MAYOR
George D. Alpogianis

TRUSTEES
Morgan Dubiel
John C. Jekot
Danette O'Donovan Matyas
Craig Niedermaier
Dean Strzelecki
Marryann Warda



VILLAGE MANAGER
Joseph S. La Margo

VILLAGE CLERK
Marlene J. Victorine

Phone: (847) 588-8000
Fax: (847) 588-8051
www.vniles.com

1000 Civic Center Drive, Niles, Illinois 60714

AGENDA
NILES VILLAGE BOARD OF TRUSTEES MEETING
COUNCIL CHAMBERS
Tuesday, June 25, 2024
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ANNOUNCEMENTS

Item 4.a 4th of July Parade Information (Katie Schneider, Community Engagement and Marketing Supervisor)

Item 4.b Summer Events (Katie Schneider, Community Engagement and Marketing Supervisor)

Item 4.c Village Facilities will be closed on Thursday, July 4, 2024 in Observance of Independence Day. The Niles Family Fitness Center will also be closed. (Village Clerk, Denise M. McCreery)

5. PRESENTATION

6. PROCLAMATIONS

Item 6.a Fireworks Safety Week - June 28-July 4, 2024 — Fire Chief Feld

7. PRESIDENT'S REPORT

8. COMMITTEE REPORTS

Item 8.a Finance Committe — Trustee Dubiel

Item 8.b General Government/IT Committee — Trustee Jekot

Item 8.c Northwest Municipal Conference Trustee Jekot

9. PUBLIC COMMENTS (AGENDA ITEMS ONLY)

The floor is open for public comments on agenda items only. Please step up to the microphone, state your name and city, and make your comment. You will be allotted three minutes. Please make sure you sign in at the reception desk.

10. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine and will be enacted in one motion. There will be no individual discussion of these items unless a Trustee so requests, in which event the item will be removed from the Consent Agenda and considered at the end of New Business.

Item 10.a Approval of May 28, 2024 Board of Trustees Special Meeting Minutes - Executive Session

Item 10.b Approval of May 28, 2024 Board of Trustees Special Meeting Minutes - Closed Session

Item 10.c Approval of May 28, 2024 Board of Trustees Regular Meeting Minutes

Item 10.d Ordinance Approving a Text Amendment to Appendix B Zoning Ordinance, Section 7, Special Purpose Districts, Sec. 7.4 C-E Cannabis Establishment Overlay District (A). Boundaries, to Alter Boundaries of the Southern Cannabis Establishment Overlay District to Alter the Boundaries of the Southern Cannabis-Establishment Overlay District (24-ZP-18)
Details

Item 10.e Ordinance Approving a Change Order Number 1 for Engineering Services for a Staff Engineer from Christopher B. Burke Engineering, Ltd., by Decreasing the Contract Price by $63,117.64 for a Total Contract Amount of $36,882.36

Details

Item 10.f Resolution Authorizing a Bid Award and Contractual Agreement with LoVerde Construction Co., Inc. to Provide the 2024 Tracer Wire Installation Program in the Amount of $28,711
Details

Item 10.g Resolution Authorizing a Bid Waiver and Purchase of New Holiday Decorations from Artistic Holiday Designs in the Amount of $40,493.35
Details

Item 10.h Resolution Ratifying Contractual Agreements with Testing Service Corporation for Conducting the Phase I Environmental Site Assessment and Phase II Subsurface Investigation for Property

Located at 6400 W. Touhy in Connection with the Purchase of Said Property in the Total Amount of $72,835
Details

Item 10.i

Resolution Authorizing a Purchase for the Police Department Mobile Command Unit (MCU) Outfitting Utilizing Cooperative Agreements and Preferred Vendors in the Amount of $67,465.69

Details

Item 10.j

Resolution Authorizing the Increase of Sworn Police Officers from 57 to 59 Officers for the Village of Niles

Details

Item 10.k Resolution Authorizing a Bid Award and Contractual Agreement with Schroeder & Schroeder, Inc. to Provide the 2024 Sidewalk, Curb & Gutter Program in the Amount of $319,822.50, as Outlined in the Capital Improvement Plan
Details

Item 10.l

Resolution Authorizing the Purchase of Verkada Access Control, Video Monitoring Equipment, Panic Buttons and Licensing from CDW-G, Utilizing the Sourcewell Cooperative Contract # 081419-CDW, in the Amount of $240,586.12, as Outlined in the Capital Improvement Plan

Details

Item 10.m

Resolution Authorizing the Purchase of an MT7 Trackless Tractor with Buffalo Turbine Debris Blower from EJ Equipment Inc., Utilizing the Sourcewell Joint Purchasing Contract # 093021-ELG, in the Amount of $163,997.72, as Outlined in the Capital Improvement Plan

Details

Item 10.n

Resolution Ratifying a Revised Contractual Agreement with Flock Group Inc. for the License Plate Reader Program in the Total Amount $177,500 for a Term of Five (5) Years (2024-2029), as Outlined in the Capital Improvement Plan and for the Purchase of Flock Cameras Through a General Assembly Appropriation Bill from the ILDCEO Grant (22 months) in the Amount of $49,266.68

Details

11. NEW BUSINESS

Item 11.a	Appointment of Stephen Quinn as Public Works Director Effective July 1, 2024 Details	President Alpogianis
Item 11.b	Ordinance Approving a Special Use Permit to Allow a 'Medical/Dental Clinic' Located at 886-896 Civic Center Drive, Niles (24-ZP-13) Details	Trustee Niedermaier
Item 11.c	Resolution Approving a Redevelopment Agreement and Tax Increment Financing ("TIF") Incentive with SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail, II, L.P. and SVAP Golf Mill Office, L.P. for the Golf Mill Redevelopment at 239 Golf Mill Shopping Center in the amount of $96,000,000 Details	Trustee Neidermaier

12. FINANCIAL REPORTS

13. NEXT MEETINGS

Item 13.a July 23, 2024, Regular Board of Trustees Meeting

14. PUBLIC COMMENTS (NON-AGENDA ITEMS)

15. EXECUTIVE SESSION (if necessary)

16. ADJOURNMENT

THE VILLAGE OF NILES
It's possible here

OFFICE OF THE VILLAGE MANAGER

MAYOR
George D. Alpogianis

VILLAGE MANAGER
Joseph S. La Margo

VILLAGE CLERK
Marlene J. Victorine

TRUSTEES
Morgan Dubiel
John C. Jekot
Danette O'Donovan Matyas
Craig Niedermaier
Dean Strzelecki
Marryann Warda

April 8, 2024

Dear Parade Participant:

The Village of Niles is excited to be hosting our annual 4th of July parade. The parade will be along our traditional route on Thursday, July 4, 2024, step-off at 8:45 am from Notre Dame High School through neighborhood streets and end at Grennan Heights.

This year Niles celebrates its 125th anniversary as an incorporated Village and we are excited to have your organization celebrate with us. The focus of the parade will be a spectacular tribute to the past 125 years and showcase Niles historical moments, achievements and why Niles has always been a place where people count. Enclosed are the Participation Application Form, Parade Route and 125th Anniversary Flyer. We would be happy to discuss any ideas or questions you may have regarding the theme this year.

Please send the completed Participation Application Form directly to me to process for approval before May 15, 2024. If you have any questions or would like to discuss ideas, please feel free to contact me at anytime kv@vniles.com or call (847) 588-8023.

Sincerely,

Kristina Vasilic

Kristina Vasilic
Special Events Administrative Assistant

VILLAGE OF NILES 4TH of JULY PARADE

Thursday, July 4, 2024 • 8:45 A.M.

PARTICIPATION APPLICATION & AGREEMENT

Please print. Application Date:_____

Group Name: _____

Contact Person: _____

Phone:_____ Email: _____

Address:_____

Are you participating in our theme: **Niles 125 Year Celebration** ❒ Yes ❒ No

If yes, please describe your ideas:

_____

TYPE OF ENTRY

Description of entry, include any floats/flat bed, vehicles and design ideas:

_____

_____

_____

_____

Estimated # of Walkers: _____

Total # and Types of vehicles: _____

Will you play music? ❒ Yes ❒ No Type of Music: ❒ Live ❒ Recorded

Are you participating in other parades? ❒ Yes ❒ No

If yes, what towns and times: _____

All applicants must sign this Waiver of Rights & Release from Liability.

I understand and assume all dangers, hazards, perils and risks associated with this program and waive all claims to causes of actions arising from participation in the program and I release all persons and agents from liability whether by negligence, breach of contract, strict liability, or otherwise, which I may have against the program, its successors and assigns, the President and the Board of Trustees of the Village of Niles, its officers, employees, volunteers, agents, and their heirs, executors, assigns, and the Village of Niles. My signature on this document is also intended to bind my successors, heirs, representatives, administrators, and assigns.

Print Name: _____

Signature:_____ Date:_____

PLEASE RETURN COMPLETED FORM TO:

Village of Niles, Attention: Kristina Vasilic, 1000 Civic Center Drive, Niles, IL 60714

Phone (847) 588-8023 | Email kv@vniles.com

DEADLINE FOR PARADE ENTRY: May 15, 2024 | A letter of acceptance will be sent upon approval.

CALL FOR ENTRIES



4TH OF JULY PARADE

In addition to celebrating America's Independence, this year the Village of Niles will be celebrating it's 125th anniversary. We invite your organization to celebrate with us by incorporating 125 years into your act this year. Get creative and have fun!

WAYS TO INCORPORATE THE THEME INTO YOUR ACT

- Focus on your favorite era
- Pay tribute to the Niles heroes throughout the years
- Reflect on your organization's history in Niles
- Think about the vast array of cultures in Niles

CONSIDER ICONIC NILES

- The Leaning Tower
- Mil Run Theatre
- Golf Mill Shopping Center
- Tam O'Shanter Golf Course
- Classic Restaurants & Businesses

CELEBRATE WITH THESE IDEAS

- Costumes
- Signage
- Music
- Pictures
- Decorations
- Give-aways

For more details on the history of Niles, visit https://www.vniles.com/125years

Apply by May 15th at vniles.com/parade

For more information contact Kristina Vasilic at kv@vniles.com

4th of July Niles PARADE & CELEBRATION



Thursday, July 4, 2024
8:45 a.m. - 2:00 p.m.

~Sponsored by the Village of Niles~

Parade Step-Off
*****8:45 a.m.*****

Parade will begin at
Notre Dame College Prep
and proceed to
Grennan Heights Park.

Parade Route
Ozark to Main; Main to Harlem;
Harlem to Monroe; Monroe to Oketo

See map on back.

THE VILLAGE OF NILES
It's possible here

NPD Niles Park District
Experience The Rewards!

~Sponsored by the Niles Park District~

Post-Parade Entertainment
10:00 a.m. - 2:00 p.m.

Follow the parade to
Grennan Heights Park
and enjoy the post-parade festivities!

Main Stage Entertainment

10:30 a.m.-1:30 p.m.

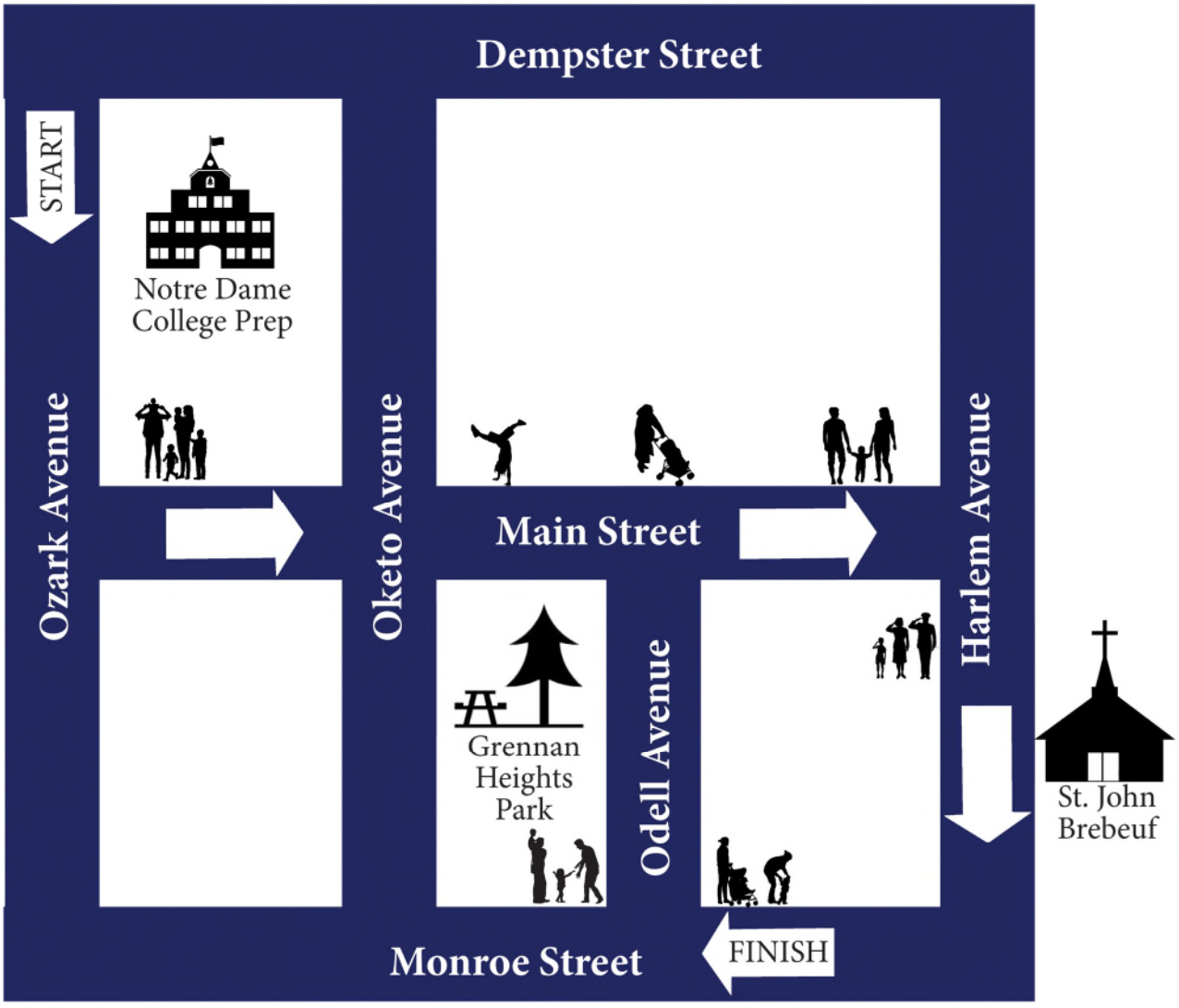
Family Fun

Children's Water Play Area
Children's Games
Inflatable Attractions
Pony Rides
Face Painting
Community Information Tent
Raffle

Parade Route

For information on the parade, contact the Village of Niles at 847-588-8000.

For information on the post-parade festivities, contact the Niles Park District at 847-967-6633.



Parade route is 1.5 miles. Map is not to scale.

Block Party Guidelines 2024

- A block party is intended for residents of the block, their family members and close friends. It is not intended to be open to the general public. It may not be a for-profit, commercial venture.
- The applicant and all participating parties must adhere to Covid-19 restrictions that are in place at the time of the block party.
- No personal vehicles or equipment will be used to block the street(s) unless directed to do so by the Village of Niles. The street closing will not create a hazard or otherwise interfere with public safety.
- No resident shall be prohibited from entering or leaving the closed street at any time.
- Excess noise is prohibited between the hours of 11:00 p.m. and 7:00 a.m.
- The applicant shall be responsible for setting up the barricades at the start of the party and for returning them to the parkway at the conclusion of the party.
- The applicant shall be responsible for removal of all property, refuse or equipment on the street at the conclusion of the block party and open the street for regular, vehicular use within one hour of the conclusion time indicated on the permit.
- The applicant shall be responsible for the removal of all refuse from the public right-of-way, parkways, alleys and all other adjacent public lands at the conclusion of the party.
- The applicant agrees that any public property damaged as a result of the activities taking place while the street is closed will be replaced or restored by the applicant.
- The applicant agrees that guests must conform to acceptable and common standards of behavior and decency.
- Wires, ropes, nets, lights, banners, etc. are not to be stretched across the street so as to prevent immediate access by emergency vehicles.
- Fire hydrants shall not be obstructed by material or objects of any kind and must be accessible 15 feet on either side.
- The Police Chief or his designee has the authority to revoke the permit of any street closing in the event that he determines the actions or conduct of the group have violated any applicable laws and ordinances; or in the event that such actions have resulted in interference of vehicular or pedestrian traffic on streets not covered by the permit.
- The block party permit may be revoked by either the Police or Fire Chief or the Village Manager in the case of an emergency. In the event of a fire, or of a rescue or police emergency, barricades are to be removed immediately.
- The Village of Niles is not responsible for injuries to people attending block parties. Block party attendees agree to hold the Village and its employees, officers, and agents harmless from any and all claims or alleged claims for damages arising from the block party.

Block Party Application 2024

Date of Application: _____
(Requests must be submitted at least 14 days in advance.)

Applicant Name: _____Phone:_____

Address: _____Email: _____

Date of Party: _____ Rain Date: _____

Begin Time: _____End Time:_____

Street to be Closed: _____

From _____ to _____
Street Street

Barricades and equipment should be delivered to and picked up from the following:

Contact:_____Address:_____

❒ I have read and fully understand the Village of Niles *Block Party Guidelines 2024*. I have notified all residents on the block and I am submitting the petition signed by a majority of the households on the block.

Applicant's Signature: _____Date: _____

Please return this completed form and the Block Party Petition to:

Village of Niles
Attn: Kristina Vasilic
1000 Civic Center Drive | Niles, IL 60714
Fax: (847) 588-8051 | Email: kv@vniles.com

For assistance contact Kristina Vasilic (847) 588-8023 or kv@vniles.com
We will notify you in writing of our decision to either permit or decline your request.

OFFICE USE ONLY:
Date Received _____
❒ PD Approval _____
❒ FD Approval _____
❒ PW Approval _____

Block Party Petition 2024

All of the households on the block must be notified of the event. Signatures must be obtained by a majority of households on the block. Only one signature per household is necessary.

For the purpose of a block party, _____ (Street) will be closed from _____ (Street) to _____ (Street) on _____ (Date of Party) from _____ (Begin Time) to _____ (End Time)

My signature below indicates that I have been advised of the above proposed block party and understand that the street is to be blocked off as indicated above.

Name (please print)	Address	Signature

FREE

CONCERTS IN THE PARK

FRIDAYS | AT OAK PARK - OTTAWA & MAIN ST | 6:00 - 8:00 PM

PACK UP THE LAWN CHAIRS AND BLANKETS, BRING YOUR FAMILY AND A PICNIC.
JOIN US AS OAK PARK COMES ALIVE FOR FREE SUMMER CONCERTS FRIDAY EVENINGS!



HELLO WEEKEND FRIDAY, JUNE 21

Hello Weekend puts on a flawless show while performing today's biggest chart-topping hits. They will have you singing along to their covers of Pitbull, Rihanna, Lady Gaga, and many more.



LIBIDO FUNK CIRCUS FRIDAY, JUNE 28

Libido Funk Circus began as an over-the-top tribute to disco music of the 70's. Along with beloved disco hits, the band also plays hundreds of dance and rock songs, spanning from the 60's to today,



GOOD CLEAN FUN FRIDAY, JULY 5

The Good Clean Fun Band is a dynamic party band that offers a fun, interactive show. Good Clean Fun delivers a performance that's engaging, unique, and versatile. Good Clean Fun can wow the crowd by playing Sock Hop, Oldies, Disco, Motown, 80s, 90s, 2000s, and Top 40.



SUSHI ROLL FRIDAY, JULY 12

Sushi Roll has their own unique blend of high-energy dance music and rock n roll swagger. They transition between revved up versions of your favorite hits by Bruno Mars, Rick Springfield, Lady Gaga, Nelly, AC/DC, Pink, Neon Trees, and the Jackson Five, connecting them into one non-stop musical journey.



BILLY ELTON FRIDAY, JULY 19

Billy Elton celebrates the music of Billy Joel and Elton John. This 8-piece band takes you on a journey through the catalogs of two of the greatest singers, pianists, and songwriters in pop music history.



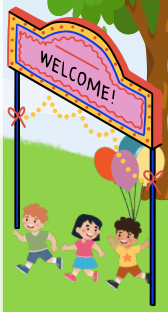
RUMOR HAZIT FRIDAY, JULY 26

Rumor Hazit is all about rock and roll and fun. Performing hits from Pink, Bon Jovi, Guns n Roses, and more, to fun medley's that span decades of rock, dance, and pop. Rumor Hazit plays a little bit of everything for everyone.



CHICAGO CATZ FRIDAY, AUGUST 2

At the heart of the Chicago Catz beats a 70's club band. With roots to bands with names like Third Rail, Big Twist and the Mellow Fellows, Heavy Manners, Maxx Traxx, Wrecking Crew, Amusement Park, Joyful Noise and THEM, the Chicago Catz are the quentessential super tight, experienced, elite, funky party/dance band.



Niles Park District
Fitness, Family and Fun

SPONSORED BY THE NILES PARK DISTRICT & THE VILLAGE OF NILES
FOR MORE INFORMATION, CALL 847-967-6633 OR GO TO WWW.NILES-PARKS.ORG

THE VILLAGE OF NILES

THE VILLAGE OF NILES PRESENTS

NILES CRUISE NIGHTS



CLASSIC CAR SHOW

CARS MUST BE 1999 AND OLDER

Join us for a summer evening with classic cars, food, ice cream and music! Free entry and open to all ages. Registration is not required for show cars.

Upcoming Events

June 19, July 24,
August 21, September 25,
5:00-8:00 P.M.

Location

Golf Mill Park
9101 Greenwood Ave.
Niles, IL 60714

Visitor parking available at Golf Mill Mall.
Exhibitor cars enter into Show off Greenwood Ave.
Scan the QR code for more event information or visit:www.vniles.com/carshow

THE VILLAGE OF NILES
It's possible here

NILES chamber of commerce&industry



FACES

artist

PIOTR ANTONOW

FREE ART EXHIBIT // JUNE-AUG 2024

VISION ART GALLERY

NILES Arts & Culture

NVISION ART GALLERY

Niles Family Fitness Center
987 Civic Center Drive, Niles

OPENING RECEPTION JULY 11 2024 5-7 PM

FREE ADMISSION // OPEN TO THE PUBLIC



IN HONOR OF

INDEPENDENCE DAY

THE VILLAGE OF NILES
WILL BE CLOSED

THURSDAY

July 4, 2024

Proclamation

FIREWORKS SAFETY WEEK
June 28 – July 4, 2024

WHEREAS, the State of Illinois has designated the use and or possession of Fireworks illegal under the Pyrotechnic Use Act (425 ILC 35); and

WHEREAS, the Illinois Association of Chiefs of Police, the ILACP, and the Illinois Fire Chiefs Association, the IFCA promotes the importance of public safety; and

WHEREAS, the members of the Niles Police and Niles Fire Departments play an essential role in safeguarding the public and the of the citizens of the Village of Niles; and

WHEREAS, it is important that all citizens know and understand the risks involved in the use of illegal fireworks, for their personal safety and the public at large and the risk of damage to personal property caused by the use of illegal fireworks; and

WHEREAS, both the Police and Fire Departments of the Village of Niles have grown to be modern and progressive agencies which unceasingly provide a vital public service; and

WHEREAS, Illinois health care facilities reported 120 persons having been injured by fireworks, more than 50% of all injuries affected hands, followed by face and eye injuries with second degree burns as the leading type of injury: and

WHEREAS, we call upon all citizens of the Village of Niles to stand with the Niles Police Officers and Niles Fire Fighters in observing the 4th of July holiday without using illegal fireworks and instead observe the legal fireworks demonstrations sponsored by the various communities around the Village of Niles.

NOW, THEREFORE, Mayor George D. Alpogianis and the Board of Trustees do hereby proclaim June 28 – July 4, 2024, as

FIREWORKS SAFETY WEEK

in the Village of Niles, and publicly salute the service of all first responders in our community and in communities across the Nation.

_____
Mayor George D. Alpogianis

Attested:

_____
Marlene J. Victorine, Village Clerk

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Approving a Text Amendment to Appendix B Zoning Ordinance, Section 7, Special Purpose Districts, Sec. 7.4 C-E Cannabis Establishment Overlay District (A). Boundaries, to Alter Boundaries of the Southern Cannabis Establishment Overlay District to Alter the Boundaries of the Southern Cannabis-Establishment Overlay District (24-ZP-18)

Meeting Date: 06/25/2024	Item Number **10.d**
Requested By: Community Development Department	Action Requested: Ordinance
Prepared By: Nathan Bruemmer, Planning Technican	Assigned to:

Strategic Pillar: Diversified Economic Development

Applicable Village Plan: Comprehensive Plan

Link to Applicable Village Plan: Comprehensive Plan

ATTACHMENTS:
24-ZP-18 - C-E District Text Amendments.pdf
Ordinance 2024-xx Approving Text Amendments to Appendix B Zoning Ordinance Section 7.4(A) to Alter the Boundaries of the Souther.docx

MOTION

I move for Board Approval of an Ordinance Approving a Text Amendment to Appendix B Zoning Ordinance, Section 7, Special Purpose Districts, Sec. 7.4 C-E Cannabis Establishment Overlay District (A). Boundaries, to Alter Boundaries of the Southern Cannabis Establishment Overlay District to Alter the Boundaries of the Southern Cannabis-Establishment Overlay District (24-ZP-18)

REASON FOR REQUEST / BACKGROUND

The Planning and Zoning Board voted 7-0-0 to recommend approval of the request at a public hearing held on June 3, 2024..

Will this action involve an expenditure of funds?	No
If yes, is this a budgeted item?	
Impact on future budget(s)	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	
Grant Source	

ORG#	Total Amount for Approval
ACCT#	Budget Amount
	Line Item Budget Amount
	Variance

AGENDA ITEM NUMBERS:	6
HEARING DATE:	JUNE 3, 2024
CASE NUMBER:	24-ZP-18
PROJECT NAME:	C-E OVERLAY DISTRICT
APPLICATION TYPE:	TEXT AMENDMENT

Planning and Zoning Board

Agenda Item #6

June 3, 2024

A request for approval of a Text Amendment to Section 7.4(A) of the Niles Zoning Ordinance to alter the boundaries of the southern Cannabis-Establishment Overlay District.

Attachment Number	Description	Provided	Date
1	Staff Report to the Planning and Zoning Board	✓	5/23/2024
2	Proposed Text Amendment	✓	5/23/2024
3	Zoning Application	✓	5/16/2024
4	Map of Proposed District	✓	5/2/2024
5	Map Showing Required Distance Separations	✓	5/2/2024

AGENDA ITEM NUMBERS:	6
HEARING DATE:	June 3, 2024
CASE NUMBER:	24-ZP-18
PROJECT NAME:	C-E OVERLAY DISTRICT
APPLICATION TYPE:	TEXT AMENDMENT

Planning and Zoning Board
Agenda Item 6
June 3, 2024

Item for Plan Commission Consideration:
A request for approval of a Text Amendment to Section 7.4(A) of the Niles Zoning Ordinance to alter the boundaries of the southern Cannabis-Establishment Overlay District.

PROJECT SUMMARY

The Village of Niles is requesting a Text Amendment to Section 7.4(A) – C-E Cannabis Establishment Overlay District of the Niles Zoning Ordinance to alter the boundaries of the southern Cannabis-Establishment Overlay District. The current boundaries of the southern Cannabis-Establishment Overlay District are described in Section 7.4(A) as:

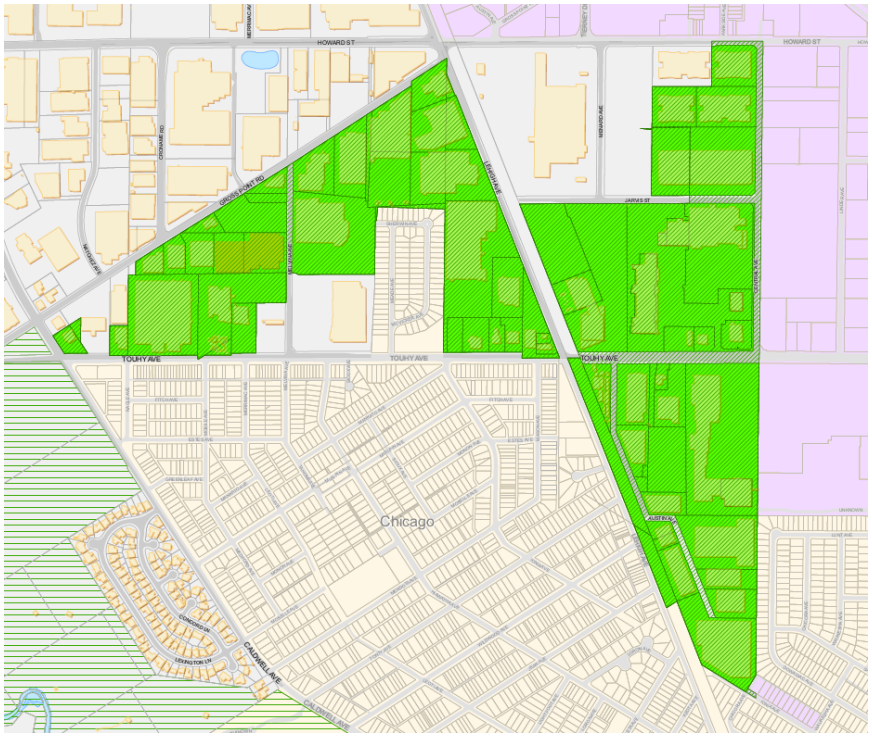
- The parcels fronting the west side of Central Avenue between Howard Street and Jarvis Street;
- The parcels bounded by Jarvis Street to the north, Central Avenue to the east, Touhy Avenue to the south and Railroad to the west;
- All parcels south of Touhy Avenue, between Lehigh Avenue and Central Avenue;
- The parcels bounded by Lehigh Avenue to the east, Touhy Avenue to the south, Gross Point Road to the north and Melvina Avenue to the west, with the exception of the parcel commonly known as 6150 W. Touhy Avenue; and
- The parcels bounded by Melvina Avenue to the east, Touhy Avenue to the south. Gross Point Road to the north and Caldwell Avenue to the west, with the exception of the parcels commonly known as 7220 N. Melvina Avenue, 7225 N. Caldwell Avenue, 6450 W. Touhy Avenue, and 6401 W. Gross Point Road.

The district in its existing configuration can be seen on the following page.

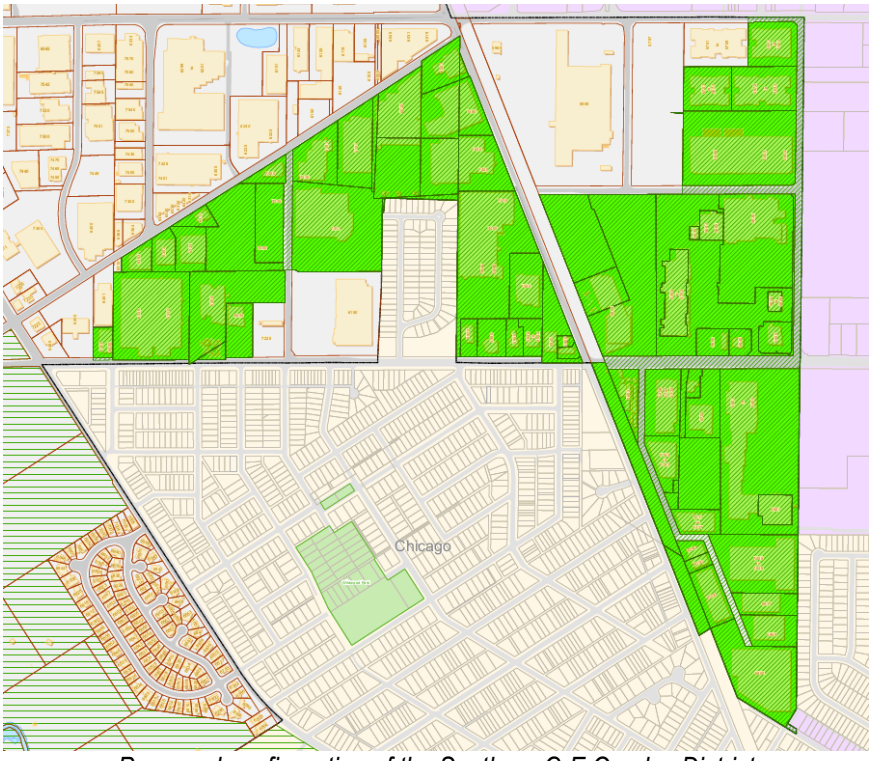
The Community Development Department is requesting two text amendments to this Section. The first is to add 6480 W Touhy Ave to the parcels excluded from the district in the fifth bullet point above, so it will read:

"*The parcels bounded by Melvina Avenue to the east, Touhy Avenue to the south. Gross Point Road to the north and Caldwell Avenue to the west, with the exception of the parcels commonly known as 7220 N. Melvina Avenue, 7225 N. Caldwell Avenue, **6480 W. Touhy Avenue**, 6450 W. Touhy Avenue, and 6401 W. Gross Point Road*."

The second proposed amendment will be to replace the existing graphic in Section 7.4(A) showing the extent of the Southern District with a new one reflecting that the 6480 W Touhy property has been removed from the district (see following page for proposed configuration).



Existing configuration of the Southern C-E Overlay District



Proposed configuration of the Southern C-E Overlay District

BACKGROUND

On June 25, 2019, Governor JB Pritzker signed the Illinois Cannabis Regulation and Tax Act, legalizing recreational use of cannabis by adults over the age of 21. In September 2019, the Niles Village Board approved a number of text amendments to the Niles Zoning Ordinance regulating cannabis businesses in the Village. One component of those text amendments was the creation of two Cannabis-Establishment Overlay Districts, one to be located in the north of the Village and one in the south. Each C-E district allows for a maximum of one Adult-Use Cannabis Dispensary Organization and/or Craft Grower (who may co-locate with dispensaries).

The text amendments passed in 2019 also created distance requirements for cannabis establishments, separating them from schools, places of worship, parks and childcare facilities. The boundaries of the C-E Districts were created by reviewing a preliminary map with the required distance buffers around schools, places of worship, parks and childcare facilities, and then further refining the districts after considering the potential impacts a Cannabis Dispensing Organization may have on the surrounding area.

In the months after the Village's initial cannabis text amendments were adopted there was considerable interest from developers in opening dispensaries in both overlay districts. In May 2020, RISE Niles, the Village's first Cannabis Dispensary, opened at 9621 Milwaukee Avenue in the northern overlay district. However, developers had a difficult time finding a viable location in the southern area. This was due in part to the prevalence of Real Estate Investment Trusts (REITs) in the area. REITs are federally chartered public companies regulated by the SEC. Because REITs are governed by federal tax law under the Internal Revenue Code, they can't accept rent from cannabis companies as cannabis is still federally prohibited. Another factor that has limited where cannabis dispensaries can locate in the southern C-E District is shopping center ownership. The district encompasses the Niles portion of Village Crossing, as well as Pointe Plaza. Some large retailers have provisions in their leases which prohibit cannabis businesses from co-locating in a shopping center.

In 2022 Village Staff were directed to explore expanding the southern C-E District with the goal of attracting a second dispensary to the Village. In May 2022, the Village Board passed Ordinances 2022-40 and 2022-41, amending Section 7.4 to expand the Southern District boundaries to its current configuration, and Section 8.3(Z) reducing some of the separation requirements for various cannabis uses. For example, the required separation for an 'Adult-Use Cannabis Dispensing Organization' from schools, daycare centers, places of worship, and parks, was reduced from 1,000' (schools and day cares) and 500' (parks and places of worship) to 200' from either.

In 2022 and 2023 the Village fielded various inquiries from cannabis companies interested in locating in the district. In February 2023, the Village received an Application for a Certificate of Registration from Illinois Works LLC, d.b.a. Aroma Hill for an Adult-Use Cannabis Dispensing Organization to be located at 6480 West Touhy Avenue. On March 20, 2023, the Village issued a Conditional Approval of their application. On March 30, 2023, the Village was informed by legal counsel that the Conditional Approval should be rescinded as the 6480 West Touhy Avenue property is located within 200' of a "park/playground" i.e. the Cook County Forest Preserve located north and south of Touhy Avenue and southeast of Harts Road / Gross Point Road and southwest of Caldwell Avenue. Per Section 8.3(Z)(4)(b) of the Niles Zoning Ordinance, an Adult-Use Cannabis Dispensing Organization "may not be located within 200' of any place of worship, or park/playground." On April 3, 2023, the Village sent a letter to the Applicant rescinding the Conditional Approval for the dispensary. On May 1, 2023, Ellie Friedman of Tavern Properties, LLC, owner of the 6480 West Touhy Avenue property, filed an Appeal per Section 15.9 of the Zoning Ordinance, appealing the Village's zoning interpretation that a Forest Preserve is considered a park/playground. On May 6, 2024, Ms. Friedman withdrew her appeal of that determination. Meanwhile, the Village approved a dispensary to open at 5960 W Touhy. Work is nearing completion at the building, and they are expecting to open in June.

The nature of the proposed text amendment is administrative housekeeping, intended to keep the boundaries of the overlay district consistent with the required buffer distances in Section 8.3(Z), removing a property that has been deemed ineligible.

Requirements for a Text Amendment

The Planning and Zoning Board's recommendation and the Village Board's decision on any zoning text amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Planning and Zoning Board and the Village Board must consider the following standards. The approval of amendments is based on a balancing of these standards listed below:

Section 15.2(E)(2): Approval Standards for Text Amendments

a. The consistency of the proposed amendment with the Comprehensive Plan.
b. The extent to which the proposed amendment promotes the public health, safety, and welfare of the Village.
c. The relative gain to the public, as compared to the hardship imposed upon the applicant.
d. The consistency of the proposed amendment with the intent and general regulations of this Ordinance.
e. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.
f. Whether the proposed amendment provides a more workable way to achieve the intent and purposes of this Ordinance and the Comprehensive Plan.
g. The extent to which the proposed amendment creates nonconformities.
h. The extent to which the proposed amendment is consistent with the overall structure and organization of this Ordinance.

Critical Issues

Comments from Village Departments:

Police:	Not distributed due to nature of application
Fire:	Not distributed due to nature of application
Engineer:	Not distributed due to nature of application
Community Development:	No concerns

Legal Notification:

A legal notice was published in the Bugle on May 16, 2024. Mailed and on-site legal notices are not required for text amendments.

Other Actions:

The Planning and Zoning Board will make a recommendation on this requested text amendment, and this recommendation is tentatively scheduled to be considered by the Village Board for a final decision on Tuesday, June 25, 2024.

Principal Parties Expected at Meeting:

1. Village Staff, applicant and;
2. Interested members of the public.

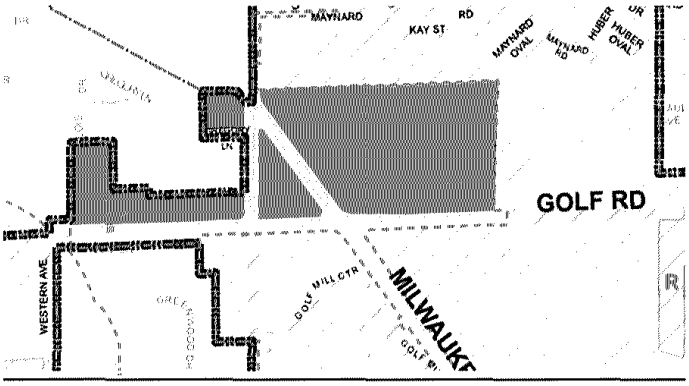
7.4 C-E CANNABIS ESTABLISHMENT OVERLAY DISTRICT

A. Boundaries

The C-E Overlay District is comprised of two areas and are described as follows:

Northern area:

The parcels fronting the north property lines of Golf Road between Western Avenue and Greenwood Avenue, the parcel to the west of Greenwood Avenue north of Gregory Lane and south of Milwaukee Avenue, and the parcels that are bounded by Greenwood Avenue to the west, Golf Road to the south and the Commonwealth Edison Company R.O.W. to the north and east.

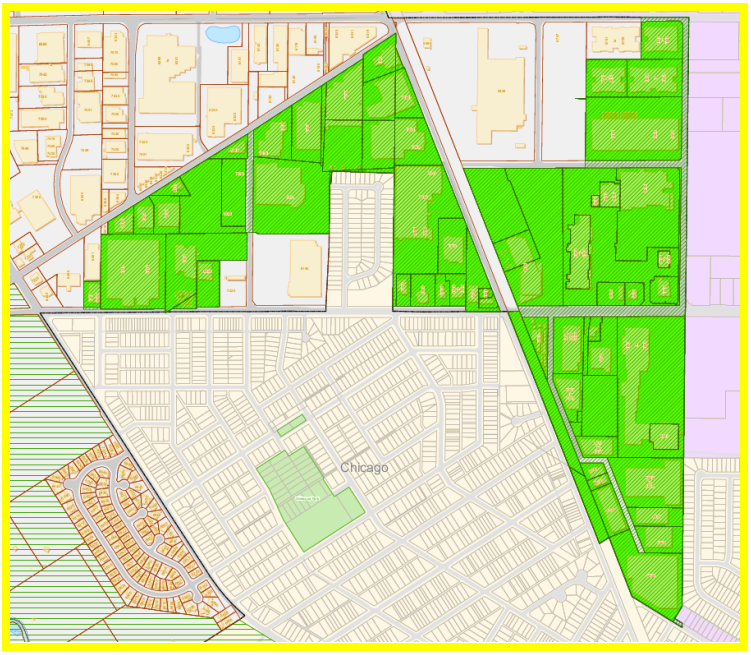


Southern area:

The following is a general description of the properties located within the Southern Cannabis Establishment Overlay District, as identified on the map below:

- The parcels fronting the west side of Central Avenue between Howard Street and Jarvis Street;
- The parcels bounded by Jarvis Street to the north, Central Avenue to the east, Touhy Avenue to the south and Railroad to the west;
- All parcels south of Touhy Avenue, between Lehigh Avenue and Central Avenue;
- The parcels bounded by Lehigh Avenue to the east, Touhy Avenue to the south, Gross Point Road to the north and Melvina Avenue to the west, with the exception of the parcel commonly known as 6150 W. Touhy Avenue; and
- The parcels bounded by Melvina Avenue to the east, Touhy Avenue to the south. Gross Point Road to the north and Caldwell Avenue to the west, with the exception of the parcels commonly known as 7220 N. Melvina Avenue, 7225 N. Caldwell Avenue, 6480 W. Touhy Avenue, 6450 W. Touhy Avenue, and 6401 W. Gross Point Road.




Chicago

Village of Niles • Community Development Department
1000 Civic Center Drive, Niles, IL 60714 • Phone 847.588.8040 • Fax 847.588.8050 • www.vniles.com

PLANNING AND ZONING BOARD APPLICATION – TEXT AMENDMENT

PROJECT NO. _____

NAME OF PROJECT: Text Amendment - C-E Overlay District

ADDRESS OF PROJECT: N/A

NAME(S) OF APPLICANT: Christine Raguso, Director of Community Development
ADDRESS: 1000 Civic Center Dr
CITY, STATE, ZIP: Niles, IL 60714
EMAIL: car@vniles.com ***TELEPHONE:*** 847-588-8041 ***FAX:*** _____

NAME(S) OF PROPERTY OWNER(S): N/A
ADDRESS: _____
CITY, STATE, ZIP: _____
EMAIL: _____ ***TELEPHONE:*** _____ ***FAX:*** _____

NAME(S) OF PROPERTY ATTORNEY OR AGENT: N/A
ADDRESS: _____
CITY, STATE, ZIP: _____
EMAIL: _____ ***TELEPHONE:*** _____ ***FAX:*** _____

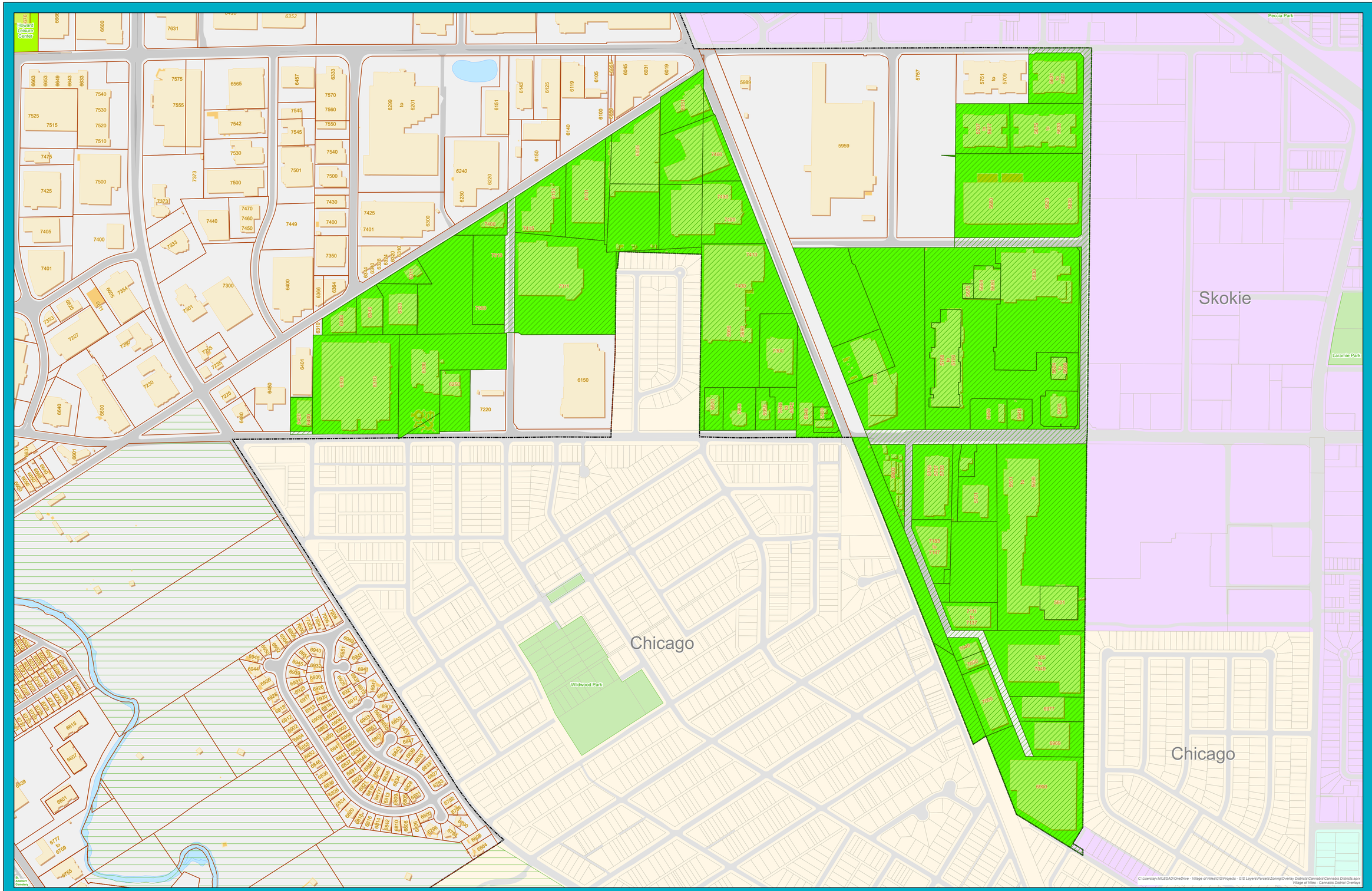
GENERAL INFORMATION REGARDING THE REQUESTED TEXT AMENDMENT:

Requesting to amend Section 7.4(A) of the Niles Zoning Ordinance to alter the boundaries of the southern Cannabis-Establishment Overlay District. Specifically to remove the property commonly known as 6480 W Touhy Ave from the overlay district, as it has been determined it is within 200' of a 'Park/Playground.'

With the submittal of this application, I hereby request that the Mayor and Village Board of the Village of Niles grant the approvals as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

SIGNATURE OF APPLICANT: Christine Raguso ***DATE:*** May 14, 2024

SIGNATURE OF PROPERTY OWNER(S): _____ ***DATE:*** _____



Village of Niles - Cannabis District Overlays

Education - 200 ft.
Day Care - 1000 ft.
Religious Sites - 200 ft.
Parks - 200 ft.
Forest Preserves - 200 ft.
NOT in Residential Zones
NOT in Cemeteries

Disclaimer - Visit https://www.vniles.com/2022/04/about-gis/ for complete disclaimer information

Zoning Overlay Districts

Cannabis Establishment Overlay District

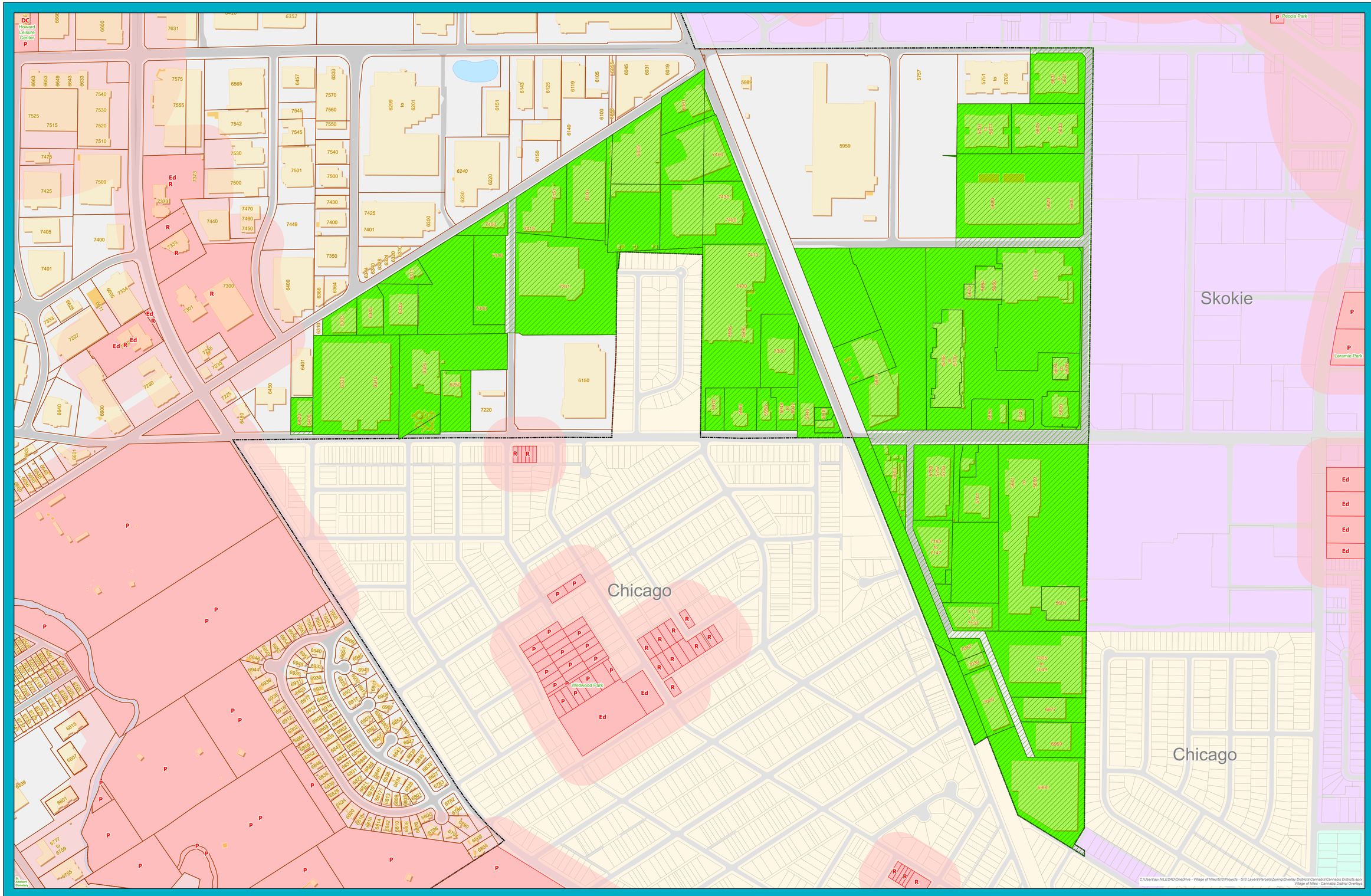
Cannabis Parcels

Allowed Sites

N
W E
S

1 inch = 286 feet

Village of Niles
1000 Civic Center Drive
Niles, IL 60714
www.vniles.com/gis
Email: gis@vniles.com
Date: 5/2/2024 [7:29 AM]



Village of Niles - Cannabis District Overlays

Education - 200 ft.
Day Care - 1000 ft.
Religious Sites - 200 ft.
Parks - 200 ft.
Forest Preserves - 200 ft.
NOT in Residential Zones
NOT in Cemeteries

Disclaimer - Visit https://www.vniles.com/2022/04/Map-GIS-Information for complete disclaimer information

C:\Users\ajv.NILESAD\OneDrive - Village of Niles\GIS\Projects - GIS Layers\Parcels\Zoning\Overlay Districts\Cannabis\Cannabis Districts.aprx
Village of Niles - Cannabis District Overlays

Zoning Overlay Districts

Cannabis Establishment Overlay District

Cannabis Parcels

Allowed Sites

N
W E
S

1 inch = 286 feet

Village of Niles
1000 Civic Center Drive
Niles, IL 60714
www.vniles.com/gis
Email: gis@vniles.com
Date: 5/2/2024 [7:27 AM]

ORDINANCE 2022-xx

ORDINANCE APPROVING A TEXT AMENDMENT TO APPENDIX B ZONING ORDINANCE, SECTION 7 SPECIAL PURPOSE DISTRICTS, SECTION 7.4 C-E CANNABIS ESTABLISHMENT OVERLAY DISTRICT A. BOUNDRIES, TO ALTER BOUNDARIES OF THE SOUTHERN CANNABIS-ESTABLISHMENT OVERLAY DISTRICT

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, The Village of Niles ("Village"), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise an power and perform any function pertaining tto its government affairs; and

WHEREAS, the question of granting a text amendment to section 7.4-C-E Cannabis Establishment Overlay District A. Boundries of the Village of Niles Zoning Ordinance to clarify the boundaries of the Southern Cannabis Establishment Overlay District ("Text Amendment"), was referred to the Planning and Zoning Board for a public hearing; and

WHEREAS, a public hearing was held on June 3, 2024, after proper notice in a manner provided by law; and

WHEREAS, the Planning and Zoning Board has made a report, containing findings of fact and recommending the Text Amendment; and

WHEREAS, the corporate authorities of the Village of Niles, Cook County, Illinois have duly considered said Planning and Zoning Board recommendation; and

WHEREAS, the President and Board of Trustees have determined approving the text amendment will serve and be in the best interest of the Village.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, as a Home Rule Municipality,as follows:

SECTION 1: The materials and exhibits attached to this ordinance are incorporated by reference and made a part of this ordinance.

SECTION 2: Appendix B Zoning Ordinance, Section 7.4 C-E Cannabis Establishment Overlay District A. Boundries, Southern Area added to the Niles Code of Ordinances as follows:

APPENDIX B ZONING ORDINANCE

SECTION 7-SPECIAL PURPOSE DISTRICTS

7.4-C-E CANNABIS ESTABLISHMENT OVERLAY DISTRICT

A. Boundaries

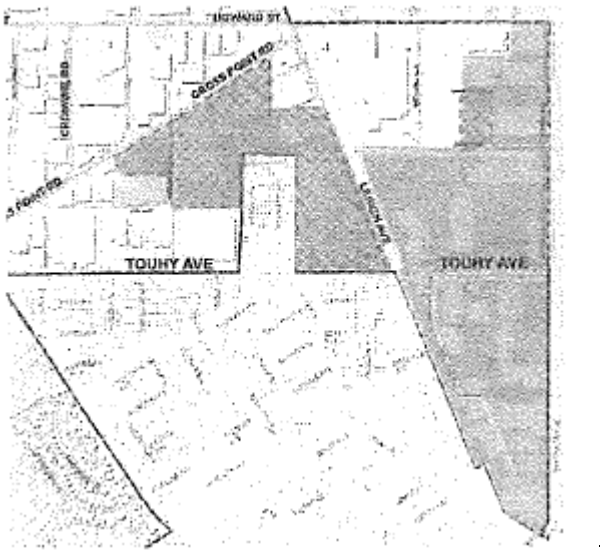
***** ***** *****

Southern area:

The following is a general description of the properties located within the Southern Cannabis Establishment Overlay District, as identified on the map below:

- The parcels fronting the west side of Central Avenue between Howard Street and Jarvis Street;
- The parcels bounded by Jarvis Street to the north, Central Avenue to the east, Touhy Avenue to the south and Railroad to the west;
- All parcels south of Touhy Avenue, between Lehigh Avenue and Central Avenue;
- The parcels bounded by Lehigh Avenue to the east, Touhy Avenue to the south, Gross Point Road to the north and Melvina Avenue to the west, with the exception of the parcel commonly known as 6150 W. Touhy Avenue; and
- The parcels bounded by Melvina Avenue to the east, Touhy Avenue to the south. Gross Point Road to the north and Caldwell Avenue to the west, with the exception of the parcels commonly known as 7220 N. Melvina Avenue, 7225 N. Caldwell Avenue, 6480 W. Touhy Avenue, 6450

W. Touhy Avenue, and 6401 W. Gross Point Road.



NEED NEW MAP ATTACHED

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED: This 25th day of June 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Approving a Change Order Number 1 for Engineering Services for a Staff Engineer from Christopher B. Burke Engineering, Ltd., by Decreasing the Contract Price by $63,117.64 for a Total Contract Amount of $36,882.36

Meeting Date: 06/25/2024	Item Number **10.e**
Requested By: Public Works	Action Requested: Ordinance
Prepared By: Tim O'Brien, Interim Village Engineer	Assigned to:

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Comprehensive Plan

Link to Applicable Village Plan: Comprehensive Plan

ATTACHMENTS:
2024_Board_Agenda_Memo_CBBEL_Support_Final_CO.docx
Ordinance_2024-xxR_Approving_a_Change_Order_Number_1_for_Engineering_Services_for_a_Staff_Engineer_From_C
Change Order 1_CBBEL_EngSupport_2024.pdf
PO 244862 CBBEL EngineeringSupport 03072024.pdf

MOTION

I move for Board Approval of an Ordinance Approving a Change Order Number 1 for Engineering Services for a Staff Engineer from Christopher B. Burke Engineering, Ltd., by Decreasing the Contract Price by $63,117.64 for a Total Contract Amount of $36,882.36.

REASON FOR REQUEST / BACKGROUND

Due to two vacant positions in the Public Works Engineering Department, the Engineering department needed assistance with small projects and management of the Village's maintenance program work such as concrete repair, edge grinding, and pavement marking. This expenditure was

only be needed until the Civil Engineering II position was filled.

Will this action involve an expenditure of funds?	No
If yes, is this a budgeted item?	No
Impact on future budget(s)	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	Total Amount for Approval
ACCT#	Budget Amount
	Line Item Budget Amount
	Variance

Board agenda Memorandum

BOARD MEETING DATE: June 25th, 2024

TO: Village President and Board of Trustees

FROM: Timothy O'Brien, Village Engineer

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Infrastructure Planning and Funding

APPLICABLE PLAN: Comprehensive Plan

PURPOSE AND ACTION REQUESTED: The purpose of this memo is to provide the Board a summary of Public Contract changes for Board approval. The intent of this memo is to remain in compliance with the Change Order Statute (720 ILCS5/33E-9), the Public Works Contract Change Order Act (50 ILCS 525/5) and the Niles Purchasing Manual*.

The action requested is approval of the Final Balancing Change Order.

BACKGROUND: As of December 22, 2023, the Public Works Engineering Department had two positions that were vacant. In addition, the recently departed Public Works Director was overseeing a few major projects. In order to maintain the project schedules on the Capital Improvement Plan and the level of service expected by residents, the Engineering department needed assistance with small projects and management of the Village's maintenance program work such as concrete repair, edge grinding, and pavement marking. At the February 2024 Board meeting, the Village Board approved a contract for a temporary Staff Engineer with Christopher Burke which had staff available and was selected for this work based on past satisfactory relationship working on projects in the Village.

DISCUSSION/HISTORY:

Due to two vacant positions in the Public Works Engineering Department, the Engineering department needed assistance with small projects and management of the Village's maintenance program work such as concrete repair, edge grinding, and pavement marking. This expenditure was only be needed until the Civil Engineering II position was filled. Fortunately, the hiring of the Civil Engineer II position was quicker than expected.

BUDGET: The original contract was $100,000.00. The final expenditure was $36,882.36, which is $63,117.64 under the contract amount.

RECOMMENDATION: Staff recommends approval of Final Balancing Change Order.

ORDINANCE 2024-xx

ORDINANCE APPROVING A CHANGE ORDER NUMBER 1 FOR ENGINEERING SERVICES FOR A STAFF ENGINEER FROM CHRISTOPHER B. BURKE ENGINEERING, LTD., BY DECREASING THE CONTRACT PRICE BY $63,117.64 FOR A TOTAL CONTRACT PRICE OF $36,882.36

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, Due to two vacant positions in the Public Works Engineering Department, the Engineering Department hired part time assistance for small projects and management of the Village's maintenance program work such as concrete repair, edge grinding, and pavement marking; and

WHEREAS, the Civil Engineering II position is now filled with a full time Village of Niles employee; and

WHEREAS, the engineering services for a staff engineer from Chirstopher B. Burke, Ltd. is no longer needed; and

WHEREAS, the Village policy is to obtain Board approval of a contract balancing Change Order if the work is completed under awarded price by more than $10,000.; and

WHEREAS, the Corporate Authorities of the Village agree to authorize and approve Change Order Number 1 for the Project; and

WHEREAS, based on the recommendation of the Public Works Director, the Corporate Authorities of the Village make the following findings and determinations in accordance with the Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding changes to the Contract:

1. The Change Order (or series of Change Orders) recommended in Exhibit "A", which is attached hereto and made a part hereof, modifies the Contract.

2. The Change Order (or series of Change Orders): is made necessary by circumstances not foreseeable at the time the Contract was signed; is germane to the Contract as originally signed; and
3. The change is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of the Change Order (or series of Change Orders) does not increase the original contract price by 50% or more of the original contract price and thus the Village is not obligated to re-bid the additional work proposed under the Change Order.

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

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The Corporate Authorities of the Village of Niles approve Change Order Number 1 for Engineering Services for a staff engineer from Christopher B. Burke Engineering, Ltd., by decreasing the contract Price by $63,117.64 for a Total Contract Amount of $36,882.36 (the "Amended Contract Term").

SECTION 3: The Corporate Authorities of the Village of Niles authorize and direct the Village President, the Village Clerk, the Village Treasurer, the Village Manager and the Public Works Director, or their designees, to execute, process and deliver the necessary checks, wire transactions, change order documents and such other instruments necessary to comply with the authorization and direction set forth in this Ordinance.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June, 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Exhibit "A"

Change Order Number 1

(attached)

THE VILLAGE OF NILES

It's possible here

CHANGE ORDER #: 1

VENDOR #:	32725	DEPARTMENT:	Public Works Engineering
VENDOR NAME:	Christopher B. Burke Engineering, Lt	DATE:	6/25/24
ADDRESS:	9575 W. Higgins Road, Suite 600	P.O. #:	244862
	Rosemont, IL 60018	P.O. AMOUNT:	$ 100,000.00

Previous Change Order Amounts: $ 0.00

This Change Order Amount: -63117.64

Purchase Order Amount with all Approved Change Orders: $36,882.36

Org: 13420 Object: 520120

Reason for Change Order:

Reduction in contract value. The temporary Staff Engineer was only needed for a limited time. Fortunately, the hiring of the Civil Engineer II position was quicker than expected.

Requested by: Timothy O'Brien, Village Engineer Date: 5/30/24

Mail Invoices to:
Village of Niles
Accounts Payable
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
or email at
AccountsPayable@vniles.com

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**244862**

TAX EXEMPT No. E9998-1459-07 F.I.N. 36-6006016

VENDOR
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road
Suite 600
Rosemont, IL 60018

SHIP TO
NILES PUBLIC WORKS
6849 TOUHY AVENUE
NILES, IL 60714
Email: mag
Phone: 847-588-7900

Vendor Phone Number	Vendor Email	Vendor Number	Delivery Reference
847-823-0500	ap@cbbel.com	32725	

P.O. Date	Requisition Number	Requested by	Freight Method/Terms	Department/Location
03/07/2024	244974	Gudas, Margaret		Public Works 6849

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	3/24 Professional Engineering Svcs - Staff Enginee Professional Engineering Services for a Staff Engineer in support of the Village of Niles Engineering Department per your proposal dated 2/1/24, and per Resolution 2024-12R, as approved by the Board of Trustees at the Village of Niles Board Meeting on 2/27/24. GL Account: 13420 - 520120 $100,000.00	1.0	EACH	$100,000.00	$100,000.00

Total Ext. Price	$100,000.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
PO Total	**$100,000.00**

By: Susan Bliss
Purchasing Agent

VILLAGE OF NILES
TERMS AND CONDITIONS

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**244862**

1. A separate invoice shall be rendered for each shipment made against this order. Invoices, shipping memorandums and bills of lading shall be dated and mailed on the day of actual shipment.
2. This order is exempt from federal excise tax and sales tax.
3. Every package, bill of lading, shipping memorandum and invoice must be marked with the Village purchase order number.
4. An itemized delivery ticket, bearing the Village purchase order number, must be supplied with the goods to insure their receipt. If delivery is made by carrier, an itemized delivery ticket must be attached to the outside of the package.
5. Shipment must be made to the Ship To Address shown on the Purchase Order. If directed to the billing address rather than the Ship To Address, shipment may be refused.
6. Delays in shipment shall be reported immediately by the Vendor to the Village. The Village reserves the right to cancel any order where goods are not received within specified time of the purchase order date, unless a longer delivery period is specified in an invitation to bid or on the face of the purchase order.
7. All prices must be FOB delivery point. Where a specific purchase is negotiated FOB shipping point, the vendor must prepay shipping charges and add to the invoice. The vendor must ship complete and the most economical way prepaid unless otherwise specified.
8. Goods and materials must be properly packaged. Damaged goods or materials will not be accepted.
9. The Village reserves the right to inspect all shipments after delivery and to reject any material which may be defective or not in accordance with specifications as to quality or performance.
10. Quantities specified in the order are not to be exceeded without prior approval of the Purchasing Agent.
11. All changes to this order must be approved in writing by the Purchasing Agent.
12. TOXIC SUBSTANCES DISCLOSURE TO EMPLOYEES RIGHT TO KNOW ACT: Acceptance of this purchase order assures the Village that the seller has complied with all aspects of this Act, and further assures that the Village will receive all applicable Material Safety Data Sheets for this order, either prior to delivery or along with the shipment.
13. If seller performs labor or services under this order, Worker's Compensation and Liability Insurance Certificates and any required indemnification agreement shall be submitted to and approved by buyer before such labor or services begins.

In accepting this purchase order, the seller assures the Village that they are in compliance with the Equal Employment Opportunity Clause as required by the Illinois Fair Employment Practice Commission and applicable Federal Laws and Executive Orders. Seller shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, or terms or conditions of employment of any person.

REMEDIES NOT EXCLUSIVE: All rights and remedies granted to Purchaser herein shall be in addition to and not in lieu of any rights and remedies Purchaser may have, legal or equitable, under the Uniform Commercial Code or other Federal, State and Local Law.

*If Prevailing Wage applies:

This contract calls for the construction of a public work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the Act). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the prevailing rate of wages (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labors website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing a Bid Award and Contractual Agreement with LoVerde Construction Co., Inc. to Provide the 2024 Tracer Wire Installation Program in the Amount of $28,711

Meeting Date: 06/25/2024	Item Number **10.f**
Requested By: Public Works	Action Requested: Resolution
Prepared By: Tim O'Brien, Interim Village Engineer	Assigned to:

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Other

Link to Applicable Village Plan: Health & Safety Plan

ATTACHMENTS:

2024 Board Agenda Memo-TracerWire 06252024.docx
Resolution 2024-xxR Authorizing a Bid Award and Contractual Agreement with LoVerde Construction Inc.docx
2024 Tracer Wire-LoVerde Bid Documents.pdf
Unsigned 2024 Tracer Wire Contract LoVerde.pdf
5-29-24 BID MINUTES FOR 2024 TRACER WIRE INSTALLATION PROJECT.pdf

MOTION

I move for Board Approval of a Resolution Authorizing a Bid Award and Contractual Agreement with LoVerde Construction Co., Inc. to Provide the 2024 Tracer Wire Installation Program in the Amount of $28,711.

REASON FOR REQUEST / BACKGROUND

Bids were received from three firms for the 2024 Tracer Wire Installation Program. LoVerde Construction Co., Inc. provided the lowest contract bid price of $28,711 and has met all bid requirements. The next lowest bidder was Pirtano Construction Co., Inc. in the amount of $36,500.

Will this action involve an expenditure of funds?	Yes

If yes, is this a budgeted item?		Yes	
Impact on future budget(s)		No	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name			
Grant Funded Project		No	
Grant Source			
ORG#	50300	Total Amount for Approval	$28,711
ACCT#	530105	Budget Amount	$50,000
		Line Item Budget Amount	
		Variance	$21,289.00 under budget

Board agenda Memorandum

BOARD MEETING DATE: June 25th, 2024

TO: Village President and Board of Trustees

FROM: Timothy O'Brien, Village Engineer

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Infrastructure Planning and Funding

APPLICABLE PLAN: Health & Safety

PURPOSE AND ACTION REQUESTED:
The purpose of this memo is to provide further explanation of the resolution authorizing a contractual agreement with LoVerde Construction Company, Inc. to provide the 2024 Tracer Wire Installation Program in the amount of $28,711.00.

The action requested is board approval of the resolution.

BACKGROUND:

Bids were received and opened on May 29, 2024, from five bidders for the 2024 Tracer Wire Installation Project. LoVerde Construction Company, Inc. provided the lowest bid of $28,711.00 and has met all bid requirements. The Engineer's Estimate was $45,100.00 for the bid. This project consists of the extending tracer wires to surface of valve vault to avoid confined space entry when connecting subsurface locating for underground utility locating on Natchez Avenue from Gross Point Road to Howard Street and Oakton Street from Milwaukee Ave to Caldwell within the Village of Niles.

BUDGET: The contract is within budget.

RECOMMENDATION: Staff recommends approval of the contract.

RESOLUTION 2024-xxR

RESOLUTION AUTHORIZING A BID AWARD AND CONTRACTUAL AGREEMENT WITH LOVERDE CONSTRUCTION CO., INC. TO PROVIDE THE 2024 TRACER WIRE INSTALLATION PROGRAM IN THE AMOUNT OF $28,711

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Village has a 2024 Tracer Wire Installation Program ("Project"); and

WHEREAS, LoVerde Construction Co., Inc. ("Loverde") was the lowest responsible bidder on the Project; and

WHEREAS, LoVerde agrees to complete the Project for the amount of $28,711 and under the terms and conditions set forth in the attached Contract ("Contract"); and

WHEREAS, LoVerde agrees to provide the services under the terms and conditions set forth in the attached Contract; and

WHEREAS, the Village of Niles deems it in its best interests to enter into the Contract and proceed with the purchase as contemplated, see attached Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the following:

SECTION 1: The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees.

SECTION 2: The Contract between the Village and LoVerde Construction Co., Inc. is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, to execute the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Agreement. The Village Clerk shall attest, on behalf of the

Village, the Contract upon receipt of at least one original copy of the Contract executed by LoVerde Construction Co., Inc.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:
APPROVED by me this 25th day of June, 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Purchasing Division
1000 Civic Center Drive
Niles, Illinois 60714
(847) 588-8000

SPECIFICATIONS AND INVITATION TO BID

2024 TRACER WIRE INSTALLATION PROGRAM

Company Name: LoVerde Construction Co., Inc.

Address: 800 S. Milwaukee Ave.

City: Wheeling State: IL Zip 60090

Area Code/Phone: 847-215-7773

Email: anthony@loverdeconstruction.com

Contact(s) Anthony LoVerde

Signature: _____ Date 5-29-24

Date of Completion: August 9, 2024

Bid Deposit: 5% Electronic Bid Bond

Performance Bond: 100% Performance Bond or Certified or Cashier's Check

MUST COMPLY WITH AMENDED ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/.01 et seq.

MUST COMPLY WITH EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT, 30 ILCS 570/0.01 et seq.

Published: Wednesday, May 15, 2024

Date/Time of Bid Closing: Wednesday, May 29, 2024 - 12:00 Noon

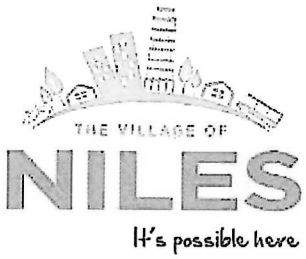
Date/Time of Bid Opening: Wednesday, May 29, 2024 - 3:00 P.M.

Date/Time of Bid Award: Tuesday, June 25, 2024 - 8-9:30 P.M.

Bid Prices and Conditions Must Be Guaranteed for 90 Days.

A. All inquiries are to be made in writing and directed to the Village Purchasing Manager, Susan Bus at slb@vniles.com 5 days prior to Bid Opening to allow sufficient time for a written response.

B. All pages of the Front End Documents and all other required documents by the contractor, such as figures, signatures, references, bid bond, etc., must be filled in and uploaded for consideration in this bid. THESE ARE IMPORTANT PARTS OF THE BID PROPOSAL. FAILURE TO COMPLY MAY BE CAUSE FOR BID REJECTION.



CHECK LIST

DOCUMENTS REQUIRED FOR BID TO BE RESPONSIVE

- **Electronic Bid Bond for Deposit**
- **Must submit Unit Pricing on the Online Bid Form**
- **Village of Niles Front End Documents - Pages 1-27**

VILLAGE OF NILES
PURCHASING DIVISION
1000 Civic Center Drive
NILES, ILLINOIS 60714
(847) 588-8000

LEGAL NOTICE

The Village of Niles will be accepting proposals for the:

2024 TRACER WIRE INSTALLATION

Specifications, general Information and proposal forms are available at QuestCDN via www.questcdn.com. Documents for Project 9105700 will be available on May 15, 2024, and can be viewed at no charge, downloaded for a $22.00 fee and a $42.00 fee to submit your proposal online via QuestCDN.

MUST COMPLY WITH AMENDED ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/.01 et seq.

MUST COMPLY WITH EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT, 30 ILCS 570/0.01 et seq.

Only Electronic proposals will be accepted until 12:00 Noon, Wednesday, May 29, 2024, via QuestCDN.

Proposals will be electronically opened in person at 3:00 P.M., Wednesday, May 29, 2024 at the Village of Niles Administration Building, 1000 Civic Center Drive, Niles, Illinois 60714. Contract will be awarded at the Village of Niles Board Meeting on Tuesday, June 25, 2024.

Nothing herein is intended to exclude any responsible firm, or in any way restrain, or restrict competition. All responsible and eligible firms are encouraged to submit proposals. The Village reserves the right to accept or reject any or all proposals, to waive informalities or technicalities in any proposal, and to accept the proposal which it deems to be in the best interests of the Village.

VILLAGE OF NILES

PROPOSAL

The undersigned having become familiar with the local conditions affecting the cost of the **2024 Tracer Wire Installation** for the Village of Niles, Illinois, and with all the Contract Documents including the Legal Advertisement, Specifications and Conditions and the Proposal, hereby proposes to provide the price of:

Twenty-Eight Thousand Seven Hundred Eleven and 0/100 ($28,711.00) in accordance with all provisions of the Contract Documents.

* Receipt of Addendum # 1 *

1. In submitting this bid, it is understood that the right is reserved by the Village of Niles, Illinois, to reject any and all bids for any reasons in the best interest of the Village. The undersigned proposes and agrees to execute and deliver the contract in the prescribed form.

2. Security in the sum of 5% Dollars ($_____) in the form of a Bid Bond Is submitted herewith in accordance with the Bid Specifications and Contract Document.

3. The Bidder agrees to sign and notarize a Non-Collusion Affidavit and to submit same with bid.

4. Scheduled Date of Completion August 9, 2024

A. If the Bidder is a Corporation, use this signature block:

LoVerde Construction Co., Inc.

a Corporation, organized and existing under the laws of the State of Illinois

By: _____
Title President

Attest: _____
Secretary (SEAL)

B. If the business is a Partnership, use this signature block:

_____

a Partnership, organized and existing under the laws of the State of_____

C. If the Bidder is an Individual, use this signature block:

_____
an Individual doing business as

_____

(Note: If the Bidder is a corporation, affix corporate seal and list below the names of its President, Treasurer and General Manager if any: If a Partnership, give full names and residential addresses of all partners; and if an Individual, give residential address if different from business address.)

CORPORATION:	PARTNERSHIP:
Anthony J. LoVerde President	_____
Anthony J. LoVerde Treasurer	_____
Lana LoVerde Secretary	_____
N/A General Manager	_____

INDIVIDUAL:

_____

_____

(Failure to sign or affix seal could delay the awarding of the bid.)

VILLAGE OF NILES, ILLINOIS

ANTICOLLUSION AFFIDAVIT OF COMPLIANCE

The party making the foregoing Proposal or bid, that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

SENATE BILL 2002 PURCHASING PROCEDURES - CERTIFICATE OF COMPLIANCE

Further, that he is not barred from bidding as a result of a violation of the bid rigging or bid rotating sections of Public Act 85-1295 (which emerged from Senate Bill 2002-effective 1/1/89).

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Companies doing work on State funded Public Works projects need to certify that 90% of their workers assigned to the project are Illinois residents when the unemployment rate exceeds 5%.

NON-DISCRIMINATION

Further, the undersigned, by signing and submitting this Bid, certifies that his firm does not and will not discriminate in its employment practices against persons because of their race, religion, sex, or place of national origin, and that the subcontractors will so certify in their own contracts. Contractor and subcontractors will pay prevailing wage rates and be licensed to operate in their respective trades within the Village of Niles.

SEXUAL HARASSMENT

The undersigned further acknowledges the illegality of sexual harassment and acknowledges, understands and is in compliance with Illinois Public Act 87-1257.

PATRIOT ACT:

Contract Representation and Warranty: The Parties represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

Name of Bidder if Bidder is an Individual — Anthony J. LoVerde, President
Name of Partner if Bidder is a Partnership
Name of Officer if Bidder is a Corporation
Subscribed and sworn to me this

29th day of May, 2024.

OFFICIAL SEAL
LISA M BARBARA
Notary Public, State of Illinois
Commission No. 988381
My Commission Expires
March 18, 2028

By: Lisa Barbara

The above statements must be subscribed and sworn to before a notary public

Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

Demographic Information

LoVerde Construction Co., Inc. (Vendor Name) 5-29-24 (Date)

Is the Vendor...

1. A Women Owned Business? YES _____ NO X
2. A Veteran Owned Business? YES _____ NO X
3. A Business as defined in the Business Enterprise for Minorities, Women and Persons with Disabilities? YES _____ NO X

Does the Vendor hold any certifications for the above categories? YES _____ NO X

Is the Vendor Self-Certifying and qualifies as a small business under U.S. Small Business Administration (SBA) standards? YES _____ NO X

Name of Subcontractor: N/A

Is the Subcontractor...

1. A Women Owned Business? YES _____ NO _____
2. A Veteran Owned Business? YES _____ NO _____
3. A Business as defined in the Business Enterprise for Minorities, Women and Persons with Disabilities? YES _____ NO _____

Does the Subcontractor hold any certifications for the above categories? YES _____ NO _____

Is the Subcontractor Self-Certifying and qualifies as a small business under U.S. Small Business Administration (SBA) standards? YES _____ NO _____

Additional sheets must be submitted for each additional subcontractor.

Vendor Signature _____
Anthony J. LoVerde

Subcontractor Signature _____

"BIDDER INSPECTION COMPLIANCE FORM"

This to certify that Anthony J. LoVerde of
Individual's Name (Please print)

LoVerde Construction Co., Inc.
Company Name (Please print)

has visited and inspected the site for this project

on May 24, 22024 at 11:00 am/pm
Date Time

Signature of Contractor

5-29-24
Date

Please Note:
This form must be completed for all Village work only - This does not include products.
It is the Bidder's responsibility to make himself fully acquainted with the conditions of the work areas. Submission of a bid will assume that the Bidder has included all labor and material necessary in the bid price to fully complete the work. Construction operations and safety are the exclusive responsibility of the Contractor.

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

DEFINITION OF TERMS

A. Bidder – Any individual, firm or corporation, submitting a Proposal for the goods or services contemplated, acting directly or through a duly authorized representative.
B. Contractor – The Bidder awarded the Contract.
C. Proposal – The offer of a Bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
D. Proposal Guaranty – The security designated in a Proposal to be furnished by the Bidder as a guarantee that said Bidder would enter into a Contract for the acceptable performance of the work and will furnish the required Contract Bond, if the work is awarded to him.
E. Prevailing Wage – Wages as determined by Illinois Department of Labor. Conciliation and Mediation Division in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., at the time of contract execution.
F. Contract - Duly executed written agreement between the Village of Niles and the Bidder incorporating the terms and conditions of the award and the parties obligations thereunder. In the event that any terms and conditions of this document conflict with the final Contract, the terms of the Contract shall prevail.

AWARD OF CONTRACT

A contract will be awarded to that responsible Bidder whose bid, conforming to the Invitation to Bid, will be most advantageous to the Village, price and other factors considered. The Village reserves the right to accept or reject any or all Proposals, to waive informalities or technicalities in any Proposal, and to accept the Proposal which it deems to be in the best interests of the Village.

QUESTCDN

Specifications, general Information and proposal forms are available at QuestCDN via www.questcdn.com. The bid documents for Project 9105700 can be viewed at no charge, downloaded for a $22.00 fee and a $42.00 fee to submit your proposal online via QuestCDN. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions and procedures.

PREPARATION OF PROPOSAL

The Contract Documents may be obtained at the Office of: QuestCDN at www.questcdn.com upon payment of $22.00 for each set. Bidders will be charged a fee of $42.00 to submit a bid electronically. The Bidder **must** submit the **Proposal electronically via QuestCDN.** All blank spaces on the Proposal form must be filled in. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or signed name of a corporation by an officer whose title shall be stated.

TAXES NOT APPLICABLE

The Village of Niles as a municipality pays neither Federal Excise Tax nor Illinois retailer's occupational tax, and therefore these taxes should be excluded from Proposals.

WITHDRAWAL OF PROPOSALS

No Bidder shall withdraw or cancel his Proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of Proposals; the successful Bidder shall not withdraw or cancel his Proposal after having been notified by the Purchasing Manager or designee that said Proposal has been accepted by the Village Board of Trustees. The Village Board of Trustees reserves the right to accept or reject any and all bids or waive technicalities, or accept any Proposal.

BID DEPOSIT

A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty five dollars ($25.00). **Such bid deposit shall be in the form of an electronic bid bond.** If a bid deposit is required, it will be indicated accordingly on the front sheet of the bid.

The Village may call in the bid bond in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his bid and according to the plans and specifications in case the contract shall be awarded to him. Bids shall be opened at the hour and place as stated in the Notice to Bidders (contained herein).

EXECUTION OF BOND
The successful Bidder, within fifteen (15) calendar days after acceptance of the Bidder's Proposal by the Village, shall furnish a satisfactory payment and performance bond for the full amount of the Contract when required under the documents.

LICENSE/REGISTRATION
The General Contractor must have a current contractor's license/registration with the Village of Niles.

PERMITS
The General Contractor must apply for a permit for the awarded project. The permit will be issued at no charge.

COMPETENCY OF BIDDER
No Proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Purchasing Manager of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and Proposals.

CATALOGS
Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

SUBLETTING OF CONTRACT
No contract awarded by the Village of Niles shall be assigned or any part sub-contracted without the written consent of the Purchasing Manager or designee. In no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.

VILLAGE ORDINANCES
The Contractor will strictly comply with all ordinances of the Village of Niles and laws of the State of Illinois.

COMPLIANCE WITH LAWS AND REGULATIONS
The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees. Contractor further agrees and shall certify to Village that Contractor is compliant with this provision.

INSPECTION
The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager or authorized representative as not in accordance with the contract specifications shall be replaced by the Contractor at no cost to the Village.

USE OF TRADE NAMES
In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish

an "equal", the proposed "equal" item must be so indicated in the written Proposal. The Village shall be the sole determiner of the equalness of the substitute offered.

DELIVERIES
All materials shipped to the Village of Niles must be shipped F.O.B. Niles, Illinois.

INTERPRETATION OF CONTRACT DOCUMENTS
Any Bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may request an interpretation thereof from the Purchasing Manager. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Bidder, or in the event The Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Purchasing Manager. No oral explanations will be binding.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be emailed to all prospective Bidders that have downloaded the bid documents and posted on the Village's website. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Bidders responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

Any and all special conditions and specifications attached hereto, which vary from the general terms and conditions, shall have precedence.

HOLD HARMLESS
Bidder agrees to indemnify, save harmless and defend the Village of Niles, its agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

TERMINATION OF CONTRACT
The Village reserves the right to terminate the whole or any part of the Contract, upon written notice to the Bidder, in the event that sufficient funds to complete the contract are not appropriated by the Village of Niles. The Village further reserves the right to terminate the whole or any part of the Contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of the Contract in accordance with its terms.

In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and the fault or negligence of the Bidde

INSURANCE

A. **Worker's Compensation and Employer's Liability** with limits not less than:
   a. Worker's Compensation: Statutory;
   b. Employer's Liability: $1,000,000 injury-per occurrence
   c. To include bodily injury or disease. Such insurance shall evidence that coverage applies in the State of Illinois.

B. **Comprehensive Motor Vehicle Liability** with limits for vehicles owned, non-owned or rented not less than:
   a. Automotive Liability Combined Single Limit: $1,000,000 per accident

C. **Commercial General Liability** with coverage written on an "occurrence" as is and with limits no less than:
   a. Each Occurrence: $2,000,000, to include Insurance Services Office (ISO) Form CG 00-01
   b. General Aggregate: $3,000,000
   c. Coverage to include products and completed operations property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

D. **Professional Liability** (if Design/Build) with coverage written on an "occurrence" as is and with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

E. **Coverage's shall include:**
   a. Premises/Operations
   b. Independent Contractors
   c. Personal Injury (with Employment Exclusion deleted)
   d. Broad Form Property Damage Endorsement
   e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

F. **Umbrella Policy.** The required coverage's 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. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount $3,000,000 per occurrence or claim, which may be adjusted dependent on the scope and scale of the project.

G. **Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

   a. The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

   b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

   c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Village.

   d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

e. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Village for all work performed by the Contractor, its employees, agents and subcontractors.

f. Verification of Coverage: Contractor shall furnish the Village with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Village before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

g. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Village is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

FREEDOM OF INFORMATION ACT

Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

PREVAILING WAGE

The Contractor is required to pay wage rates in accordance with the Illinois Prevailing Wage Act (Illinois Compiled Statutes, Chapter 820, par. 130-1 to 130-12).

- **Effective August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project (*Amendment attached).**
- **The Village of Niles can withhold payment if the monthly certified payrolls have not been received.**
- **Effective January 1, 2008, Public Act 095-0635 amended the Prevailing Wage Act by requiring public works contractors, before work commences, to file with the public body, certification that they have a substance abuse program and provide drug testing.**

The Village has adopted the prevailing wages as determined by the Illinois Department of Labor for Cook County. Such prevailing wage rates establish the minimum wages, overtime rate and fringe benefits to be paid by the Contractor and any subcontractors to all laborers, workers, mechanics, and owner/operators employed under this contract. The Contractor shall post a copy of the enclosed scale of prevailing wages to be paid in a prominent and easily accessible place at the site of the work. Any revisions to the General Wage Decision prior to the date of the contract shall be in force for the duration of the contract. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing

wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. Contractor to provide the pay scale for the employees/contractors on the project.

SUBMISSION OF CERTIFIED PAYROLL

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Niles pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Contractor and each subcontractor shall ,no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

PAYROLL RECORDS

The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

To receive payment for work conducted for the Village of Niles, contractors must provide the email certification and a copy of the data (certified payroll) received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

SUBMISSION OF WAIVERS

Partial and/or Final Waivers must be attached to each pay request. <u>The Village of Niles does not allow trailing waivers.</u>

EMPLOYEE INTERVIEWS

The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

Cook County Prevailing Wage Rates posted on 4/15/2024

						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		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION ELECTRICIAN	All	BLD		48.66	58.37	1.5	1.5	2.0	2.0	13.90	14.40	1.25	1.31	0.25	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	ALL		53.80	58.37	1.5	1.5	2.0	2.0	18.65	19.55	1.25	1.81	0.60	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00

OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	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		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		51.15	55.24	1.5	1.5	2.0	2.0	14.18	28.45	0.00	1.05	0.00	0.00	0.00

Cook County Prevailing Wage Rates posted on 4/15/2024

SIGN HANGER	All	BLD		35.72	38.58	1.5	1.5	2.0	2.0	7.15	4.60	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
SURVEY WORKER	All	BLD		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
SURVEY WORKER	All	HWY		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	41.75	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	42.00	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	42.20	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	42.40	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	42.18	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	42.33	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	42.53	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	42.73	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	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.

Explanations COOK 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.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

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.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

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.

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.

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 - EAST & WEST

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 30 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.

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".

2005 Prevailing Wage Act Changes

Certified Payroll Requirements (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, 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 the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works 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. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased Penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1,2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1,2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of $5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

QUALIFICATIONS:

List firms or organizations for whom you have done similar work

Please list recent references:

1. Catholic Cemeteries
Name of Firm
Mark Olesen — 708-449-6100
Person to contact - Title — Phone No.

2. Village of Arlington Heights
Name of Firm
Jim Zaharopoulos — 708-774-9943
Person to contact - Title — Phone No.

3. Northwestern University
Name of Firm
Keith Raheem — 847-491-3677
Person to contact - Title — Phone No.

This page must be completed in order for your bid to be considered.

1. Address and description of the Bidder's place of business. If more than one place of business, list all places of business.

2. The number of years engaged in the contracting business under the present firm name and the type of business entity. If a partnership, the date of the partnership's formation; if a corporation, the date of incorporation and the state where incorporated.

3. A list of the property and equipment available to the Bidder to complete the work in accordance with the bidding documents.

4. A financial statement of the Bidder showing that the Bidder has the financial background to meet all obligations incidental to the work. **The financial statement will be requested if the vendor is considered for this project.**

5. The Bidder's performance record, giving the description, and location of similar projects, constructed by the Bidder as the general contractor. List the name, title and phone number of the person employed by the owner to supervise such construction.

6. A list of projects under contract, the approximate contract amount, and percent of completion of each.

7. Similar projects completed within the public sector by the Bidder.

8. A list of contracts which resulted in lawsuits. List name and case number of each such lawsuit and current status.

VILLAGE OF NILES
CONTRACT FOR THE

2024 Tracer Wire Installation

Contract Number: ***[V24-10]***

VILLAGE OF NILES
CONTRACT FOR THE
2024 Tracer Wire Installation
Bid Specifications

Contract Number: ***V24-10***

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VILLAGE OF NILES
CONTRACT FOR THE
2024 Tracer Wire Installation
Bid Specifications

Contract Number: ***V24-10***

In consideration of the mutual promises set forth below, the ***Village of Niles, 1000 Civic Center Dr., Niles, IL 60714***, an Illinois municipal corporation ("*Owner*"), and ***[LoVerde Construction Co., Inc, 800 South Milwaukee Ave., Wheeling, IL 60090]***, a ***[form of organization]*** ("*Contractor*"), make this Contract as of June 25, 2024, (the "*Effective Date*") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must 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 Documents/Drawings identified in the list attached hereto as Attachment C.

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 Contract.

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 must commence the Work not later than the "*Commencement Date*" set forth on Attachment A and must 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 must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such Documents/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 must include, but are not 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 must provide ***[three]*** complete sets for each Required Submittal. All Required Submittals, except Documents/Drawings, must be prepared on white 8-1/2" x 11". Two blueline prints and one sepia transparency of each drawing must be provided. All Documents/Drawings must 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 must 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 will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may 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 will be for the sole purpose of examining the general management, design, and details of the proposed

Work, does 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 may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is 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 Documents/Documents/Drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, 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 is 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 must 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 governs is final, and any corrective work required does 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 must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Documents/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 will 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 is 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 must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must 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 must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Documents/Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating al field deviations from Attachment B or the Documents/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.

1.9 Safety at the Work Site

Contractor is 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 applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must 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 therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, 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 is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, 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 will 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 must, 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 exist without regard to, and may 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 must 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 must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does 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 is 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*" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must 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 must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will 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 has 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 must 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 must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will 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 must 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 may 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, nor may 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 has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in

which 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 must pay Contractor (1) such direct costs, excluding overhead, as Contractor has 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 may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has 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 must be made within two business days following receipt of such Change Order, and may, 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 will 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 must, 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 will 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, may 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 are subject to inspection and testing by Owner or its designated representatives. Contractor must 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 must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must 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 must pay such cost.

C. Correction. Until Final Payment, Contractor must, 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 will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is 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, promptly and without charge, must 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 to this Contract or by law. The above warranty may 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 may 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 may 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 requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is 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 is a precondition to Final Payment and does 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 is 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 must 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 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, 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, must 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 must provide certificates and policies of insurance evidencing the minimum insurance coverages 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 must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has been given by the insurance company to Owner. Contractor must, 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 coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives 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 solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will 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 must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, 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 must be submitted not sooner than 30 days following commencement of the 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 must 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 must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must 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 may be finally accepted when, and only when, the whole and all parts thereof 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 must 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 must 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, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will 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 may 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 will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will 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 must, 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 must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will 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 does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will 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 will 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 is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is 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 must, 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 is 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 will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will 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 10 days after receipt of such demand, then Contractor will 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 will 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, Documents/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 will be deemed to be assigned to Owner without any further action being required, but Owner may 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 Additional 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 will 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 is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent Contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers 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/Prohibited Interests

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 is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have

an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may 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 will 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 must be held confidential by Contractor and may 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 may 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 may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

	with a copy to:
Village of Niles	Village of Niles
1000 Civic Center Dr.	1000 Civic Center Dr.
Niles, IL 60714	Niles, IL 60714
Attention: _____	Attention: Village Attorney

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

	with a copy to:
LoVerde Construction Co., Inc.	_____
800 S. Milwaukee Ave.	_____
Wheeling, IL 60090	_____

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must 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 Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; 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 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is 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.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the Contractor or subcontractor that 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 Act, and (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will 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 must 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 must 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 will 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

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

Village of Niles

By: _____

Name: _____George D Alpogianis _____

Title: _____Village President_____

Attest:

By: _____Mc Creery, Denise _____

Name: _____Village Clerk _____

Title: _____

LoVerde Construction Co., Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

[contractor's 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 violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20___.

LoVerde Construction Co., Inc

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20___.

My Commission expires: _____

_____
Notary Public

(SEAL)

VILLAGE OF NILES
CONTRACT FOR THE
2024 Tracer Wire Installation
Bid Specifications
ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**: The installation of tracer wire splices within valve vaults and adjacent to fire hydrants. Refer to the special provisions attachment B for detailed scope of work;

2. **Work Site**: The Village of Niles 2024 Tracer Wire Installation is located within the public right-of-way on the Village's local road network.

3. **Insurance Coverage**:

Refer to Invitation to bid front end Documents.

RETURN WITH BID

4. Contract Price:

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

The Owner may adjust the quantities of this Bid to match their budget, and if awarded the Contract the Bidder agrees to perform and complete the work at the Contract Unit Prices submitted herein.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

PART A – Base Bid - Per attached atlas

Unit Price Item		Unit	Approximate Number of Units	Price Per Unit	Extension
1	VALVE VAULT – PAVED AREA	EACH	24	$830.50	$19,932.00
2	VALVE VAULT – LAWN AREA	EACH	8	$810.50	$6,484.0
3	FIRE HYDRANT BOX	EACH	2	$1147.50	$2295.00

TOTAL CONTRACT PRICE: (*write in numbers only*):

$ 28,711.00

RETURN WITH BID

B. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities

and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

5. Progress Payments:

A. General. Owner must 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. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

(1) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will 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 will 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 may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

(2) Job Order Work The quantities provided above are estimates of the unit required to complete the work. If there are unused quantities at the completion of the work as shown in the plans, then the contractor will be expected to provide job order work at alternative locations within the Village of Niles. There shall be no additional compensation for the job order work, and the bidder shall include all necessary mobilization, overhead, and supervision costs in the unit prices as submitted.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

6. Per Diem Administrative Charge:

$500.00 per day

7. <u>Standard Specifications</u>:

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

The Contract also includes Owner's Village Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

VILLAGE OF NILES

Department of Public Works
Engineering Division
6849 W. Touhy Avenue
Niles, Illinois 60714-3174
(847) 588-7900

2024 Tracer Wire Installation

Contract Number: V24-10

ATTACHMENT B

SPECIFICATIONS

VILLAGE OF NILES
CONTRACT FOR THE

2024 Tracer Wire Installation

Contract Number: ***V24-10***

ATTACHMENT B

SPECIFICATIONS / SPECIAL PROVISIONS

I. INDEX FOR SPECIAL PROVISIONS

1. DESCRIPTION OF WORK 2
2. WORK SCHEDULE & COMPLETION DATE 2
4. REQUIRED PERMIT, BOND, AND INSURANCE REQUIREMENTS 3
5. SUB-CONTRACTORS 3
6. PAYMENT PROCEDURES 4
7. SHOP DRAWINGS, PRODUCT DATA, RECORDS AND SAMPLES 4
8. SEQUENCE OF OPERATIONS 6
9. MOBILIZATION 6
10. PROJECT STAGING AND MATERIAL STORAGE 6
11. PUBLIC CONVENIENCE AND SAFETY 6
12. DISCREPANCY IN PLANS 7
13. WARRANTY 7
14. TRACER WIRE INSTALLATION – VALVE VAULT 7
15. TRACER WIRE INSTALLATION – FIRE HYDRANT ACCESS BOX 8
16. TRAFFIC CONTROL AND PROTECTION 9

SPECIAL PROVISIONS

The "Standard Specifications for Road and Bridge Construction" (SSRBC) prepared by the Department of Transportation of the State of Illinois and adopted on January 1, 2022 “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2024 herein referred to as "IDOT ‘Standard Specification’ " and the ISPE “Standard Specifications for Water and Sewer Construction in Illinois”, latest edition, govern the construction of the proposed improvement designated as Job No. V24-10. All references to method of measurement and basis of payment shall be governed by the “Contract Special Provisions” below, herein referred to as “Special Provisions”. In the event of a conflict with any part of said standard specifications, said “Contract Special Provisions” and IEPA design requirements shall take precedence and shall govern.

1. DESCRIPTION OF WORK

The scope of work consists of the installation of tracer wire in various water valve vaults to facilitate water main locating along various streets within the Village of Niles.

2. WORK SCHEDULE & COMPLETION DATE

A. Bid Award:	June 25, 2024	(Tuesday)
B. Notice to Proceed:	July 8, 2024	(Monday)
C. Final Completion:	August 9, 2024	(Friday)

Before bidding on this project, the Contractor is advised to take a detailed look at the project site, taking into consideration the drawings, proposal, and specifications.

Within ten (10) days after the notice of award but not less than three (3) days before the pre-construction meeting, the Contractor, unless otherwise directed by the Engineer, shall submit to him a progress schedule, which shall show the proposed sequence of work and how the Contractor proposes to complete the various items of work within the allotted time. The schedule shall be used as a basis for establishing major construction operations and for checking the progress of the work.

Streets will remain open to local traffic and emergency vehicles except those portions of the roadway under construction. Therefore, all items of construction will be done in such a manner as to keep at least one lane in each direction open to traffic and emergency vehicles at

all times. Additionally, the Contractor shall conduct their work to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the Engineer, the Contractor has obstructed or closed the road or is carrying on operations over a greater area than necessary for the proper execution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before work is started on any other section.

Before starting work, the Contractor shall submit a work schedule to the Village's Engineering Division.

Should the Contractor fail to complete the work per the Work Schedule, then the Contractor shall be liable to the Village of Niles in the amount shown in Article 108 of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, "Failure to Complete the Work on Time".

The Contractor is permitted to work (including starting equipment and staging trucks) between the hours of 7:00 AM to 6:00 PM on Monday through Friday and 8:00 AM to 5:00 PM on Saturday. The Contractor cannot work before or after these hours. No work shall be performed on Sundays or legal holidays without written permission from the Village of Niles.

3. REQUIRED PERMIT AND BOND

All permits, bonds, and insurance required by the Village of Niles and by other parties involved in or effected by the project (such as any and all Highway permits, permits of MWRDGC, IEPA CCDD, IEPA NPDES, Cook County Forest Preserve, etc.) shall be obtained by the Contractor at their own expense and approved by the Village before commencement of work.

4. SUB-CONTRACTORS

All Sub-Contractors and Material Suppliers must submit waivers before payment can be made to the General Contractor.

Subletting of the Contract shall be done in accordance with Check Sheet #2 of the IDOT "Recurring Special Provisions".

The Contractor shall submit the list of subcontractors and, at the request of the Village, information specified in item "Bidding Requirements and Award of the Contract" of these Special Provisions. List of subcontractors and required information shall accompany contract signed by the Contractor.

The Village reserves the right to waive technicalities and to reject any subcontractor in the same way as provided in item “Bidding Requirements and Award of the Contract.

5. PAYMENT PROCEDURES

This project has been financed by the Village of Niles funds.

Progress payments are typically made on monthly basis. The Contractor is required to provide invoice, waivers of lien from all Sub-Contractors, and certification of materials, used in the project, before payment can be made. Invoices, waivers, and material certification shall be submitted to the Engineering Division a minimum ten (10) calendar days before day of payment. Retainage for the contract shall be 10%. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price per bid. The Village reserves the right to eliminate any portion of the contract at any time. In this case payment will be made for actual amount of work performed.

Quantities for any pay item may be increased or decreased from the proposal amount without any change to the contract unit price. In the case of some pay items, a nominal quantity may have been provided to establish a unit price for the item, or additional quantity included to cover unforeseen conditions.

Payments to Subcontractors shall be made by the Contractor in a timely manner as required by the IDOT BDE “Special Provisions” - Payments to Subcontractors.

6. SHOP DRAWINGS, PRODUCT DATA, RECORDS AND SAMPLES

A. Contractor's Responsibilities and Submittal Procedures

1. Shop Drawings, Product Data, and Samples are part of the Work under this Contract, and if also specified, televising recording and/or photographs. The Contractor must provide them at the contractor’s expense to the satisfaction of the Engineer.

2. The Contractor must submit to the Engineer those Shop Drawings, Product Data, Samples required for the Work involved under this Contract in accordance with the Schedule.

3. The Schedule must include a schedule of proposed submittal dates. The dates listed in the Schedule must allow sufficient time for review and processing of Shop Drawings or other data by the Village. The re-submittal and approval of the aforementioned items, if necessary, will need to be complete prior to performance of the Work they represent under this Contract. No extensions of time will be granted to the Contractor because of failure to have Shop Drawings, Product Data, Samples, televising recording and photographs

submitted in time to allow for review, re-submittal and final review. The Contractor must also submit a separate submittal schedule (in table format), in addition to the Schedule, identifying all Submittals with submittal dates to the Engineer for review and approval.

4. The Engineer's review and acceptance of Shop Drawings in no way relieves the Contractor from responsibility for errors or omissions that may exist in the Work or on the certified Shop Drawings. Where such errors or omissions are discovered, the Contractor must correct them at no additional cost to the Village. Submittals must be sufficiently complete to allow for proper review. The Contractor must submit all Shop Drawings, Product Data, Samples, televising recording and photographs to the Engineer for review with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted. The Contractor must coordinate Submittals into logical groups or sets to facilitate review of several related items.

5. Any Submittal that in the Engineer's sole opinion is not complete and in proper form will be returned to the Contractor without review. The Contractor must not submit as Shop Drawings duplicates or reproductions of any Contract documents issued by the Village.

6. Digital submittals are accepted and are the preferred format for submittals. If hard copies of submittals are provided they must be provided in the following quantities unless a greater number is specified elsewhere in the Contract or required by the Engineer:

a. Shop Drawings: Submit one reproducible and four prints or one digital copy. (Prints must be collated into sets.);
b. Product Data: Submit four hard copies of Product Data or one digital copy;

11. Before submitting Shop Drawings or Product Data the Contractor must notify the Engineer in writing of any deviations in the Submittals from the requirements of the Contract. If deviations from the Contract requirements are rejected by the Engineer or if evaluation of the deviations delays the progress of Work, any delay caused will not be compensable by a time extension.

6. Shop Drawings, Product Data, Certifications, and Samples are required as indicated in the associated special provisions and at a minimum for the following items:

- **Tracer Wire System Materials and Installation**

GENERAL CONDITIONS

All work indicated in the plans and specifications shall be included in the Contractors bid. Any work shown or noted for which a specific pay item is not indicated shall be considered to be included in general cost of the work and associated applicable pay items as a general condition.

Where possible general condition items have been noted as “included” for the convenience of the contractor, but such annotation is not intended to be comprehensive throughout plans and specifications. Refer to IDOT SSRBC Division 100 for additional General Conditions.

7. SEQUENCE OF OPERATIONS

This item shall supplement Section 107.09 of the IDOT "Standard Specifications" relating to least interference with traffic. The Contractor shall be responsible to maintain reasonable access at all times to any private property affected by the work. This work will not be paid for separately but shall be considered included in the Project General Conditions.

8. MOBILIZATION

This work shall be performed in accordance with Section 671 of the IDOT "Standard Specifications" and as directed by the Engineer.

Any mobilization, remobilization and/or demobilization by the Contractor shall not be paid for separately but shall be included in the cost of the associated pay items and considered included in the Project General Conditions.

9. PROJECT STAGING AND MATERIAL STORAGE

Equipment storage and material staging areas are the complete responsibility of the Contractor, but must be approved by Village prior to placement of any materials. The Village does not guarantee the availability of public land for off-site storage and staging areas. Any area used must be maintained at all time in a clean and safe condition. Any equipment or material area intended for use in excess of two (2) weeks shall be secured with a temporary chain link fence and visual/wind screen, per the Village of Niles ordinances and Community Development Department standards.

Should a public property site outside the right-of-way be made available to the Contractor by the Village, the Contractor shall be responsible at all times for maintaining the safety and cleanliness of the site. The Village of Niles shall also be reimbursed for the use of any of its property at the rate of $1,000 per month. Partial months shall be prorated on the basis of calendar days of the month. The area shall be restored to as-good-as or better than existing conditions upon completion of the project, and prior to final payment. Approval of any use of public property, other than the project right of way, may be revoked at any time with two week verbal or written notice by the Village.

10. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and residents shall be

provided for in an adequate and satisfactory manner as specified in Section 107 of the IDOT "Standard Specifications" and as directed by the Engineer.

Streets shall remain open to local traffic during construction. Temporary closure of a portion of the street under construction shall be confirmed with the Engineer on a daily basis. The Contractor shall provide access to abutting properties and keep street open to emergency vehicles at all times during construction of the project.

Sufficient number of on-street and off-street parking spaces for residents and local businesses shall be kept accessible at any time in the course of the project. Sequence of removal and replacement of curb, sidewalk and other elements of the street will be established by the Engineer in the field.

The backfilled trenches shall be maintained free of ruts and potholes as necessary to support traffic and parking. The trenches shall be restored to final patch condition as soon as possible to minimize impact to residents and business operations. To facilitate final restoration within the roadway, staged pressure tests will be required.

11. DISCREPANCY IN PLANS

Any discrepancy in plans or contract request for proposal shall be referred to the Engineer for clarification and proper interpretation.

12. WARRANTY

It shall be the responsibility of the Contractor to provide a warranty for all the material and workmanship of this improvement by correcting all defects for a period of one (1) year from the date of completion of the contract.

13. TRACER WIRE INSTALLATION – VALVE VAULT

The work shall be in accordance with manufacturer's recommendations and consists of all items, materials, and labor needed for a complete and proper installation for extending tracer wire from the bottom of the water valve vault to the top of the water valve vault to facilitate water main locating. The vaults should be considered confined spaces and all work shall be completed in accordance with OSHA confined space requirements. The work includes, but is not limited to confined space entry, dewatering of vault, including erosion and sedimentation control methods and devices to provide protection to the environment from all pumping operations, construction layout, installation of wire and brackets mounted to vault walls, removal and disposal of waste excavated materials, removal and disposal of debris from vaults, protection, repair, or replacement of existing utilities, wire connections, traffic control, and complete surface restoration.

MATERIALS:

Tracer wire for shall be a #12 AWG HS-CCS high-strength copper clad steel conductor (HS-CCS), insulated with a 30 mil, high-density, high molecular weight polyethylene (HDPE) insulation, and rated for direct burial use at 30 volts. HS-CCS conductor must be at 21% conductivity for locating purposes, break load 380 lbs. minimum. HDPE insulation shall be RoHS compliant and utilize virgin grade material. All splices in the wire to connect main line tracer wire shall use Copperhead SnakeBite Part #SCB_01-SR or approved equal. Insulation of tracer wire shall be blue and grounding rod red meeting the APWA color code standard for identification of buried utilities. Tracer wire shall be Copperhead™ HS-CCS HDPE 30 mil or pre-approved equal.

CONSTRUCTION REQUIREMENTS:

Tracer wire shall be extended up the vault wall using secured neatly and firmly to walls with stainless steel clips, to the top (inside) of each valve vault, leaving enough slack in the wires so that it may be pulled out of the valve vault. All splices in the wire to connect main line tracer wire shall use Copperhead SnakeBite Part #SCB_Ol-SR or approved equal. Connections shall be made with enclosed lug direct bury connectors with internal silicone sealant, Copperhead Industries "DryConn" Direct Bury Lug, # 3WB-Ol or approved equal.

The Contractor is responsible for testing and ensuring the continuity of the tracing wire during installation, the Village will test the integrity of the tracing wire at the end of construction.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per each valve vault for TRACER WIRE INSTALLATION – VALVE VAULT, by the location noted, regardless of size or depth.

14. TRACER WIRE INSTALLATION – FIRE HYDRANT ACCESS BOX

The work shall be in accordance with manufacturer's recommendations and consists of all items, materials, and labor needed for a complete and proper installation of tracer wire access box adjacent to each fire hydrant. The work includes, but is not limited to, excavation to a depth to install a tracer wire access box, including erosion and sedimentation control methods if required, construction layout, installation of access box, extension of tracer wire if required, removal and disposal of waste excavated materials, protection, repair, or replacement of existing utilities, wire connections, traffic control, and complete surface restoration.

MATERIALS:

Tracer wire access boxes shall be tamper-proof, with cast or ductile iron blue lid with a brass wire harness and external brass connection screw, magnetized location purposes, (Copperhead

Industries, LD14-ADJ-B or LDXL36-B in unpaved areas or approved equal. Tracer wire shall be #12 AWG HS-CCS high-strength copper clad steel conductor (HS-CCS), insulated with a 30 mil, high-density, high molecular weight polyethylene (HDPE) insulation, and rated for direct burial use at 30 volts. HS-CCS conductor must be at 21% conductivity for locating purposes, break load 380 lbs. minimum. HDPE insulation shall be RoHS compliant and utilize virgin grade material. All splices in the wire to connect main line tracer wire shall use Copperhead SnakeBite Part #SCB_01-SR or approved equal. The insulation of tracer wire shall be blue meeting the APWA color code standard for identification of buried utilities. Tracer wire shall be Copperhead™ HS-CCS HDPE 30 mil or pre-approved equal.

CONSTRUCTION REQUIREMENTS:

Excavate to install tracer wire access box and locate tracer wire. Excavation shall be limited to a maximum of 24” depth of hand digging to locate tracer wire stub. Contractor will be responsible for using radio detection to locate tracer wire prior to digging. Locate the box behind the fire hydrant away from the flow of water, within two feet of the hydrant barrel. Restore surface upon completion. The Contractor is responsible for testing and ensuring the continuity of the tracing wire during installation, the Village will test the integrity of the tracing wire at the end of construction.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per each tracer wire access box at fire hydrants for TRACER WIRE INSTALLATION – FIRE HYDRANT ACCESS BOX, regardless of depth or location.

15. TRAFFIC CONTROL AND PROTECTION

This work shall consist of providing Traffic Control and Protection during construction operations.

MATERIALS: Traffic Control equipment and material shall meet the requirements of Sections 1093, 1095, and 1106 of the IDOT “Standard Specifications”.

CONSTRUCTION REQUIREMENTS: All signs, signals, markings, traffic cones, barricades, warning lights, flagmen, and other traffic control devices must conform to the IDOT “Standard Specifications” and “Special Provisions”. The Contractor shall obtain, erect, maintain, and remove all traffic control devices in accordance with Article 107.14 of the “Standard Specifications” Sections 701 and 703 of the IDOT “Standard Specifications”, Check Sheet LRS 3 of the IDOT “Recurring Local Roads and Streets Special Provisions”, details located in the plans, and the following IDOT Standards:

701101-05	Urban Lane Closure, OffRdOp – Multi Ln – LessThan15ftToEOP
701501-06	Urban Lane Closure, 2 L, 2 W, Undivided
701606-10	Urban Single Lane Closure, Multilane, 2W with Mountable Median
701701-10	Urban Lane Closure, Multilane Intersection
701801-06	Sidewalk, corner, or crosswalk closure
701901-09	Traffic Control Devices
TC-10	Traffic Control & Protection for Side Roads, Intersections, Driveways

Placement and maintenance of all traffic control devices shall be as directed by the Engineer. The Engineer shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in appropriate standards.

The Contractor shall be responsible for seeing to it that all barricades, warning signs, lights, and other devices installed by him/her are in place and operating 24 hours a day, including Sundays and holidays during the time this contract is in force. All streets shall remain open and abutting properties accessible to local and emergency traffic at all times during construction. In the event of severe weather conditions, the Contractor will be required to furnish any additional personnel and equipment necessary to provide traffic control and protection required by the Engineer.

As a part of work zone traffic control, the Contractor is responsible for installation of “No Parking” signs in the locations approved by the Engineer. The number of “No Parking” signs shall be sufficient for clear notification of residents and local businesses of a construction work in the area. Signs shall be installed 24 hours ahead of a particular construction operation and shall be removed after completion of this operation. “No Parking” signs will be supplied by the Village. “No Parking” signs shall be affixed to a type II barricade, utility pole, or tied with string around parkway trees.

In the event of severe weather conditions, the Contractor will be required to furnish any additional personnel required to maintain all traffic control devices properly as directed by the Engineer.

To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, public safety, and public convenience, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis. The Contractor shall dispatch sufficient resources within 2 hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard. Other deficiencies shall be corrected within 12 hours. If the Contractor fails to restore the required traffic control and protection within the time limits specified above, the Engineer may impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the

Engineer's acceptance of the corrections. For this project, the daily deduction will be $500 per day. In addition, if the Contractor fails to respond, the Engineer may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the Contractor. The corrective action will in no way relieve the Contractor of their contractual requirements or responsibilities.

VILLAGE OF NILES
CONTRACT FOR THE

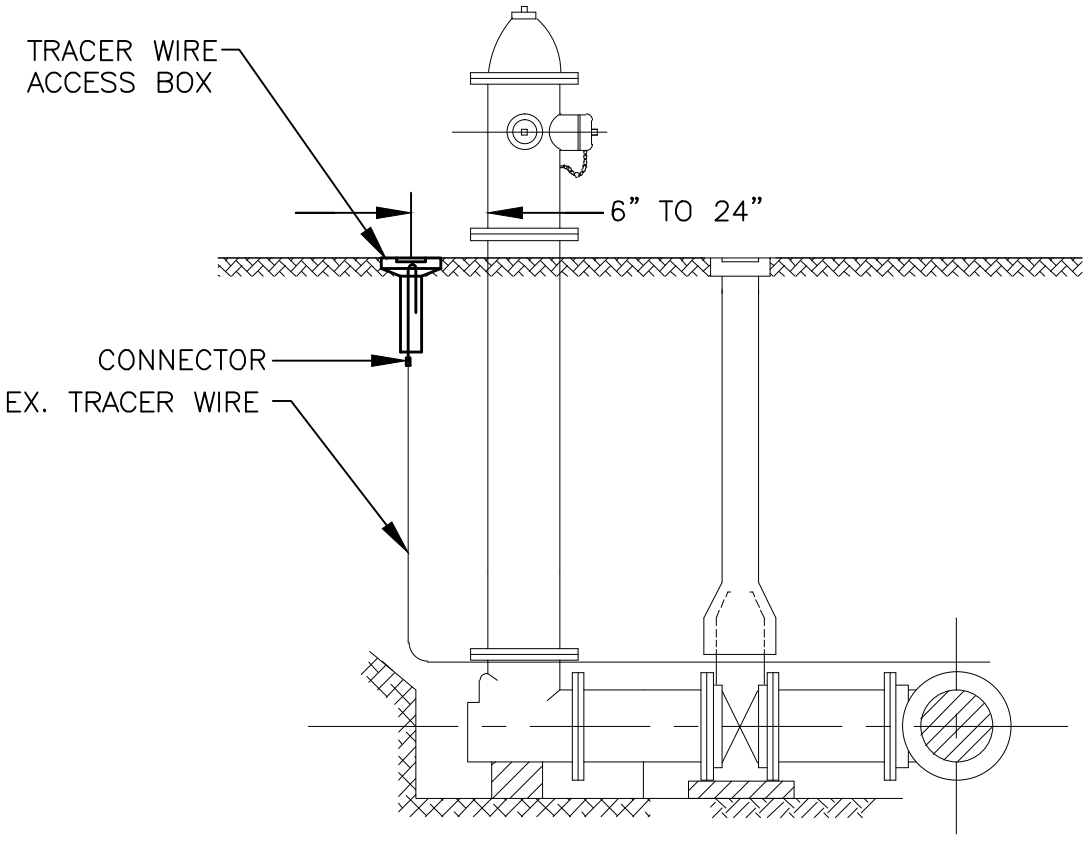
2024 Tracer Wire Installation

Contract Number: ***V24-10***

ATTACHMENT C

LIST OF DOCUMENTS/DRAWINGS

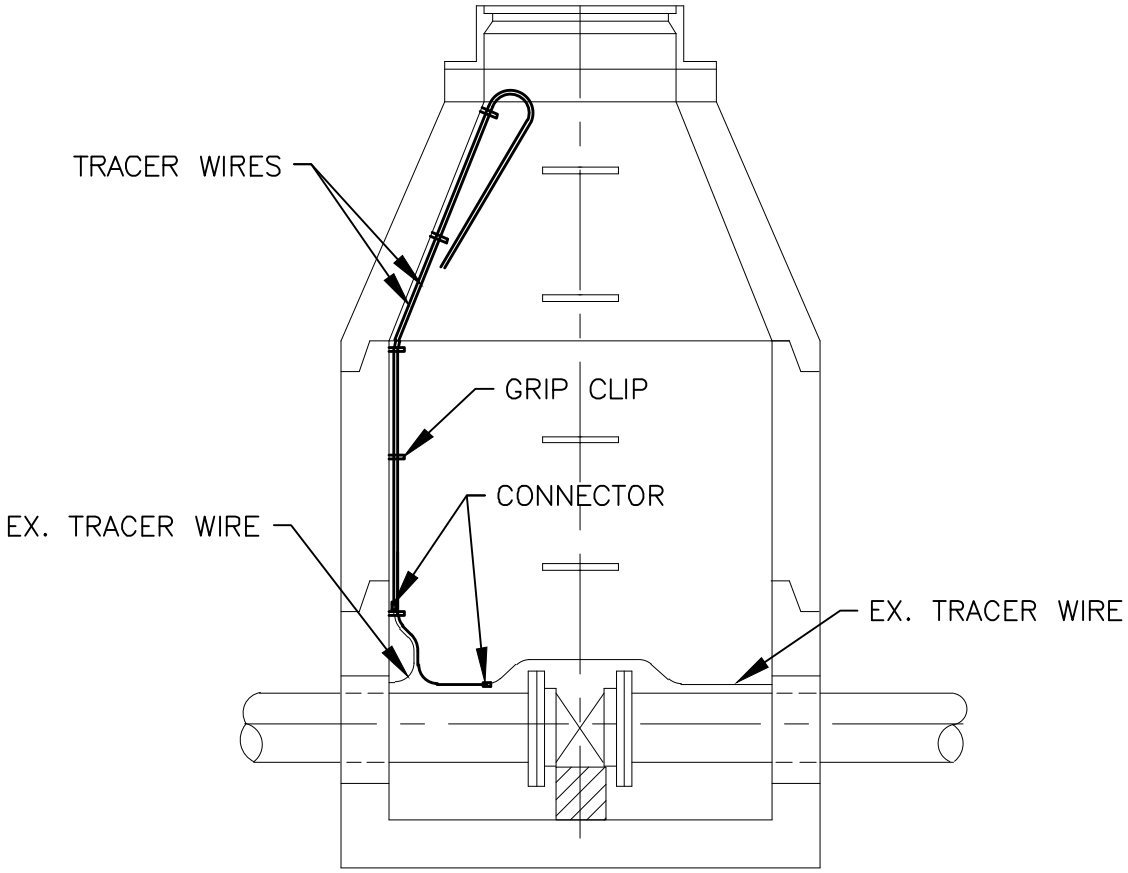
SHEET NO(S).	SHEET TITLES	DATE LAST REVISED
2	Detail Drawings	12/10/18
6	Water Main Atlas Sheets	04/29/24
	IDOT Highway Standards (Latest Editions available at http://www.idot.illinois.gov/doing-business/procurements/engineering-architectural-professional-services/consultants-resources/highway-standards-and-district-specific-standards)	Latest Editions



TRACER WIRE ACCESS BOX
FIRE HYDRANT DETAIL

NO SCALE

N.T.S



TRACER WIRE VAULT DETAIL

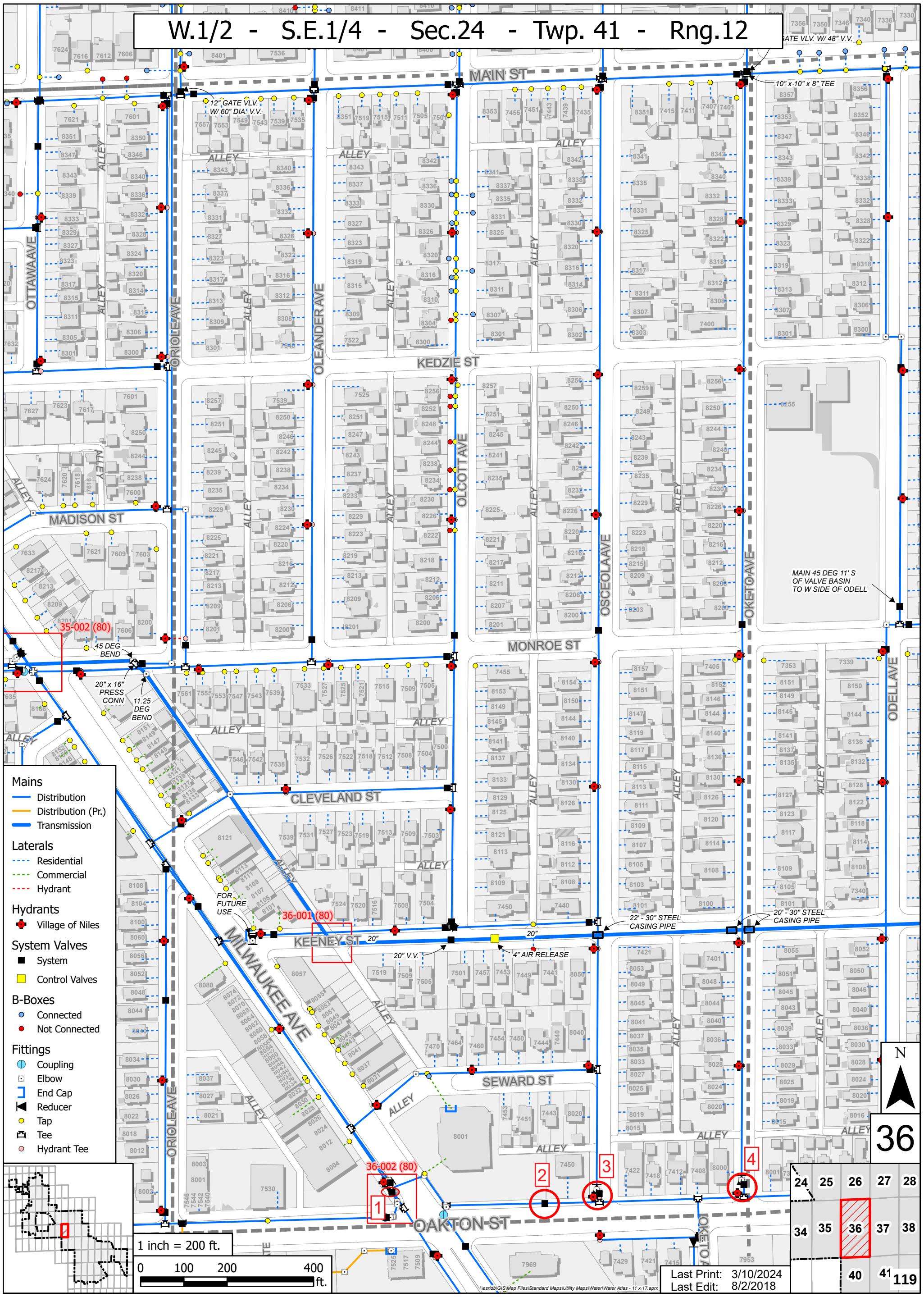
NO SCALE

N.T.S

Proposed Tracer Wire Items

Sheet 1 of 6

W.1/2 - S.E.1/4 - Sec.24 - Twp. 41 - Rng.12



Proposed Tracer Wire Items

Sheet 2 of 6

E.1/2 - S.E.1/4 - Sec.24 - Twp. 41 - Rng.12

8" GATE VLV. W/ 48" V.V.

10" x 10" x 8" TEE

MAIN ST

KEDZIE ST

OSCEOLA AVE

OKETO AVE

ALLEY

MAIN 45 DEG 11' S OF VALVE BASIN TO W SIDE OF ODELL

MONROE ST

ODELL AVE

OCTAVIA AVE

OCONTO AVE

HARLEM AVE

MAIN ST

VALVE IS NORTH OF VALVE FOR ST. JOHN B. CHURCH

WATER TO SCHOOL CHECK WITH SCHOOL BEFORE SHUTTING DOWN SOUTH OF 8300 HARLEM

NOTE: MORTON GROVE WATER MAIN ON EAST SIDE OF STREET WATERMAIN IS IN STREET

CLEVELAND ST

MONROE ST

VMG - 12"

KEENEY ST

SEWARD ST

OAKTON CT

20' - 30" STEEL CASING PIPE

45 DEG BEND

20" V.V.

6" AIR RELEASE

117' - 30" STEEL CASING PIPE

112' DEFLECT WATER MAIN

41-001 (83)

OAKTON ST

Mains
- Distribution
- Transmission

Laterals
- Residential
- Hydrant

Hydrants
- Village of Niles

System Valves
- System
- Control Valves

B-Boxes
- Connected

Fittings
- Coupling
- Cross
- Elbow
- Reducer
- Tap
- Tee
- Hydrant Tee

1 inch = 200 ft.

0 100 200 400 ft.

N

37

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Last Edit: 8/3/2018

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Proposed Tracer Wire Items

Sheet 3 of 6

W.1/2 - S.W.1/4 - Sec.19 - Twp. 41 - Rng.13

38-001 (80)

39-001 (81)

38-002 (81)

38-003 (81)

38-004 (81)

38-005 (81)

MAIN ST

GRENNAN PL

KEDZIE ST

SHERMER RD

WAUKEGAN RD

MADISON ST

PRIVATE

ALLEY

VALVE IS NORTH OF VALVE FOR ST. JOHN B. CHURCH

WATER TO SCHOOL CHECK WITH SCHOOL BEFORE SHUTTING DOWN SOUTH OF 8300 HARLEM

8" x 8" PRESS CONN W/ 48" V.V.

8" x 6" RED

NEVAAVE

HARLEM AVE

NOTE: MORTON GROVE WATER MAIN ON EAST SIDE OF STREET WATERMAIN IS IN STREET

CLEVELAND ST

MONROE ST

OCONTO AVE

VMG - 12"

NOTE: WATER MAIN IS CUT OFF ON THE OTHER SIDE OF THE 8" MAIN. IT DOESN'T GO ACROSS WAUKEGAN

KEENEY ST

8" D.I. (EGG- SHAPE)

6" x 6" PRESSURE CONN (BURIED)

SEWARD ST

NORAVE

OAKTON CT

NOTE: NILES LIBRARY 6"x 4" TAPPING SLV (CLOSED POSITION)

See intersection detail on next sheet (38-005)

OAKTON ST

11 12 13 14 15 16 17 18 19

Mains
- Distribution

Laterals
- Residential
- Commercial
- Hydrant

Hydrants
- Village of Niles

System Valves
- System

B-Boxes
- Connected

Fittings
- Coupling
- Cross
- Elbow
- End Cap
- Reducer
- Tap
- Tee
- Hydrant Tee

1 inch = 200 ft.

0 100 200 400 ft.

N

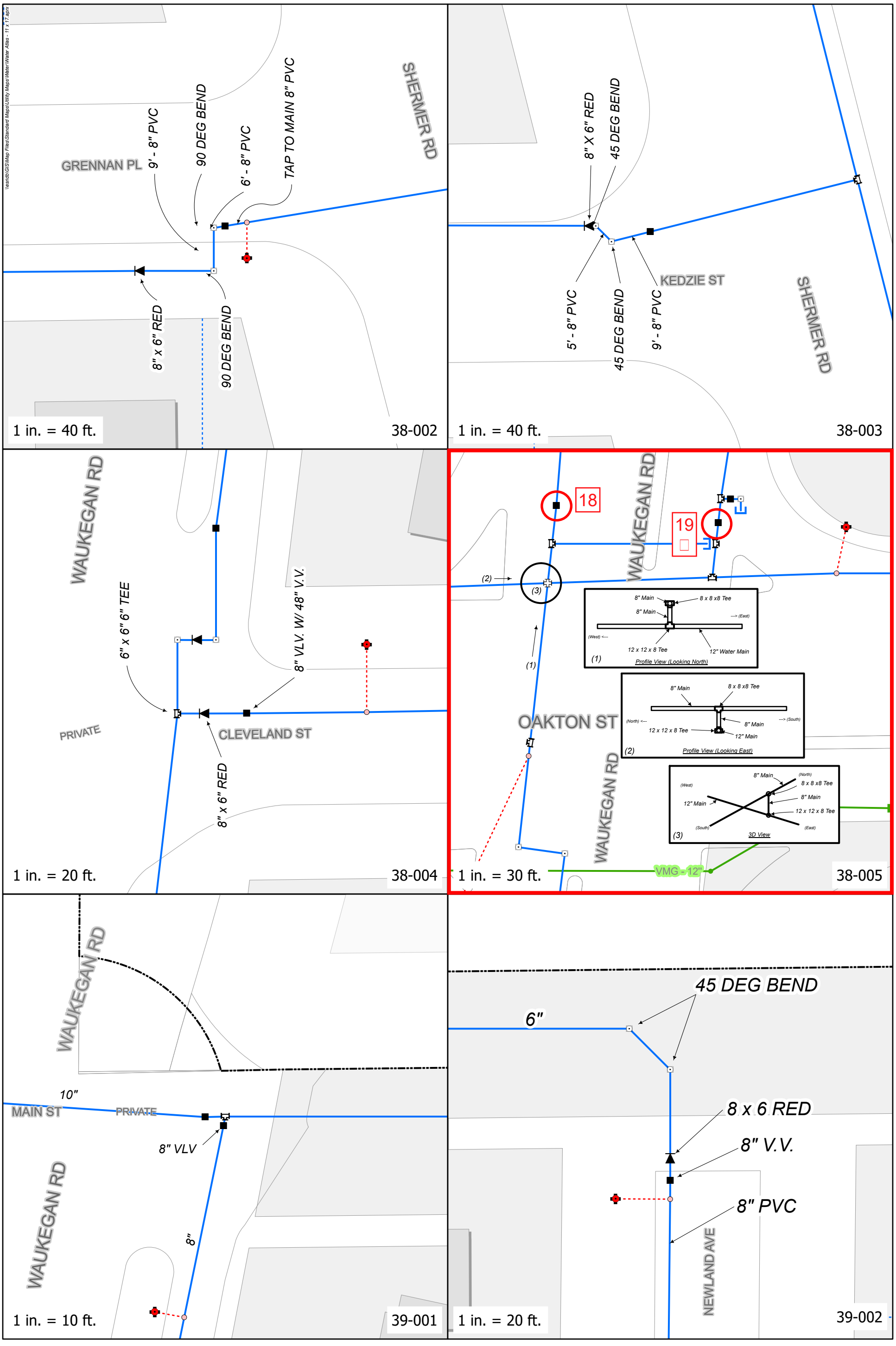
38

26 27 28 29
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121

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Proposed Tracer Wire Items



Proposed Tracer Wire Items

Sheet 5 of 6

E.1/2 - S.W.1/4 - Sec.19 - Twp. 41 - Rng.13

MAIN ST
MADISON ST
MONROE ST
MONROE CT
CLEVELAND ST
KEENEY ST
OAKTON ST
OAKTON CT
SEWARD ST
SHERMER RD
WAUKEGAN RD
NEWLAND AVE
NEW ENGLAND AVE
NEWCASTLE AVE
CALDWELL AVE
ALLEY
PRIVATE
UNKNOWN

38-001 (80)
38-002 (81)
38-003 (81)
38-004 (81)
39-001 (81)
39-002 (81)
39-003 (82)
39-004 (82)
39-005 (82)
39-006 (82)
39-007 (82)
39-008 (82)
39-009 (83)
39-010 (83)
39-011 (83)

8" CAP
8" x 8" PRESS CONN W/ 48" V.V.
8" x 6" RED
WATERMAIN UNDER THE SIDEWALK
WATER SERVICE IS 12' DEEP
BEHIND FENCE; METER IS IN BASIN
8" D.I. (EGG- SHAPE)
NOTE: ER MAIN IS CUT ON THE OTHER OF THE 8" MAIN. IT DOESN'T GO SS WAUKEGAN
ILES LIBRARY PPING SLV O POSITION)
PRI - "2"
VMG - 20"
VMG - 12"

Mains
- Distribution

Laterals
- Residential
- Hydrant

Hydrants
- Village of Niles

System Valves
- System

Fittings
- Coupling
- Cross
- Elbow
- End Cap
- Reducer
- Tap
- Tee
- Hydrant Tee

1 inch = 200 ft.

0 100 200 400 ft.

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N

39

20 21 22 23 24 25 26 27 28

27 28 29
37 38 39
41 42 43 44 123

Proposed Tracer Wire Items

Sheet 6 of 6

E.1/2 - S.E.1/4 - Sec.30 - Twp. 41 - Rng.13

12" VALVE IN VAULT TYPE A, 60" DIA. CUT-IN 12" VALVE AND TEE

HOWARD ST

97' - 24" STEEL CASING

12" VLV IN VAULT TYP. A, 60" DIA TYP. I, F & C

168' WATER MAIN DEFLECTION

29

PRIVATE

6" VLV. VAULT 48" DIA. RIM ELEV - 622.75 T/P EL. 616.92

HYDRANT VALVE (IN VAULT)

6" D.I. ('98) (HORIZ. BORE)

STL. CASING

30

CRONAME RD

VLV. IN VAULT #9 48" DIA. TYP. I, F & C

16" x 12" REDUCER

11 1/4 DEG BEND

51-001 (85)

JARVIS ST

1" COPPER SERVICE ('98) (HORIZ. BORE)

31

NATCHEZ AVE

2" COPPER SERVICE ('98) (HORIZ. BORE)

32

(3) SEE NOTE

51-005 (86)

51-002 (86)

51-004 (86)

51-003 (86)

CALDWELL AVE

GROSS POINT RD

TOUHY AVE

PRIVATE

Mains
- Distribution
- Distribution (Pr.)
- Vent Main

Laterals
- Commercial
- Hydrant
- Lateral (Pr.)

Hydrants
- Village of Niles
- Private

System Valves
- System
- Control Valves

B-Boxes
- Connected

Fittings
- Coupling
- Elbow
- End Cap
- Reducer
- Tap
- Tee
- Hydrant Tee

1 inch = 200 ft.

0 100 200 400 ft.

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51

43 44 45 46 47
49 50 51 52 53
57 58 59 60 124

VILLAGE OF NILES
CONTRACT FOR THE
2024 Tracer Wire Installation

Bid Specifications
APPENDIX 1

PREVAILING WAGE ORDINANCE

Refer to Invitation to bid front end Documents.

VILLAGE OF NILES

MINUTES FOR BID OPENING

MAY 29, 2024

2024 SIDEWALK, CURB & GUTTER PROGRAM
&
2024 TRACER WIRE INSTALLATION PROJECT

A public meeting for the purpose of opening bids for the above programs was called to order at 3:00 P.M. on May 29, 2024, in the Council Chambers Room at the Administration Building, 1000 Civic Center Drive, Niles, Illinois.

Present:

Susan Bus	Purchasing Agent, VON
Joy Athanasiou	Administrative Asst., VON
Tim O'Brien	Engineer, VON
May Al Ramahi	Engineer, VON
Kevin Baczek	PirTano Construction Co.
Michael Remolona	LDC-LMCC

The Bids were opened and read as follows:

2024 Sidewalk, Curb & Gutter Program	**Bid Amount**
Schroeder & Schroeder Inc.	$319,822.50
Everlast Blacktop Inc.	$396,783.00
D'Land Construction, Inc.	$702,210.00

2024 Tracer Wire Installation Project	**Bid Amount**
LoVerde Construction Co. Inc.	$28,711.00
PirTano Construction Co., Inc.	$36,500.00
IHC Construction Co, LLC	$39,500.00
Emergia	$48,076.00
Miller Pipeline	$59,700.00

Those present were advised that the proposals will be reviewed by the Engineering Department and the contracts are scheduled to be awarded at the Village of Niles Board Meeting on June 25, 2024.

Susan Bus

Susan Bus, CPPB
Purchasing Agent

VILLAGE OF NILES

PUBLIC BID OPENING

May 29, 2024
3:00 P.M.

2024 TRACER WIRE INSTALLATION PROJECT

BIDDER	BASE BID AMOUNT	ADDENDUM 1	ELECTRONIC BID BOND
Emergia	$ 48,076.00	✓	✓
PirTano Construction Co., Inc.	$ 36,500.00	✓	✓
IHC Construction Co LLC	$ 39,500.00	✓	✓
LoVerde Construction Co., Inc.	$ 28,711.00	✓	✓
Miller Pipeline-Central Region	$ 59,700.00	✓	✓

QUEST vBID

- Contact Quest
- Logout

Providing State-of-the-Art Bid Management Systems for Public Construction, RFPs, and General Goods & Services Procurement since 1999

- Home
- Bid Requirements
- Bid Letting
- Item Codes

Susan Bus

2024 Tracer Wire Installation Project (#9105700)

Owner: Niles IL, Village of
Solicitor: Niles IL, Village of

05/29/2024 12:00 PM CDT

☐ Show Evaluation Options

Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion
Sections shown in this color are not included in the Base Bid Total - *Optional* completion
Sections shown in this color are fixed and cannot be edited by the bidder

					LoVerde Construction Co., Inc.		PirTano Construction Co., Inc.		IHC Construction Co. LLC		Emergia		Miller Pipeline-Central Region	
					ONLINE	Docs	ONLINE	Docs	ONLINE	Docs	ONLINE	Docs	ONLINE	Docs
					Accepted		Accepted		Accepted		Accepted		Accepted	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
				Base Bid Total:	***$28,711.00***		***$36,500.00***		***$39,500.00***		***$48,076.00***		***$59,700.00***	

Post Prelim Bid Tabs | Export to CSV | Done

VILLAGE OF NILES

SIGN IN SHEET

Public Bid Openings

May 29, 2024

3:00 P.M.

2024 SIDEWALK, CURB & GUTTER PROGRAM
&
2024 TRACER WIRE INSTALLATION PROJECT

PLEASE PRINT

Name	Company	Email
SUSAN BUS	VON	SLB@VNILES.COM
MICHAEL REMOLONA	LIUNA	mremolona@lolmcc.com
Joy Athanasiou	VON	jma@vniles
Tim O'Brien	VON	tob@vniles.com
Kevin Baczek	Pirtano	kevin.baczek@pirtano.com
May AlRamahi	VON	~~May AI~~ mma@vniles.com

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing a Bid Waiver and Purchase of New Holiday Decorations from Artistic Holiday Designs in the Amount of $40,493.35

Meeting Date: 06/25/2024	Item Number **10.g**
Requested By: Public Works	Action Requested: Board Approval
Prepared By: Anthony Dati, Street Superintendent	Assigned to:

Strategic Pillar: Foster Community Identity

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Planning

ATTACHMENTS:

2024 Board Agenda Memorandum Artistic Holiday Designs.docx
Resolution 2024xxR Approving a Bid Waiver and Purchase of New Holiday Decorations from Artistic Holiday Design in the Amount of .docx
Niles Pole Decor 2024 Purchase Billing.pdf
AHD-Niles-IL 2024 Pole Decor Images.pdf

MOTION

I move for Board Approval of a Bid Waiver and Purchase of New Holiday Decorations from Artistic Holiday Design in The Amount of $40,493.35

REASON FOR REQUEST / BACKGROUND

After new street light poles were installed in certain areas of the Village in 2023, new wind load ratings on the new streetlight poles made it necessary to purchase and install new street light decorations on these poles. Recognizing the problem of the different wind load ratings, Sternburg, the company that installed the new street lights, decided to purchase the new decorations and provided them to the Village free of charge. Because the new decorations are very popular and are easier to install and maintain, Public Works budgeted monies in FY2025 to purchase additional decorations for other streetlight locations in the Village. The proposed new decorations will be used on Milwaukee

Avenue, Howard Steet, and Waukegan Road. The decorations are copyrighted, and thus are proposed to be purchased from Artistic Holiday Design in order to match the existing decorations. This allows for a uniformed streetlight decoration appearance and the ability for one company to handle any issues that may arise. 45 decorations are proposed to be purchased.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	13440	Total Amount for Approval	$40,493.35
ACCT#	580110	Budget Amount	$40,000
		Line Item Budget Amount	$40,000
		Variance	$493.35 over budget

Board agenda Memorandum

BOARD MEETING DATE: June 25th, 2024

TO: Village President and Board of Trustees

FROM: Tony Dati, Streets Superintendent

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Forster Community Identity

APPLICABLE PLAN: Strategic Plan

PURPOSE AND ACTION REQUESTED: I move for Board Approval of a Bid Waiver and Purchase of New Holiday Decorations from Artistic Holiday Design in the Amount of $40,493.35

BACKGROUND:

The Village of Niles had to install new decorations to match the load ratings on new street light poles around town in 2023. These decorations were purchased by Sternberg, the company that installed the new streetlights. Money needed to be budgeted to add decorations to other location in the village. The new decorations will be used on Milwaukee Ave, Howard St, and Waukegan Rd. The decorations will be purchased from Artistic Holiday Design to match the existing decorations to keep a uniformed look and have one company handle issues that may arise. 45 decorations need to be purchased to complete the route.

BUDGET: $40,000.00

RECOMMENDATION: Staff recommends approval of the bid waiver and purchase of the decorations.

RESOLUTION 2024-xxR

RESOLUTION AUTHORIZING A BID WAIVER AND PURCHASE OF NEW HOLIDAY DECORATIONS FROM ARTISTIC HOLIDAY DESIGNS IN THE AMOUNT OF $40,493.35

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, new street light poles were installed in certain areas of the Village in 2023; and

WHEREAS, new wind load ratings on the new streetlight poles made it necessary to purchase and install new street light decorations on these poles; and

WHEREAS, recognizing the problem of the different wind load ratings, Sternberg, the company that installed the new street lights, decided to purchase the new decorations and provided them to the Village free of charge during the last holiday season; and

WHEREAS, the new decorations are very popular and are easier to install and maintain, therefore, Public Works budgeted monies in FY2025 to purchase additional decorations for other streetlight locations in the Village; and

WHEREAS, the proposed new decorations will be used on Milwaukee Avenue, Howard Street, and Waukegan Road; and

WHEREAS, the decorations are copyrighted, and thus are proposed to be purchased from Artistic Holiday Designs in order to match the existing decorations allowing for a uniformed streetlight decoration appearance and the ability for one company to handle any issues that may arise; and

WHEREAS, the Village of Niles deems it is in its best interests to purchase the additional decorations for the streetlight locations within the Village from Artistic Holiday Designs, under the terms and conditions of the Contract attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the following:

SECTION 1: The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees.

SECTION 2: The Contract between the Village and Artistic Holiday Design is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, to execute the final version of the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Agreement. The Village Clerk shall attest, on behalf of the Village, the Contract upon receipt of at least one original copy of the Contract executed by Artistic Holiday Designs; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees.

PASSED: This 25th day of June, 2024.
YEAS:
NAYS:
ABSENT:
ABSTAIN:
APPROVED by me this 25th day of June, 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Artistic
Holiday Designs

Artistic Holiday Designs	**Contract No.**	107493
	Contract Date:	5/9/2024
Seller Address:	**Contact:**	Accounts Payable
4417 SE 16th Place, Unit 13		Village of Niles
Cape Coral FL 33904	**Buyer Address:**	1000 Civic Center Drive
708-223-8506		Niles, IL 60714
www.ArtisticHolidayDesigns.com	**Phone:**	847-588-8000
Derek Norwood	**E-mail:**	AccountsPayable@vniles.com
derekn@ArtisticHolidayDesigns.com	**Fax:**	

Delivery Point:	**Shipping Method:**	Truck
Village of Niles		Invoiced
1000 Civic Center Drive		TBD
Niles, IL 60714		TBD
Todd Jackson 847-588-7900	**Delivery Date:**	By 11/1/24

Notes	Reference #	Description	_	Quantity		Unit Price		Total Price
Purchase - New Decor	414648	Neige Glace		10	$	800.66	$	8,006.60
Purchase - New Decor	416382	Frost		10	$	865.26	$	8,652.60
Purchase - New Decor	410299	Arduenna		10	$	703.13	$	7,031.30
Purchase - New Decor	416479	Cadeau		15	$	1,120.19	$	16,802.85
					$	-	$	-
					$	-	$	-

	Subtotal	$ 40,493.35
Tax Exempt - E99981459	Tax	$ -
No charge for shipping - will ship with customer product	Shipping	$ -
***PRICING IS VALID FOR 14 DAYS FROM DATE OF CONTRACT/QUOTE. SIGNATURE CONFIRMS PRICING.**	**TOTAL DUE**	**$ 40,493.35**

BLOCKS, SANDBAGS AND/OR MOUNTING STAKES MAY NOT BE INCLUDED AND WILL BE BILLED SEPARATELY IF NEEDED.
WARRANTY IS FOR PRODUCT DEFECT AND DOES NOT APPLY TO WIND DAMAGE OR DAMAGE DUE TO INSTALLATION, REMOVAL, STORAGE OR TRANSPORT

Payment Terms: Purchase

Due Upon Acceptance	$ 40,493.35

Payment Method:
Check/Bank Information
ACH Payment to:
Artistic Holiday Designs LLC
Routing: 263191387
Account: 1100023303424

General Terms and Conditions

1. Applicability.
(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
2. Delivery.
(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.
(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
3. Non-delivery.
(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.
(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.
5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.
6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.
7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
8. Inspection and Rejection of Nonconforming Goods.
(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging

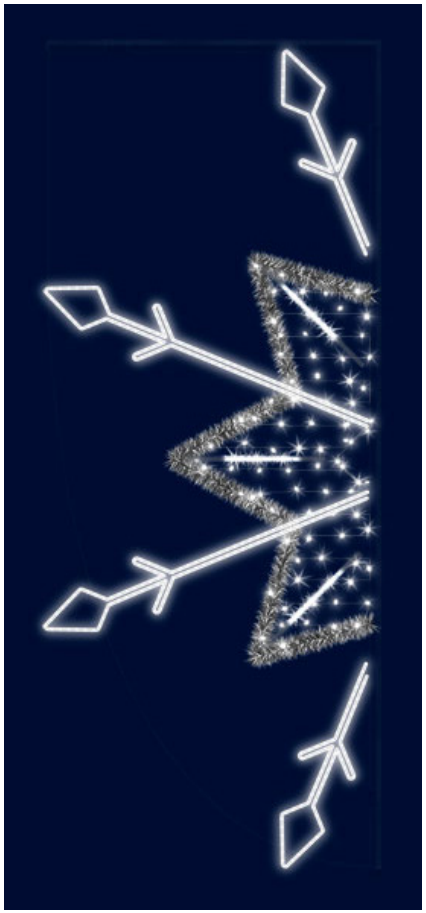
incorrectly identifies its contents.
(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
9. Price.
(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.
(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets
10. Payment Terms.
(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.
(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.
(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
11. Limited Warranty.
(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding Individual Transaction.]
(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR] (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]
(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.
(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND

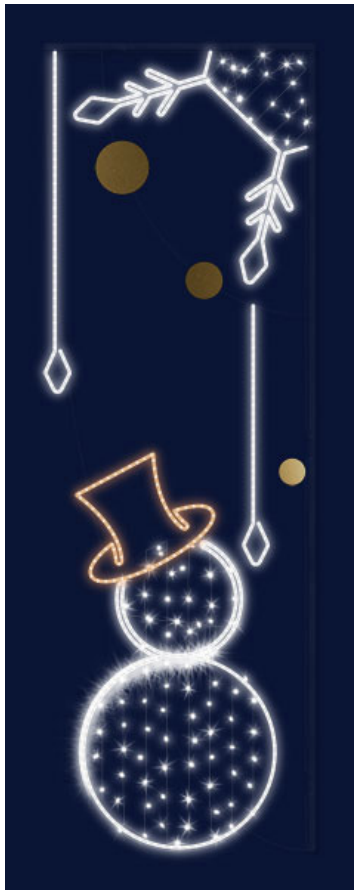
SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).
12. Limitation of Liability.
(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.
(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.
13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than $1,000,000.00 per occurrence/$2,000,000.00 general aggregate/$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.
14. Installation. Should Seller be contracted to install the Goods, Seller shall install the Goods in a workmanlike manner and in compliance with applicable laws, regulations and ordinances in effect as of the Contract Date. Seller reserves the right to hire subcontractors, at its sole discretion, to perfor5m some or all of the installation field work.
15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accept to receive goods with either certification.
16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]
17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void.

No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.
25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the County of Lee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Date of Acceptance: **Signature:**

Part #	Product	Dimensions
sp14648	Neige Glace	H 9.8ft x W 3.93ft
sp16382	Frost	H 9.8ft x W 3.28ft
sp9106	Arduenna	H 9.8ft x W 4.59ft
sp16479	Cadeau	H 10.4ft x W 3.6ft









BOARD AGENDA ITEM EXPLANATION FORM

Resolution Ratifying Contractual Agreements with Testing Service Corporation for Conducting the Phase I Environmental Site Assessment and Phase II Subsurface Investigation for Property Located at 6400 W. Touhy in Connection with the Purchase of Said Property in the Total Amount of $72,835

Meeting Date: 06/25/2024	Item Number **10.h**
Requested By: Public Works	Action Requested: Board Approval
Prepared By: Kevin Gomulka, Management Analyst	Assigned to:

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Plan

ATTACHMENTS:

Resolution 2024-xxR Resolution Ratifying Contractual Agreements with Testing Service Corporation for Conducting the Phase I and.docx

MOTION

I move for board approval of a Resolution ratifying contractual agreements with testing Service corporation for conducting the Phase I environmental site assessment and Phase II subsurface investigation for property located at 6400 W. Touhy in connection with the purchase of said property in the total amount of $72,835.

REASON FOR REQUEST / BACKGROUND

The Village agreed to purchase the YMCA building in April 2024, but inspections revealed the need for further environmental investigation. Two key actions are required: 1) Assessing heating fuel oil contamination in the parking lot soil, initially cleaned in 2010, to potentially allow residential or park use and, 2) Conducting an asbestos survey inside the building to determine necessary removal for future demolition. TSC conducted a Phase 1 environmental report, uncovering significant asbestos and land use restrictions. Subsequently, they proposed a Phase 2 Subsurface Investigation, including soil borings and test wells, and an asbestos survey with 2,000 samples. These findings will affect the cost of purchasing and redeveloping the property.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	32100	Total Amount for Approval	$72,835
ACCT#	55007	Budget Amount	$500,000
		Line Item Budget Amount	$500,000
		Variance	

RESOLUTION 2024-xxR

RESOLUTION RATIFYING CONTRACTUAL AGREEMENTS WITH TESTING SERVICE CORPORATION FOR CONDUCTING THE PHASE I ENVIRONMENTAL SITE ASSESSMENT AND PHASE II SUBSURFACE INVESTIGATION FOR PROPERTY LOCATED AT 6400 W. TOUHY IN CONNECTION WITH THE PURCHASE OF SAID PROPERTY IN THE TOTAL AMOUNT OF $72,835

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Village agreed to purchase the YMCA building in April 2024, but inspections revealed the need for further environmental investigation; and

WHEREAS, two key actions are required: 1) Assessing heating fuel oil contamination in the parking lot soil, initially cleaned in 2010, to potentially allow residential or park use and, 2) Conducting an asbestos survey inside the building to determine necessary removal for future demolition; and

WHEREAS, Testing Service Corporation (TSC) conducted a Phase 1 environmental report, uncovering asbestos and land use restrictions; and

WHEREAS, TSC proposed a Phase 2 Subsurface Investigation, including soil borings and test wells, and an asbestos survey with 2,000 samples; and

WHEREAS, the Corporate Authorities of the Village of Niles have found that contracting with TSC for Phase I environmental site assessment and Phase II subsurface investigation for property located at 6400 W. Touhy in connection with the purchase of said property in the total amount of $72,835 is in the best interest of the Village of Niles.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the following:

SECTION 1: The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees.

SECTION 2: The Contract between the Village and TSC is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, to execute the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Agreement. The Village Clerk shall attest, on behalf of the Village, the Contract upon receipt of at least one original copy of the Contract executed by TSC.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:
APPROVED by me this 25th day of June, 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing a Purchase for the Police Department Mobile Command Unit (MCU) Outfitting Utilizing Cooperative Agreements and Preferred Vendors in the Amount of $67,465.69

Meeting Date: 06/25/2024	Item Number **10.i**
Requested By: Police Department	Action Requested: Board Approval
Prepared By: Alexandra David, Exec. Asst. to Police Chief	Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Plan

ATTACHMENTS:
MCU phase build with grant memo.pdf
Resolution 2024-xx Authorizing Purchases for the Police Department Mobile Command Unit (MCU) Outfitting from Various Vendors in .docx
MCU Quotes.pdf
AXON Drone for MCU.pdf
2024-06-25 Board Memo NPD Mobile Command Unit (MCU) Outfitting UASI Grant.docx
AXON Sourcewell 092722.pdf

MOTION

I move for Board Approval of a Resolution Authorizing a Purchase for the Police Department Mobile Command Unit (MCU) Outfitting Utilizing Cooperative Agreements and Preferred Vendors in the amount of $67,465.69

REASON FOR REQUEST / BACKGROUND

The Niles Police Department (NPD) recently secured an $84,650 grant from the Urban Area Security Initiative (UASI) Cook County Homeland Security. The existing NPD Mobile Command Unit (MCU) plays a critical role during such events. It functions as a central command center, providing a dedicated space for officers to manage operations and maintain clear communication channels. To optimize the functionality of the MCU and leverage the UASI grant effectively, the NPD is outfitting

the unit with essential technology. The total cost for this purchase is $67,465.69 which is all covered by the grant received.

Will this action involve an expenditure of funds?	Yes	
If yes, is this a budgeted item?	No	
Impact on future budget(s)	No	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name		
Grant Funded Project	Yes	
Grant Source	Urban Area Security Initiative (â€œUASIâ€) Cook County Homeland Security Grant	
ORG#	Total Amount for Approval	$67,465.69
ACCT#	Budget Amount	$0
	Line Item Budget Amount	
	Variance	$67,465.69

Luis C. Tigera
Chief of Police

Niles Police Department

7000 West Touhy Avenue Niles, IL 60714

MEMORANDUM

TO: Chief of Police Luis C. Tigera #1 via chain of command

FROM: Chief of Detectives Michael Boba #4

DATE: June 17, 2024

SUBJECT**:** **Phase 2 of MCU buildout with grant award**

The following items will be purchased for the mobile command unit with the recently awarded $84,000 UASI COOK COUNTY Homeland Security Grant. This is phase 2 of the van build.

- 13.5-foot PTZ camera and light Masts pneumatic masts with camera and lights $19,500 preferred vendor
- Valorence AIO Drop camera secondary PTZ camera $16,000, preferred vendor.
- LG 27” monitors (3) LG 32” monitors (2) for workstation $1599.55 via source well agreement
- Streamlight 5 light charger + 5 lights handheld lights $ 775.00 via Amazon preferred vendor
- Starcom radio multi charger $1,295.00, sole source
- Axon multi body cam dock charger $866.25, via Source well Cooperative agreement.
- Axon Cradle Point internet connection 3,363.00, Source well Cooperative agreement.
- Axon Fleet 3 dash camera with LPR $10,812.65, Source Well Cooperative agreement.
- Axon Air UAV bundle and evidence.com license -Pilot Data -$8,472.24, Source Well Cooperative agreement.
- Magnetic glass dry erase boards $507.00 from Amazon preferred vendor.
- Installation of equipment- Rover Vans sole source $4,275.00, preferred vendor

RESOLUTION 2024-xxR

RESOLUTION AUTHORIZING A PURCHASE FOR THE POLICE DEPARTMENT MOBILE COMMAND UNIT (MCU) OUTFITTING UTILIZING COOPERATIVE AGREEMENTS AND PREFERRED VENDORS IN THE AMOUNT OF $67,465.69

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Niles Police Department is in the process of updating the Mobile Command Unit ("Project"); and,

WHEREAS, various vendors provided acceptable quotes for the relative components of the Project ("Quotes"); and

WHEREAS, the President and the Board of Trustees of the Village of Niles, determined it is in the best interest of the Village to accept the Quotes.

NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The Quotes are attached to this Resolution as Exhibit "A"

SECTION 3: That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 4: The President and Board of Trustees of the Village of Niles authorize and direct the Village President, or his designee, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligation under the Quotes. The Village Clerk shall attest, on behalf of the Village, upon receipt of at least one original copy of the Quotes executed by the Village of Niles; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 5: That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 6: That any section or provision of this Resolution that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June, 2024.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk

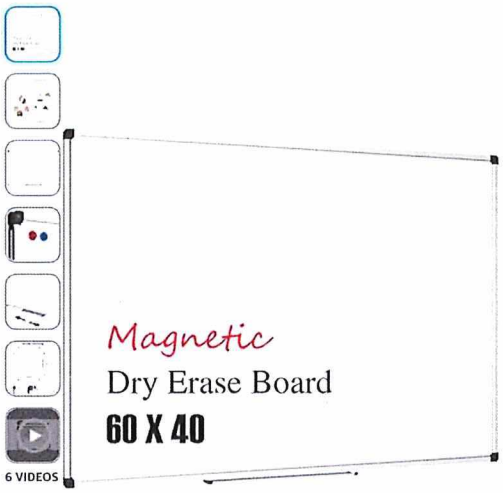
Rover Adventures, LLC
3206 W. Lake Ave
Glenview IL 60026
773-732-4233

6/3/2024

Estimate for: Niles Police Transit van

Scope of work:	**Cost:**	
Install Larson Electronics camera	$1,500	Labor only part is provided by Village of Niles
Install (5) Monitors	$500	Labor only part is provided by Village of Niles
Internet router system	$1,275	Labor + material provided by Rover Vans
Ignition override	$1,000	We would take the van to an outside vendor we use in St. Charles. This is about 50 miles from our shop.
Secure-Idle Ignition Override System – SirenWorld.com		**The work would be completed within a couple hours so the van would not be left unattended**

Sponsored



Roll over image to zoom in

XBoard Extra Large Magnetic Whiteboard 60 x 40 Inch, Giant Dry Erase White Board for Wall with Marker Tray 5' x 3' | Big Aluminum Frame Message Presentation Board

Visit the XBoard Store

4.7 3,064 ratings | Search this page

Amazon's Choice in Dry Erase Boards by XBoard

100+ bought in past month

-6% $169.99

Typical price: ~~$179.99~~

FREE Returns

Size: **60x40-Inch**

36x24-Inch	40x30-Inch	48x36-Fold	48x36-Inch
60x40-Inch	60x40-Fold	60x48-Inch	72x40-Fold
72x40-Inch	72x48-Inch	96x48-Inch	118x48-Inch

Brand	XBoard
Color	Sliver/White
Material	Aluminum
Recommended Uses For Product	Office, Community Center, Restaurant, School, Gym, Home
Mounting Type	Wall Mount

About this item

- 【Reliable Magnetic White Board】Overall Size (frame included): 59.0" x 39.4",comes with pen holder and fixing kits for added convenience. Good assistant to business professional, project manager, clerk, teacher, parent and student etc.
- 【Smooth Writing & Easy to Wipe】Featuring a silky-smooth surface that ensures your ideas flow uninterrupted; easily erasable, without ghosting or staining. Maximize your expression and capture all your creative thoughts and professional strategies.
- 【Sturdy High-quality Material】Fashioned with thickened aluminium frame, detachable and movable marker tray, smooth high-grade nylon plastic corners, no sharp or pointed edges, all of these ensure that the safety for you to use.
- 【Multiple Usage Scenarios】Ideal for use in a variety of settings including homes, schools, offices, game rooms, group teaching, kitchens, stores, dorms, and classroom environments. Perfect for game scoring, guided reading, learning activities, presentations, drawing, education and maintaining shopping lists.
- 【Credible Packaging & Service】A practical, thoughtful and safest gift idea for any occasion. Every XBoard whiteboard is

prime
Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows with Prime
Try Prime and start saving today with **fast, free delivery**

$169.99

FREE Returns

FREE delivery **Monday, June 10**

Or fastest delivery **Thursday, June 6.** Order within 5 hrs 43 mins

Delivering to Niles 60714 - Update location

In Stock

Quantity: 1

Add to Cart

Buy Now

Ships from Amazon
Sold by XBoard
Returns Eligible for Return, Refund or Replacement within 30 days of receipt
Payment Secure transaction

☐ Add a gift receipt for easy returns

Add to List

meticulously packaged with reinforced cardboard to prevent damage and warping during shipment. Contact us for a free replacement if you have any issues with new arrivals!

Report an issue with this product or seller

Similar item to consider



Amazon Basics Whiteboard Drywipe Magnetic with Pen Tray and Aluminium Trim, 90 cm x 60 cm (WxH) (34720)

$37.28

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Frequently bought together



+



+



Total price: $179.87

Add all 3 to Cart

These items are shipped from and sold by different sellers.
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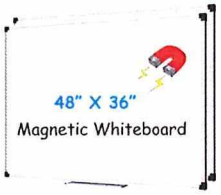
This item: XBoard Extra Large Magnetic Whiteboard 60 x 40 Inch, Giant Dry Erase White Boa...
$169.99

EXPO Low Odor Dry Erase Marker Set with White Board Eraser and Cleaner, Chisel Tip Dry Erase...
$4.89 ($0.82/Count)

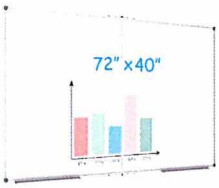
EXPO Low Odor Dry Erase Markers, Ultra-Fine Tip, Assorted Colors, 8 Count
$4.99 ($0.62/Count)

More from frequently bought brands

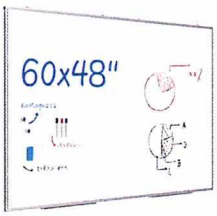
Sponsored



XBoard Large Magnetic Dry Erase Whiteboard 48 x 36 Inch, 4' x 3' Big Hanging White ...
5,351
$124.99



JILoffice Large Magnetic White Board, 72 x 40 Inches Foldable Dry Erase Board, Silv...
2,015
$129.89



60"X 48" Large Magnetic Dry Erase Whiteboard, Wall Hanging Board with 4 Pens & 1 Dr...
6
$134.99

Save 5% with coupon



VIZ-PRO Magnetic Dry Erase Board, 60 X 48 Inches, Silver Aluminium Frame
1,364
$178.90 ($8.95/Sq Ft)

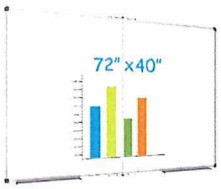
Quartet Magnetic Glass Dry Erase White Board, 74" x 42" Whiteboard, InvisaMount Hor...
500
$469.99 ($21.78/Sq Ft)



Quartet Magnet Erase White Boa Whiteboard, Po Surface Will ...
38
34% off Limite deal
$428.33
List: $650.69

4 stars and above

Sponsored



JILoffice Large Foldable White Board 72x40 Inches, Dry Erase Magnetic White Board, ...
56
$119.89

Save $15.00 with coupon

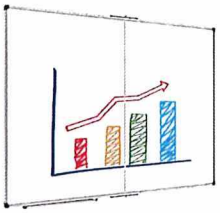
Quartet Magnetic Glass Dry Erase White Board, 85" x 48" Whiteboard, InvisaMount Hor...
500
$569.99 ($20.12/Sq Ft)



Rolling Dry Erase Board 48 x 36 - Large Portable Magnetic Whiteboard with Stand - D...
3,761
$154.97 ($12.91/sq ft)



Quartet Magnetic Dry Erase White Board, 8' x 4' Whiteboard, Porcelain Surface Will ...
385
34% off Limited time deal
$428.33
List: $650.69



XBoard Extra Large Magnetic Whiteboard 60 x 48 Inch, 5' x 4' Giant Foldable Dry Era...
5,351
$119.99



VIZ-PRO Magne Erase Board, 60 Inches, Silver Al Frame
1,
$178.90 ($8.9

From the brand

Professional Boards Supplier

XBoard is a professional whiteboard manufacturer, we are committed to providing more premium and sturdy dry erase white boards to you.

XBoard produces hundreds of thousands board products every month, including magnetic dry erase board, calendar whiteboard, blackboard, cork bulletin board, glass whiteboard, mobile whiteboard and more.

XBoard whiteboard is compatible with all brands of dry erase markers including Expo. As a global brand in the presentation boards category, XBoard keeps bringing best writing experience to all customers!

XBoard Boards

Visit the Store

Compare with similar items

This Item



XBoard Extra Large Magnetic Whiteboard 60 x 40 Inch, Giant Dry Erase White Board for Wall...

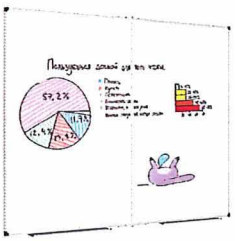
Add to Cart

Recommendations



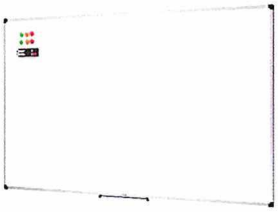
VIZ-PRO Magnetic Dry Erase White Board/Foldable Wall-Mounted Whiteboard with Mark...

Add to Cart



XBoard Large Magnetic Whiteboard 48 x 36 Inch, Big Foldable Dry Erase Board with...

Add to Cart



Amazon Basics Whiteboard Drywipe Magnetic with Pen Tray and Aluminium Trim, 90 cm x 6...

Add to Cart

Price	-6% $169.99 Typical: ~~$179.99~~	$139.90	-17% $49.99 List: ~~$59.89~~	$37.28
Delivery	Get it as soon as **Monday, Jun 10**	Get it as soon as **Monday, Jun 10**	Get it as soon as **Monday, Jun 10**	Get it as soon as **Monday, Jun 10**
Customer Ratings	4.7 3,064	4.6 5,548	4.6 478	4.5 34,720
Mounting System	4.4	4.4	4.3	4.6
Easy To Clean	4.6	4.1	4.4	5.0
Sturdiness	4.5	4.1	4.4	—
Adhesion	5.0	—	4.7	5.0
Easy To Install	4.6	4.4	4.6	—
Sold By	XBoard	Tromba-Pro	XBoard	Amazon.com
Material	Aluminum	Aluminum	Aluminum	Aluminum
Mounting Type	Wall Mount	Wall Mount	Wall Mount	Wall Mount
Weight	25 pounds	—	15 pounds	6.39 pounds
Frame Material	Aluminum	—	Aluminum	Aluminum

Product Description

Office Efficiency Educational Tool Home Command Center Professional Presentation

Creative Studio



XBoard whiteboard keeps bringing best writing experience to all customers!

Easy to Write & Clean

XBoard whiteboard has specially scratch-resistant lacquered surface which makes it easy to write and clean, no ghosting and stains.

Multiple Function Uses

XBoard dry erase board is suit for presentation, memo, schedules, training, brainstorming, grocery list, to do list etc.

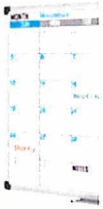
Flexible Installation Ways

XBoard magnetic whiteboard can meet your requirements easily whether you need a landscape position or portrait view.

Choose Size You Like

Available in a variety of sizes for staff, teacher or student; Widely used in home, school, office, dormitory and law firm etc.

Hot-selling Products from XBoard

				
	Magnetic Whiteboard	**Cork Bulletin Board**	**Combo Whiteboard**	**Calend**
	Add to Cart	Add to Cart	Add to Cart	A
Customer Reviews	5,351	851	1,188	
Price	$33.49	$34.89	$41.89	
Magnetic	Yes	Yes	Yes	
Board Size	36" x 24"	36" x 24"	36" x 24"	3
Multi-sizes	Yes	Yes	Yes	
Frame Material	Aluminum	Aluminum	Aluminum	A
Frame Color	Silver	Silver	Silver	

Q What sets the XBoard whiteboard apart from other brands?

Q Does the whiteboard surface easily leave marks? What types of pens is this whiteboard suitable for?

Q Is the whiteboard prone to bending or warping?

Q Is this whiteboard easy to install, and does it come with tools?

Q Does the whiteboard come with a pen tray, and is it stable?

What's in the box

- Mounting Hardware, Marker Tray

Product information

Technical Details

Manufacturer	XBoard
Brand	XBoard
Item Weight	25 pounds
Product Dimensions	59 x 59 x 39.4 inches
Item model number	MBGDE6038W
Is Discontinued By Manufacturer	No
Color	Sliver/White
Material Type	Aluminum
Number of Items	1
Size	60x40-Inch
Manufacturer Part Number	MBGDE6038W

Additional Information

ASIN	B088T774G2
Customer Reviews	4.7 3,064 ratings 4.7 out of 5 stars
Best Sellers Rank	#6,860 in Office Products (See Top 100 in Office Products) #90 in Dry Erase Boards
Date First Available	September 23, 2020

Warranty & Support

Amazon.com Return Policy: **Amazon.com Voluntary 30-Day Return Guarantee:** You can return many items you have purchased within 30 days following delivery of the item to you. Our Voluntary 30-Day Return Guarantee does not affect your legal right of withdrawal in any way. You can find out more about the exceptions and conditions here.

Feedback

Would you like to **tell us about a lower price?**

Looking for specific info?

Videos for this product

Help others learn more about this product by uploading a video!

Upload your video

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maxtek
Shop the Store on Amazon ›



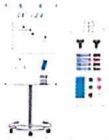
maxtek 72 x 40 Double Sided Rolling Whiteboard, Mobile Whiteboard Magnet...
384
$269.99

UIFER
Shop the Store on Amazon ›



UIFER Rolling Whiteboard, 44 x 26 Double Sided Magnetic Dry Erase Board Height...
330
$109.98

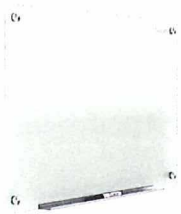
MAKELLO
Shop the Store on Amazon ›



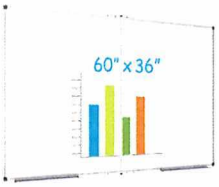
MAKELLO Ro
Height Adjus
$109.99

Related products with free delivery on eligible orders

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Quartet Non-Magnetic Glass Dry Erase White Board, 8' x 4' Whiteboard, Infinity...
1,504
$383.02



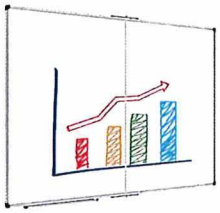
JILoffice Large Foldable White Board 60 x 36 Inches, Dry Erase Magnetic White Board...
73
$69.99



JILoffice Magnetic Whiteboard/White Board, Dry Erase Board 48 x 36 Inch, Black...
2,015
$69.99 ($5.83/Sq Ft)



XBoard Extra Large Magnetic White Board and Bulletin Corkboard Combination, 60 x 40...
1,188
$129.99



XBoard Extra Large Magnetic Whiteboard 60 x 48 Inch, 5' x 4' Giant Foldable Dry Era...
5,351
$119.99

Quartet Magnet Dry Erase White 74" x 42" White InvisaMount Ho
50
$469.99 ($21.7

Sponsored

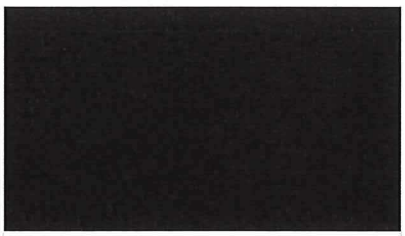
Customer reviews

4.7 out of 5

3,064 global ratings

5 star 82%
4 star 10%
3 star 3%
2 star 2%
1 star 4%

How customer reviews and ratings work



Shop now >

Sponsored

Customers say

Customers like the quality, ease of installation, performance, size and ease of cleaning of the writing board. For example, they mention that it's well built, works well and that the metal eraser hangers are easy to install. That said, they say it'll fit the bill perfectly and that it wipes clean.

AI-generated from the text of customer reviews

Quality | Ease of installation | Performance | Size | Ease of cleaning | Value | Appearance | Magnetic

Reviews with images

See all photos >



Top reviews

Top reviews from the United States

James Siemons

MUCH better than I expected!

Reviewed in the United States on July 29, 2020

Size: 48x36-Inch Verified Purchase

I really wanted a magnetic whiteboard to help me keep track of production in my shop. The size was right - as well as the price, so I bought this one. Wow! The quality of this whiteboard is much, much better than I expected. It is absolutely well built and sturdy. It comes with the mounting hardware, and I had it up in no time. Let me also let you know that the packaging was just kind of impressive. They put cardboard and tape on each side of the board, then wrapped the whole thing in bubble wrap. They also put heavy cardboard honeycomb in the corners to protect the board during shipping. The whole thing is then packed in a cardboard box or folder.

I have purchased several small boards over the years, and they were cheap - but good enough. I have purchased a few large boards, and they're quality was just acceptable. This all aluminum board - expect for the plastic corners, is super heavy duty. The white of the board is brilliant. It is easy to write on, and easy to erase.

Read more

10 people found this helpful

Helpful Report

SAC

It is a very sturdy board and made well

Reviewed in the United States on April 23, 2024

Size: 60x40-Inch Verified Purchase

We use this product to display our calendars

Helpful Report

Good Morning America

Nice size, easy to install

Reviewed in the United States on January 29, 2024

Size: 36x24-Inch Verified Purchase

Nice size, easy to install, works well...happy with the purchase

Helpful Report

Moose

Easy to Clean

Reviewed in the United States on April 29, 2024

Size: 36x24-Inch Verified Purchase

Whiteboard is essential for our daily or weekly office schedules.

Helpful Report

Linda Wychers Caldwell

Good board for the money

Reviewed in the United States on March 24, 2023

Size: 36x24-Inch Verified Purchase

The board is easy to hang, light weight, and easy to erase.

Helpful Report

CAROLYN J. HELM

very nice board

Reviewed in the United States on April 8, 2024

Size: 48x36-Inch Verified Purchase

perfect for what I needed it for

Helpful Report

Jillana Nelson

As described

Reviewed in the United States on February 29, 2024

Size: 36x24-Inch Verified Purchase

The board is working well and definitely serves our needs.

Helpful Report

Manager NOT Pleased

Great size!

Reviewed in the United States on May 7, 2024

Size: 48x36-Inch Verified Purchase

Fits perfectly where i needed it to go.

Helpful Report

See more reviews ›

Top reviews from other countries

Pat

Came with dents

Reviewed in Canada on May 2, 2020
Size: 48x36-Inch Verified Purchase
Good board, came dented.

One person found this helpful

Report

See more reviews ›

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› See More Ways to Make Money

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Audiobook Publishing Made Easy

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AmazonGlobal
Ship Orders Internationally

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Experienced Pros Happiness Guarantee

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Scalable Cloud Computing Services

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Find Movie Box Office Data

Goodreads
Book reviews & recommendations

IMDb
Movies, TV & Celebrities

IMDbPro
Get Info Entertainment Professionals Need

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Indie Digital & Print Publishing Made Easy

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Unlimited Photo Storage Free With Prime

Prime Video Direct
Video Distribution Made Easy

Shopbop
Designer Fashion Brands

Amazon Warehouse
Great Deals on Quality Used Products

Whole Foods Market
America's Healthiest Grocery Store

Woot!
Deals and Shenanigans

Zappos
Shoes & Clothing

Ring
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Blink
Smart Security for Every Home

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VIDEO

Streamlight 75454 Stinger DS 800-Lumen LED High Lumen Rechargeable Flashlight with 120-Volt AC/12-Volt DC Charger and 2-Holders, Black

Visit the Streamlight Store

4.8 398 ratings

50+ bought in past month

$153.99

FREE Returns

Get $10 off instantly: Pay $143.99 ~~$153.99~~ upon approval for the Amazon Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Special Feature	Portable, Durable, Impact Resistant, Rechargeable, Water Resistant
Color	Black
Power Source	Battery Powered
Light Source Type	LED
Material	Aluminum

About this item

- 800 lumens; 50,000 hour lifetime; rechargeable up to 1000 times
- High/medium/low/strobe modes; switches on the head and tail for multiple hand hold options; bright flood light illuminates the area around you
- Anodized Aluminum construction with non-slip rubberized comfort grip; optimized electronics provide regulated intensity throughout battery charge
- NiMH battery rechargeable up to 1000 times; also accepts NiCd battery
- IPX4 water resistant and 1-meter impact resistance tested; Includes rechargeable battery, AC & DC charge cords, (2) smart charger/holders

› See more product details

Customer ratings by feature

Brightness	4.7
Durability	4.6
Battery life	4.6

See all reviews

Report an issue with this product or seller

prime

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Delivery Pickup

Buy new:

$153.99

FREE Returns

FREE delivery **Sunday, June 9**

Or fastest delivery **Wednesday, June 5**. Order within 9 hrs 43 mins

Delivering to Niles 60714 - Update location

In Stock

Quantity: 1

Add to Cart

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Sold by Amazon.com
Returns Eligible for Return, Refund or Replacement within 30 days of receipt
Payment Secure transaction

See more

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☐ Add a gift receipt for easy returns

Save with Used - Like New

$123.43

FREE delivery **Sunday, June 9**

Ships from: Amazon
Sold by: Amazon Warehouse

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-578222-45426.677DA

Issued: 05/14/2024
Quote Expiration: 06/30/2024
Estimated Contract Start Date: 08/01/2024

Account Number: 113442
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Niles Police Dept. - IL 7000 W Touhy Ave Niles, IL 60714-5300 USA	Niles Police Dept. - IL 1000 Civic Center Drive Niles IL 60714 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Arth Phone: Email: darth@axon.com Fax:	Michael Boba Phone: Email: mdb@vniles.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$3,363.00
ESTIMATED TOTAL W/ TAX	$3,363.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	$3,363.00	$0.00	$3,363.00
Total	**$3,363.00**	**$0.00**	**$3,363.00**

Quote Unbundled Price:	$3,363.00
Quote List Price:	$3,363.00
Quote Subtotal:	$3,363.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	1	60		$3,363.00	$56.05	$3,363.00	$0.00	$3,363.00
Total							**$3,363.00**	**$0.00**	**$3,363.00**

Delivery Schedule

Hardware

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7000 W Touhy Ave	Niles	IL	60714-5300	USA

Payment Details

Jul 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Hardware	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	1	$3,363.00	$0.00	$3,363.00
Total				**$3,363.00**	**$0.00**	**$3,363.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

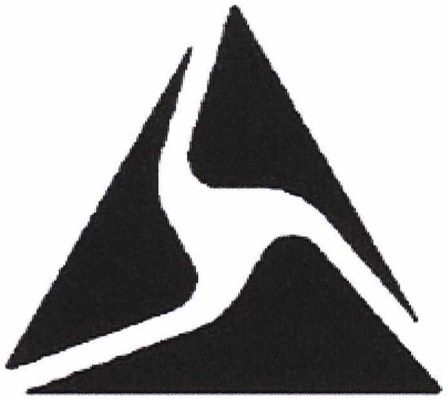
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/14/2024



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-562938-45441.001DA

Issued: 05/28/2024
Quote Expiration: 04/30/2024
Estimated Contract Start Date: 10/01/2024
Account Number: 113442
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Niles Police Dept. - IL 7000 W Touhy Ave Niles, IL 60714-5300 USA	Niles Police Dept. - IL 1000 Civic Center Drive Niles IL 60714 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Arth Phone: Email: darth@axon.com Fax:	Tom Fragassi Phone: (847) 588-6500 Email: tgf@vniles.com Fax:

Quote Summary

Program Length	25 Months
TOTAL COST	$10,812.65
ESTIMATED TOTAL W/ TAX	$10,812.65

Discount Summary

Average Savings Per Year	$2,116.44
TOTAL SAVINGS	$4,409.25

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	$10,812.65	$0.00	$10,812.65
Total	**$10,812.65**	**$0.00**	**$10,812.65**

Quote Unbundled Price:	**$15,221.90**
Quote List Price:	**$11,418.65**
Quote Subtotal:	**$10,812.65**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	MBD TAP TRUE UP	1	5		$23.30	$23.30	$116.50	$0.00	$116.50
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	1	25		$78.00	$112.32	$2,808.00	$0.00	$2,808.00
Fleet3B	Fleet 3 Basic	1	25	$260.27	$155.04	$155.04	$3,876.00	$0.00	$3,876.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	25	$81.55	$34.65	$34.65	$866.25	$0.00	$866.25
A la Carte Hardware									
100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	1			$1,449.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	1			$1,638.90	$1,638.90	$1,638.90	$0.00	$1,638.90
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	25		$60.28	$60.28	$1,507.00	$0.00	$1,507.00
A la Carte Services									
100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	1			$15.00	$0.00	$0.00	$0.00	$0.00
Total							**$10,812.65**	**$0.00**	**$10,812.65**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	1	1	09/01/2024
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	1	1	09/01/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	09/01/2024
A la Carte	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	1	1	09/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	1	1	10/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	10/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	10/01/2024	10/31/2026
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	10/01/2024	10/31/2026
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	10/01/2024	10/31/2026

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	1
A la Carte	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	09/01/2025	10/31/2026
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	09/01/2025	10/31/2026
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	09/01/2025	10/31/2026

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7000 W Touhy Ave	Niles	IL	60714-5300	USA

Payment Details

Sep 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Co-Term To Year 3	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	1	$0.00	$0.00	$0.00
Co-Term To Year 3	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	1	$0.00	$0.00	$0.00
Co-Term To Year 3	73352	MBD TAP TRUE UP	1	$116.50	$0.00	$116.50
Co-Term To Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	$1,507.00	$0.00	$1,507.00
Co-Term To Year 3	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	1	$2,808.00	$0.00	$2,808.00
Co-Term To Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$866.25	$0.00	$866.25
Co-Term To Year 3	Fleet3B	Fleet 3 Basic	1	$3,876.00	$0.00	$3,876.00
Co-Term To Year 3	H00002	AB4 Multi Bay Dock Bundle	1	$1,638.90	$0.00	$1,638.90
Total				**$10,812.65**	**$0.00**	**$10,812.65**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

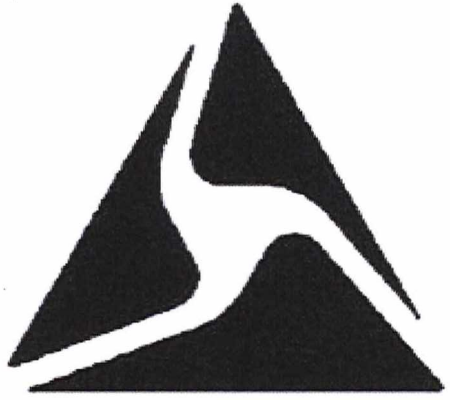
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/28/2024



Larson Electronics LLC
9419 E US HWY 175, Kemp, TX 75143
Phone: 800.369.6671

www.LarsonElectronics.com
Email: sales@LarsonElectronics.com
Fax: 903.498.3364

Quote #: 235882 **Date:** 04/27/2024

RFQ: Quote Request – I would like more information on VMPLM-13.5-2XEQ4X4.CPR-1XPTZ.2MP

Reason For Update: adding shipping charges

Contact: - -
mdb@vniles.com
8475886582

Shipping: - -
tbd
Niles IL 60714
United States

Billing: - -
tbd
Niles IL 60714
United States

Please Reference your quote number (235882) when placing your order to ensure correct pricing.
PLEASE SEND PURCHASE ORDERS TO SALES@LARSONELECTRONICS.COM

SCROLL DOWN TO SECOND PAGE TO SEE THE PRICING

Estimated Lead Time: **estimated lead time is 2 Weeks ARO**
See page after pricing page(s) for line item leadtimes, which may differ from total leadtime. The above estimated lead time is for all items on quote. Some line items may have different lead times. Scroll down to see line item lead time breakdown.
Transit Time: **3 days**

Shipping: Pallet Freight - FOB KEMP, TX 75143

Notes:
-Pallet

-3 day transit

Other Notes:

This quote is valid for: 30 days (05/27/2024) (The shipping $ is valid for: 7 days (04/27/2024))

Larson Electronics LLC
9419 E US HWY 175, Kemp, TX 75143
Phone: 800.369.6671



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Email: sales@LarsonElectronics.com
Fax: 903.498.3364

Return/Cancellation Policy

Larson Electronics LLC
9419 E US HWY 175, Kemp, TX 75143
Phone: 800.369.6671



www.LarsonElectronics.com
Email: sales@LarsonElectronics.com
Fax: 903.498.3364

Please Reference your quote number (235882) when placing your order to ensure correct pricing.

"Due to supply chain issues, some items quoted may vary slightly from the specified and weights and dimensions shown on the spec sheet.If you have a need for the particular dimensions shown, be sure to make us aware of the need so we can designate a special part number for that requirement."

"International Orders Advisory: Please note that for orders requiring international shipment, additional document handling and processing fees may apply. These fees will be calculated based on the specific requirements and regulations of the destination country and will be clearly itemized in the final invoice. For further details or a preliminary estimate of these costs, please contact our customer service team."

Part#	Options	Type	Description	Ship Weight (lbs)	Ship Dim (Inches)	QTY	Price (US Dollars)	Total (US Dollars)
VMPLM-13.5-2XEQ4X4.CPR-1XPTZ.2MP-FL	**Option 1:** Flood		13.5' Vehicle Roof Mount Tower LED Lights w/ Camera - (2) Lamps - PTZ Camera - 20x Optical Zoom - IP66 - Built-in 12V Compressor	0.00	30x30x30	1	$15,258.09	$15,258.09
							SubTotal	$15,258.09
							Shipping* (Pallet Freight)	$653.88
							Tax	$0.00
							Total (US Dollars)	**$15,911.97**

*Customer can arrange their own freight with their own carrier.

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Fax: 903.498.3364

Documents(CLICK ON THE LINKS BELOW TO VIEW MORE INFORMATION):

Specification/Cut Sheets

- Spec Sheet for VMPLM-13.5-2XEQ4X4.CPR-1XPTZ.2MP-FL

Catalogs

- Catalog Page for VMPLM-13.5-2XEQ4X4.CPR-1XPTZ.2MP-FL
- Business Certificate

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Email: sales@LarsonElectronics.com
Fax: 903.498.3364

Lead Times By Product	
Part#	**Lead Time**
VMPLM-13.5-2XEQ4X4.CPR-1XPTZ.2MP-FL	2 weeks

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Email: sales@LarsonElectronics.com
Fax: 903.498.3364

SKU	Harmonized System (HS) Code	Export Control Classification Number (ECCN)	ITAR Required
VMPLM-13.5-2XEQ4X4.CPR-1XPTZ.2MP-FL		EAR99	N/A

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9419 E US HWY 175, Kemp, TX 75143
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Email: sales@LarsonElectronics.com
Fax: 903.498.3364

Images(CLICK ON THE LINKS BELOW TO VIEW MORE INFORMATION):

- HigResPic1 for VMPLM-13.5-2XEQ4X4.CPR-1XPTZ.2MP-FL
- Large for VMPLM-13.5-2XEQ4X4.CPR-1XPTZ.2MP-FL

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Fax: 903.498.3364

Payment:

US and Canadian bank based credit card and government / corporate procurement cards accepted.

Government Purchase Order/Contract/Awards accepted.

Credit terms available to prequalified US based customers.

Overseas shipments to non-US based companies required pre-payment via bank transfer in advance. No L/C

We are CCR registered. Our CAGE is 41TL0. We do invoice through WAWF when requred.

Our remit address:

Larson Electronics LLC
9419 E US HWY 175
Kemp, TX 75143
www.LarsonElectronics.com

Shipping address:

Larson Electronics LLC
9419 E US HWY 175
Kemp, TX 75143

Cage Code: 41TL0
Reps and Certs on ORCA
D&B: 078373685
TIN: 16-1541123
Phone: 800-369-6671
Fax: 903-498-3364
Email: rb@LarsonElectronics.com

Thank you,
Rob Bresnahan

ALPHA PRIME COMMUNICATIONS
SALES • RENTALS • SERVICE

QUOTATION

Organization	Niles Police Department
Contact	Robert Zielinski
Address	7000 W Touhy Ave
City, State	Niles, IL 60714
Phone #	847-588-6506
Email	rbz@vniles.com
Re:	Portable Radios Multi-Unit Charger

Description	Qty.	Unit Cost	Extended
Motorola IMPRES2 6-Unit Charger for APX		1,295.00	
		Total	$

Notes: Factory 1-Year Warranty Included for Accessory and Peripheral Items.

Motorola products sold as agent for Communications Direct.
Prices and specifications are subject to change without notice.

Prepared by: Andy Kerman Terms: Net 15 days
Date: 5/2/2024
I hereby accept this proposal: P.O. #
(please sign and print name with title and date above)

Confidential Document

ALPHA PRIME COMMUNICATIONS
1808 Janke Drive, Suite E • Northbrook, IL 60062 • 847-298-4000 • Fax 847-412-0636

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

REHMAN ALI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NWGC220	4/26/2024	NWGC220	0461683	$1,599.55

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Samsung U28R550UQN - UR550 Series - LED monitor - 4K - 28" - HDR Mfg. Part#: U28R550UQN Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	2	6151496	$325.49	$650.98
Samsung U32J590UQN - UJ59 Series - LED Monitor - 4K - 32" Mfg. Part#: U32J590UQN UNSPSC: 43211902 Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	3	5198137	$316.19	$948.57

SUBTOTAL	$1,599.55
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$1,599.55**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: VILLAGE OF NILES FINANCE DEPT 1000 CIVIC CENTER DR NILES, IL 60714-3229 **Phone:** (847) 588-8000 **Payment Terms:** NET 30-VERBAL	**Shipping Address:** VILLAGE OF NILES FINANCE DEPT 1000 CIVIC CENTER DR NILES, IL 60714-3229 **Phone:** (847) 588-8000 **Shipping Method:** UPS Ground (Indy 1-2 day)
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Kristen Meyer | (866) 809-9889 | krismey@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

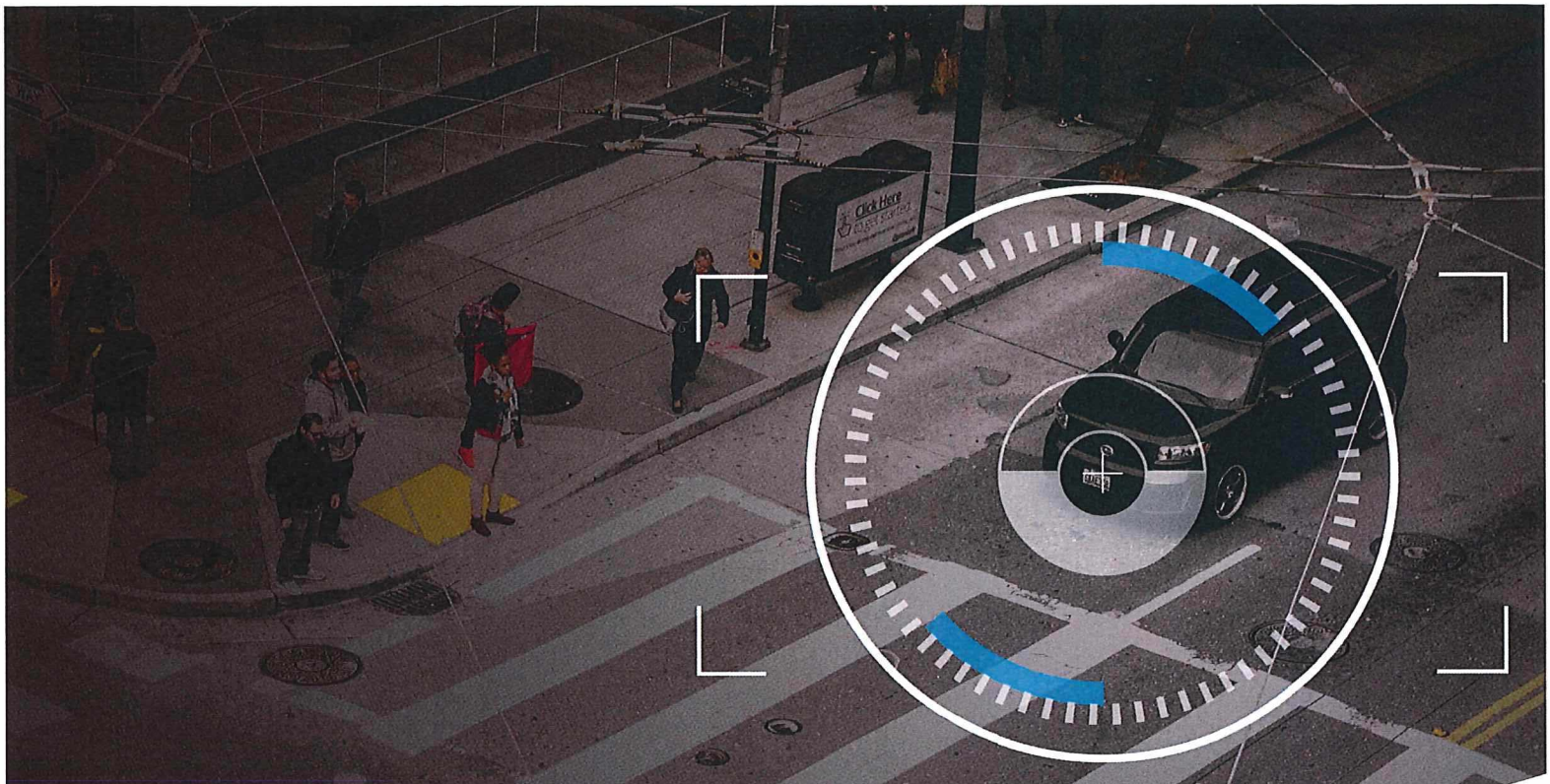
188

VALORENCE

Niles Police Department - Illinois - VALORENCE Quote Packet

by Valorence Sales

Start signing



VALORENCE

EQUIPMENT QUOTE

PREPARED FOR:

Niles Police Department - Illinois

Officer Chris Koch

Items this packet contains:

- Mission Statement
- Procurement Options
- Quote or Quotes
- Other Available Products
- Product Details Pages
- **Sole Source Letter**
- **W9**

VALORENCE

Mission Statement:

We produce and provide quality, reliable, and innovative technology that saves lives, promotes safety, and protects property, or facilitates mission-critical objectives for the end-users .

What our product can do for your organization:

Valorence, LLC works with Law Enforcement agencies around the United States and Canada. We provide Law Enforcement Agencies like Niles Police Department - Illinois with innovative solutions that keep your communities safe, promote officer safety, and save time and money.

Procurement Powerhouse:

With over a decade worth of procurement experience, we know how to get it done. We are well versed in a wide variety of procurement vehicles:

- Federal / State / Local Requirements
- Federal GSA Contract Holder
- State Contracts
- Grants
- Local Third-Party Procurements
- Sole Source Justifications
- Request For Quote Proposals

About Us:

Valorence, LLC has been in business since 2010 and has provided surveillance solutions to law enforcement in some of the coldest, hottest and most humid areas in North America. Our team has several decades worth of law enforcement experience and surveillance implementation. We understand our clients and the important roll that quality reliable surveillance equipment plays in keeping you and your team safe. We designed each of our systems with simplicity and reliability in mind. Our innovative technology provides us the unique ability to provide the highest uptime in the industry. Each system we sale comes with one year of 24/7 Mission Critical Support so you have a peace of mind knowing that you can always get the help you need, when you need it.

VALORENCE

649 N 170 E
Smithfield, Utah, 84335

COVERT LAW ENFORCEMENT

QUOTE

- **Advanced All-In-One Surveillance System with 200 Ah Battery**

Note: All Advanced Covert Law Enforcement Surveillance Systems come with a full one year manufacturer's warranty on all parts and labor. 1 year extension(s) of the Mission Critical Warranty and Support is an extension beyond that first year, and can be renewed up to 5 years.

Quote No.:	QUOTE-PD 829A	Prepared for:	Niles Police Department - Illinois
Exp. Date:	2024-08-01 or 6 Months from Issuance Date, whichever is sooner.		Niles Illinois 60714

Name	Price	QTY	Subtotal

(CLE) Advanced All In One Surveillance System - High Performance The All in one Surveillance System is conveniently contained inside a heavy-duty, wheeled pelican case that can easily be deployed from a vehicle for covert deployments. This all-inclusive system includes 120 hours of battery power, rapid recharge, and all needed communications equipment to remotely view and record criminal activity. **Camera:** - Axis Q61 Series PTZ Camera or similar feature set - 30x Optical Zoom 12x Digital Zoom - Shock Detection - Enhanced Intelligent Video - 1TB onboard edge storage - H.264 Video Compression - Zipstream Technology - Lightfinder Technology - Wide Dynamic Range Forensic Capture - 0.01 Lux B/W, 0.5 Lux Color - Built-in security and logs - Compatible with most IP based video management software (VMS) - Event email/SMS notifications - 1 yr manufacturer warranty Mounting: The CLE mount allows for easy and rapid deployment of the All in One system inside of a vehicle allowing for a 360-degree pan, tilt, zoom capability. **Router:** - Integrated 4G LTE Modem (SIM Card Required) - Works with all major carriers - Ability to change carriers - FirstNet Band 14 Ready - Integrated LTE-only, HSPA+, or LTE/HSPA+/EVDO modem - SMS Text restart and status - Wifi a/g/n - Built-in GPS with NMEA Output CLE **Smart Control System:** - Scheduled Daily System Restart - Ability to schedule system standby to save battery - Web interface to monitor system, including temperature and power - Email/SMS Text notifications for alarms - Key Fob Remote restart - Failover Programming switch - Restart system from web interface - Temperature-controlled Fan and Overheat protection - Low battery email notification - High-Temperature email - Intrusion Notification Built-In and Direct **Power:** -12 volt 200 AH Lithium-Ion battery system with Quick recharging (Approx 7 hours) and Pelican rugged easy transport case with wheels (approx 5-6 days continuous use). - 120-240 Volt AC input - 12 Volt DC input - 12 Volt Cigarette standard plug - Reverse Polarity Protection - Standard Protections: short circuit / overload / overvoltage / over temperature	$16,650.00	1	$16,650.00

VALORENCE

Items included in the package: - Additional Camera Mounting Brackets | Vehicle Mount Kit | Cigarette Lighter Cable Extension Cable | AC Power Cord | 1-year Manufacturer Warranty | Advanced IT Support    			
Shipping - Small Freight	$550.00	1	$550.00
			$17,200.00

Tax (EXEMPT)	**$0.00**
Total	**$17,200.00**

Valorence, LLC (DBA: Covert Law Enforcement)
Mailing / Payment: 649 N 170 E, Smithfield, UT, 84335
Physical: 3002 North Main, North Logan, UT, 84341
GSA: 1756 North 8150 West, Mendon, UT 84325

888.621.5558 • www.valorence.com
• Est. 2010 • sales@valorence.com

VALORENCE COVERT LAW ENFORCEMENT

VALORENCE

Also Available

Product	Basic Description	Price Range
	**Dual Purpose Modular Surveillance System (DPM)** Rapid deploy pole or vehicle mount surveillance solution. The ability to deploy this system **covertly** or in a **high visibility** manner is one of the key features.	$8,550 ~ $12,500
	**Pole Cam Mini** This surveillance system is designed to be deployed primarily in a covert manner on a telephone pole, on the side of a building, with 120 v AC, or from a vehicle with the lithium-ion power supply.	$10,800 ~ 12,500
	**360 Cam** See all angles at the same time with this high visibility 360 degree surveillance system. This camera is Ideal for large gatherings, city parks, or street corners.	$8,550
	**All-In-One** With a full power supply and vehicle mount kit the All-In-One has everything needed to deploy from a vehicle for two to three days.	$15,950 ~ $16,650
	**Micro Cam** Four pinhole lens cameras can be permanently or semipermanent installed into an undercover vehicle, a hotel room, or a drop vehicle. Combine the Micro Cam with the lithium-ion battery and a thermal lens for extra versatility.	$8,550 ~ $15,500
	**The Box** A completely self-sustained ground mount system that blends into any urban environment and doesn't require any supplemental power. The Box is quickly deployed without the use of any special training or equipment.	$19,990
	**Pole Mount Solar Power** Harness the power of the sun for your covert and overt surveillance deployments. Get power to your system even when the power company can't.	$5,200 ~ $5,900

VALORENCE

Product	Basic Description	Price Range
	**Lithium-Ion Power Supply** Advanced battery technology allows any of our advanced surveillance systems to run for multiple days. Daisey chain power supplies for even more longer stretchers, and know that with a 10 year expected life span, your investing in the future.	$3,900 ~ $4,200
	**Vehicle Mount Kit** Extend the versatility of the Pole Cam Mini, and the DPM with the rapid deploy vehicle mount. By strategically placing the camera behind the vehicle window; target can be monitored from anywhere a vehicle goes.	$400
	**Surveillance Trailer Camera Mount and Power Supply** Strategically deploy your cameras in a high visibility manner. Officer presence is key to managing community events and crime reduction efforts. This system integrates solar panels, batteries, and telescoping mast that send the message of safety and security.	$28,000 ~ $45,000
	**Mission Critical Warranty & Support** 24/7 Mission Critical Support Training Deployment Assistance Email Support Software / Firmware / Operating System Updates Trouble Shooting Repair And Triage Return (Priority 1) Parts and Labor	$650 ~ $3,000
	**Recording Server** Duplication of evidence and quick easy access is a very nice to have feature. Having physical hardware is preferred for some clients and reasons vary from ease of access to agency regulation.	$4,750 ~ $5,950+
	**Cloud Storage** For those agencies that want the benefits of having duplicated evidence and easy playback, but don't want the overhead of managing the hardware. There are multiple cloud based solutions with multiple options to meet the specific needs.	$150 ~$1,000 Yearly

VALORENCE

Client Testimonials

"Covert Law Enforcement has gone above and beyond time and time again! I have worked with a lot of companies and vendors and I can tell you now its not just me, its also our IT department that loves them just as much because Covert Law Enforcement always fix the issues we run into. When other vendors don't support their product or they simply referred us to our own IT department."

Detective John Pavia
Lynchburg Police Department

"We requested a 360 degree camera solution that was reasonably priced but met all of our needs. Valorence worked with us very closely and designed a custom, compact and very well thought out camera system that exceeded our expectations. The quality and workmanship is second to none."

Detective Sergeant of Forensics Glenn Vandegrift
Bensalem Township Police Department - New Jersey

"We have been working with Covert Law Enforcement surveillance systems for years now, and know them to be extremely reliable and effective. We have found it a great tactical advantage to deploying the surveillance systems prior to our search warrant execution. The intel gathered by using the surveillance systems is invaluable for case prosecution and Officer safety."

Sgt. Brooks Davis
Cache Rich Drug Task Force

"I believe that as a Captain over the investigations division, it is imperative to provide my detectives with the tools they need to succeed and keep the community safe. We purchased our first system in 2010, and over the last several years we have purchased several more because each division has found a need to use them. They have been used on everything from metal thefts, and drug investigations, to a child predator, and homicide investigations. As an administrator, I also get an overview of the various investigations that are being conducted."

Captain Tyson Budge
Logan City Police Department

"The staff has been phenomenal to work with. Anytime I had a question, or issue, the response was immediate and on point. Thus far, this camera has been, by far, the best camera system we have ever utilized in our investigative actions. It is user friendly, and has more than met our expectations to date."

Deputy Shafter Baker
Noble County Sheriff's Office - Indiana

VALORENCE

Client Testimonials

"From the customer service to product deployment and training, Covert Law Enforcement has proven to be top notch in every way. The mini pole cam has assisted in countless investigations the past year and I anticipate on many more the next several years as well. The ease of maneuverability, simplicity in operation and extremely covert nature of the product make it a must have for any LE agency serious about making an impact in community safety. The covert pole cams assist us the most. We are looking to purchase additional ones in the future."

Sergeant Josh May
Chattanooga Police Department, TN

"When the cameras are deployed in area's of interest we are successful in capturing video of major crimes like shootings, robberies and homicides, just about every single time that they are deployed. That's how beneficial this technology can be to Law Enforcement and to the community we work for. There was one homicide of a young child that we arrested 13 people on, specifically because we had the cameras in use. We never would have gotten there without this technology."

Sergeant George Miller
US Marshal Violent Offender Task Force - Lake Charles, LA

"We have worked with Valorence for years. As our community has grown we have had more need for the mobile surveillance that they provide us with. We have been able to use the surveillance cameras to solve a large variety of criminal investigations ranging from homicides and human trafficking on down to drugs and trespassing."

Investigator Brandon Hazelwood
Frederick County Sheriffs Office - Virginia

VALORENCE

Quote Acceptance:

Quote #: QUOTE-PD 829 Option:

Niles Police Department - Illinois
Niles Illinois 60714

At Valorence, LLC, we strive to ensure clarity and fairness in our payment processes while accommodating the unique nature of our built-to-order surveillance equipment. This policy outlines the payment terms and conditions as well as high-level terms and conditions to maintain a transparent and effective business relationship with our clients. Detailed terms and conditions can be found on our websites at www.valorence.com and www.covertlawenforcement.com.

- **Quotes:** Quotes are valid only through date listed and all documents provided by Valorence, LLC remain property of Valorence, LLC and shall not be used or disclosed to any third party without prior written consent. This document expires on: 2024-08-01

- **Placing an Order**: Our products are build-to-order. We require a signed copy of the quote with the associated new order information filled out before we can put the order into the build queue.

- **Order Shipment:** A valid purchase order or a minimum 50% payment is needed before dispatching your order. Exceptions can be made for special procurement processes with prior agreement.

- **Invoice Issuance:** Invoices are Net 30 and will be issued at the time of order placement. Due to the requirement for cellular service activation, which is not always immediate and is dependent upon the client, we invoice at the time of order, not delivery. Payment is expected Net 30 from the time of the order.

- **Payment Period:** Please note that not all equipment can be manufactured within the initial two weeks, and certain components may extend production lead times to several months. Some agencies adhere to a payment policy of net 30 days following delivery. We understand that this may conflict with the agency's procurement policies so we will refrain from applying late fees until 45 days post-delivery, however, we will issue the original invoice and send regular reminders starting from the order date, not the delivery date.

- **Remittance:** Please remit the check or money order to:

  Valorence, LLC
  649 N 170 E,
  Smithfield UT
  84335

  ACH
  Business Name: Valorence, LLC
  Bank: Wells Fargo
  Routing Number: 121000248
  Account Number: 1405583053

- **Cellular Service Activation:**

- Cellular activation and functionality of the cellular service are the sole responsibility of the agency unless otherwise stated. Valorence, LLC is not liable for cellular coverage, signal strength, data caps, usage, system overload, or network speed
- Equipment can be used with limited features without cellular service. The inability of the client to acquire proper static IP cellular service is not a valid reason for return.
- Failure to get proper cellular service does not negate the purchase order.
- If the cellular service is not activated within two weeks of the order, Valorence reserves the right to ship the product without activation, or in part depending on the circumstances.
- In cases where the product shipped without cellular service, the equipment may need to be returned to Valorence for cellular troubleshooting or programming. If this is the case, the client will bear all associated shipping fees and/or setup fees, as this is not covered under the warranty.
- The inability of the client to acquire proper static IP cellular service is not considered to be a reason for the return of CLE products and can not be returned on this basis.

- **Late Payment Fees:** Late payment fees, amounting to 3% of the invoice total per month, will be assessed starting 45 days from the delivery date.

- **Credit Card Fees**: All Credit Card Orders have a 3% credit card processing fee.

- **Tax-Exemption:** Valorence, LLC assumes Federal, State, and Local government agencies are tax-exempt unless otherwise specified. Clients must identify tax requirements at the quote stage. Failure to do so means the client is responsible for paying any applicable taxes. Clients should provide their tax exemption certificate to Valorence, LLC. If a client is not tax-exempt, they must inform us promptly for the invoice to be adjusted with the relevant taxes

- **Warranty:** Products manufactured by Valorence, LLC come with a one-year manufacturer warranty. Additional years may be purchased separately at the time of original purchase. An automated invoice will be sent just prior to the warranty expiring along with any other annual subscriptions on the invoice. It is the client's responsibility to make sure the warranty is up to date. Unauthorized or intentional tampering with settings or components will void the warranty. If the product is not under warranty and experiences a malfunction the client is responsible for all shipping, hardware, and hourly rates for labor, including time troubleshooting issues on the phone or via email. Warranty excludes neglect, abuse, theft, negligence, accidental damage or the dismantling of components.

- **Product:** Valorence, LLC does not deploy, or install surveillance equipment. We provide a finished product that is shipped to the end user who is responsible for the deployment in their unique use cases.

- **Packing**: Keep the original packaging for your equipment. For repairs, return the equipment in its original packaging. Valorence, LLC is not responsible for damage to items returned without this packaging, and clients will be charged for any such damages.

- **GSA:** Unless specifically identified as a GSA Item they are not on the GSA Contract. GSA Pricing is inclusive of the IFF.

- **Follow-up:** The Client agrees to product satisfaction follow-up from Valorence, LLC or a third party if needed via phone or email.

Valorence, LLC is committed to providing quality, reliable, and innovative technology solutions. This payment policy is designed to ensure a smooth and fair transaction process for all our clients while allowing us to set proper budgetary expectations internally.

NEW PURCHASE and SETUP INFORMATION:

End User / Owner Agency if different from Purchasing Agency:

State: Quote: QUOTE-PD 829

Sales Rep: Is this a GSA or State Contract Sale?

Total Price of Sale: Purchase Order Number If Available:

Shipping Address:

Critical Dates Associated with Sale (delivery/billing/etc...)

Accounts Payable Email Address:

Billing Address:

Quote issued to: Chris Koch Contact Email: clk@vniles.com

End User
Name: Title: Email:

Phone Number:

IF APPLICABLE:

Cell Service Provider:

Cell Service Point of Contact (who will be working to set up the Cell Service)?

VALORENCE

Special Instructions / Term Exceptions:

I have read the payment terms listed on this quote and understand the expectations. I know that the full list of Terms and conditions are listed on the websites www.valorence.com and www.CovertLawEnforcement.com and will reference those for further detail if needed.

Chris Koch
Officer Niles Police Department - Illinois
OR
Authorized Representative of the aforementioned Organization.

AGREED TO AND ACCEPTED:



Valorence, LLC (DBA: Covert Law Enforcement)
Mailing / Payment: 649 N 170 E, Smithfield, UT, 84335
Physical: 3002 North Main, North Logan, UT, 84341
GSA: 1756 North 8150 West, Mendon, UT 84325

888.621.5558 • www.valorence.com
• Est. 2010 • sales@valorence.com

VALORENCE COVERT LAW ENFORCEMENT

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-585210-45450.873MS

Issued: 06/07/2024

Quote Expiration: 09/30/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 113442

Payment Terms: N30

Delivery Method: UPS Ground

SHIP TO	BILL TO
Niles Police Dept. - IL 7000 W Touhy Ave Niles, IL 60714-5300 USA	Niles Police Dept. - IL 1000 Civic Center Drive Niles IL 60714 USA Email: njz@vniles.com

SALES REPRESENTATIVE	PRIMARY CONTACT
David Arth Phone: Email: darth@axon.com Fax:	Nick Zakula Phone: (847) 588-6500 Email: njz@vniles.com Fax: (847) 588-6550

Quote Summary

Program Length	12 Months
TOTAL COST	$8,472.24
ESTIMATED TOTAL W/ TAX	$8,472.24

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	$8,472.24	$0.00	$8,472.24
Total	**$8,472.24**	**$0.00**	**$8,472.24**

Quote Unbundled Price:	**$8,472.24**
Quote List Price:	**$8,472.24**
Quote Subtotal:	**$8,472.24**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	12	$183.34	$183.34	$183.34	$6,600.24	$0.00	$6,600.24
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	12		$31.20	$31.20	$1,872.00	$0.00	$1,872.00
Total							**$8,472.24**	**$0.00**	**$8,472.24**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	3	10/01/2024	09/30/2025
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	3	10/01/2024	09/30/2025
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	3	10/01/2024	09/30/2025
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	10/01/2024	09/30/2025

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7000 W Touhy Ave	Niles	IL	60714-5300	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$1,872.00	$0.00	$1,872.00
Invoice Upon Fulfillment	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	$6,600.24	$0.00	$6,600.24
Total				**$8,472.24**	**$0.00**	**$8,472.24**

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Board agenda Memorandum

BOARD MEETING DATE: June 25, 2024

TO: Mayor and Board of Trustees

FROM: Luis C. Tigera, Chief of Police

DEPARTMENT: Police

STRATEGIC PRIORITY: Financial Stability & Transparency

APPLICABLE PLAN: Explore strategies to be a competitive employer and enhance the workplace environment.

PURPOSE AND ACTION REQUESTED:
I move for Board Approval of a Resolution Requesting Approval to Purchase Using Cooperative Agreements and Preferred Vendors for the Police Department Mobile Command Unit (MCU) Outfitting in the Amount of $67,465.69

BACKGROUND:
The Niles Police Department (NPD) recently secured an $84,650 grant from the Urban Area Security Initiative (UASI) Cook County Homeland Security. These funds for the MCU outfitting are designated to improve the NPD's response capabilities for major incidents and special operations.

The existing NPD Mobile Command Unit (MCU) plays a critical role during such events. It functions as a central command center, providing a dedicated space for officers to manage operations and maintain clear communication channels.

DISCUSSION/HISTORY:
To optimize the functionality of the MCU and leverage the UASI grant effectively, the NPD is outfitting the unit with essential technology. This includes:

- Cameras
- Lights
- Monitors
- Body camera dock
- Internet connection
- AXON Fleet 3 dash camera with LPR (License Plate Recognition)
- Magnetic glass dry erase boards
- Installation costs

This current project, funded by the UASI grant, represents a significant upgrade to transform the MCU into a fully-equipped mobile command center. The total cost for this crucial string purchase is $67,465.69

The MCU itself remains a vital asset during critical situations and community events. The UASI grant specifically allocates funding for equipment that directly enhances the NPD's operational efficiency.

BUDGET:
UASI Grant Awarded: $84,650
Total Cost: $67,465.69

RECOMMENDATION: Staff recommends approval of this purchase.

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Sourcewell

Solicitation Number: 092722

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Conducted Energy Weapons from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 21, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specification. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Supplier may require the use of its then-current Master Services and Purchasing Agreement (or similar standard terms and conditions document), a copy of which may be found at https://www.axon.com/sales-terms-and-conditions. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

A. 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 negligent or willfully wrongful act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or other legal theory. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

B. Notwithstanding Section 6 (B) of this Agreement, Supplier and Participating Entities may negotiate mutually agreeable indemnity, hold harmless, and limitations of liability to be incorporated into purchase or subsequent agreements utilizing the terms of this Sourcewell Contract.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *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, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. 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.

   b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract 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.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *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 Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian

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government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 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 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.

B. 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

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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 be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

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F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. 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.

M. 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.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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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S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert E. Driscoll Jr.
Title: Chief Procurement Officer	Title: VP Associate General Counsel and Assistant Corporate Secretary
Date: 2/3/2023 | 1:31 PM CST	Date: 2/3/2023 | 3:09 PM MST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/3/2023 | 4:33 PM CST

RFP 092722 - Conducted Energy Weapons

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Thursday September 15, 2022 12:49:27
Submitted On:	Tuesday September 27, 2022 00:45:52
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	1e710178-b344-4e2c-8c5c-05ebfbe19988
Submitter's IP Address:	72.216.185.29

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Publicsafety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 1WHR1	*
5	Proposer Physical Address:	17800 N. 85th St, Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	www.axon.com	*
7	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 and, in the event of award, will be expected to execute the resulting contract):	Robert E. Driscoll, Jr. VP, Associate General Counsel and Assistant Corporate Secretary 17800 N. 85th St, Scottsdale, AZ 85255-6311 contracts@axon.com 800-978-2737	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jane Pearson, Senior Proposal Manager 17800 N. 85th St, Scottsdale, AZ 85255-6311 japearson@axon.com 480-905-2037	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich, Director of Sales – Growth 17800 N. 85th St, Scottsdale, AZ 85255-6311 aforbrich@axon.com 301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER energy weapons, body-worn and in-car cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Axon currently partners with more than 15,100 agencies around the world to deliver innovative hardware and software solutions built for the public safety sector. With 11 offices based in Arizona, Washington, North Carolina, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,800 employees continues to define smarter policing through the development of industry-leading technology solutions. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback? *
11	What are your company's expectations in the event of an award?	Upon notification that Axon has been awarded, we will work expeditiously to complete contract negotiations with Sourcewell. Due to the nature of contract negotiations, an exact timeframe cannot be provided. Once a contract is in place, Axon will begin marketing efforts to promote the Sourcewell Cooperative. We understand the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $30 million. We understand that this is a projected value only and is not guaranteed. Overall, we hope to partner with Sourcewell to bring our industry-leading law enforcement solutions to more customers by using your cooperative to make the procurement process easier and more transparent for purchasers. *

12	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.	Axon is a publicly-traded company; all financial information is available at investor.axon.com. Axon's NASDAQ stock ticker symbol is AXON. NET SALES • Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million. • Net sales were $681 million and $530 million for the years ended December 31, 2020, and 2019, respectively, an increase of $151 million. • Net sales were $530 million and $420 million for the years ended December 31, 2019, and 2018, respectively, an increase of $110 million. • Net sales were $420 million and $343 million for the years ended December 31, 2018, and 2017, respectively, an increase of $77 million. • Net sales were $343 million and $268 million for the years ended December 31, 2017, and 2016, respectively, an increase of $75 million. • Net sales were $268 million and $197 million for the years ended December 31, 2016, and 2015, an increase of $71 million. NET INCOME • Our net income decreased by $60.0 million for the year ended December 31, 2021, compared to net income of $1.7 million in 2020. Net loss per basic and diluted share was $0.19 for 2021, compared to net income per basic and diluted share of $0.03 for 2020. • Our net income decreased by $1.7 million for the year ended December 31, 2020, compared to net income of $0.9 million in 2019. Net loss per basic and diluted share was $0.03 for 2020, compared to net income per basic and diluted share of $0.01 for 2019. • Our net income decreased by $28.3 million to $0.9 million for the year ended December 31, 2019, compared to $29.2 million in 2018. Net income per basic and diluted share was $0.01, respectively, for 2019 compared to $0.52 and $0.50 per basic and diluted share for 2018. • Our net income increased by $24.0 million to $29.2 million for the year ended December 31, 2018, compared to $5.2 million in 2017. Net income per basic and diluted share was, respectively, for 2018 compared to $0.10 per basic and diluted share for 2017. • Our net income decreased by $12.1 million to $5.2 million for the year ended December 31, 2017, compared to $17.3 million in 2016. Net income per basic and diluted share was $0.10 for 2017 compared to $0.33 and $0.32 per basic and diluted share, respectively, for 2016. • Our net income decreased by $2.6 million to $17.3 million for the year ended December 31, 2016, compared to $19.9 million in 2015. Net income per basic and diluted share was $0.33 and $0.32 for 2016, respectively, compared to $0.37 and $0.36 per basic and diluted share for 2015. Additionally, we have included our Q2 2022 SEC Quarterly Report and 2021 audited financials in the document upload section. These are the most recently available financial reports as of this submission.	*
13	What is your US market share for the solutions that you are proposing?	As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope.	*
14	What is your Canadian market share for the solutions that you are proposing?	Axon tracks Canadian market share as part of our tracking for the Commonwealth geographic region market share and not individually. As of August 2022, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	a) N/A b) Axon Is best described as a manufacturer and service provider for the proposed hardware, software, and services. TASER energy weapons are manufactured at our corporate headquarters in Scottsdale, Arizona. Manufacturing staff and sales representatives are employees of Axon. Some sales representatives work from our main office in Scottsdale, AZ. Others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon handles technical support and repairs for all of its manufactured products.	*
17	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.	Agencies may choose to track TASER energy weapon log data within their Axon Evidence system; therefore, we have listed certifications for Axon Evidence below. Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers Sourcewell a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These certifications, compliance measures, and security assurances include: • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls • ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud • CJIS Compliant • CALEA Standard 17.5.4 Compliant • HIPAA and HITECH • AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence) • SOC 3 Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508 • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level (Applicable only to the US Federal Region of Axon Evidence) • The authorization confirms that Axon Evidence has been reviewed and approved by the US Department of Defense and Homeland Security, and the General Services Administration Axon's Compliance website (axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. Axon also maintains the following quality accreditations. MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or debarred during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	Axon has 15,100+ active agencies worldwide, including law enforcement agencies for higher education (universities and school districts). Axon tracks sales data based on a wide array of product and service segments across worldwide geographic regions. Various user markets included in the scope of these regions are state and local law enforcement, federal, corrections, fire & EMS, justice, and enterprise agencies. Therefore, granular governmental sector sales information is not provided, but Axon has listed total net sales figures for the past 3 years below for Sourcewell's review. • Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million. • Net sales were $681 million and $530 million for the years ended December 31, 2020, and 2019, respectively, an increase of $151 million. • Net sales were $530 million and $420 million for the years ended December 31, 2019, and 2018, respectively, an increase of $110 million. As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope. Additionally, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope.	*
21	What percentage of your sales are to the education sector in the past three years	Axon has 15,100+ active agencies worldwide, including law enforcement agencies for higher education (universities and school districts). Axon tracks sales data based on a wide array of product and service segments across worldwide geographic regions. Various user markets included in the scope of these regions are state and local law enforcement, federal, corrections, fire & EMS, justice, and enterprise agencies. Therefore, granular education sector sales information is not provided, but Axon has listed total net sales figures for the past 3 years below for Sourcewell's review. • Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million. • Net sales were $681 million and $530 million for the years ended December 31, 2020, and 2019, respectively, an increase of $151 million. • Net sales were $530 million and $420 million for the years ended December 31, 2019, and 2018, respectively, an increase of $110 million. As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope. Additionally, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope.	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	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?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Michelle Rodriguez	818-238-3174	*
Gilbert Police Department, Arizona	Noah Baker	480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

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.	Axon directly employs approximately 100 employees in our Sales organization who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Some sales representatives work from our main office in Scottsdale, AZ, while others work remotely throughout the US, Canada, and our other global locations. The distribution of Axon's sales representatives allows us to provide full service and support coverage for Sourcewell entities. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. HIRING PROCESS We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. Axon's hiring process intends to identify candidates who can do this effectively. It's our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters. Throughout the day, they meet five senior members of the Axon team to validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate's potential fit as a representative of the company, on law enforcement's behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they're going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. Axon is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.
27	Dealer network or other distribution methods.	Axon partners with distributors in limited situations. Within the United States, we work with a small number of distributors to sell our TASER energy weapon products. These distributors are not employees of Axon; therefore, we do not know their company employment numbers. In Canada, we partner exclusively with MD Charlton to sell and service TASER energy weapons. There is some overlap between sales and service functions in this case, as MD Charlton assists Axon with processing repairs.

28	Service force.	As a whole, the Axon Support organization directly employs approximately 100 individuals across our Customer Support and Customer Success divisions, including our Return Material Authorization (RMA) department. Our dedicated customer success and support managers are committed to providing Sourcewell entities with post-sales and post-deployment support. CUSTOMER SUPPORT Axon has a full customer and technical support team available 24 hours a day, seven days a week. The team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in-country Customer Success Manger (CSM). CSM support is available for both the US and Canada and is determined based on the size and location of the customer. The CSM's goal is to support your day-to-day needs, educate you on Axon products, and ensure you are receiving the full value from your investment. The CSM promotes open communication with agency personnel to foster positive and familiar relationships. They provide highly responsive and specialized support and ongoing education to deliver the best possible customer experience. Your CSM will ensure that questions and concerns are addressed with urgency, and that feedback is received with genuine consideration. More specifically, your CSM will: • Serve as a single point of contact to answer day-to-day questions for your agency's administrative team • Keep you updated on Axon developments • Connect you with other Axon teams, such as Technical Support or Professional Services, when necessary • Ensure that you are using best practices within Axon Cloud Services • Communicate your product feedback to appropriate teams within Axon • Facilitate customer "health check" meetings	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will accept and process orders from Sourcewell entities directly for the US and Canada. Our Order Entry team enters orders into our CRM, Salesforce. Reports will be maintained and extracted from Salesforce for quarterly reporting to Sourcewell.	*

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.	Axon is committed to providing Sourcewell entities with timely responses to requests for support. During system implementation, the assigned Axon project implementation team will be available via phone and email to provide customer support during normal business hours. Additionally, Axon staff will be available to provide onsite support if there are applicable designated project tasks that require onsite presence at the agency's location. Normal hours of operation for support are business days Monday to Friday 08:00 – 17:30, excluding public holidays. Post-system implementation, support is available via an assigned Axon customer success manager (CSM), as well as from Axon's Customer Support division. Live phone support is available 24 hours a day, seven days a week, including weekends and holidays. For technical or Customer Support assistance, you may contact a customer service representative at 800.978.2737 (extension 4), or via email at support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon Ecosystem. ESCALATION We have a support team in place and aim to address all submitted cases within two business days. Axon has included multiple levels of support in our proposal, from a technical support team who handles daily issues, to an engineering support team who addresses critical or recurring issues. Issues are escalated through these support tiers based on their significance. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product troubleshooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation ISSUE SEVERITY TIERS AND RESOLUTION To align with our standard service level agreement, Axon categorizes each reported issue under the following Severity tiers. • SEVERITY 1 – This tier includes critical business functionality being down, a material impact on the customer's business, or non-existent workarounds. • SEVERITY 2 – This tier includes critical business functionality being impaired or degraded, a time-sensitive material impact affecting production, or the existence of temporary workarounds. • SEVERITY 3 – This tier includes non-critical business functionality being down or impaired, no significant impacts on the current product, or the existence of general support/operation inquiries. Each Severity tier has a targeted response and resolution time. • SEVERITY 1 – The targeted response time for a Severity 1 tier issue is less than one hour, and the targeted resolution time is less than 24 hours. • SEVERITY 2 – The targeted response time for a Severity 2 tier issue is less than 12 business hours, and the targeted resolution time is less than two weeks. • SEVERITY 3 –The targeted response time for a Severity 3 tier issue is approximately one business day, and the targeted resolution time is a mutually agreed-upon timeframe between Axon and the agency based on issue prioritization. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This helps Axon assess customer satisfaction and ensures that cases are handled in a timely manner.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is fully able and willing to provide our products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is fully able and willing to provide our products and services to 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 contract.	Axon is able to serve the entire United States and Canada through the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will service all Sourcewell participating entity sectors covered by the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements or restrictions that apply to participating entities in Alaska and US Territories. In Hawaii, please be aware that local laws and regulations require training at time of device purchase. Therefore, TASER devices must be purchased from an authorized TASER dealer or TASER trainer. Local dealers or trainers in Hawaii are listed online at https://taser.com/pages/hawaii. Whether TASER devices are legal to own or restrictions are in place is dependent on your state's local laws. Agencies can check state requirements for TASERs at https://taser.com/pages/state-requirements. This information should not be construed as legal advice and is offered for information purposes only. Axon strongly recommends that you consult with the state and local laws in your state for up-to-date information regarding the legality of TASER devices in your area.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Axon promotes the use of cooperative contracts to its sales force by utilizing training, webinars, and other internal resources. Axon provides various marketing materials (i.e. product cards, program cards, and specification sheets) for customers' consideration regardless of if the agency chooses to purchase Axon products via a cooperative contract or via an agency-specific contract. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. Representative samples of marketing material are included as additional attachments with our proposal.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use technology and digital data to understand our audiences – broken out by users we have identified as well as anonymous users. The goal we're trying to achieve is converting our paid users to owned users through multiple technologies, such as retargeting, remarketing, email, social media, referral sites, search, and directory sites. We do not sell any user data to 3rd parties. By acquiring this data, we are able to find patterns and "look-a-likes" to better predict user flows and marketing efficiency.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. If awarded a Sourcewell contract, Axon would take the following steps to integrate the contract into its sales process: • Announce the award to Axon's US and Canadian sales teams • Add the contract information to Axon's Customer Relationship Management (CRM) tool, Salesforce.com, so that sales reps can easily see all pertinent data • Add information on the contract to upcoming new hire sales trainings	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Axon's e-commerce site requires an authorized login and purchase eligibility to access the system. The platform is intended to make ordering faster, easier, and more efficient. We allow authorized customers to pay by credit card or by Purchase Order when authorized by both the agency and Axon. The site also customizes product visibility, includes contracted pricing for each agency, and acts as one of our many ingestion points for orders. After an order is placed, it is processed just like any other order. As of today, the e-commerce site only supports the sale of hardware and warranties, but we are always looking to expand the number of Axon products we can support. In the next year, we hope to drastically improve our inventory, while also supporting contracts and extended warranties. Axon built our e-commerce site to provide our customers with another way to purchase hardware, and to do so quickly and efficiently. Through the e-commerce site, customers can also get answers to questions regarding RMA requests, invoice concerns, contract inquiries, product information, tax exemptions, etc., when they engage an e-commerce team member. For all inquiries outside our e-commerce team's skill set, they can ensure your questions get routed to the proper resource/contact.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	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.	Axon provides standard user training for all proposed products. These costs are included in the professional services portion of the pricing attachment, and Axon employees provide the training. FULL-SCALE DE-ESCALATION TRAINING Axon will combine the delivery of our TASER CEWs to Sourcewell entities with an increased focus on de-escalation training. Axon will work with Sourcewell entities to provide a hybrid training approach including in-person classes as desired and remote/COVID-sensitive training for officers' safety. During project deployment, our professional services team will provide step-by-step explanations and assistance for the deployment of TASER energy weapons. Our professional services team also will provide users with training documentation, including user manuals, which can be used in future training sessions. Additionally, Axon offers online training classes with follow-up onsite training sessions for	

user CEW certification and recertification.

Our training aims to provide appropriate insight, skill, and knowledge, promoting all-around safety. We will provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. With Axon's approach to training, including new content and tools, Axon will help officers reduce risk, retain information, and get hands-on experience with your devices before using them in the field.

Standard TASER energy weapon and VR training for Sourcewell entities may include, but is not limited to the following:
- TASER Operator Training (Tiers 1 -5, based on agency size)
- TASER 7 Instructor School
- TASER 7 Master Instructor School
- CEW Master Instructor School
- CEW 2 Day Product-Specific Instructor Course
- Community Engagement Training VR (based on agency size)

Training has always been a vital component in Axon's aim of increasing safety through technology. Thoughtfully designed, expert-led training programs will ensure officers are properly equipped to use TASER weapons, as well as other Axon products, safely and effectively.

With the proposed TASER training courses, Sourcewell entities can be confident in Axon's training program, which implements advanced technology to incite deeper learning.

AXON ACADEMY TRAINING
Axon Academy provides training on the use and maintenance of all TASER CEWs and Axon Evidence services. Training is geared toward the specific needs of law enforcement. CEW functions, medical issues, device maintenance and personal safety are just a few of the topics covered in the offered courses.

Through Axon Academy—our on-demand Learning Management System—Axon offers online, interactive courses to introduce TASER products and familiarize officers with the new CEW, including the science, components, and their intended use.

IN-PERSON TRAINING
Reimagined in-person training, including our TASER Master Instructor school, allows officers to build upon the knowledge and experiences imparted by online and virtual reality training programs. Axon developed a training suit and accompanying training cartridges that make it safer than ever to practice CEW deployments and encourage more hands-on preparation with the TASER before field use. *

ENHANCED VR TRAINING
Axon Virtual Reality Training can provide Sourcewell entities with a low-cost, easily-accessible training option to support your Use of Force or Crisis Intervention (CIT) training programs. Produced in collaboration with experts in crisis intervention, as well as clinicians and behavioral analysts, Axon's VR-based content is delivered in 360-video displayed on an HTC VIVE Focus Plus headset. This provides trainees with a first-person point-of-view of both a subject in crisis and a responding officer in various scenarios. While using the VR training simulator, agents/officers will have an opportunity to experience both viewpoints to better understand a situation, and then they must attempt to de-escalate the situation and reach a successful outcome.

The VIVE Focus Plus headset is an all-in-one VR headset that enables VR content to be distributed on a self-contained unit, eliminating the need to attach the headset to a PC, or place stationary trackers around a room as with other VR training solutions. Users can easily access the content my simply putting on the headset and accessing the Axon VR application. Because all the hardware and content are contained in the headset, multiple headsets can be distributed across multiple locations to streamline training across your organization.

LEARNING OBJECTIVES
By implementing Axon's training scenarios, trainees will:
- Gain a better understanding of what an individual in crisis is experiencing as law enforcement is called on the scene
- Be able to describe basic symptomology of psychiatric or developmental conditions
- Be able to identify best practices in verbal de-escalation and the use of force for individuals in crisis

AVAILABLE AND UPCOMING MODULES
Axon currently offers VR training modules that cover:
- DOMESTIC VIOLENCE – Helps officers identify if a person in the field might be a victim of domestic violence and equips them with tools to communicate more effectively
- SCHIZOPHRENIA – Provides strategies to better assist a person in the field suffering from Schizophrenia.
- AUTISM – Helps officers identify if a person in the field may have Autism and equips

		them with tools to communicate more effectively • SUICIDAL IDEATION – Helps officers respond to an individual in crisis who may be experiencing suicidal ideation • HARD OF HEARING – Helps officers identify if a person in the field has hearing loss and equips them with tools to communicate more effectively • ALZHEIMER'S/DEMENTIA – Provides strategies to better assist a person in the field who may be suffering from Alzheimer's/Dementia • PEER INTERVENTION – Helps officers determine when to intervene should a fellow deputy act inappropriately and/or deploy excessive force in the field • OFFICER POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify, mitigate, and cope with traumas they or their colleagues may encounter in the field • COMMUNITY POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify if a person they are addressing in the field is experiencing some form of PTSI An average training scenario length is 5 minutes – 15 minutes and is accessible through Axon's online learning management system, Axon Academy. As technology evolves, there are always new things to learn and new ways to learn them. We are dedicated to improving our VR-training services to best assist Sourcewell entities.	
41	Describe any technological advances that your proposed products or services offer.	As a company that strives to advance the efforts of public safety through technology whenever possible, Axon builds each product to be advanced and cutting-edge in its capabilities. The TASER energy weapon was officially introduced to law enforcement in 1998. Since then, we have been working tirelessly to further advance and refine the technology behind the lifesaving TASER energy weapon, while building a fully integrated platform of digital evidence capture and management software. Axon now represents a complete network of devices, applications, and services that leverage the latest technological innovations. Our continued dedication to the TASER energy weapon, successful endeavors into other areas of connected law enforcement technologies, and close partnerships with thousands of agencies around the globe have informed the development of the TASER 7 energy weapon —our most effective and intelligent TASER yet. Details for product technological advances are provided under the headers below. TASER 7 The TASER 7 field-tested device offers the following life-saving features that can help lead to safer outcomes: • Close-Range Optimization – 93% increased probe spread at close range, where 85% of deployments occur, according to agency reports • New Device Management Workflow – Administrators can assign devices in seconds with the Axon Device Manager application, and update firmware, upload logs and recharge the battery simply by docking it and walking • Improved Darts – TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles • Adaptive Cross-Connect – Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects. TASER X2 The TASER X2 field-tested device offers the following life-saving features that can help lead to safer outcomes: • A warning arc to prevent conflict from escalating and to reduce the risk of injury • Double-shot support in the event of a missed shot • Dual lasers to improve accuracy while aiming from varying distances • Cross-Connect technology to improve the strength of probe connections • Smart cartridge neuromuscular Incapacitation (NMI) technology to immobilize a suspect TASER X26P The TASER X26P field-tested device offers the following life-saving features that can help lead to safer outcomes: • A small and compact design that is easy to operate • A forward-facing design to make reloading easier in tense situations • Single-shot support to safely stop and detain a suspect • Neuromuscular Incapacitation (NMI) technology to immobilize a suspect AXON SIGNAL PERFORMANCE POWER MAGAZINE (SPPM) The Signal Performance Power Magazine (SPPM) is a battery accessory for TASER X2 and TASER X26P energy weapons. The TASER energy weapon battery reports to your camera when your weapon is armed so it can start recording, and logs the moment the trigger is pulled and the arc is engaged. Axon Signal technology lets officers focus on the critical situation in front of them, not on activating their camera. The SPPM allows you to automatically record events without lifting a finger, so you can	*

		focus on the situation in front of you. AXON VR In 2018, Axon began developing a VR solution, which led to the advent of our Community Engagement Training. Since then, we've partnered with more than 1,000 clients to deliver our solution as part of their training protocols. Over the past 4 years, Axon has built a team of VR-industry professionals who have worked at HTC and Microsoft, as well as various VR-focused gaming companies. Altogether, our VR team offers more than 30 years of experience working in the VR industry. As of 2021, Axon maintains a strategic partnership with HTC—who is one of the founding companies in the VR space—as an integrated solution vendor. We partner directly with the HTC engineering team to ensure seamless integration between their hardware and our software. By doing so, Axon can offer Sourcewell entities proven and reliable equipment that integrates with TASER 7 energy weapons and Axon Evidence. Whether training new recruits or veterans of the force, Sourcewell can benefit from our advanced VR technology and years of industry experience. Our latest Axon VR solution launched in Q1 2022. AVAILABLE AND UPCOMING MODULES Axon currently offers VR training modules that cover: • DOMESTIC VIOLENCE – Helps officers identify if a person in the field might be a victim of domestic violence and equips them with tools to communicate more effectively • SCHIZOPHRENIA – Provides strategies to better assist a person in the field suffering from Schizophrenia. • AUTISM – Helps officers identify if a person in the field may have Autism and equips them with tools to communicate more effectively • SUICIDAL IDEATION – Helps officers respond to an individual in crisis who may be experiencing suicidal ideation • HARD OF HEARING – Helps officers identify if a person in the field has hearing loss and equips them with tools to communicate more effectively • ALZHEIMER'S/DEMENTIA – Provides strategies to better assist a person in the field who may be suffering from Alzheimer's/Dementia • PEER INTERVENTION – Helps officers determine when to intervene should a fellow deputy act inappropriately and/or deploy excessive force in the field • OFFICER POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify, mitigate, and cope with traumas they or their colleagues may encounter in the field • COMMUNITY POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify if a person they are addressing in the field is experiencing some form of PTSI An average training scenario length is 5 minutes – 15 minutes and is accessible through Axon's online learning management system, Axon Academy. As technology evolves, there are always new things to learn and new ways to learn them. We are dedicated to improving our VR-training services to best assist Sourcewell entities.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Axon is continuously searching for opportunities to promote positive environmental practices that include sustainable management of materials during product procurement and end-of-life processes. We allow our vendors to manage the manufacturing of consumables to help reduce Axon's on-hand inventory, as well as the amount of expired product needing to be disposed of. When needed, Axon disposes of hazardous waste through the use of a Resource Conservation and Recovery Act (RCRA) permitted incinerator or fuel blending in RCRA permitted kilns. With these methods, Axon can reduce pollution more effectively than traditional disposal methods. Axon has also adopted the following sustainability measures: • We introduced a wire/spool recycling program related to TASER cartridges • We participate in the Travel Reduction Program sponsored by the Maricopa County Air Quality Department with the overall initiative to reduce air pollution in Maricopa County • We've set a goal to reduce employee air travel and commuting through the use of company-wide Zoom video conferencing • Axon also offers the following product end-of-life programs: • Provides customers with the ability to recycle their product batteries directly through the nationwide company, Battery Solutions, which also eliminates the need for customers to ship the batteries back to Axon for disposal • Performs an on-site shredding process of returned products not to be refurbished to ensure total breakdown and proper disposal Axon currently commits to recycling cardboard and paper and continues to research and develop initiatives to enhance our recycling programs to include metals, pallets, and plastics.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon has adopted the following sustainability measures: • We introduced a wire/spool recycling program related to TASER cartridges • We participate in the Travel Reduction Program sponsored by the Maricopa County Air Quality Department with the overall initiative to reduce air pollution in Maricopa County • We've set a goal to reduce employee air travel and commuting through the use of company-wide Zoom video conferencing TASER energy weapons are designed to have an estimated useful life of five years. Additionally, 5-10% of the plastics used in manufacturing our products are made of recycled materials. Metals (zinc, copper wire, etc.) used in manufacturing our products are recyclable in municipal recycling streams.	*
44	Describe 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 of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*
45	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?	Axon's goal is to provide Sourcewell entities with the necessary products and services to help make the most of the public safety solutions you count on every day. Axon has been the sole developer of TASER energy weapons for nearly three decades. During this time, we have acquired hundreds of patents and heavily invested in research and development (R&D). With hundreds of R&D employees committed to improving our technology, we are confident we've created an effective and durable less-than-lethal option Sourcewell entities can rely on. Axon has deployed hundreds of thousands of TASER energy weapons all over the world—including in all 50 US states, Canada, and more than 10 other countries. TASER energy weapons have been the focus of more than 800 studies—making them the most studied on the market. The conclusions of these studies are clear: public safety agencies and communities benefit from the adoption of TASER devices. Researchers have confirmed that our devices: • Provide life-saving value during use-of-force interactions • De-escalate intense situations and reduce injury • Help reduce the risk of litigation and reduce workers' compensation claims For Sourcewell's convenience and further review, we have included our TASER Energy Weapon Research Index as an additional attachment which provides reference to the hundreds of TASER energy weapon studies that detail the safety and efficacy of these devices. SELECTED TASER STUDIES WAKE FOREST A US DOJ funded study by the Wake Forest University Baptist Medical Center study concluded that 99.75% of 1,201 field uses of TASER weapons in a wide range of drug and alcohol influences, ages, and race resulted in no significant injuries, demonstrating that the TASER device is the safest intermediate use-of-force option for police. HOUSTON STUDY In a longitudinal study, the Houston Police Department saw TASER devices help decrease workers' comp claims by 93%. Deploying alternative means of force has also shown to reduce suspect injuries by as much as 60%. US DEPARTMENT OF JUSTICE In a 5-year TASER safety study by the US Department of Justice, an expert panel of medical professionals concludes that the use of conducted energy devices by police officers on healthy adults does not present a high risk of death or serious injury. In comparing records 24,000+ use of force conflicts from 12 different agencies, a separate DOJ study found the risk of injury to suspects apprehended with TASER brand weapons typically fell more than 60% compared to the risk to suspects who were arrested without the devices, when all other conditions were similar. MACDONALD, ET AL. IN AMERICAN JOURNAL OF PUBLIC HEALTH In a peer-reviewed study, published in the American Journal of Public Health, MacDonald, Kaminski, and Smith examine less-lethal weapons including CEWs. Analyzing data from 12 police departments across 24,380 use-of-force cases involving injury to officers or civilians, this study found that "odds of injury to civilians and officers were significantly lower when police used CED weapons." Overall, the study concluded that when law enforcement agencies responsibly employ less-lethal weapons instead of physical force, injuries can be dramatically reduced.	*

		FERDIK, ET AL. IN POLICE QUARTERLY Using data from a representative sample of American law enforcement agencies, this independent study in Police Quarterly shows "that less restrictive CED policies are associated with increased CED usage and fewer fatal shootings by police." The results show that agencies policies which allowed wider use of CEDs, were "substantially and significantly associated with decreases in the number of fatal police shootings." POLICE EXECUTIVE RESEARCH FOUNDATION A Police Executive Research Foundation study found that CEWs led to fewer officer injuries and fewer suspect injuries. Use of TASER CEWs was associated with a 76% reduction in the chances of an officer being injured compared to agencies that do not use CEWs, and the odds of a suspect being injured were reduced by more than 40% in TASER CEW agencies compared to non-CEW agencies. THE AMERICAN MEDICAL ASSOCIATION The American Medical Association assessed that TASER devices are a "safe and effective tool" and "can save lives during interventions" when used appropriately. AXON VR EXPERIENCE In 2018, Axon began developing a VR solution, which led to the advent of our Community Engagement Training. Since then, we've partnered with more than 1,000 clients to deliver our solution as part of their training protocols. Over the past 4 years, Axon has built a team of VR-industry professionals who have worked at HTC and Microsoft, as well as various VR-focused gaming companies. Altogether, our VR team offers more than 30 years of experience working in the VR industry. As of 2021, Axon maintains a strategic partnership with HTC—who is one of the founding companies in the VR space—as an integrated solution vendor. We partner directly with the HTC engineering team to ensure seamless integration between their hardware and our software. By doing so, Axon can offer Sourcewell entities proven and reliable equipment that integrates with TASER 7 energy weapons and Axon Evidence. Whether training new recruits or veterans of the force, Sourcewell can benefit from our advanced VR technology and years of industry experience. Our latest Axon VR solution launched in Q1 2022. VALUE OF THE AXON ECOSYSTEM We've long made the priorities of law enforcement our own, and your challenges ours to solve. When you partner with Axon, you're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer Sourcewell entities the solutions needed to help make the world a safer place. By leveraging the Axon Ecosystem made up of connected devices and apps including TASER energy weapons and VR, Sourcewell entities can better position themselves to keep their officers and communities safe.	

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA) uploaded with our response. For some solutions we are authorized resellers of hardware. Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty terms, which have been included in the uploaded MSPA.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties do not cover the expense of technicians' travel time and mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon can provide a certified technician to perform warranty repairs for any geographic regions of the United States or Canada as applicable. Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot these devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges. Please see the uploaded MSPA for full details. The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the attached MSPA for full service contract options for the proposed items.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30. For accepted payment methods, Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not offer leasing or financing options. Alternatively, Axon offers a provision in its MSPA which allows for cancellation by the agency if sufficient funds are not appropriated.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response.	*
56	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?	Axon can process via P-card if necessary but prefers ACH payments whenever possible. There is not an additional cost to Sourcewell participating entities for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	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.	Axon is proposing a Product-Category Volume-Based Discount model for Sourcewell participating entities. The discount increases as the order quantity increases. Please see question #58 and the document in the pricing materials section for full details.	*
58	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.	Axon is proposing the following discount model based on order quantity. This discount model applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Axon is proposing the following discount schedule based on order quantity. • Quantity: 1 • Customer Discount % off MSRP: 0.00% • Quantity: 2-99 • Customer Discount % off MSRP: 1.00% • Quantity: 100-249 • Customer Discount % off MSRP: 3.00% • Quantity: 250-499 • Customer Discount % off MSRP: 5.00% • Quantity: 500-999 • Customer Discount % off MSRP: 7.00% • Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	Axon is proposing the following discount schedule based on order quantity. • Quantity: 1 • Customer Discount % off MSRP: 0.00% • Quantity: 2-99 • Customer Discount % off MSRP: 1.00% • Quantity: 100-249 • Customer Discount % off MSRP: 3.00% • Quantity: 250-499 • Customer Discount % off MSRP: 5.00% • Quantity: 500-999 • Customer Discount % off MSRP: 7.00% • Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. 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.	Axon sells at the sourced party’s MSRP. Discounts may be applied in certain situations on sourced items, on a case-by-case basis.	*
61	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.	Axon has included all available installation and training options in our pricing. Our sales representatives can discuss options with each participating entity during the ordering process. We encourage agencies to take advantage of our experienced Professional Services team for installation and training, but it is not mandatory. We offer several options at different price points for agencies at various budgets.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery are included in the costs for Alaska, Hawaii, Canada, and offshore delivery to US territories. Please note that all taxes, duties, and customs, where applicable, are the responsibilities of the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping through FedEx upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce.com as its CRM tool and Microsoft Dynamics AX as its enterprise resource-planning tool. When a sales representative provides a customer a quote utilizing the cooperative, the sales representative will select the cooperative contract within Salesforce.com. At the end of the quarter, our Sales Operations team runs a report in Salesforce.com to see all deals that closed the previous quarter for each cooperative that requires reporting. Because a sale could be closed in Salesforce but not actually shipped or invoiced for, we then run that information in Microsoft AX. Microsoft AX allows us to see if the ship date occurred within the reporting quarter and the amount that we invoiced to the customer. Once we have all pertinent data, we put it into an Excel spreadsheet to guide us in reporting the cooperative sales data.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The length of time it takes to update the contract after new products/services are announced by Axon	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon will pay 2% on the initial shipment or 1% on a multi-year sale.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Axon is offering a number of products that will fit the needs of Sourcewell participating entities. We have described our various offerings under the headers below and provided product cards and specification sheets as separate attachments for additional details. TASER 7 The TASER 7 energy weapon is a firmware upgradable, 2-shot weapon with an estimated useful life of five years. The TASER 7 energy weapon is manufactured by Axon Enterprise, Inc. (Axon) exclusively. The TASER 7 energy weapon uses two replaceable TASER 7 energy weapon Cartridges (cartridges) containing compressed nitrogen to deploy two small probes that attach to the weapon by insulated conductive wires. The weapon transmits electrical pulses along the wires and into the body. These pulses are designed to affect the sensory and motor functions of the peripheral nervous system and cause involuntary muscle contractions, or Nero Muscular Incapacitation (NMI). It also is possible to produce a Warning Arc display or drive-stun without deploying any of the cartridges loaded in the energy weapon. The TASER 7 energy weapon has an internal memory that stores the operating firmware and a record of every deployment. The TASER 7 energy weapon's log can be uploaded to Axon Evidence for review and storage to ensure proper operation and use of the TASER energy weapons. CONFIDENCE IN THE FIELD The advanced performance of TASER 7 energy weapon leads to greater confidence in the field and provides Sourcewell with the most effective TASER weapon ever. Enhanced connection to the Axon network unlocks streamlined workflows, and it's all backed by groundbreaking training that helps show your commitment to your community. KEY FEATURES • Close-Range Optimization – 93% increased probe spread at close range,	

where 85% of deployments occur, according to agency reports
• New Device Management Workflow – Administrators can assign devices in seconds with the Axon Device Manager application, and update firmware, upload logs and recharge the battery simply by docking it and walking
• Improved Darts – TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles
• Adaptive Cross-Connect – Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects.

KEY SPECIFICATIONS
• Weather Resistant – IP53 Ingress Protection MIL-STD-810G Test Method 510.6 (sand and dust), Method 506.6 (rain) IEC 60529
• Housing – High Impact Polymer
• Operating Temperature – - 4 °F to 122 °F [-20° C to 50° C]
• Drop Test – 4 Feet
• Humidity – 95% Relative, Non-condensing
• Top Laser – High-Visibility Green Class 2
• Bottom Laser – Red Class 2
• Illumination – 210 Lumen Light Emitting Diode (LED)
• Warranty – 1 year from
date of receipt
• Service Life – 5 Years (Recommended)

RAPID ARC TECHNOLOGY
New rapid arc technology outperforms all previous TASER energy weapons—even in instances of narrow probe spreads—and adaptive cross-connect helps enable full incapacitation even at close range. Spiral darts fly straighter and faster toward a daylight green laser with nearly double the kinetic energy to compress loose hanging clothing.

CONNECT TO SAVE TIME
TASER 7 energy weapon is the first TASER energy weapon to be wirelessly connected to the Axon network. This lets you unlock new benefits like easier inventory management and firmware updates, all without needing the cable required for previous TASER energy weapons. You can recharge batteries via docking and walking and even assign weapons and accessories in seconds with the Axon Device Manager mobile application.

BETTER TOGETHER: OFFICER SAFETY PLAN 7+
Keep your communities safe and save critical budget by bundling our products and services. Officer Safety Plan 7+ (OSP7+) provides your agency with next-generation devices and software, delivering seamless integration, budget predictability, and automatic upgrades. By investing in an OSP, Sourcewell can create process efficiencies by having your devices and evidence management tools working together on the same network.

TASER X2
The TASER X2 offers double-shot technology that features a backup shot and warning arc to increase voluntary surrenders. We've built the TASER X2 to give officers a less-lethal option to resolve high-conflict situations while limiting harm to themselves and citizens.

KEY FEATURES
This field-tested device offers the following life-saving features that can help lead to safer outcomes:
• A warning arc to prevent conflict from escalating and to reduce the risk of injury
• Double-shot support in the event of a missed shot
• Dual lasers to improve accuracy while aiming from varying distances
• Cross-Connect technology to improve the strength of probe connections
• Smart cartridge neuromuscular Incapacitation (NMI) technology to immobilize a suspect

KEY SPECIFICATIONS
• Weather Resistance – IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)
• Housing – High-impact polymer
• Power Activation – Ambidextrous safety switch
• Operating Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
• Storage Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
• Drop Test – 4 feet
• Humidity – 80% non-condensing
• Warranty – 1 year from date of receipt

TASER X26P

The TASER X26P is our smallest and most compact energy weapon. The TASER X26P gives officers the space and time needed to reach peaceful outcomes. More than that, using a non-lethal method of resolving conflict helps build trust amongst the communities you serve.

KEY FEATURES *
- Compact Design
- Easier Reload
- Trilogy Logs
- All Digital Platform

KEY SPECIFICATIONS
- Weather Resistance – IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)
- Housing – High-impact polymer
- Power Activation – Ambidextrous safety switch
- Operating Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Storage Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Drop Test – 4 Feet
- Humidity – 80% non-condensing
- Warranty – 1 year from date of receipt

AXON SIGNAL PERFORMANCE POWER MAGAZINE (SPPM)
- Axon SPPM is a separate battery pack for the TASER X2 and X26P conducted electrical weapons for automatic activation of Axon cameras.
- Shifting the safety switch on the X2 or X26P from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.
- The TASER 7 energy weapon automatically includes built-in Axon Signal functionality and does not require SPPM.

AXON VR
When taking on the challenge of designing a comprehensive VR solution, Axon focused on creating lifelike environments that could be accessed from almost anywhere. With an advanced HTC headset that tracks physical movement, agencies can scale training sessions to fit almost any space. Gone are the days of installing expensive stationary equipment or overburdening trainees with unnecessary accessories. Axon has built a VR training system that is extremely adaptable, not only to physical environments but to the needs of your agency.

Axon VR is comprised of the following components:
- HTC Headset with Simulator and Community Engagement Training Modules
- Glock 17 Training Handle
- TASER 7 Training Handle, Battery Pack, and Dock
- TASER 7 VR Standoff and Close-Quarters Cartridges
- Samsung S7+ Tablet
- Hand-Motion Tracking Bracelet

SIMULATOR TRAINING
Axon's Simulator Training places trainees in a responding deputy's shoes and provides full autonomy within an environment. The trainee can then talk with, interact with, and move about the virtual environment with very few limitations. During a training session, trainees will handle a variety of VR controllers—such as a TASER 7 energy weapon or Glock 17—to practice and train with. Handling these different controllers while in the simulation can help improve muscle memory and instill a familiarity with weapons and devices in tense situations.

Additionally, training facilitators can interact with the trainee in real-time by controlling the actions and responses of simulated characters with a handheld tablet connected to the HTC headset via Wi-Fi. A cloud server processes the interactions, allowing the trainer and trainee to interact together—even if the two are separated.

In the future, our solution will allow trainers to embody and act as one of the other scenario participants, which can introduce erratic behavior or behavior that can incite a crowd, thus exposing a trainee to unpredictable actions.

Different scenario variables—such as the type of situation being responding to and/or the particular trainee weapon being drawn—can be adjusted at the start of every session. Once a session is complete, an after-action report is generated and allows a trainer to grade a trainee on their performance.

In the future, trainers will be able to fully create environments and scenarios from scratch using a custom scenario editor. These scenarios will use virtual subjects meaning no actors are needed, which can help maintain a higher level of consistency in a training environment.

		Our simulator solution was purposefully designed to be easily deployable, without the need for live actors or role-playing. Because the solution uses the advanced VR headset and bracelet for movement tracking, no additional room calibration or sensors are necessary. COMMUNITY ENGAGEMENT TRAINING Our Community Engagement Training focuses on providing key situational learning objectives and de-escalation tactics when encountering a wide variety of scenarios. These trainings are delivered in 360-degree videos with branching narratives, meaning that trainees can select different tactics and responses at key decision points throughout the narrative. This allows trainees to see the steps they can take to de-escalate a scene. Topics range from mental health calls such as Schizophrenic or Suicidal individuals to unique populations such as Hard of Hearing or Autistic individuals to internal challenges within an agency such as Peer Intervention or Officer Suicide. Trainees will have an opportunity to experience both viewpoints to better understand a situation, and then attempt to de-escalate the situation to reach a successful outcome. LEARNING OBJECTIVES By implementing Axon's Community Engagement Training, trainees will gain a better understanding of what an individual in crisis is experiencing as law enforcement is called on the scene. Additionally, they will be able to describe the basic symptomology of psychiatric or developmental conditions, as well as identify best practices when conducting verbal de-escalations or determining use of force on individuals in crisis. Furthermore, optional online courses are available in Axon Academy that accompany each training topic, so trainees can learn more about the specific conditions, illnesses, or community groups they may encounter. REALISTIC AND IMMERSIVE SCENARIOS Axon utilizes VR headsets to provide trainees with an accurate first-person perspective of an individual in a state of crisis that otherwise could not be experienced. Given that VR has been shown to have higher rates of memory retention than traditional educational tools, these trainings will increase a trainee's application of learned soft skills in difficult, high-stakes situations. EFFECTIVE TRAINING Axon has worked with experts in crisis intervention and mental health to develop a truly informative and empathetic experience for subjects undergoing symptoms of Schizophrenia, Autism Spectrum Disorder, and Suicidal Ideations. By using Axon's VR modules to better understand the symptoms and stressors of a variety of mental health disorders, trainees will have the knowledge to confidently interact with individuals experiencing conditions that would prohibit them from complying with a deputy's verbal commands.	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our included pricing is split into the following subcategories for US pricing and for Canadian pricing: • TASER 7 Hardware and Accessories • TASER X2 Hardware and Accessories • TASER X26P Hardware and Accessories • Axon Virtual Reality (VR) Software, Hardware, and Accessories • Professional Services – TASERs • Professional Services – Axon VR • Warranties – TASERs • Warranties – Avon VR • Miscellaneous TASER Hardware and Accessories • TASER Bundles	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Devices and tools which deliver a high voltage, low amperage electrical charge, via probes ejected from the device or the device itself, which is designed to be less lethal and incapacitate a subject for the purposes of law enforcement taking the subject into custody or controlling the subject;	(•) Yes ( ) No	The proposed TASER 7, TASER X2, and TASER X26P devices and tools have been designed to deliver a high voltage, low amperage electrical charge, via probes ejected from the device or the device itself, which is designed to be less lethal and incapacitate a subject for the purposes of law enforcement taking the subject into custody or controlling the subject.	*
72	Parts and accessories, including belts, holsters, pouches, batteries, replacement cartridges, designed for duty deployment of the above devices described in Line 71 above, along with systems and applications which assist in managing, maintaining, and recovering data from the device;	(•) Yes ( ) No	The proposed TASER accessories include belt loops/clips, holsters, batteries, and replacement cartridges designed for duty deployment with those devices described in line 71 above. Additionally, Axon has proposed the necessary Axon systems and applications which assist in managing, maintaining, and recovering data from the TASER devices.	*
73	Related services, including maintenance, repair, training, service, and maintenance agreements.	(•) Yes ( ) No	Axon has proposed the associated installation and training services for the TASER items listed in questions 71 and 72 in our pricing. Please refer to the attached MSPA for details on maintenance and repair terms and conditions.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
74	Do your products have any state or federal authorizations for use?	Yes, whether TASER devices are legal to own or restrictions are in place is dependent on your state's local laws. Agencies can check state requirements for TASERs at https://taser.com/pages/state-requirements. This information should not be construed as legal advice and is offered for information purposes only. Axon strongly recommends that you consult with the state and local laws in your state for up-to-date information regarding the legality of TASER devices in your area.	*
75	Do your products meet any nationally recognized law enforcement standards (e.g. Department of Justice – DOJ or National Institute of Justice – NIJ) or security standards (e.g. Criminal Justice Information Services – CJIS)?	Yes, the proposed Axon products meet nationally recognized law enforcement standards for the DOJ and NIJ and security standards for CJIS.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 - Sourcewell Co-op CEW Pricing_9.26.22.pdf - Monday September 26, 2022 22:59:44
- Financial Strength and Stability - Financial Strength and Stability Attachments.zip - Monday September 26, 2022 23:08:27
- Marketing Plan/Samples - Marketing Plan Sample Documents.zip - Monday September 26, 2022 23:07:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Sample Transaction Doc_COOP_Sourcewell CEW_MSPA.pdf - Monday September 26, 2022 23:10:56
- Upload Additional Document - Additional Attachments.zip - Monday September 26, 2022 23:13:32

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. 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 or the Canadian 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. - Robert E. Driscoll, Jr., VP, Associate General Counsel and Assistant Corporate Secretary, Axon Enterprise, Inc.

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 contractual obligations contemplated in the bid.

○ **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_2_ Conducted_Energy_Weapons_RFP_092722 Mon September 19 2022 04:33 PM	☑	1
Addendum_1_ Conducted_Energy_Weapons_RFP_092722 Wed August 17 2022 03:13 PM	☑	1

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing the Increase of Sworn Police Officers from 57 to 59 Officers for the Village of Niles

Meeting Date: 06/25/2024	Item Number **10.j**
Requested By: Police Department	Action Requested: Resolution
Prepared By: Alexandra David, Exec. Asst. to Police Chief	Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Plan

ATTACHMENTS:
2024-06-25 Board Memo Resolution Authorizing the Increase of Sworn Police Officers to 59 Officers.docx
Resolution 2024-xxR Authorizing the Increase of Sworn Police Officers from 57 to 59 Officers for the Village of NilesÂ .docx
GAM COPS Grant.pdf

MOTION

I move for Board Approval of a Resolution Authorizing the Increase of Sworn Police Officers from 57 to 59 Officers Resolution Authorizing the Increase of Sworn Police Officers from 57 to 59 Officers for the Village of Niles.

REASON FOR REQUEST / BACKGROUND

The Niles Police Department has been diligently serving our community, and as a proactive measure to ensure the safety and well-being of our residents, the department applied for and was awarded the COPS grant. This grant, which has been accepted by the Niles Police Department, allows for the recruitment and hiring of two (2) additional police officers, equaling 59 full-time sworn police officers. The decision to enhance our police force aligns

with the growing needs of our community, particularly with the anticipated rise in residents due to new developments in Niles over the next couple of years.

Will this action involve an expenditure of funds?	Yes	
If yes, is this a budgeted item?	Yes	
Impact on future budget(s)	Yes	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	FY25, FY26, FY27, FY28	
Grant Funded Project	Yes	
Grant Source	2023 COPS Grant	
ORG#	Total Amount for Approval	$1,712,662
ACCT#	Budget Amount	
	Line Item Budget Amount	
	Variance	

Board agenda Memorandum

BOARD MEETING DATE: June 25, 2024

TO: Mayor and Board of Trustees

FROM: Chief of Police, Luis C. Tigera

DEPARTMENT: Police

STRATEGIC PRIORITY: Financial Stability and Transparency

APPLICABLE PLAN: Explore strategies to be a competitive employer and enhance the workplace environment

PURPOSE AND ACTION REQUESTED:
I move for Board Approval of a Resolution Authorizing the Increase of Sworn Police Officers from 57 to 59 Officers.

BACKGROUND:
The Niles Police Department has been diligently serving our community, and as a proactive measure to ensure the safety and well-being of our residents, the department applied for and was awarded the COPS grant. This grant, which has been accepted by the Niles Police Department, allows for the recruitment and hiring of two additional police officers, equaling 59 full-time sworn police officers. The decision to enhance our police force aligns with the growing needs of our community, particularly with the anticipated rise in residents due to new developments in Niles over the next couple of years.

DISCUSSION/HISTORY:
The increase in police staff to 59 officers is a strategic move to address the evolving challenges and demands of our community. With the new officers, the Niles Police Department aims to bolster its capabilities in providing effective law enforcement services. One key area of focus is the expansion and improvement of our community engagement Neighborhood Police Officer Program. The additional manpower will enable us to strengthen community relationships, foster trust, and enhance overall public safety.

BUDGET: $1,712,662 over the next 3.5 years ($489,332 each year)

RECOMMENDATION:
The Police Department recommends the approval of the proposed increase staff to 59 officers. This expansion is crucial for adapting to the growth in our community and ensuring that our police force remains well-equipped to meet the evolving needs of our residents. The utilization of the COPS grant to hire two (2) additional officers reflects a responsible and strategic approach to enhancing public safety. Moreover, the augmentation of our police force will significantly contribute to the success and effectiveness of the community engagement Neighborhood Police Officer Program.

RESOLUTION 2024-xxR

RESOLUTION AUTHORIZING THE INCREASE OF SWORN POLICE OFFICERS FROM 57 TO 59 OFFICERS FOR THE VILLAGE OF NILES

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Niles Police Department has been diligently serving our community, and as a proactive measure to ensure the safety and well-being of our residents, the department applied for and was awarded the COPS grant; and

WHEREAS, this grant, which has been accepted by the Niles Police Department, allows for the recruitment and hiring of two (2) additional police officers, equaling 59 full-time sworn police officers; and

WHEREAS, the decision to enhance our police force aligns with the growing needs of our community, particularly with the anticipated rise in residents due to new developments in Niles over the next couple of years; and

WHEREAS, the President and the Board of Trustees of the Village of Niles, determined it is in the best interest of the Village to increase the number of sworn police officers for the Village of Niles from 57 to 59.

NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The number of sworn police officers for the Village of Niles Police Department is increased from 57 to 59.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 4: That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 5: That any section or provision of this Resolution that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June, 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Grant Award Modification GAM-587235
(15JCOPS-23-GG-04764-UHPX) RESOLVED-COMPLETED
Awarded Entity Legal Name (VILLAGE OF NILES) Doing Business As: ( )
Current Entity Legal Name (VILLAGE OF NILES) Doing Business As: ( )

GAM Information

Funded Award Details

Solicitation Title:	FY23 COPS Hiring Program	Solicitation Category	N/A
Project Title:	FY23 COPS Hiring Program (CHP)	Federal Award Amount:	$875,000.00
Project Period:	10/1/23 - 9/30/28	Funding Instrument Type:	Grant
Managing Office:	COPS	UEI	E8H3TENBTB48
DOJ Grant Manager:	MONIQUE BOLTON	COPS ORI:	——
Grant Award Administrator:	Kelly Eckardt	TIN:	366006016
FAW Case ID:	FAW-180783		

Budget Reduction

Budget Detail and Summary Modification

Project Budget Summary

Budget Category	Approved Budget	Requested Budget Changes	Revised Budget	Percentage
Sworn Officer Positions:	$1,712,662	-$1,223,330	$489,332	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$0	$0	$0	
Equipment:	$0	$0	$0	
Supplies:	$0	$0	$0	
SubAwards:	$0	$0	$0	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$0	$0	$0	
Total Direct Costs:	$1,712,662	-$1,223,330	$489,332	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$1,712,662	-$1,223,330	$489,332	
Federal Funds:	$875,000	-$625,000	$250,000	51.09%

Match Amount:	$837,662	-$598,330	$239,332	48.91%
Program Income:	$0	$0	$0	0.00%

Budget Detail Summary

	Budget Category
▼	Sworn Officer

Sworn Officer

Position Title
Sworn Officer

Position Description
Community Policing Officer

Number of Positions
2

› **Salary**

› **Fringe Benefits**

Summary Totals

	Year 1	Year 2	Year 3
Benefits per Officer	$1,090.20	$1,144.71	$1,262.04
Salary per Officer	$75,186.33	$78,945.64	$87,037.57
Total per Officer	$76,276.53	$80,090.35	$88,299.61

Total per Officer All Years

$244,666

Total Salary and Benefits

$489,332

▸	Civilian Personnel
▸	Travel
▸	Equipment
▸	Supplies

- SubAwards
- Procurement Contracts
- Other Costs
- Indirect Costs

For guidance, see Chapter 3.5 "Adjustments to Awards" and "Grant Adjustment Notice" on budget modifications. "BudgetReduction".

Justification

The Niles Police Department is respectfully requesting to reduce the budget from $875,000 for seven sworn Police Officers down to $250,000 for two sworn Police Officers. When this award was initially submitted in April 2023, sworn officers were operating under a different union contract. With the new contract, officers' salaries have increased which significantly increased the match component for this grant. Other costs, such as cost of equipment, was also underestimated for seven new officers. Because of this, we are asking to reduce the numbers of officers to two and the budget from $875,000 to $250,000.

A letter from finance is attached (labeled 2024 03-12 REVISED Letter to DOJ About COPS Grant).

Per instructions, the salary information for officers were left the same as originally submitted (although the salaries have since gone up since the submission of the original application due to a new Collective Bargaining Agreement). The fringe benefits, equipment, and other costs are also different than what was submitted, but were left as they were originally submitted. Our match amount will now be much higher than what is shown.

Budget/Financial Documentation

Additional Attachments

Name	Category	Created by	Date Added
Revised letter 4_11-24.pdf	BudgetOther	MONIQUE BOLTON	04/11/2024
2024 03-12 REVISED Letter To DOJ About COPS Grant.pdf	BudgetOther	Kelly Eckardt	03/13/2024

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing a Bid Award and Contractual Agreement with Schroeder & Schroeder, Inc. to Provide the 2024 Sidewalk, Curb & Gutter Program in the Amount of $319,822.50, as Outlined in the Capital Improvement Plan

Meeting Date: 06/25/2024	Item Number **10.k**
Requested By: Public Works	Action Requested: Resolution
Prepared By: Tim O'Brien, Interim Village Engineer	Assigned to:

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Comprehensive Plan

Link to Applicable Village Plan: Comprehensive Plan

ATTACHMENTS:

2024 Board Agenda Memorandum 06252024.docx
Resolution 2024-xxR Authorizing a Bid Award and Contractual Agreement with Schroeder Schroeder, Inc. to Provide the 2024 Sidewal.docx
2024 Schroeder & Schroeder Bid Documents.pdf
Unsigned Contract 2024 Sidewalk Curb and Gutter- Schroeder and Schroeder.pdf
5-29-24 BID MINUTES FOR 2024 SIDEWALK CURB AND GUTTER PRGM.pdf

MOTION

I move for Board Approval of a Resolution Authorizing a Bid Award and Contractual Agreement with Schroeder & Schroeder, Inc. to Provide the 2024 Sidewalk, Curb & Gutter Program in the Amount of $319,822.50, as Outlined in the Capital Improvement Plan.

REASON FOR REQUEST / BACKGROUND

Bids were received from three firms for the 2024 Sidewalk, Curb & Gutter Program. Schroeder & Schroeder, Inc. provided the lowest contract bid price of $319,822.50 and has met all bid requirements. The next lowest bidder was Everlast Blacktop Inc. in the amount of $396,783.

Will this action involve an expenditure of funds?	Yes

If yes, is this a budgeted item?	Yes
Impact on future budget(s)	No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	
Grant Source	

ORG#	21030	Total Amount for Approval	319,822.50
ACCT#	580110	Budget Amount	$300,000
		Line Item Budget Amount	$300,000
		Variance	$19,822.50 over budget

Board agenda Memorandum

BOARD MEETING DATE: June 25th, 2024

TO: Village President and Board of Trustees

FROM: Timothy O'Brien, Village Engineer

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Infrastructure Planning and Funding

APPLICABLE PLAN: Infrastructure Planning and Funding

PURPOSE AND ACTION REQUESTED: The purpose of this memo is to provide further explanation of the Resolution Authorizing a Contractual Agreement with Schroeder & Schroeder, Inc. to construct the 2024 Sidewalk, Curb & Gutter Program in the Amount of $319,822.50.

The action requested is approval of the Contract.

BACKGROUND:

Bids were received and opened on May 29, 2024, from three bidders for the 2024 Sidewalk, Curb & Gutter Program. Schroeder & Schroeder, Inc. provided the lowest bid of $319,822.50 and has met all bid requirements. The Engineer's Estimate was $300,000.75 for the bid. The contract is 19,852.75 over budget. The concrete program is on an as-needed basis from watermain breaks, basin repairs and resident requests. If possible, the Engineering Department will manage the program to maintain the original budget.

BUDGET: The contract is $19,822.50 over budget. If possible, the Engineering Department will manage the program to maintain the original budget.

RECOMMENDATION: Staff recommends approval of the contract.

RESOLUTION 2024-xxR

RESOLUTION AUTHORIZING A BID AWARD AND CONTRACTUAL AGREEMENT WITH SCHROEDER & SCHROEDER, INC. TO PROVIDE THE 2024 SIDEWALK, CURB & GUTTER PROGRAM IN THE AMOUNT OF $319,822.50, AS OUTLINED IN THE CAPITAL IMPROVEMENT PLAN

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Village has a 2024 Sidewalk, Curb & Gutter Program ("Project"); and

WHEREAS, Schroeder & Schroeder, Inc. ("Schroeder") was the lowest responsible bidder on the Project; and

WHEREAS, Schroeder agrees complete the Project for the Amount of $319,822.50 and under the terms and conditions set forth in the attached Contract ("Contract"); and

WHEREAS, Schroeder agrees to provide the services under the terms and conditions set forth in the attached Contract; and

WHEREAS, the Village of Niles deems it in its best interests to enter into the Contract and proceed with the purchase as contemplated, see attached Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the following:

SECTION 1: The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees.

SECTION 2: The Contract between the Village and Schroeder & Schroeder, Inc. is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, to execute the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Agreement. The Village Clerk shall attest, on behalf of the

Village, the Contract upon receipt of at least one original copy of the Contract executed by Schroeder & Schroeder, Inc. .

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June, 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Purchasing Division
1000 Civic Center Drive
Niles, IL 60714
(847) 588-8000

SPECIFICATIONS AND INVITATION TO BID

2024 SIDWALK, CURB & GUTTER PROGRAM

Company Name: Schroeder & Schroeder, Inc.

Address: 7306 Central Park

City: Skokie State: IL Zip 60076

Area Code/Phone: 847-933-0526 Email: mary@schroederconcrete.net

Contact(s) Mary Brount / Andrew Joiner

Signature: Mary Brount Date: 5/29/20024

Date of Completion: TBD

Bid Deposit: 5% Electronic Bid Bond

Performance Bond: 100% Performance Bond or Certified or Cashier's Check

MUST COMPLY WITH AMENDED ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/.01 et seq.

MUST COMPLY WITH EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT, 30 ILCS 570/0.01 et seq.

Published: Wednesday, May 15, 2024

Date/Time of Bid Closing: Wednesday, May 29, 2024 - 12:00 Noon

Date/Time of Bid Opening: Wednesday, May 29, 2024 - 3:00 P.M.

Date/Time of Bid Award: Tuesday, June 25, 2024 - 8-9:30 P.M.

Bid Prices and Conditions Must Be Guaranteed for 90 Days.

Note: A) All inquiries are to be made in writing and directed to Susan Bus, the Village Purchasing Manager at slb@vniles.com (5) five days prior to Bid Opening to allow sufficient time for a written response.

B) All pages of the Front End Documents and all other required documents by the contractor, such as figures, signatures, references, bid bond, etc., must be filled in for consideration in this bid. THESE ARE IMPORTANT PARTS OF THE BID PROPOSAL. FAILURE TO COMPLY MAY BE CAUSE FOR BID REJECTION.



CHECK LIST

DOCUMENTS REQUIRED FOR BID TO BE RESPONSIVE

- **Electronic Bid Bond for Deposit**
- **Must submit Unit Pricing on the Online Bid Form**
- **Village of Niles Front End Documents - Pages 1-27**

VILLAGE OF NILES
PURCHASING DIVISION
1000 Civic Center Drive
NILES, ILLINOIS 60714
(847) 588-8000

LEGAL NOTICE

The Village of Niles will be accepting proposals for the:

2024 SIDEWALK, CURB & GUTTER PROGRAM

Specifications, general Information and proposal forms are available at QuestCDN via www.questcdn.com. Documents for Project 9105699 will be available on May 15, 2024, and can be viewed at no charge, downloaded for a $22.00 fee and a $42.00 fee to submit your proposal online via QuestCDN.

MUST COMPLY WITH AMENDED ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/.01 et seq.

MUST COMPLY WITH EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT, 30 ILCS 570/0.01 et seq.

Only Electronic proposals will be accepted until 12:00 Noon, Wednesday, May 29, 2024, via QuestCDN.

Proposals will be electronically opened in person at 3:00 P.M., Wednesday, May 29, 2024 at the Village of Niles Administration Building, 1000 Civic Center Drive, Niles, Illinois 60714. Contract will be awarded at the Village of Niles Board Meeting on Tuesday, June 25, 2024.

Nothing herein is intended to exclude any responsible firm, or in any way restrain, or restrict competition. All responsible and eligible firms are encouraged to submit proposals. The Village reserves the right to accept or reject any or all proposals, to waive informalities or technicalities in any proposal, and to accept the proposal which it deems to be in the best interests of the Village.

VILLAGE OF NILES

PROPOSAL

The undersigned having become familiar with the local conditions affecting the cost of the **2024 Sidewalk, Curb and Gutter Program** for the Village of Niles, Illinois, and with all the Contract Documents including the Legal Advertisement, Specifications and Conditions and the Proposal, hereby proposes to provide the price of:

Three hundred nineteen thousand eight hundred twenty-two and 50/100 in accordance with all provisions of the Contract Documents.

1. In submitting this bid, it is understood that the right is reserved by the Village of Niles, Illinois, to reject any and all bids for any reasons in the best interest of the Village. The undersigned proposes and agrees to execute and deliver the contract in the prescribed form.

2. Security in the sum of 5% Bid Bond Dollars ($_____) in the form of a Bid Bond Is submitted herewith in accordance with the Bid Specifications and Contract Document.

3. The Bidder agrees to sign and notarize a Non-Collusion Affidavit and to submit same with bid.

4. Scheduled Date of Completion TBD

A. If the Bidder is a Corporation, use this signature block:

Schroeder & Schroeder, Inc.

a Corporation, organized and existing under the laws of the State of Illinois

By: _____
Title President

Attest: _____
Secretary (SEAL)

B. If the business is a Partnership, use this signature block:

_____

a Partnership, organized and existing under the laws of the State of_____

C. If the Bidder is an Individual, use this signature block:

_____

an Individual doing business as

_____

(Note: If the Bidder is a corporation, affix corporate seal and list below the names of its President, Treasurer and General Manager if any: If a Partnership, give full names and residential addresses of all partners; and if an Individual, give residential address if different from business address.)

CORPORATION:	PARTNERSHIP:
Joseph V. Vrabel	_____
President	
Mary L. Brount	_____
Treasurer	
Mary L. Brount	_____
Secretary	
Ignacio Torres - Vice President	_____
General Manager	

INDIVIDUAL:

_____

_____

(Failure to sign or affix seal could delay the awarding of the bid.)

VILLAGE OF NILES, ILLINOIS

ANTICOLLUSION AFFIDAVIT OF COMPLIANCE

The party making the foregoing Proposal or bid, that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

SENATE BILL 2002 PURCHASING PROCEDURES - CERTIFICATE OF COMPLIANCE

Further, that he is not barred from bidding as a result of a violation of the bid rigging or bid rotating sections of Public Act 85-1295 (which emerged from Senate Bill 2002-effective 1/1/89).

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Companies doing work on State funded Public Works projects need to certify that 90% of their workers assigned to the project are Illinois residents when the unemployment rate exceeds 5%.

NON-DISCRIMINATION

Further, the undersigned, by signing and submitting this Bid, certifies that his firm does not and will not discriminate in its employment practices against persons because of their race, religion, sex, or place of national origin, and that the subcontractors will so certify in their own contracts. Contractor and subcontractors will pay prevailing wage rates and be licensed to operate in their respective trades within the Village of Niles.

SEXUAL HARASSMENT

The undersigned further acknowledges the illegality of sexual harassment and acknowledges, understands and is in compliance with Illinois Public Act 87-1257.

PATRIOT ACT:

Contract Representation and Warranty: The Parties represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

Mary L. Brount — Mary L. Brount, Secretary

Name of Bidder if Bidder is an Individual
Name of Partner if Bidder is a Partnership
Name of Officer if Bidder is a Corporation
Subscribed and sworn to me this

29th day of May, 2024.

"OFFICIAL SEAL"
JENNYFER MORALES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/1/2027

By: Jennyfer Morales

The above statements must be subscribed and sworn to before a notary public

Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

Demographic Information

Schroeder & Schroeder, Inc. — Vendor Name
5/29/2024 — Date

Is the Vendor…

1. A Women Owned Business? YES _____ NO X
2. A Veteran Owned Business? YES _____ NO X
3. A Business as defined in the Business Enterprise for Minorities, Women and Persons with Disabilities? YES _____ NO X

Does the Vendor hold any certifications for the above categories? YES _____ NO X

Is the Vendor Self-Certifying and qualifies as a small business under U.S. Small Business Administration (SBA) standards? YES _____ NO X

Name of Subcontractor: N/A

Is the Subcontractor…

1. A Women Owned Business? YES _____ NO _____
2. A Veteran Owned Business? YES _____ NO _____
3. A Business as defined in the Business Enterprise for Minorities, Women and Persons with Disabilities? YES _____ NO _____

Does the Subcontractor hold any certifications for the above categories? YES _____ NO _____

Is the Subcontractor Self-Certifying and qualifies as a small business under U.S. Small Business Administration (SBA) standards? YES _____ NO _____

Additional sheets must be submitted for each additional subcontractor.

Vendor Signature Mary K. Bount

Subcontractor Signature _____

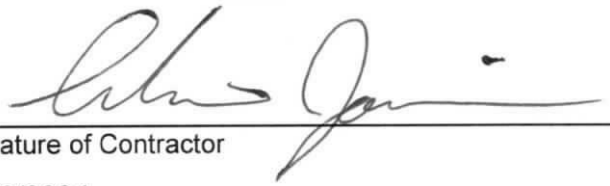
"BIDDER INSPECTION COMPLIANCE FORM"

This to certify that Andrew Joiner of
Individual's Name (Please print)

Schroeder & Schroeder, Inc.
Company Name (Please print)

has visited and inspected the site for this project

on N/A at N/A am/pm
Date Time



Signature of Contractor

5/29/2024
Date

Please Note:
This form must be completed for all Village work only - This does not include products.
It is the Bidder's responsibility to make himself fully acquainted with the conditions of the work areas. Submission of a bid will assume that the Bidder has included all labor and material necessary in the bid price to fully complete the work. Construction operations and safety are the exclusive responsibility of the Contractor.

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

DEFINITION OF TERMS

A. Bidder – Any individual, firm or corporation, submitting a Proposal for the goods or services contemplated, acting directly or through a duly authorized representative.
B. Contractor – The Bidder awarded the Contract.
C. Proposal – The offer of a Bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
D. Proposal Guaranty – The security designated in a Proposal to be furnished by the Bidder as a guarantee that said Bidder would enter into a Contract for the acceptable performance of the work and will furnish the required Contract Bond, if the work is awarded to him.
E. Prevailing Wage – Wages as determined by Illinois Department of Labor. Conciliation and Mediation Division in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., at the time of contract execution.
F. Contract - Duly executed written agreement between the Village of Niles and the Bidder incorporating the terms and conditions of the award and the parties obligations thereunder. In the event that any terms and conditions of this document conflict with the final Contract, the terms of the Contract shall prevail.

AWARD OF CONTRACT

A contract will be awarded to that responsible Bidder whose bid, conforming to the Invitation to Bid, will be most advantageous to the Village, price and other factors considered. The Village reserves the right to accept or reject any or all Proposals, to waive informalities or technicalities in any Proposal, and to accept the Proposal which it deems to be in the best interests of the Village.

QUESTCDN

Specifications, general information and proposal forms are available at QuestCDN via www.questcdn.com. The bid documents for Project 9105699 can be viewed at no charge, downloaded for a $22.00 fee and a $42.00 fee to submit your proposal online via QuestCDN. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions and procedures.

PREPARATION OF PROPOSAL

The Contract Documents may be obtained at the Office of: QuestCDN at www.questcdn.com upon payment of $22.00 for each set. Bidders will be charged a fee of $42.00 to submit a bid electronically. The Bidder **must** submit the **Proposal electronically via QuestCDN.** All blank spaces on the Proposal form must be filled in. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or signed name of a corporation by an officer whose title shall be stated.

TAXES NOT APPLICABLE

The Village of Niles as a municipality pays neither Federal Excise Tax nor Illinois retailer's occupational tax, and therefore these taxes should be excluded from Proposals.

WITHDRAWAL OF PROPOSALS

No Bidder shall withdraw or cancel his Proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of Proposals; the successful Bidder shall not withdraw or cancel his Proposal after having been notified by the Purchasing Manager or designee that said Proposal has been accepted by the Village Board of Trustees. The Village Board of Trustees reserves the right to accept or reject any and all bids or waive technicalities, or accept any Proposal.

BID DEPOSIT

A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty five dollars ($25.00). **Such bid deposit shall be in the form of an electronic bid bond.** If a bid deposit is required, it will be indicated accordingly on the front sheet of the bid.

The Village may call in the bid bond in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his bid and according to the plans and specifications in case the contract shall be awarded to him. Bids shall be opened at the hour and place as stated in the Notice to Bidders (contained herein).

EXECUTION OF BOND
The successful Bidder, within fifteen (15) calendar days after acceptance of the Bidder's Proposal by the Village, shall furnish a satisfactory payment and performance bond for the full amount of the Contract when required under the documents.

LICENSE/REGISTRATION
The General Contractor must have a current contractor's license/registration with the Village of Niles.

PERMITS
The General Contractor must apply for a permit for the awarded project. The permit will be issued at no charge.

COMPETENCY OF BIDDER
No Proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Purchasing Manager of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and Proposals.

CATALOGS
Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

SUBLETTING OF CONTRACT
No contract awarded by the Village of Niles shall be assigned or any part sub-contracted without the written consent of the Purchasing Manager or designee. In no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.

VILLAGE ORDINANCES
The Contractor will strictly comply with all ordinances of the Village of Niles and laws of the State of Illinois.

COMPLIANCE WITH LAWS AND REGULATIONS
The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees. Contractor further agrees and shall certify to Village that Contractor is compliant with this provision.

INSPECTION
The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager or authorized representative as not in accordance with the contract specifications shall be replaced by the Contractor at no cost to the Village.

USE OF TRADE NAMES
In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish

an "equal", the proposed "equal" item must be so indicated in the written Proposal. The Village shall be the sole determiner of the equalness of the substitute offered.

DELIVERIES
All materials shipped to the Village of Niles must be shipped F.O.B. Niles, Illinois.

INTERPRETATION OF CONTRACT DOCUMENTS
Any Bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may request an interpretation thereof from the Purchasing Manager. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Bidder, or in the event The Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Purchasing Manager. No oral explanations will be binding.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be emailed to all prospective Bidders that have downloaded the bid documents and posted on the Village's website. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Bidders responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

Any and all special conditions and specifications attached hereto, which vary from the general terms and conditions, shall have precedence.

HOLD HARMLESS
Bidder agrees to indemnify, save harmless and defend the Village of Niles, its agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

TERMINATION OF CONTRACT
The Village reserves the right to terminate the whole or any part of the Contract, upon written notice to the Bidder, in the event that sufficient funds to complete the contract are not appropriated by the Village of Niles. The Village further reserves the right to terminate the whole or any part of the Contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of the Contract in accordance with its terms.

In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and the fault or negligence of the Bidde

INSURANCE

A. **Worker's Compensation and Employer's Liability** with limits not less than:
   a. Worker's Compensation: Statutory;
   b. Employer's Liability: $1,000,000 injury-per occurrence
   c. To include bodily injury or disease. Such insurance shall evidence that coverage applies in the State of Illinois.

B. **Comprehensive Motor Vehicle Liability** with limits for vehicles owned, non-owned or rented not less than:
   a. Automotive Liability Combined Single Limit: $1,000,000 per accident

C. **Commercial General Liability** with coverage written on an "occurrence" as is and with limits no less than:
   a. Each Occurrence: $2,000,000, to include Insurance Services Office (ISO) Form CG 00-01
   b. General Aggregate: $3,000,000
   c. Coverage to include products and completed operations property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

D. **Professional Liability** (if Design/Build) with coverage written on an "occurrence" as is and with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

E. **Coverage's shall include:**
   a. Premises/Operations
   b. Independent Contractors
   c. Personal Injury (with Employment Exclusion deleted)
   d. Broad Form Property Damage Endorsement
   e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

F. **Umbrella Policy.** The required coverage's 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. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount $3,000,000 per occurrence or claim, which may be adjusted dependent on the scope and scale of the project.

G. **Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

   a. The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

   b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

   c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Village.

   d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

e. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Village for all work performed by the Contractor, its employees, agents and subcontractors.

f. Verification of Coverage: Contractor shall furnish the Village with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Village before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

g. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Village is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

FREEDOM OF INFORMATION ACT

Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

PREVAILING WAGE

The Contractor is required to pay wage rates in accordance with the Illinois Prevailing Wage Act (Illinois Compiled Statutes, Chapter 820, par. 130-1 to 130-12).

- **Effective August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project (*Amendment attached).**
- **The Village of Niles can withhold payment if the monthly certified payrolls have not been received.**
- **Effective January 1, 2008, Public Act 095-0635 amended the Prevailing Wage Act by requiring public works contractors, before work commences, to file with the public body, certification that they have a substance abuse program and provide drug testing.**

The Village has adopted the prevailing wages as determined by the Illinois Department of Labor for Cook County. Such prevailing wage rates establish the minimum wages, overtime rate and fringe benefits to be paid by the Contractor and any subcontractors to all laborers, workers, mechanics, and owner/operators employed under this contract. The Contractor shall post a copy of the enclosed scale of prevailing wages to be paid in a prominent and easily accessible place at the site of the work. Any revisions to the General Wage Decision prior to the date of the contract shall be in force for the duration of the contract. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing

wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. Contractor to provide the pay scale for the employees/contractors on the project.

SUBMISSION OF CERTIFIED PAYROLL

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Niles pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Contractor and each subcontractor shall ,no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

PAYROLL RECORDS

The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

To receive payment for work conducted for the Village of Niles, contractors must provide the email certification and a copy of the data (certified payroll) received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

SUBMISSION OF WAIVERS

Partial and/or Final Waivers must be attached to each pay request. <u>The Village of Niles does not allow trailing waivers.</u>

EMPLOYEE INTERVIEWS

The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

Cook County Prevailing Wage Rates posted on 4/15/2024

						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		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION ELECTRICIAN	All	BLD		48.66	58.37	1.5	1.5	2.0	2.0	13.90	14.40	1.25	1.31	0.25	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	ALL		53.80	58.37	1.5	1.5	2.0	2.0	18.65	19.55	1.25	1.81	0.60	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00

Cook County Prevailing Wage Rates posted on 4/15/2024

OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	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		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		51.15	55.24	1.5	1.5	2.0	2.0	14.18	28.45	0.00	1.05	0.00	0.00	0.00

Cook County Prevailing Wage Rates posted on 4/15/2024

SIGN HANGER	All	BLD		35.72	38.58	1.5	1.5	2.0	2.0	7.15	4.60	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
SURVEY WORKER	All	BLD		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
SURVEY WORKER	All	HWY		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	41.75	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	42.00	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	42.20	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	42.40	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	42.18	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	42.33	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	42.53	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	42.73	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	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.

Explanations COOK 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.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

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.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

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.

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.

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 - EAST & WEST

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 80 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.

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".

2005 Prevailing Wage Act Changes

Certified Payroll Requirements (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, 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 the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works 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. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased Penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1,2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1,2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of $5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

QUALIFICATIONS:

List firms or organizations for whom you have done similar work

Please list recent references:

1. See Attached
Name of Firm

Person to contact - Title Phone No.

2.
Name of Firm

Person to contact - Title Phone No.

3.
Name of Firm

Person to contact - Title Phone No.

This page must be completed in order for your bid to be considered.

Schroeder & Schroeder Inc.
CONCRETE CONTRACTORS
7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076
PHONE 847-933-0526 · FAX 847-933-0528

REFERENCES (2023):

Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
Michele Zimmerman
mzimmerman@algonquin.org
(847) 658-2700
Concrete Flatwork

Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091
Dan Manis
manisd@wilmette.com
(847) 853-7602
Concrete Flatwork

Village of Schaumburg
714 S. Plum Grove Road
Schaumburg, IL 60193
Brandon Stahl
BStahl@eeiweb.com
(630) 878-2608
Concrete Flatwork

Village of Mt. Prospect
1700 W. Central Road
Mt. Prospect, IL 60056
Scott Moe
SMOE@mountprospect.org
(847) 870-5640
Concrete Flatwork

Village of Northbrook
655 Huehl Road
Northbrook, IL 60062
Jim Huff
James.huff@northbrook.il.us
(847) 272-4711
Concrete Flatwork

VILLAGE OF NILES

1. Address and description of the Bidder's place of business. If more than one place of business, list all places of business.

   7306 Central Park, Skokie, IL 60076

2. The number of years engaged in the contracting business under the present firm name and the type of business entity. If a partnership, the date of the partnership's formation; if a corporation, the date of incorporation and the state where incorporated.

   53 years in business
   Incorporated 3/16/1977 in Illinois

3. A list of the property and equipment available to the Bidder to complete the work in accordance with the bidding documents.

   (5) Gradalls, (4) Semi's, (4) 6-Wheelers, (12) Skid steers

4. A financial statement of the Bidder showing that the Bidder has the financial background to meet all obligations incidental to the work. **The financial statement will be requested if the vendor is considered for this project.**

5. The Bidder's performance record, giving the description, and location of similar projects, constructed by the Bidder as the general contractor. List the name, title and phone number of the person employed by the owner to supervise such construction.

   See References

6. A list of projects under contract, the approximate contract amount, and percent of completion of each.

   See Attached BC57

7. Similar projects completed within the public sector by the Bidder.

   Same as above

8. A list of contracts which resulted in lawsuits. List name and case number of each such lawsuit and current status.

   None

9. A list of contracts defaulted, the reason for such default and, if resolved, the manner of resolution.

None

10. A statement by the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing work of like nature or magnitude.

Never filed for bankruptcy

11. A list of officers in the firm who, while in the employ of the firm or employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

None

12. The technical experience of personnel guaranteed to be employed in the responsible charge of the work, stating whether the personnel have or have not performed satisfactorily on other contracts of like nature, and magnitude or comparable difficulty at similar rate of progress.

All employees have performed satisfactorily for several years.
All supervisors/foreman have 20+ years experience.

13. Will Bidder be able to procure a performance bond for amount of contract with a surety company with an A.M.Best Company A rating? If so, what is name/address of that company?

Yes.

Ohio Farmers Insurance Company
One Park Circle
Westfield Center, OH 44251

14. Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the contract, i.e., awards received, chair of trade organizations, etc..

The object of the request for the qualification of Bidder is not to discourage bidding or make it difficult for qualified Bidders to file bids. Neither is it intended to discourage beginning contractors. It is intended to make it possible for OWNER to have exact information on financial ability, equipment and experience in order to reduce the hazards involved in awarding contract to parties who may not be qualified to perform the work as specified.

OWNER'S decision as to qualifications of the Bidders shall be final.

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of _____
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	1	2	3	4	5	
Contract Number	FOX RIVER GROVE	SCHILLER PARK	MT PROSPECT	ELMHURST	WAUKEGAN	
Contract With	BUILDERS	BROTHERS	DEVINCI	JOHNSON	SCHROEDER ASPHALT	
Estimated Completion Date	30-Jun	30-Jun	1-Jun	15-Aug	30-Jul	
Total Contract Price	$115,778.00	$990,346.00	$20,000.00	$1,196,712.00	$1,895,408.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						$ -
Uncompleted Dollar Value if Firm is the Subcontractor	$ 115,778.00	$ 990,346.00	$ 20,000.00	$1,196,712.00	$1,895,408.00	$ 4,218,244.00
			Total Value of All Work			$ 4,218,244.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$115,778.00	$990,346.00	$20,000.00	$1,196,712.00	$ 1,895,408.00	4,218,244.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) BRICK WORK						0.00
Totals	$ 115,778.00	$ 990,346.00	$ 20,000.00	$ 1,196,712.00	$ 1,895,408.00	$ 4,218,244.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

_____
Notary Public

My commission expires: _____

(Notary Seal)

Type or Print Name MARY L. BROUNT — SECRETARY
Officer or Director — Title

Signed _____

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Affidavit of Availability
For the Letting of _____
(Letting date)

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	6	7	8	9	10	
Contract Number						
Contract With	BARTLETT	EVANSTON	GLENDALE HEIGHTS	LAKE BLUFF	LAKE FOREST	
Estimated Completion Date	9-30	8/15/2024	9/30/2024	8/15/2024	8/15/2024	
Total Contract Price	$ 100,000.00	$ 300,000.00	$225,000.00	$ 60,000.00	$ 250,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$ 100,000.00	$ 300,000.00	$225,000.00	$ 60,000.00	$ 250,000.00	$ 935,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						$ 4,218,244.00
					Total Value of All Work	$ 5,153,244.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 100,000.00	$ 300,000.00	$ 225,000.00	$ 60,000.00	$ 250,000.00	$ 5,153,244.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) TAR SEAL						0.00
						0.00
						0.00
Totals	$ 100,000.00	$ 300,000.00	$ 225,000.00	$ 60,000.00	$ 250,000.00	$ 5,153,244.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

BC 57 (Rev. 08/17/10)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	6	7	8	9	10
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name MARY L. BROUNT (Officer or Director) SECRETARY (Title)

_____
Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of _____
(Letting date)

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	11	12	13	14	15	
Contract Number						
Contract With	NILES	NORTHFIELD	SCHAUMBURG 2024	SCHAUMBURG 2023	GLEN ELLYN	
Estimated Completion Date	5/1/2024	9/30/2024	11/15/2024	8/15/2024	9/30/2024	
Total Contract Price	$50,000.00	$25,000.00	$1,365,000.00	$340,000.00	$496,335.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$50,000.00	$25,000.00	$1,365,000.00	$340,000.00	$496,335.00	$ 3,211,335.00
Uncompleted Dollar Value if Firm is the Subcontractor						$ 4,218,244.00
				Total Value of All Work		$ 7,429,579.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage			20,000.00	5,000.00		25,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 50,000.00	$ 25,000.00	$ 1,330,000.00	$331,500.00	$ 496,335.00	$ 7,386,079.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)			15,000.00	3,500.00		18,500.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	$ 50,000.00	$ 25,000.00	$ 1,365,000.00	$ 340,000.00	$ 496,335.00	$ 7,429,579.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	11	12	13	14	15
Subcontractor			DEVINCI	DEVINCI	
Type of Work			SEWER	SEWER	
Subcontract Price			20,000.00	5,000.00	
Amount Uncompleted			20,000.00	5,000.00	
Subcontractor			PPM	PPM	
Type of Work			STRIPING	STRIPING	
Subcontract Price			15,000.00	3,500.00	
Amount Uncompleted			15,000.00	3,500.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	35,000.00	8,500.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name MARY L. BROUNT — Officer or Director

SECRETARY — Title

_____
Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of _____
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	16	17	18	19	20	
Contract Number	WHEELING	ARLINGTON HTS				
Contract With	BUILDERS	BUILDERS	WINNETKA	SCHAUMBURG CDBG	ELMHURST	
Estimated Completion Date	9/30/2024	11/1/2024	8/15/2024	8/15/2024	9/30/2024	
Total Contract Price	$761,341.00	$1,296,870.00	$125,000.00	$125,457.00	$175,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			$125,000.00	$125,457.00	$175,000.00	$ 3,636,792.00
Uncompleted Dollar Value if Firm is the Subcontractor	$ 761,341.00	$ 1,296,870.00				$ 6,276,455.00
					Total Value of All Work	$ 9,913,247.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						25,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 761,341.00	$1,296,870.00	$ 125,000.00	$125,457.00	$175,000.00	$ 9,869,747.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						18,500.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	$ 761,341.00	$ 1,296,870.00	$ 125,000.00	$ 125,457.00	$ 175,000.00	$ 9,913,247.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	16	17	18	19	20
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name MARY L. BROUNT SECRETARY

Officer or Director Title

_____

Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of _____
(Letting date)

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	21	22	23	24	25	
Contract Number	WARREN TWP	LIBERTYVILLE	MUNDELEIN	VERNON HILLS	IDOT	
Contract With	PETER BAKER	PETER BAKER	PETER BAKER	PETER BAKER	PETER BAKER	
Estimated Completion Date	6/30/2024	9/30/2024	9/30/2024	7/30/2024	6/30/2024	
Total Contract Price	$129,719.00	$494,097.00	$510,587.00	$443,065.00	$ 329,759.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						$ 3,636,792.00
Uncompleted Dollar Value if Firm is the Subcontractor	$ 80,129.00	$494,097.00	$510,587.00	$443,065.00	$ 329,759.00	$ 8,134,092.00
					Total Value of All Work	$ 11,770,884.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						25,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 80,129.00	$494,097.00	$510,587.00	$443,065.00	$ 329,759.00	$ 11,727,384.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						18,500.00
Other Construction (List)						0.00
VIDEO / EPA WORK / SURVEY						0.00
						0.00
Totals	$ 80,129.00	$ 494,097.00	$ 510,587.00	$ 443,065.00	$ 329,759.00	$ 11,770,884.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	21	22	23	24	25
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name MARY L. BROUNT SECRETARY

Officer or Director Title

_____

Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of _____
(Letting date)

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Part I. Work Under Contract

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	26	27	28	29	30	
Contract Number	ROLLING MEADOWS	SUGAR GROVE	ROLLING MEADOWS	WEST CHICAGO		
Contract With	BUILDERS	BUILDERS	BUILDERS	SCHROEDER ASPHALT	ALGONQUIN	
Estimated Completion Date	9/30/2024	9/30/2024	10/30/2024	9/30/2024	10/30/2024	
Total Contract Price	$ 397,694.00	$ 409,686.00	$ 195,621.00	$ 278,279.00	$ 350,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor					$ 350,000.00	$ 3,986,792.00
Uncompleted Dollar Value if Firm is the Subcontractor	$ 397,694.00	$ 409,686.00	$ 195,621.00	$ 278,279.00		$ 9,415,372.00
				Total Value of All Work		$ 13,402,164.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

						Accumulated Totals
Earthwork						$ -
Portland Cement Concrete Paving						$ -
HMA Plant Mix						$ -
HMA Paving						$ -
Clean & Seal Cracks/Joints						$ -
Aggregate Bases & Surfaces						$ -
Highway,R.R. and Waterway Structures						$ -
Drainage						$ 25,000.00
Electrical						$ -
Cover and Seal Coats						$ -
Concrete Construction	$ 397,694.00	$ 409,686.00	$ 195,621.00	$ 278,279.00	$ 350,000.00	$ 13,358,664.00
Landscaping						$ -
Fencing						$ -
Guardrail						$ -
Painting						$ -
Signing						$ -
Cold Milling, Planning & Rotomilling						$ -
Demolition						$ -
Pavement Markings (Paint)						$ 18,500.00
Other Construction (List)						$ -
						$ -
						$ -
Totals	$ 397,694.00	$ 409,686.00	$ 195,621.00	$ 278,279.00	$ 350,000.00	$ 13,402,164.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	26	27	28	29	30
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20____.

Type or Print Name MARY L. BROUNT — Officer or Director

SECRETARY — Title

_____
Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

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	31	32	33	34	35	
Contract Number						
Contract With	GLENCOE	GRAYSLAKE	HOFFMAN ESTATES	LINDENHURST	MT PROSPECT	
Estimated Completion Date	9/30/2024	9/30/2024	15-Aug	9/30/2024	8/30/2024	
Total Contract Price	$175,000.00	$88,200.00	$1,189,999.00	$ 46,550.00	$ 368,050.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$175,000.00	$88,200.00	$1,189,999.00	$ 46,550.00	$ 368,050.00	$ 5,854,591.00
Uncompleted Dollar Value if Firm is the Subcontractor						$ 9,415,372.00
				Total Value of All Work		$ 15,269,963.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						25,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$175,000.00	$88,200.00	$1,189,999.00	$ 46,550.00	$ 368,050.00	$ 15,226,463.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						18,500.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	$ 175,000.00	$ 88,200.00	$ 1,189,999.00	$ 46,550.00	$ 368,050.00	$ 15,269,963.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	31	32	33	34	35
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20____.

Type or Print Name MARY L. BROUNT (Officer or Director) SECRETARY (Title)

_____
Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
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	36	37	38	39	40	
Contract Number						
Contract With	SKOKIE	VERNON HILLS	VOLO	VOLO		
Estimated Completion Date	9/30/2024	9/30/2024	9/30/2024	8/30/2024		
Total Contract Price	$ 4,753,500.00	$ 160,000.00	$ 24,000.00	$ 254,999.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$ 4,753,500.00	$ 160,000.00	$ 24,000.00	$ 254,999.00		$ 11,047,090.00
Uncompleted Dollar Value if Firm is the Subcontractor						$ 9,415,372.00
				Total Value of All Work		$ 20,462,462.00

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List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	1,047,999.00					1,047,999.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage	589,300.00					614,300.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 3,074,843.00	$ 160,000.00	$ 24,000.00	$ 254,999.00		18,740,305.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	34,500.00					34,500.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)	6,858.00					25,358.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	$ 4,753,500.00	$ 160,000.00	$ 24,000.00	$ 254,999.00	$ -	$ 20,462,462.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	36	37	38	38	40
Subcontractor	BUILDERS ASPHALT				
Type of Work	HMA PAVING				
Subcontract Price	1,047,999.00				
Amount Uncompleted	1,047,999.00				
Subcontractor	DEVINCI				
Type of Work	DRAINAGE				
Subcontract Price	589,300.00				
Amount Uncompleted	589,300.00				
Subcontractor	HIGHSTAR				
Type of Work	TRAFFIC CONTROL				
Subcontract Price	34,500.00				
Amount Uncompleted	34,500.00				
Subcontractor	HIGHSTAR				
Type of Work	STRIPING				
Subcontract Price	6,858.00				
Amount Uncompleted	6,858.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	1,678,657.00	0.00	0.00	0.00	$-

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 29 day of May, 2024.

Jennyfer Morales
Notary Public

My commission expires: 5/1/27

(Notary Seal)

"OFFICIAL SEAL"
JENNYFER MORALES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/1/2027

Type or Print Name MARY L. BROUNT — SECRETARY
Officer or Director — Title

Signed Mary L. Brount

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

VILLAGE OF NILES
CONTRACT FOR THE
2024 SIDEWALK-CURB AND GUTTER PROGRAM

Contract Number: V24-09

VILLAGE OF NILES
CONTRACT FOR THE
2024 SIDEWALK-CURB AND GUTTER PROGRAM

Contract Number: ***V24-09***

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Appendix 1: Prevailing Wage Ordinance

VILLAGE OF NILES
CONTRACT FOR THE
2024 SIDEWALK-CURB AND GUTTER PROGRAM

Contract Number: ***V24-09***

In consideration of the mutual promises set forth below, the ***Village of Niles, 1000 Civic Center Dr., Niles, IL 60714***, an Illinois municipal corporation ("*Owner*"), and ***Schroeder & Schroeder, Inc., 7306 Central Park Ave Skokie, IL 60076,*** a ***Corporation*** ("*Contractor*"), make this Contract as of a June 25, 2024, (the "*Effective Date*") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the "*Work*":

A. 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 Documents/Drawings identified in the list attached hereto as Attachment C.

B. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

C. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

D. Taxes. Pay all applicable federal, state, and local taxes.

E. 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.

F. 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 must commence the Work not later than the "*Commencement Date*" set forth in the Attachments and must 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 the Attachments. 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 must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such Documents/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 must include, but are not 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. Contractor must provide submittals as set forth in Attachment B.

B. Time of Submission and Owner's Review. All Required Submittals must 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 will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may 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 will be for the sole purpose of examining the general management, design, and details of the proposed Work, does 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 may not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Contractor is 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 Documents/Drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, 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 is 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 must 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 governs is final, and any corrective work required does 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 must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Documents/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 will 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 is 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 must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must 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 must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Documents/Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the Documents/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 incidental to the Work.

1.9 Safety at the Work Site

Contractor is 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 applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must 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 therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, 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 is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, 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 will 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 must, 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 exist without regard to, and may 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 must 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 must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does 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 is 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*" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must 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 must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will 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 has 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 must 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 must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will 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 must 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 may 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, nor may 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 has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which 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 must pay Contractor (1) such direct costs, excluding overhead, as Contractor has 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 may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has 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 must be made within two business days following receipt of such Change Order, and may, 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 will 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 must, 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 will 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, may 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 are subject to inspection and testing by Owner or its designated representatives. Contractor must 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 must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must 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 must pay such cost.

C. Correction. Until Final Payment, Contractor must, 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 will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is 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, promptly and without charge, must 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 to this Contract or by law. The above warranty may 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 may 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 may 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 requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is 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 is a precondition to Final Payment and does 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 is 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 must 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 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, 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, must 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 must provide certificates and policies of insurance evidencing the minimum insurance coverages 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 must be in

a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, 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 coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives 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 solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will 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 must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, 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 must be submitted not sooner than 30 days following commencement of the 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 must 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. Partial and final lien waivers shall match the total amount of the pay request and shall be supported by subcontractor lien waivers. Subcontractor lien waivers shall indicate payment in full for the amount indicated on the prime contractor's waiver. The summation of the prime contractor and subcontractor waivers shall match the amount of the pay request. Trailing subcontractor waivers shall not be allowed.

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 must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must 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 may be finally accepted when, and only when, the whole and all parts thereof 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 must 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 must 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, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting

therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will 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 may 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 will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will 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 must, 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 must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will 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 does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will 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 will 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 is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is 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 must, 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 is 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 will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will 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 10 days after receipt of such demand, then Contractor will 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 will 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, Documents/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 will be deemed to be assigned to Owner without any further action being required, but Owner may 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 Additional 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 will 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 is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent Contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers 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/Prohibited Interests

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 is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may 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 will 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 must be held confidential by Contractor and may 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 may 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 may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

Village of Niles
1000 Civic Center Dr.
Niles, IL 60714
Attention: _____

with a copy to:

Village of Niles
1000 Civic Center Dr.
Niles, IL 60714
Attention: Village Attorney

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

Schroeder & Schroeder Inc.
7306 Central Park Ave.
Skokie, IL 60076

with a copy to:

_____
_____
_____

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must 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 Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to

do business; any statutes requiring preference to laborers of specified classes; 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 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is 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.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the Contractor or subcontractor that 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 Act, and (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his/her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will 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 must

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 must 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 will 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

The Contract Time is of the essence of this Contract. Except where otherwise stated, a reference in this Contract to days is construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

Village of Niles

By: _____

Name: _____George D Alpogianis_____

Title: _____Village President_____

Attest:

By: _____

Name: _____Mc Creery, Denise_____

Title: _____Village Clerk _____

Schroeder & Schroeder, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

[contractor's 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 violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20___.

Schroeder & Schroeder, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20___.

My Commission expires: _____

_____
Notary Public

(SEAL)

VILLAGE OF NILES
CONTRACT FOR THE CONSTRUCTION OF THE 2024 SIDEWALK-CURB AND GUTTER PROGRAM

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The work will include but is not limited to the repair, removal and/or replacement of sidewalk, curb & gutter, and pavement throughout the Village of Niles. Refer to the Standard Specifications, quantities, and any other applicable accompanying documents for additional work descriptions. The work will also include the installation of speed tables, and sidewalk work not directly adjacent to roadways, as required. Please reference the Description of Work section in the Specifications for additional information.

Note Special Provision SP-7, "Starting and Completion", for work commencement, notice, and progress information for starting and completing work.

2. Work Site:

The work will be on an as needed basis throughout and within the Village of Niles at locations determined by the Engineer.

3. Contractor Responsibilities:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except: Building permit, Owner to cover cost of permit.

4. Owner Responsibilities:

Owner shall field verify and measure the installed work to determine the quantities for payment.

5. Commencement Date:

As stated in Attachment B - Standard Specifications, Special Provisions.

6. Completion Date:

As stated in Attachment B - Standard Specifications, Special Provisions.

7. Insurance Coverage:

As stated in Attachment B - Standard Specifications, Special Provisions.

8. Contract Price:

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

The accepted bid unit prices shall be inserted here.

RETURN WITH BID

SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County Cook
Local Public Agency Village of Niles
Section Project # V24-09
Route 2024 Sidewalk, CC&G

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	PCC Sidewalk Removal & Replacement	SF	7,600	$19.50	$148,200.00
2	New PCC Sidewalk	SF	600	$19.50	$11,700.00
3	PCC Carriage Walk Removal & Replacement	SF	295	$19.50	$5,752.50
4	PCC Combination Curb & Gutter Type M-4.12 Removal & Replacement	LF	315	$85.00	$26,775.00
5	PCC Combination Curb & Gutter Type B-6.12 & B-6.18 Removal & Replacement	LF	216	$100.00	$21,600.00
6	PCC Pavement Special 10” Thick High-Early Mix Removal & Replacement	SF	1,580	$21.50	$33,970.00
7	PCC Driveway and Apron Pavement 6" Thick Removal & Replacement	SF	900	$12.50	$11,250.00
8	PCC Driveway and Apron Pavement 10" Thick Removal & Replacement	SF	190	$21.50	$4,085.00
9	Detectable Warning ADA Tile Removal & Replacement	SF	90	$50.00	$4,500.00
10	Hot Mix Asphalt Pavement Patch 1 1/2" Surface & 2 1/2" Binder	SY	530	$50.00	$26,500.00
11	PC Concrete Removal & Replace with Top Soil & Sod	SF	190	$6.00	$1,140.00
12	PCC Hand Delivery Charge	SF	450	$4.00	$1,800.00
13	Excavation by Hand (Full Depth)	SF	450	$8.00	$3,600.00
14	Removal and Disposal of Contaminated Soil	CY	10	$250.00	$2,500.00
15	Topsoil Furnish & Place, Special, 6"	SY	100	$45.00	$4,500.00
16	Adjust Structure	EACH	4	$550.00	$2,200.00
17	Remove and Reset Brick Pavers	SF	45	$30.00	$1,350.00
18	Remove and Replace Brick Paver Crosswalk	SF	80	$30.00	$2,400.00
19	Remove and Replace Concrete Base Course	SY	10	$200.00	$2,000.00
20	Sign Panel - Type 1	SF	80	$30.00	$2,400.00
21	Metal Post - Type B	LF	80	$20.00	$1,600.00
	TOTAL BID				$319,822.50

B. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

9. Progress Payments:

A. General. Owner must 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. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

(1) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will 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 will 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 may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will 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 will be applied to the payment or reimbursement of the costs with respect to which they were paid and will 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. Per Diem Administrative Charge:

N/A

11. <u>Standard Specifications</u>:

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

A. "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

B. The Contract also includes Owner's Village Code and Building Codes.

C. References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

END ATTACHMENT A

VILLAGE OF NILES
CONTRACT FOR THE CONSTRUCTION OF THE
2024 SIDEWALK-CURB AND GUTTER PROGRAM

ATTACHMENT B

SPECIAL PROVISIONS

VILLAGE OF NILES

Department of Public Services
Engineering Division
6849 W. Touhy Avenue
Niles, Illinois 60714-3174
(847) 588-7900

JOB NO. 24-09

Standard Specifications, Special Provisions,
Contract Bond and Contract

For

2024 Sidewalk-Curb and Gutter Program

Village of Niles
Cook County, Illinois

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701301-04 Lane Closure, 2 Lane, 2 Way, Short Time Operations
701501-06 Urban Lane Closure, 2 Lane, 2 Way, Undivided
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701801-06 Sidewalk, corner, or crosswalk closure
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CONTRACT FORMS

Notice to Bidders, Proposal, and Signatures (BLR 12200)
Schedule of Prices (BLR 12200a)
Local Agency Proposal Bid Bond (BLR 12230)
Affidavit of Availability (BC 57)
Contract Bond (BLR 12321)
Apprenticeship or Training Program Certification (BLR 12325)
Affidavit of Illinois Business Office (BLR 12326)
Village of Niles Standard Contract

GENERAL TERMS AND CONDITIONS

STANDARD SPECIFICATIONS

The "Standard Specifications for Road and Bridge Construction" (SSRBC) prepared by the Department of Transportation of the State of Illinois and adopted by said department on January 1, 2022 “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2024 herein referred to as "IDOT ‘Standard Specification’ " and “Standard Specifications for Water and Sewer Main Construction in Illinois”, latest edition, govern the construction of the proposed improvement designated as Village of Niles Job No. V24-09. All references to method of measurement and basis of payment shall be governed by the “Contract Special Provisions” below, herein referred to as “Special Provisions”. In the event of a conflict with any part of said standard specifications, the said “Contract Special Provisions” and IEPA design requirements shall take precedence and shall govern.

BIDDING REQUIREMENTS AND AWARD OF THE CONTRACT

The procedure shall be in accordance with Section 102 of the IDOT Standard Specifications and Notice to Bidders (BLR 12220).
Illinois Prevailing Wage Act (IPWA - 820 ILCS 130/1 et. seq.) and all amendments thereto shall apply to the Project.

Substance Abuse Prevention Program according to the “Illinois Prevailing Wage Act” – Public Act 095-0635 – is required.

It is expressly understood and agreed that the foregoing Total Base Bid is the Basis for establishing the amount of the Bid Security on this Proposal and for comparison of bids only and not construed to be a lump sum proposal. It is further understood that quantities in the Bidding Schedule for the unit price items are approximate only and that payment of the contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the contract conditions in the Contract Specifications.

The undersigned has carefully checked the above Schedule of Prices (BLR 12220a) quantities, against the specifications before preparing this Proposal and accepts the said quantities as substantially correct, both as to classification and amount and as correctly listing the complete work to be done in accordance with the specifications.

DESCRIPTION OF WORK

The scope will consist of sidewalk, curb and gutter, and other work as specified in the Standard Specifications, quantities, and accompanying documents at various locations throughout the Village of Niles.

WORK SCHEDULE

The Contractor shall not work before 7:00 AM or after 6:00 PM Monday thru Friday and before 8:00 AM or after 5:00 PM on Saturdays. No work shall be performed on Saturdays, without written permission from the Village.

Before bidding on this project, the Contractor is advised to take a detailed look at the project site, keeping in view the restoration list, proposal, special provisions and specifications.

The streets will remain open to local traffic and emergency vehicles except that portion of concrete under construction. Therefore, any and all items of construction will be done in such a manner as to keep half of the roadway open to local traffic and emergency vehicles. Construction working days are very important to reduce the inconvenience of residents and traffic along Village streets. This work shall be done according to the specification, Special Provisions and to the requirements of construction permits.

The Contractor shall be responsible for obtaining any Illinois Department of Transportation permits on IDOT Right-of-Way & Cook County permits on County Right-of-Way, if applicable.

Priority work shall include: Concrete patches on all IDOT, Cook County and Village Roadways and a list of completed Utility Repairs provided by the Engineer at the preconstruction meeting. These locations will take precedence over all other locations. Priority work will be completed first at contract unit price before all other locations are started. No additional compensation for said locations will be allowed.

STARTING AND COMPLETION

If awarded a contract under this Proposal, the undersigned shall start work at the site on July 01, 2024, or no later than 15 working days after the preconstruction meeting is held and agrees to fully complete all work covered by this Proposal. The undersigned understands and agrees that the Owner reserves the right to defer issuance of a written order to commence work for a period not to exceed one hundred and eighty (180) days after the date hereinbefore established by the undersigned as a proposed starting date. The undersigned also agrees to furnish a Maintenance Bond in the amount of Ten Thousand (10,000.00) dollars for a period of one (1) year from the date of completion.
The Contractor agrees to return to the Village of Niles at least 3 additional times, or as requested by the Engineer, between July 1st and October 26th, 2024 to complete concrete work with as few as 10 restorations at various locations in the Village at each return.

In addition, the Contractor agrees to return to the Village of Niles an additional time in Spring 2025 prior to May 1, 2025 as may be required for additional restoration work. Also the Contractor will return to finish any concrete work by October 26, 2024 to perform final concrete work requested by the Engineer. If the Contractor does not return in October, the Contractor will be charged $450.00 a day every day until the Contractor does return and starts the final Sidewalk-Curb and Gutter 2024 work as requested by the Engineer.

Work Commencement, Notice, and Progress:

Upon receipt of a work location list from the Village, the Contractor shall mobilize for removal work on that list within 14 days, unless otherwise approved by the Engineer. The Contractor shall provide a 48 hour

notice prior to mobilizing for removal work, failure to mobilize as scheduled may result in liquidated damages of $450/day. Once mobilized for work on a Village location list, the Contractor shall complete work on the entire list on that same mobilization. Concrete framing, pouring, and restoration shall be completed within 3 days of removal work, unless otherwise approved by the Engineer. If a driveway does not have new concrete poured by a Friday it must be made accessible over the weekend or a traffic control deficiency may be charged subject to $500/day per driveway.

GENERAL CONDITIONS

All work indicated in the plans and specifications shall be included in the Contractors bid. Any work shown or noted for which a specific pay item is not indicated shall be considered to be included in the cost of the associated unit price work.

Where possible general condition items have been noted as "included" for the convenience of the Contractor, but such annotation is not intended to be comprehensive throughout plans and specifications. Refer to IDOT SSRBC Division 100 for additional general conditions.

VILLAGE

"Village" shall refer to the Village of Niles.

ENGINEER

"Engineer" shall refer to the Village Engineer; or authorized representative limited by the particular duties entrusted to that person.

INSURANCE REQUIREMENTS

In addition to the requirements of Article 107.27 of the IDOT "Standard Specifications", the Village shall be named as an "Additional Insured" on Contractor's general comprehensive liability policies. The Village must have written proof of such insurance coverage before Contractor will be allowed to start the project.

EMERGENCIES

Prior to starting work the Contractor will provide the Engineer with telephone numbers and the name of a person who can be reached in event of an emergency.

MATERIAL SUPPLIERS

Subcontractors and Material Suppliers must submit waivers before payment can be made to the General Contractor.

PAYMENT PROCEDURES

Progress payments are typically made on a monthly basis. The Contractor is required to provide invoice and waivers of lien from all Sub-Contractors and Material Suppliers, Certified Payroll and Invoice including all items in the contract with totals showing what is currently installed to date, before payment can be made. Invoices, wavers and all other documents shall be submitted to the Engineering Division a minimum of ten (10) working days prior to day of payment. Retainage for the contract shall be 10%. At the discretion of the

Engineer, retainage may be lowered to 5% after 50% of the contract has been completed and to 2% for semi-final payment.

Whenever the quantity of any pay item as given in the proposal is increased or decreased, payment shall be made based on the actual quantity completed at the unit price per bid. The Village reserves the right to eliminate any portion of the contract at any time. In this case payment will be made for actual amount of work performed.

The Contractor shall submit certified payroll reports to the Village in accordance with the **"Prevailing Wage Act in Illinois" (820 ILCS 130/5) and its amendments.**

SEQUENCE OF OPERATIONS

This item shall supplement Section 107.09 of the IDOT "Standard Specifications" relating to least interference with traffic. The Contractor shall be responsible to maintain reasonable access at all times to any private property affected by the work. Unless otherwise directed by the Engineer, work shall continue on all consecutive weather-permitting non-holiday weekends until the contract limit has been reached, or the Engineer indicates work is to end.

DISCREPANCY IN CONTRACT PROPOSAL

Any discrepancy in contract proposal shall be referred to the Engineer for clarification and proper interpretation.

WARRANTY

It shall be the responsibility of the Contractor to provide warranty for all material and workmanship of this improvement by correcting all defects for a period of one (1) year from the date of completion of the contract.

CHANGES IN CONTRACT AMOUNT

The Village reserves the right to increase or decrease the contract quantity amount by up to 25% with no change of individual bid item unit prices. The Village shall not provide additional compensation for overhead, change in production rates, or lost profit within these limits.

OVERNIGHT STORAGE OF EQUIPMENT AND CONDITION OF WORK SITE

The work site shall be restored to an orderly condition with no loose debris, and with materials and equipment neatly arranged at the end of each working day. The Contractor will comply with the Engineers instructions concerning overnight storage.

TRAFFIC CONTROL AND PROTECTION

This item consists of the furnishing, installation, maintenance, relocation and subsequent removal of all temporary signs, signals, markings, traffic cones, barricades, warning lights, flag men and other devices which are to be used for the purpose of regulating, warning or guiding traffic during the construction of this improvement.

Traffic Control equipment and material shall meet the requirements of Section 1106 of the IDOT "Standard Specifications". All signs, signals, markings, traffic cones, barricades, warning lights, flag men, and other

traffic control devices must conform to the IDOT "Standard Specifications" and "Special Provisions" latest revision. The Contractor shall obtain, erect, maintain, and remove all traffic control devices in accordance with Article 107.14 of the "Standard Specifications" and details located in the Appendix.

The Contractor shall be responsible for seeing to it that all barricades, warning signs, lights and other devices installed by him are in place and operating 24 hours a day, including Saturdays, Sundays and holidays during the time this contract is in force.

In the event of severe weather conditions, the Contractor will be required to furnish any additional personnel required to properly maintain all traffic control devices as directed by the Engineer. The Contractor is solely responsible for all traffic control and protection work.

This work shall be considered included in the contract general conditions and in the cost of the associated unit price work for the affected pay items and will include all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, relocate and remove all temporary traffic control devices indicated in the specifications, or as directed and approved by the Engineer.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and residents shall be provided for in an adequate and satisfactory manner as specified in Section 107 of the IDOT "Standard Specifications" and as directed by the Engineer.

Streets shall remain open to local traffic during construction. Temporary closure of a portion of the street under construction shall be confirmed with the Engineer on a daily basis. The Contractor shall provide access to abutting properties and keep street open to emergency vehicles at all times during construction of the project.

Sufficient number of on-street and off-street parking spaces for residents and local businesses shall be kept accessible at any time in the course of the project. Sequence of removal and replacement of curb, sidewalk and other elements of the street will be established by the Engineer.

Dust produced from the site during dry period shall be kept to a minimum by application of approved chemical suppressants as directed by the Engineer. Dirt and debris resulted from construction shall be removed in accordance with Article 107.15 of the IDOT "Standard Specifications".

The Contractor shall **not** start construction equipment at the job site before 7:00 AM or continue after 6:00 PM Monday thru Friday and before 8:00 AM or continue after 5:00 PM on Saturdays. No work shall be performed on Sundays and/or legal holidays without written permission from the Village of Niles.

The Contractor is responsible for installation of "No-Parking" signs in the locations approved by the Engineer. Number of "No-Parking" signs shall be sufficient for clear notification of residents and local businesses of a construction work in the area. Signs shall be installed 24 hours ahead of a particular construction operation and shall be removed after completion of this operation. "No Parking" signs will be supplied by the Village.

Cost of all work in this item shall be included in the cost of the associated unit price work for the affected pay items.

REQUIRED PERMIT, BOND, AND INSURANCE REQUIREMENTS

The Contractor shall be responsible for obtaining the Illinois Department of Transportation permit and Permit Bond for work performed in State right-of-way.

All permits, bonds, and insurance required by the Village of Niles and by other parties involved in or effected by the project (such as Highway permit, permits of MWRDGC, IEPA, Cook County Forest Preserve, etc.) shall be obtained by the Contractor at his/her own expense and approved by the Village before commencement of work.

TREES

The Contractor shall take care to avoid causing damage or injury to trees and shrubs. No trees or shrubs shall be removed unless so indicated on the plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed. No construction materials shall be stockpiled at the base of trees or shrubs where root or trunk damage may occur. No construction machinery shall be driven over the root systems of existing trees without appropriate root protection in place.

If trees interfere with normal excavation procedures, the following shall govern. No machine excavation shall be made within a distance of five feet of any tree, and no roots over two inches in diameter shall be cut unless it is impossible to complete the work without cutting, as determined by the Engineer. Excavation closer than five feet from any tree shall be root pruned prior to excavation. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. If damage by construction equipment to limbs and branches is unavoidable, the Contractor shall contact the Engineer. The Engineer may direct the Contractor to prune limbs and branches before starting work in accordance with best forestry practice. Pruning and/or trimming shall be done by a qualified landscape contractor approved by the Engineer.

Small trees (less than 4 inches in diameter) and shrubs not indicated for removal which are removed or severely damaged during construction shall be replaced in kind and size by the Contractor, but in no case shall the tree diameter be smaller than 2-1/2 inches. Any tree that requires replacement due to the neglect of the Contractor shall be replaced by the Contractor at no cost to the Owner. Any costs associated with compliance with the tree specification shall be considered included in the cost of the associated unit price work for the affected pay items. All trees in and adjacent to the construction limits will be monitored for three years following contract completion for residual damage from construction activities not immediately apparent at the time of contract closeout. The Contractor shall be held responsible and liable for any future, related damage or tree loss attributable to negligent behavior observed during construction activities.

PRIVATE WORK WITHIN PUBLIC RIGHT OF WAY

Any private work being done by the Contractor within the public Right-Of-Way (R.O.W.) will be paid by the resident at the same contract unit price as in this contract.

REMOVAL & REPLACEMENT PROCEDURES

No debris shall be left on the sidewalk, street or curb & gutter for more than 2 hours.

The Contractor must backfill the gap of the roadway between the front of gutter and existing roadway with stone to the top of the existing roadway pavement within 48 hours of pouring the curb and gutter, or the same day of the removal of the frames (whichever comes first). This will be considered included in the cost of the associated unit price work for the affected pay items.

All work is to conform to the IDOT "Standard Specifications for Road & Bridge Construction" Latest Edition.

EXCAVATION

Width of excavation shall be as follows:

i. Six (6) inches wide maximum on either side of replaced sidewalk.

ii. One (1) foot wide maximum behind replaced curb and gutter, the full length of construction.

Any damage to existing property, including but not limited to sprinkler systems, will be repaired at the expense of the Contractor.

FORMS

Side forms shall be lumber with a nominal thickness of two (2) inches and a minimum depth of five (5) inches or of steel of equal rigidity. They shall be held securely in place by stakes or braces, with the top of form true to grade. The form shall be set so that the top of walk slopes toward the street at the rate of ¼ inch per foot. The forms shall be lightly coated with oil prior to placing concrete.

PLACING AND FINISHING

No concrete shall be placed when the air temperature is below 40 F degrees or is between 40 F degrees and 45 F degrees and falling. The temperature of the concrete when placed shall be not less than 50 F degrees. After the aggregate base has been finished and prior to placing concrete, the Contractor shall notify the Engineer 24 hours prior to pouring. No concrete shall be placed until the aggregate base has been inspected and approved by the Engineer.

The aggregate base shall be adequately moistened just before the concrete is placed. The concrete shall be in successive batches for the entire width of the slab, struck off from one-half (1/2) to three fourths (3/4) inch higher than the finished slab, tamped until all voids are removed and free mortar appears in the surface, thoroughly spaded along the edges, struck off to the true grade, and finished to a true and even surface with suitable trowels and floats. The surface shall be divided by grooves constructed at the right angles to the center line of the sidewalk. These grooves shall extend to one-quarter (1/4) inch the depth of the sidewalk; shall not be less than one-eighth (1/8) inch and not more than one-fourth (1/4) inch. No slab shall be longer than six (6) feet or less than four (4) feet, unless otherwise approved by the Engineer. The side edges of the walk shall also be edged with an edging tool, having a one-fourth (1/4) inch radius. No concrete shall be placed on a soft or frozen sub-grade. A hair broom shall be drawn transversely across the finished surface so as to produce a lightly rough gritty non-skid surface.

EXPANSION JOINTS

Expansion joints one-half (1/2) inch thick shall be placed at intervals of about 50 feet in the sidewalk and where specified by the Engineer. Expansion joints one-half (1/2) inch thick shall also be provided between the sidewalk and all structures including but not limited to buffalo boxes, light standards, traffic standards, traffic poles, etc. which extend through the sidewalk.

Expansion joints one (1) inch thick shall be placed where ever new sidewalks abut against all existing concrete driveways, concrete pavements, concrete curbs and/or concrete walks.

PROTECTION AND CURING

All exposed surfaces of concrete shall be protected against wash by rain.

The concrete shall be cured for a minimum period of seventy-two (72) hours after placing by one of the following methods:

i. Wet burlap
ii. Impervious paper
iii. Membrane curing compound

FORM REMOVAL

The forms shall remain undisturbed for at least 24 hours after the concrete has been placed but not in excess of 48 hours.

BACKFILLING AND SEEDING

Upon the removal of the forms, the Contractor shall backfill between the side of the sidewalk and the ground, driveway and ground, drive apron and ground, and between the back of curb and the ground, using salvaged top soil. If any additional backfilling is required, the Contractor shall provide the top soil at his own expense. Any grass area disturbed along the sidewalk, driveway or curb and gutter shall be leveled with positive slope towards the roadway and replaced by the Contractor at his own expense. Backfilling with topsoil and seeds or sod will be included in the cost of the associated unit price work for the affected pay items and no separate payment will be made for it.

BARRICADES

Contractor shall place and maintain barricades at the construction sites at all times during construction until all forms are removed and the areas adjacent to the newly poured concrete are properly backfilled.

MAINTENANCE BY CONTRACTOR

It shall be the responsibility of the Contractor to maintain and keep in repair all walks, driveways, driveway aprons and curb and gutter constructed by him, under this contract, for a period of one (1) year from the date of completion.

INSPECTION

All concrete poured shall be done in the presence of the Engineer or his/her authorized representative. Twenty-four (24) hours notice shall be considered as a reasonable time for notification of intent to pour.

MOBILIZATION

This work shall be performed in accordance with Section 671 of the IDOT "Standard Specifications" and as directed by the Engineer. This work will not be paid for separately but shall be considered included in the cost of the associated unit price work for the affected pay items for the Project.

TECHNICAL SPECIAL PROVISIONS

1. PCC SIDEWALK REMOVAL & REPLACEMENT

This work shall consist of removal of the existing PCC sidewalk or other type of existing materials at various locations in the Village. All necessary excavation and constructing PCC sidewalk with aggregate base and accessibility ramps as directed by the Engineer may consist of as little as twenty-five (25) square feet at each location.

The Contractor shall remove the existing concrete sidewalk in a way to transfer minimum impact to the surrounding curb and gutter, underground utilities and houses. The broken concrete shall be disposed of off-site by the Contractor. Where it is not possible to remove a section of walk without disturbing an adjacent section that is in good condition, the Contractor shall first score a full depth joint with a concrete saw. Extreme care shall be taken to avoid damage to any of the existing utilities within the limits of the work. Any damage to the existing sidewalk beyond the saw cut line shall be replaced by the Contractor at his/her expense to the satisfaction of the Engineer.

The sidewalks shall consist of Portland Cement Concrete, five (5) feet wide and five (5) inches thick, constructed in one course, over existing compacted aggregate base course at locations as shown on Estimate of Quantities and marked in the field by the Engineer. At driveway locations, walks shall consist of Portland Cement Concrete Sidewalk, five (5) feet wide and six (6) inches thick, constructed in one course, over existing compacted aggregate base course. If the existing compacted aggregate base course is determined to be insufficient for any reason by the Engineer, the Contractor will be required to improve the existing aggregate to a satisfactory condition or place four (4) inches of new compacted aggregate base course, crushed stone grade CA-6, at no additional cost to the contract.

The sidewalk shall be completed in compliance with Section 424 of the IDOT "Standard Specifications" latest revised edition. Contraction joints shall be sawed or troweled at five (5) Ft O.C. along the new sidewalk. Expansion joints one (1) inch thick shall be placed at all locations where abutting existing concrete. PCC shall be Class SI, 5.0-8.0% air entrainment, 2-4" slump.

Restoration of disturbed area around the sidewalk shall include top soil and seeds.

Construction of sidewalk including restoration of disturbed areas adjacent to the sidewalk with top soil and seeds shall be completed within four (4) working days.

BASIS OF PAYMENT: This work shall be measured and paid for at the contract unit price per square foot for PCC SIDEWALK REMOVAL & REPLACEMENT. Said price shall include removal and disposal of the existing sidewalk and all other material, necessary sawcutting, tree root cutting, finishing of handicap sidewalk (where needed), necessary excavation, PCC sidewalk with required curb ramps, joints and steps over existing compacted sub-grade, newly compacted aggregate base course as required, backfill and restoration of disturbed areas adjacent to sidewalk. No additional compensation for variation in sidewalk thickness in residential areas will be allowed. Detectable Warnings in ramps will be paid for separately.

2. NEW PCC SIDEWALK

This work shall consist of excavation of existing materials and installing new PCC sidewalk at various locations in the Village. All necessary excavation and constructing new PCC sidewalk with aggregate base and accessibility ramps as directed by the Engineer may consist of as little as one hundred (100) square feet at each location.

The Contractor shall remove the existing sod, soil and other materials within the limits of construction in a way to transfer minimum impact to the surrounding curb and gutter, underground utilities and houses. The above stated material shall be disposed of off-site by the Contractor. Extreme care shall be taken to avoid damage to any of the existing utilities within the limits of the work. Any damage to the existing sidewalk beyond the limits of construction line shall be replaced by the Contractor at his/her expense to the satisfaction of the Engineer.

The sidewalks shall consist of Portland Cement Concrete, five (5) feet wide and five (5) inches thick, constructed in one course, over newly placed four (4) inches of compacted aggregate base course, crushed stone grade CA-6 at locations as shown on Estimate of Quantities and marked in the field by The Engineer. At drive way locations, walks shall consist of Portland Cement Concrete Sidewalk, five (5) feet wide and six (6) inches thick, constructed in one course, over existing compacted aggregate base course. PCC shall be Class SI, 5.0-8.0% air entrainment, 2-4" slump.

The sidewalk shall be completed in compliance with Section 424 of the IDOT "Standard Specifications" latest revised edition. Contraction joints shall be sawed or troweled at five (5) ft O.C. along the new sidewalk. Expansion joints one (1) inch thick shall be placed at all locations where abutting existing concrete.

Restoration of disturbed area around the sidewalk shall include top soil and seeds.

Construction of sidewalk including restoration of disturbed areas adjacent to the sidewalk with top soil and seeds shall be completed within four (4) working days.

BASIS OF PAYMENT: This work shall be measured and paid for at the contract unit price per square foot for NEW PCC SIDEWALK. Said price shall include removal and disposal of the existing sod, soil and all other material, necessary saw cutting, tree root cutting, finishing of handicap sidewalk (where needed), necessary excavation and removal, PCC sidewalk with required curb ramps, joints and steps and a minimum

four (4) inches thick compacted aggregate (CA-6) base course; backfill and restoration of disturbed areas adjacent to sidewalk. No additional compensation for variation in sidewalk thickness in residential areas will be allowed. Detectable Warnings in curb ramps will be paid for separately. Removal and Disposal of Contaminated Soil will be paid for separately.

3. PCC CARRIAGE WALK REMOVAL & REPLACEMENT

This work shall consist of removal of existing concrete carriage walk as directed by the Field Engineer at various locations in the Village. Locations may contain as little as ten (10) square feet at each location.

The Contractor shall remove the existing concrete carriage walk in a way to transfer minimum impact to the surrounding carriage walk, sidewalks, driveway and driveway aprons, curb and gutter, underground utilities and houses. The broken concrete shall be removed and disposed of off-site by the Contractor. Where it is not possible to remove a section of carriage walk without disturbing an adjacent section that is in good condition, the Contractor shall first score a full depth joint with a concrete saw. Extreme care shall be taken to avoid damage to any of the existing utilities within the limits of the work.

The carriage walks shall consist of Portland Cement Concrete, one and one half (1 & 1/2) feet wide and four (4) inches thick, constructed in one course, over existing compacted aggregate base course at locations as marked in the field by the Engineer. PCC shall be Class SI, 5.0-8.0% air entrainment, 2-4" slump.

Restoration of disturbed area around the carriage walk shall include top soil and seeds.

Construction of carriage walk including restoration of disturbed areas in front, behind and along sides of the carriage walk shall be completed within four (4) working days.

BASIS OF PAYMENT: This work shall be measured and paid for at the contract unit price per square foot for PCC CARRIAGE WALK REMOVAL & REPLACEMENT. Said price shall include removal and disposal of the existing carriage walk and all other material, necessary saw cutting, tree root cutting, necessary excavation, PCC carriage walk, over existing compacted sub-grade; backfill and restoration of disturbed areas adjacent to carriage walk. No additional compensation for variation in sidewalk thickness in residential areas will be allowed.

4. PCC COMBINATION CURB & GUTTER REMOVAL & REPLACEMENT, TYPE M-4.12

This work shall consist of removal of existing curb and gutter for all types at various locations in the Village. These locations shall be as directed by the Engineer and may consist of as little as six (6) lineal feet at each locations.

The Contractor shall remove the existing curb and gutter in a way to transfer minimum impact to the surrounding curb and gutter, underground utilities and houses. The broken concrete shall be disposed of off-site by the Contractor. Where it is not possible to remove a section of curb without disturbing an adjacent section of concrete or asphalt that is in good condition the Contractor shall first score a joint six (6) inches deep with a concrete saw. If the curb and gutter cannot be removed without damaging the adjacent asphalt that is in good condition, then the Contractor shall also saw cut the pavement at eighteen (18) inches parallel to the curb and gutter to be removed. Extreme care shall be taken to avoid damage to any of the existing utilities within the limits of the work.

The Contractor shall be required to saw cut and repair all driveway aprons that are damaged due to curb & gutter removal and replacement. The location will be determined by the Engineer. This will be considered included in the cost of the associated unit price work for the affected pay items.

Two (2) - #4-18" dowel bars shall be drilled and placed in all existing curb & gutter where placement is adjacent to existing curb and gutter. PCC shall be Class SI, 5.0-8.0% air entrainment, 2-4" slump.

Contraction joints shall be two (2) inch deep min. and shall be sawn @ 15' O.C. maximum. Expansion joints shall be placed @ 60' O.C. maximum.

Restoration behind the curb shall include minimum four (4) inches of top soil and seeds over approved backfill material. The gap between newly installed curb and gutter and existing pavement shall be filled with compactable stone material of either asphalt grindings or other material similar to CA-6 stone grindings and compacted with mechanical or vibrating temper, pneumatic-tired roller, or other pneumatic-tired machines. Completed stone fill shall be finished flush with existing pavement or up to one half (½) inch above it.

The Contractor must replace any curb & gutter at a driveway within twenty four (24) hours after removal. UNDER NO CIRCUMSTANCES SHALL CURB & GUTTER AT A DRIVEWAY BE LEFT OPEN FOR A WEEKEND. (Saturday, Sunday or Holiday).

Construction of all types of curb and gutter including restoration of disturbed areas in front and behind the curb shall be completed within four (4) working days.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per lineal foot for PCC COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT of the type specified. Said price shall include removal and disposal of the existing curb and gutter and all other material, necessary saw cutting, dowel bars and required joints; backfill of disturbed areas behind the curb, topsoil and seed and front fill with granular material to the top of the adjacent pavement. No additional compensation for variation in C&G type and thickness will be allowed. HMA Pavement patching in the front of the curb will be paid for separately.

5. PCC COMBINATION CURB & GUTTER REMOVAL & REPLACEMENT, TYPE B-6.12 & TYPE B-6.18

This work shall conform to the specifications of PCC COMBINATION CURB & GUTTER TYPE M-4.12.

6. PCC PAVEMENT SPECIAL 10" HIGH-EARLY MIX REMOVAL AND REPLACEMENT

This work shall consist of removal of existing PCC pavement and replacing with new PCC pavement, ten (10) inch thick High-Early strength (7 bag) concrete mix, in accordance with Section 420 and 1020 of the IDOT Standard Specification, latest edition. The reinforcement of PCC pavement shall be done exactly in kind of what was removed.

The Contractor shall saw cut to the full depth and remove the pavement without damages to adjacent pavement and or curb and gutter. The broken concrete shall be disposed of off-site by the Contractor. The base shall be prepared and if additional aggregate base is required CA-6 stone shall be used to prepare base. The aggregate CA-6 stone will be considered included in the scope for this work. After preparation of base, the Contractor shall do the work of ten (l0) inch pavement with reinforcement. This work shall be performed with Arrow Boards and other traffic control devices in accordance with Section 1106.2 of the IDOT Standard Specifications for Road & Bridge Construction, latest edition, and removed twenty four (24) hours later, unless prior arrangements are made with the Engineer.

THE CONTRACTOR WILL PROVIDE HIS OWN TRAFFIC CONTROL (INCLUDING ARROW BOARDS AND SHALL BE SOLAR POWERED). See Work Zone Traffic Control Devices. This item of work shall be performed in accordance with Section 1106.2 of the IDOT Standard Specifications for Road & Bridge Construction, latest edition.

Construction of special 10" pavement high-early mix including restoration of disturbed areas shall be completed within two (2) working days.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per square foot for PCC PAVEMENT SPECIAL 10" HIGH-EARLY MIX REMOVAL AND REPLACEMENT. Said price shall include the cost of pavement removal; saw cutting preparation of aggregate base, ten (10) inch new PCC pavement high-early strength (7 bag) concrete mix with reinforcement, dowel bars and the cost of all labor, material and equipment required to complete this work.

7. PCC DRIVEWAY AND APRON 6" THICK REMOVAL & REPLACEMENT

This work shall consist of the removal and replacement of private and/or commercial PCC driveway and apron pavement at various locations in the Village. These locations shall be as directed by the Engineer. All materials shall meet Section 423 of the IDOT "Standard Specifications" Latest Edition. The Village does not allow wire mesh in Drive Aprons. PCC shall be Class PV, 5.0-8.0% air entrainment, 2-4" slump.

The Contractor shall remove the pavement without damages to adjacent pavement and/or curb and gutter. The broken concrete shall be disposed of off-site by the Contractor. Where it is not possible to remove a section of drive without disturbing an adjacent section that is in good condition, the Contractor shall first score a full depth joint with a concrete saw. Extreme care shall be taken to avoid damage to any of the existing utilities within the limits of the work.

The Contractor must replace any driveway or driveway apron within 24 hours after removal. UNDER NO CIRCUMSTANCES SHALL A DRIVEWAY OR DRIVEWAY APRON BE LEFT OPEN FOR A WEEKEND. (Saturday, Sunday or Holiday). These locations must be poured.

Restoration on sides of the driveway or drive apron shall include minimum six (6) inches of topsoil and IDOT Class 1 seed.

Construction of driveway or driveway apron pavement including restoration of disturbed areas with top soil and seeds shall be completed within 4 working days.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per square foot for PCC DRIVEWAY AND APRON 6" THICK REMOVAL & REPLACEMENT. Said price shall include PCC pavement over existing compacted sub-grade, removal and disposal of existing pavement and surplus material, saw cutting of concrete and tree roots, backfill and restoration of disturbed areas and the cost of all labor, material and equipment required to complete this work.

8. PCC DRIVEWAY AND APRON 10" THICK REMOVAL & REPLACEMENT

This work shall consist of the removal and replacement of private and/or commercial PCC driveway and apron pavement at various locations in the village. These locations shall be as directed by the Engineer. All materials shall meet Section 423 of the IDOT "Standard Specifications" Latest Edition. The Village does not allow wire mesh in drive aprons. PCC shall be Class PV, 5.0-8.0% air entrainment, 2-4" slump.

The Contractor shall remove the pavement without damages to adjacent pavement and/or curb and gutter. The broken concrete shall be disposed of off-site by the Contractor. Where it is not possible to remove a section of drive without disturbing an adjacent section that is in good condition, the Contractor shall first score a full depth joint with a concrete saw. Extreme care shall be taken to avoid damage to any of the existing utilities within the limits of the work.

The Contractor must replace any driveway or driveway apron within 24 hours after removal. UNDER NO CIRCUMSTANCES SHALL A DRIVEWAY OR DRIVEWAY APRON BE LEFT OPEN FOR A WEEKEND. (Saturday, Sunday or Holiday). These locations must be poured.

Restoration on sides of the driveway or drive apron shall include minimum six (6) inches of topsoil and IDOT Class 1 seed.

Construction of driveway or driveway apron pavement including restoration of disturbed areas with top soil and seeds shall be completed within 4 working days.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per square foot for PCC DRIVEWAY AND APRON 10" THICK REMOVAL & REPLACEMENT. Said price shall include PCC pavement over existing compacted sub-grade, removal and disposal of existing pavement and surplus material, saw cutting of concrete and tree roots, backfill and restoration of disturbed areas and the cost of all labor, material and equipment required to complete this work.

9. DETECTABLE WARNING ADA TILE REMOVAL & REPLACEMENT

This work shall consist of constructing detectable warnings in sidewalk ramps and other hazardous locations in compliance with "Americans with Disabilities Act Accessibility Guidelines", IDOT "Standard 424001", Section 424 of the IDOT "Standard Specifications", and as directed by the Engineer.

Materials: Detectable warnings shall consist of a surface of truncated domes and shall contrast visually with adjoining sidewalk surface. Area of detectable warnings shall cover full width of a ramp and continue at least 2' in the direction of pedestrian travel. Detectable warnings shall be primarily "tiles" made of reinforced of vitrified polymer composite materials – "Engineered Plastics, Inc. (Armor-Tile)" or equal. Detectable warnings shall be cast-in-place tiles of red color.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNING ADA TILE REMOVAL & REPLACEMENT. Curb ramps and PCC sidewalk will be paid for separately.

10. HOT MIX ASPHALT (HMA) PAVEMENT PATCH, 1 ½" SURFACE & 2 ½" BINDER

This work shall consist of the removal, disposal, and replacement of the existing hot mix asphalt (HMA) pavement including surface course, binder course, leveling binder, cold patch and any other material to the specified depth. The work shall be performed as specified in the plans, in accordance with Section 440 of the IDOT "Standard Specifications and as directed by the Engineer.

The Engineer and Contractor together shall mark all locations where HMA is to be removed. The Contractor shall then remove the HMA to the top of the existing stone base. The stone base shall be compacted. The limits of the removal shall be made in a neat workman-like manner. The edges of removal limits shall be saw-cut. All of the HMA shall be picked up and disposed of off-site. After compaction of the base course, the Engineer shall inspect it and, if found to be in good condition, the Contractor shall then place a two and one half inch (2 1/2") thick layer of HMA binder course Class I on the prepared base and one and one half inch (1 1/2") thick layer of HMA surface course Class I on the prepared binder surface. The finished surface of the new surface course shall be flush with the surface of the adjoining existing pavement surface.

Pavement replacement in all State highways shall be done in a strict conformance to the requirements of the Permit issued by the Illinois Department of Transportation.

The removal of the HMA shall be limited to the extent to which the PCC curb and gutter framing can be removed and the trench backfilled in the same day.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per square yard of HOT MIX ASPHALT (HMA) PAVEMENT PATCHING. Said price shall be payment in full for the restoration of disturbed areas adjacent to the pavement, saw cutting, pavement removal preparation of ground surface including removal off site of all surplus materials, all labor, material and equipment required to complete this work.

11. PCC REMOVE AND REPLACE WITH TOPSOIL & SOD

This work shall consist of removal of existing concrete walks, carriage walks or other concrete at various locations in the Village. These locations shall be as directed by the Engineer. These areas may include carriage walk along curb or sidewalk at intersections or other various locations in the Village.

The Contractor shall remove the existing concrete and stone sub base in a way to transfer minimum impact to the adjacent walk, surrounding curb and gutter, underground utilities and houses. The broken concrete and stone shall be disposed of off-site by the Contractor. The area where the concrete and sub base was removed will be replaced with compacted top soil and sod.

Sodding shall consist of preparing the ground surface, furnishing, and placing sod and other materials required in the sodding operations. The work shall be done as directed by the Engineer in accordance with Section 252 of the IDOT "Standard Specifications" and as directed by the Engineer.

Revise Article 252.08 and 252.09 "Sod Watering" and "Supplemental Watering" to read: "it is the Contractor's responsibility to perform all necessary sod watering during the period of establishing regarding timetable, number of applications and rate of water per application."

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per square foot for PCC REMOVE AND REPLACE WITH TOPSOIL & SOD. Said price shall be payment in full for all concrete saw cutting, concrete removal, tree root cutting, placement of compacted topsoil and sod, and all watering necessary for establishment of sod and keeping it in a good and healthy condition until the final acceptance of the project. Preparation of ground surface including removal off site of all surplus materials, all labor, material and equipment required to complete this work.

12. PCC HAND DELIVERY CHARGE

This work shall consist of moving the concrete from the concrete mixer to the location of placement via wheelbarrow or other hand carts, not using the concrete mixer shoots, to access said locations at various locations in the Village and a minimum of ten (10) feet outside of the Public Right of Way or at the discretion of the Engineer. These locations shall be as approved by the Engineer prior to placement to receive payment for said product.

The Contractor shall use this method in areas where the concrete mixer cannot access the area of concrete placement a minimum of ten (10) feet outside of the Public Right Of Way without causing damage to private property. A depth of five (5) inches of concrete shall be used to calculate cost per square foot of PCC hand delivery charge.

BASIS OF PAYMENT: Said work will be approved by the Engineer prior to placement; measured and paid for, per square foot of in place concrete at the depth specified in these Special Provisions for the product placed, at the contract unit price for PCC HAND DELIVERY CHARGE. Said price shall be payment in full for all concrete mobility to its destination, all labor, material and equipment required to complete this work. Portland Cement Concrete work will be paid for separately.

13. EXCAVATION BY HAND (FULL DEPTH)

This work shall consist of removal of existing concrete or other materials at various locations in the Village where any machinery cannot access the area of removal and at a minimum of ten (10) feet outside of the Public Right of Way or at the discretion of the Engineer. These locations shall be as approved by the Engineer prior to removal to receive payment for said product.

The Contractor shall remove the existing concrete and other materials by hand and via wheelbarrow or other hand carts when there is concern by the Contractor or Engineer that any machinery normally used will cause damage to the property and/or cannot access said location. These locations shall be as approved by the Engineer prior to removal to receive payment for said product. Full depth removal shall be calculated based on a nine (9) inch depth and will occur in a way to transfer minimum impact to the surrounding concrete, underground utilities and houses. The broken concrete and other materials shall be disposed of off-site by the Contractor. Where it is not possible to remove a section of concrete or other materials without disturbing an adjacent section that is not marked to be removed, the Contractor shall first score a full depth joint with a concrete saw. Extreme care shall be taken to avoid damage to any of the existing utilities within the limits of the work.

BASIS OF PAYMENT: Said work will be approved by the Engineer prior to removal; measured and paid for, per square foot of in place concrete at the depth specified in these Special Provisions for the product placed, at the contract unit price for EXCAVATION BY HAND (FULL DEPTH). Said price shall be payment in full for all construction debris removed off site and moved via wheelbarrow or other hand carts, removal and disposal of existing pavement and surplus material, saw cutting of concrete or tree roots, backfill and restoration of disturbed areas and the cost of all labor, material and equipment required to complete this work. Portland Cement Concrete work will be paid for separately.

14. REMOVAL AND DISPOSAL OF CONTAMINATED (EXCAVATED) SOIL

This work will consist of removal and proper disposal of soil excavated in the course of the project.

Enacted in July 30, 2010 State of Illinois Public Act 96-1416 established requirements and rules for soil disposal from a construction site. Following these requirements the procedure for soil removal and disposal from a construction site in this project will be set as specified hereafter.

The Contractor will conduct testing and certification of soil - testing of soil will be done in the field before start of construction.

There are two possible scenarios of soil disposal based on the results of testing: soil is uncontaminated or contaminated.

Uncontaminated soil shall be disposed of in a regular way.

Contaminated soil, whether it was tested and certified as contaminated or rejected at a dump site, shall be disposed in accordance with Section 669 of the IDOT "Standard Specifications" and as directed by the Engineer. The Contractor is fully and solely responsible for completing this work and submitting all required documentation to the Village. Intermediate stockpiling of the soil, if necessary, shall be Contractor's responsibility and shall be done on his/her premises. Soil stockpiled, if certified as contaminated, shall be immediately removed and relocated by the Contractor.

Cost of uncontaminated soil disposal from all locations shall be considered included in the cost of the associated unit price work for the affected pay items and no additional compensation will be allowed.

BASIS OF PAYMENT: Said Removal and disposal of contaminated soil will be measured and paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF CONTAMINATED SOIL. Said price shall include transport, temporary staging and additional testing of soil (if necessary) on Contractors premises, and disposal of soil at permitted landfill facilities, the cost of all labor, material and equipment required to complete this work.

15. TOPSOIL FURNISH AND PLACE, SPECIAL, 6"

This work consists of furnishing and placing topsoil and seed at locations as determined by the Engineer.

CONSTRUCTION REQUIREMENTS: The work shall be done in accordance with Sections 211 of the "Standard Specifications for Road and Bridge Construction". After topsoil is placed and finished, Class 1 Seed per Section 250 (KY Bluegrass, Perennial Rye, Creeping Red Rescue mixture) shall be broadcast at a rate of 200 lb/acre and raked into the topsoil.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH & PLACE, SPECIAL, 6". This price shall include all labor, material, and equipment to complete this item. Preparation of ground surface including removal of existing sod, clearing and disposal of surplus material will not be paid for separately, but shall be considered included in this pay item.

16. ADJUST STRUCTURE

This work shall consist of adjusting the frames, with grate or lids, of existing drainage and utility structures at locations as determined by the Engineer.

The work shall be performed as shown on the plans, in accordance with Section 603 of the IDOT Standard Specifications. All material resulting from this work shall be disposed of according to Section 202.03 and shall be included in this work and shall not be measured and paid for separately.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per each for ADJUST STRUCTURE. This price shall include all labor, material, and equipment to complete this item.

17. REMOVE AND RESET BRICK PAVERS

This item shall be used for removal and resetting existing brick pavers in parkway areas. The brick pavers shall be removed and reset by the Contractor. Where required, pavers shall be cut with masonry or concrete saw. Edges shall be plumb and straight, scoring and breaking will not be acceptable. Joints between the pavers shall be filled by sweeping sharp sand into the joints. When all joints have been filled, the surface of the pavers shall be swept clean of sand. The pavers shall be mechanically compacted into the sand cushion, with all surface edges made flush to adjoining pavers and/or concrete surfaces.

The Contractor is responsible for protecting and storage of the pre-existing brick pavers removed during the construction process. Additional brick pavers may need to be purchased and will not be paid for separately.

1. Qualifications
   a. The Contractor shall provide evidence that his firm or proposed subcontractor has sufficient experience in brick paving work by means of references.
2. Delivery
   a. Brick pavers shall be delivered to the site in steel banded, plastic banded or plastic wrapped cubes capable of transfer by forklift or clamp lift. The pavers shall be unloaded at the job site in such a manner that no damage occurs to the product.
   b. Sand shall be covered with waterproof covering to prevent exposure to rainfall or removal by wind. The covering shall be secured in place.
3. Brick Pavers

   Paveloc Paving stones by Paveloc Industries, or approved equal shall be used. Selection shall be approved by the Engineer and Village representative.
   a. Brick pavers shall be approximately 8.40" x 4.19" x 2.38" in size. Length, width or height of bricks shall not differ by more than 1/16 of an inch from specified dimensions.
   b. All pavers shall have a minimum compressive strength of 14,000 PSI.
   c. Paver colors are shown on the plans and details to be approved by the Village Representative.
   d. Brick Pavers taken from Village stock shall be replaced at no additional cost to the contract.
4. Base
   a. Sub-Base shall be constructed in accordance with Section 311 of the Standard Specifications.
5. Filter Fabric

   Filter Fabric shall be installed on top of the Asphalt Base Course material. Fabric shall be as specified in Section 282. Fabric shall be laid flat without wrinkles or folds, it shall be cut as required to fit around

obstacles. Strips of fabric shall overlap 6 inches at the seams. Fabric shall be wrapped up the side face of the concrete curb, plastic paver restraint, concrete trim, utility grates, boxes and poles and sidewalks. Fabric shall extend under the sand setting bed a minimum of 18" from all edges as described above. After installation of the sand setting bed, the fabric shall be trimmed to 1/2" below finish grade.

6. Edge Restraint

   In areas where brick pavers abut lawn or planting areas, the pavers shall be held in place with an aluminum edge restraint. The restraint shall be Permaloc, Structuredge, 1/8" x 1 -5/8", mill finish, or an approved equal.

   Edging shall be constructed of aluminum in minimum 8' long sections. Sections shall fasten together in such a manner as to provide strong uniform edge along the entire length. Edge shall have an 'L' shape in which to set pavers and a buttress attachment on the backside of the edging that allows use of spikes. Edging shall be spiked every 12 inches into the bituminous concrete surface with 10" spiral steel spikes. Along straight sections, a straight edging product shall be used that the edging remains straight and true. At curves and radii, a flexible edging product shall be used such that the edging requires no special cutting of folding to achieve a smooth continuous curve. Install edge restraint true to grade, in location and layout as indicated on drawings. When edging runs into utility structures, neatly cut the edging at the structure and continue in a straight line at the other side.

7. Sand Course

   Bedding and joint sand shall be clean, non-plastic, and free from deleterious foreign matter. The sand shall be natural or manufactured from the crushed rock. Limestone screenings or stone dust shall not be used. Grading of sand samples for the setting bed shall meet the requirements of Section 1003 for FA 2. Mason sand shall not be used.

8. Paver Joint Material

   Paver joint materials shall be the same as that used for the sand course.

9. Installation

   a. No paver setting work shall be performed when the underlayment has free moisture, ice, or snow, or when the sand or base materials are frozen.

   b. Sand setting bed shall be spread over the subbase as a setting bed for pavers. Sand shall be spread 1 in. thick and leveled to required slope and grade. Minimum thickness of sand shall be 1 in. after leveling. Bed shall not be compacted until pavers are installed. Surface tolerance shall be within 1/4" in. of required grade.

   c. Place pavers by hand in straight courses with hand tight joints and uniform top surface. Joints between the pavers shall be uniformly 2 to 3 mm wide. Good alignment shall be kept and patterns shall be as shown on plans and details.

d. Protect the alignment and elevations of the newly laid pavers with plywood sheeting at all times. Advance the plywood as work progresses and maintain plywood protection over all areas subject to movement of materials, workers and equipment.

e. Pavers shall be cut only when necessary and used in courses as indicated on plans and details. Cutting shall be done with a masonry saw and shall be neat and straight, with no blemishes to the paver's surface. Fill gaps at the inside edge of the soldier course border with cut pavers.

f. Joints in the underlayment, if any, shall not reflect up through the setting bed and paver system.

g. Use a low amplitude, high frequency plate vibrator to vibrate the pavers into the sand. Compaction equipment shall have a minimum centrifugal compaction force of 13kN.

h. The pavers shall be compacted after setting; the sand shall be swept into the dry joints and vibrated until they are full. This will require at least two or three passes with the vibrator.

i. All work to within 1 yard of the laying face must be left fully compacted with sand filled joints at the completion of each day.

j. Sweep off excess sand when the job is complete.

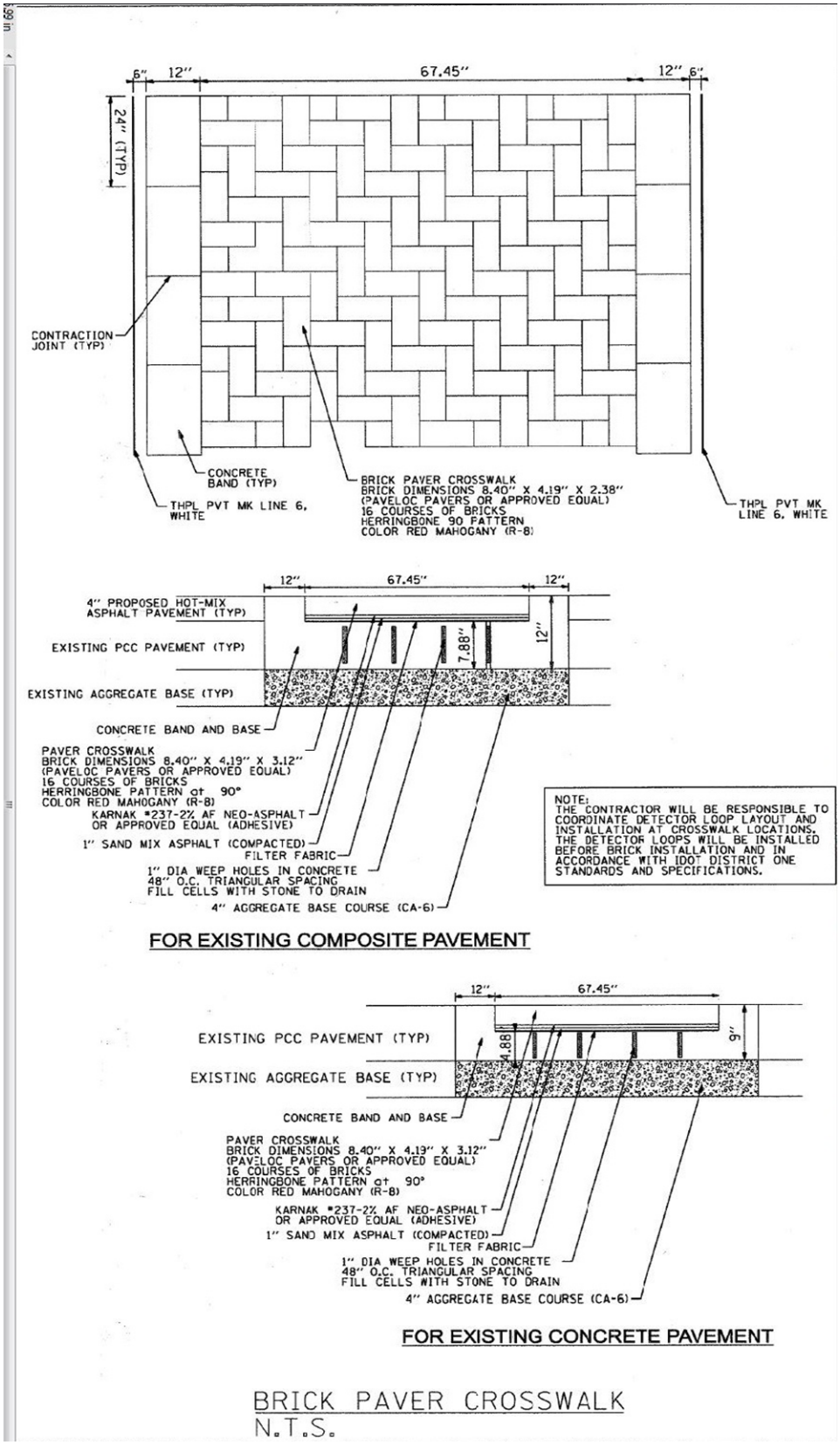
k. The final surface elevations of pavers shall be within 1/8" in. of required grade.

l. The surface elevation of pavers shall be 1/4" above adjacent drainage inlets, curbs, concrete collars or channels.

m. After removal of excess sand, check final elevations for conformance to the drawings.

n. After installation of pavers is complete, backfill around the perimeter with the proper amount of topsoil, placing sod directly up to the pavers so that the brick edge restraint is completely concealed.

BASIS OF PAYMENT: This work will be paid for at the Contract unit price per Square Foot for REMOVE AND RESET BRICK PAVERS which price shall include all costs for furnishing all labor, material, and equipment necessary to remove and re-install the sand cushion, and the brick pavers in accordance with the Specifications.


6"
12"
67.45"
12"
6"
2.4" (TYP)
CONTRACTION JOINT (TYP)
CONCRETE BAND (TYP)
THPL PVT MK LINE 6, WHITE
BRICK PAVER CROSSWALK
BRICK DIMENSIONS 8.40" X 4.19" X 2.38"
(PAVELOC PAVERS OR APPROVED EQUAL)
16 COURSES OF BRICKS
HERRINGBONE 90 PATTERN
COLOR RED MAHOGANY (R-8)
THPL PVT MK LINE 6, WHITE
12"
67.45"
12"
4" PROPOSED HOT-MIX ASPHALT PAVEMENT (TYP)
EXISTING PCC PAVEMENT (TYP)
EXISTING AGGREGATE BASE (TYP)
7.88"
12"
CONCRETE BAND AND BASE
PAVER CROSSWALK
BRICK DIMENSIONS 8.40" X 4.19" X 3.12"
(PAVELOC PAVERS OR APPROVED EQUAL)
16 COURSES OF BRICKS
HERRINGBONE PATTERN @ 90°
COLOR RED MAHOGANY (R-8)
KARNAK #237-2% AF NEO-ASPHALT
OR APPROVED EQUAL (ADHESIVE)
1" SAND MIX ASPHALT (COMPACTED)
FILTER FABRIC
1" DIA WEEP HOLES IN CONCRETE
48" O.C. TRIANGULAR SPACING
FILL CELLS WITH STONE TO DRAIN
4" AGGREGATE BASE COURSE (CA-6)
NOTE:
THE CONTRACTOR WILL BE RESPONSIBLE TO COORDINATE DETECTOR LOOP LAYOUT AND INSTALLATION AT CROSSWALK LOCATIONS. THE DETECTOR LOOPS WILL BE INSTALLED BEFORE BRICK INSTALLATION AND IN ACCORDANCE WITH IDOT DISTRICT ONE STANDARDS AND SPECIFICATIONS.
FOR EXISTING COMPOSITE PAVEMENT
12"
67.45"
EXISTING PCC PAVEMENT (TYP)
EXISTING AGGREGATE BASE (TYP)
4.88"
9"
CONCRETE BAND AND BASE
PAVER CROSSWALK
BRICK DIMENSIONS 8.40" X 4.19" X 3.12"
(PAVELOC PAVERS OR APPROVED EQUAL)
16 COURSES OF BRICKS
HERRINGBONE PATTERN @ 90°
COLOR RED MAHOGANY (R-8)
KARNAK #237-2% AF NEO-ASPHALT
OR APPROVED EQUAL (ADHESIVE)
1" SAND MIX ASPHALT (COMPACTED)
FILTER FABRIC
1" DIA WEEP HOLES IN CONCRETE
48" O.C. TRIANGULAR SPACING
FILL CELLS WITH STONE TO DRAIN
4" AGGREGATE BASE COURSE (CA-6)
FOR EXISTING CONCRETE PAVEMENT
BRICK PAVER CROSSWALK
N.T.S.

18. & 19. REMOVE AND REPLACE BRICK PAVER CROSSWALK AND REMOVE AND REPLACE CONCRETE BASE COURSE

This item shall be in accordance with the special provision, and the plans and details. This work consists of providing all equipment, materials and labor necessary for earth excavation, to reconstruct concrete paving and brick pavers on a prepared stabilized sub-base, repaired concrete base, and sand setting bed as specified at the locations marked on the Plans and as directed by the Engineer. Removal of existing pavement shall be paid for separately.

Paving Patterns: Patterns vary; see plans for detailed paver layout. In general, the paving patterns shall be a herringbone pattern. The Concrete bands shall have control joints 2' O.C. as shown on the plans.

1. Qualifications
   a. The Contractor shall provide evidence that his firm or proposed subcontractor has sufficient experience in concrete and brick paving work by means of references.
2. Delivery
   a. Brick pavers shall be delivered to the site in steel banded, plastic banded or plastic wrapped cubes capable of transfer by forklift or clamp lift. The pavers shall be unloaded at the job site in such a manner that no damage occurs to the product.
   b. Sand shall be covered with waterproof covering to prevent exposure to rainfall or removal by wind. The covering shall be secured in place.
3. Brick Pavers
   a. Paveloc Paving stones by Paveloc Industries, or approved equal shall be used. Selection shall be approved by the Engineer and Village representative.
   b. Brick pavers shall be heavy duty, extra thick, approximately 8.40" x 4.19" x 3.12" in size. Length, width or height of bricks shall not differ by more than 1/16 of an inch from specified dimensions.
   c. All pavers shall have a minimum compressive strength of 14,000 PSI.
   d. Paver color is shown on the plans and details to be approved by the Village Representative.
4. Base
   a. Sub-Base shall be constructed in accordance with Section 311 of the Standard Specifications.
   b. Concrete Base Course:

      Concrete Base Course shall be repaired if feasible. Repair of base shall include cleaning of cracks in the base course and patching cracks with crack sealer. If replacement is required, the base shall be constructed in accordance with Section 420 of the Standard Specifications. Provide weep holes as indicated on the plans. Concrete base course replacement patches shall include drilling and

grouting epoxy coated #5 dowel bars at 24” O.C. Fill weep holes with clear stone aggregate to drain. Concrete base course shall be paid for separately.

5. Concrete Bands

   a. Concrete bands shall be constructed to match existing per Section 420 of the Standard Specifications, with control joints at 2ft. O.C.

6. Filter Fabric

   Filter Fabric shall be installed on top of the Concrete Base Course. Fabric shall be as specified in Section 282. Fabric shall be laid flat without wrinkles or folds, it shall be cut as required to fit around obstacles. Strips of fabric shall overlap 6 inches at the seams. Fabric shall be wrapped up the side face of the concrete curb, plastic paver restraint, concrete trim, utility grates, boxes and poles and sidewalks. Fabric shall extend under the sand setting bed a minimum of 18" from all edges as described above. After installation of the polymeric sand setting bed, the fabric shall be trimmed to 1/2" below finish grade.

7. Sand Course

   Bedding sand shall be clean, non-plastic, and free from deleterious foreign matter. The sand shall be natural or manufactured from crushed rock. Limestone screenings or stone dust shall not be used. Grading of sand samples for the setting bed shall meet the requirements of Section 1003 for FA 2. Mason sand shall not be used.

8. Paver Joint Material

   Paver joint materials shall be Polymeric Sand, or approved equal, clean, and free from deleterious foreign matter. Limestone screenings, stone dust, or plain sand shall not be used.

9. Installation

   a. No paver setting work shall be performed when the underlayment has free moisture, ice, or snow, or when the sand or base materials are frozen.

   b. Sand setting bed shall be spread over the base as a setting bed for pavers. Sand shall be leveled to required slope and grade. Minimum thickness of sand shall be 1/2 in. after leveling. Bed shall not be compacted until pavers are installed. Surface tolerance shall be within 1/8" in. of required grade.

   c. Place pavers by hand in straight courses with hand tight joints and uniform top s urface. Joints between the pavers shall be uniformly 2 to 3 mm wide. Good alignment shall be kept and patterns shall be as shown on plans and details.

   d. Protect the alignment and elevations of the newly laid pavers with plywood sheeting at all times. Advance the plywood as work progresses and maintain plywood protection over all areas subject to movement of materials, workers and equipment.

   e. Pavers shall be cut only when necessary and used in courses as indicated on plans and details. Cutting shall be done with a masonry saw and shall be neat and straight, with no blemishes to the paver's surface. Fill gaps at the inside edge of the soldier course border with cut pavers.

   f. Joints in the underlayment, if any, shall not reflect up through the setting bed and paver system.

g. Use allow amplitude, high frequency plate vibrator to vibrate the pavers into the sand. Compaction equipment shall have a minimum centrifugal compaction force of 13kN.

h. The pavers shall be compacted after setting; the sand shall be swept into the joints and vibrated until they are full. This will require at least two or three passes with the vibrator.

i. All work to within 1 yard of the laying face must be left fully compacted with sand filled joints at the completion of each day.

j. Sweep off excess sand when the job is complete.

k. The final surface elevations of pavers shall be within 1/8" of required grade.

l. The surface elevation of pavers shall be 1/4" above adjacent drainage inlets, curbs, concrete collars or channels.

m. After removal of excess sand, check final elevations for conformance to the drawings.

n. After installation of pavers is complete, backfill around the perimeter with the proper amount of topsoil, placing sod directly up to the pavers so that the brick edge restraint is completely concealed.

Method of Measurement: Brick paver crosswalks shall be measured in place in square feet. Concrete base shall be measured in place in square yard.

BASIS OF PAYMENT: Brick paver crosswalks shall be paid for at the contract unit price per square foot for REMOVE AND REPLACE BRICK PAVER CROSSWALK which price shall include furnishing all equipment, material and labor necessary for earth excavation, to construct the sand course, weed barrier fabric, sub-base, brick pavers, concrete base course and paving band repair, concrete, and sand joints. Concrete base course for crosswalks shall be paid for at the contract unit price per square yard for REMOVE AND REPLACE CONCRETE BASE COURSE which price shall include furnishing all equipment, material and labor necessary for earth excavation, sub-base, frill and grouting of dowel bars, concrete base course, and concrete paving bands.

20. SIGN PANEL - TYPE 1

The work shall be performed as shown on the plans, in accordance with Section 720 of the IDOT Standard Specifications.

21. METAL POST - TYPE B

The work shall be performed as shown on the plans, in accordance with Section 729 of the IDOT Standard Specifications.

END ATTACHMENT B

VILLAGE OF NILES32

CONTRACT FOR THE CONSTRUCTION OF THE 2024 SIDEWALK-CURB AND GUTTER PROGRAM

ATTACHMENT C

LIST OF DOCUMENTS/DRAWINGS

DOCUMENT NOS.	DOCUMENT TITLES	DATE LAST REVISED
1	Certificate of Insurance	*TBD*
2	Performance Bond	*TBD*
3	Apparent Low Bidder's Bid package *	*TBD*
4	Addendum (if applicable)	*TBD*

Purchasing Division
1000 Civic Center Drive
Niles, IL 60714
(847) 588-8000

SPECIFICATIONS AND INVITATION TO BID

2024 SIDWALK, CURB & GUTTER PROGRAM

Company Name: Schroeder & Schroeder, Inc.

Address: 7306 Central Park

City: Skokie State: IL Zip 60076

Area Code/Phone: 847-933-0526 Email: mary@schroederconcrete.net

Contact(s) Mary Brount / Andrew Joiner

Signature: Mary Brount Date: 5/29/20024

Date of Completion: TBD

Bid Deposit: 5% Electronic Bid Bond

Performance Bond: 100% Performance Bond or Certified or Cashier's Check

MUST COMPLY WITH AMENDED ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/.01 et seq.

MUST COMPLY WITH EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT, 30 ILCS 570/0.01 et seq.

Published: Wednesday, May 15, 2024

Date/Time of Bid Closing: Wednesday, May 29, 2024 - 12:00 Noon

Date/Time of Bid Opening: Wednesday, May 29, 2024 - 3:00 P.M.

Date/Time of Bid Award: Tuesday, June 25, 2024 - 8-9:30 P.M.

Bid Prices and Conditions Must Be Guaranteed for 90 Days.

Note: A) All inquiries are to be made in writing and directed to Susan Bus, the Village Purchasing Manager at slb@vniles.com (5) five days prior to Bid Opening to allow sufficient time for a written response.

B) All pages of the Front End Documents and all other required documents by the contractor, such as figures, signatures, references, bid bond, etc., must be filled in for consideration in this bid. THESE ARE IMPORTANT PARTS OF THE BID PROPOSAL. FAILURE TO COMPLY MAY BE CAUSE FOR BID REJECTION.



CHECK LIST

DOCUMENTS REQUIRED FOR BID TO BE RESPONSIVE

- **Electronic Bid Bond for Deposit**
- **Must submit Unit Pricing on the Online Bid Form**
- **Village of Niles Front End Documents - Pages 1-27**

VILLAGE OF NILES
PURCHASING DIVISION
1000 Civic Center Drive
NILES, ILLINOIS 60714
(847) 588-8000

LEGAL NOTICE

The Village of Niles will be accepting proposals for the:

2024 SIDEWALK, CURB & GUTTER PROGRAM

Specifications, general Information and proposal forms are available at QuestCDN via www.questcdn.com. Documents for Project 9105699 will be available on May 15, 2024, and can be viewed at no charge, downloaded for a $22.00 fee and a $42.00 fee to submit your proposal online via QuestCDN.

MUST COMPLY WITH AMENDED ILLINOIS PREVAILING WAGE ACT, 820 ILCS 130/.01 et seq.

MUST COMPLY WITH EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT, 30 ILCS 570/0.01 et seq.

Only Electronic proposals will be accepted until 12:00 Noon, Wednesday, May 29, 2024, via QuestCDN.

Proposals will be electronically opened in person at 3:00 P.M., Wednesday, May 29, 2024 at the Village of Niles Administration Building, 1000 Civic Center Drive, Niles, Illinois 60714. Contract will be awarded at the Village of Niles Board Meeting on Tuesday, June 25, 2024.

Nothing herein is intended to exclude any responsible firm, or in any way restrain, or restrict competition. All responsible and eligible firms are encouraged to submit proposals. The Village reserves the right to accept or reject any or all proposals, to waive informalities or technicalities in any proposal, and to accept the proposal which it deems to be in the best interests of the Village.

VILLAGE OF NILES

PROPOSAL

The undersigned having become familiar with the local conditions affecting the cost of the **2024 Sidewalk, Curb and Gutter Program** for the Village of Niles, Illinois, and with all the Contract Documents including the Legal Advertisement, Specifications and Conditions and the Proposal, hereby proposes to provide the price of:

Three hundred nineteen thousand eight hundred twenty-two and 50/100 in accordance with all provisions of the Contract Documents.

1. In submitting this bid, it is understood that the right is reserved by the Village of Niles, Illinois, to reject any and all bids for any reasons in the best interest of the Village. The undersigned proposes and agrees to execute and deliver the contract in the prescribed form.

2. Security in the sum of 5% Bid Bond Dollars ($_____) in the form of a Bid Bond Is submitted herewith in accordance with the Bid Specifications and Contract Document.

3. The Bidder agrees to sign and notarize a Non-Collusion Affidavit and to submit same with bid.

4. Scheduled Date of Completion TBD

A. If the Bidder is a Corporation, use this signature block:

Schroeder & Schroeder, Inc.

a Corporation, organized and existing under the laws of the State of Illinois

By: _____
Title President

Attest: _____
Secretary (SEAL)

B. If the business is a Partnership, use this signature block:

_____

a Partnership, organized and existing under the laws of the State of_____

C. If the Bidder is an Individual, use this signature block:

_____

an Individual doing business as

_____

(Note: If the Bidder is a corporation, affix corporate seal and list below the names of its President, Treasurer and General Manager if any: If a Partnership, give full names and residential addresses of all partners; and if an Individual, give residential address if different from business address.)

CORPORATION:	PARTNERSHIP:
Joseph V. Vrabel	_____
President	
Mary L. Brount	_____
Treasurer	
Mary L. Brount	_____
Secretary	
Ignacio Torres - Vice President	_____
General Manager	

INDIVIDUAL:

_____

_____

(Failure to sign or affix seal could delay the awarding of the bid.)

VILLAGE OF NILES, ILLINOIS

ANTICOLLUSION AFFIDAVIT OF COMPLIANCE

The party making the foregoing Proposal or bid, that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

SENATE BILL 2002 PURCHASING PROCEDURES - CERTIFICATE OF COMPLIANCE

Further, that he is not barred from bidding as a result of a violation of the bid rigging or bid rotating sections of Public Act 85-1295 (which emerged from Senate Bill 2002-effective 1/1/89).

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Companies doing work on State funded Public Works projects need to certify that 90% of their workers assigned to the project are Illinois residents when the unemployment rate exceeds 5%.

NON-DISCRIMINATION

Further, the undersigned, by signing and submitting this Bid, certifies that his firm does not and will not discriminate in its employment practices against persons because of their race, religion, sex, or place of national origin, and that the subcontractors will so certify in their own contracts. Contractor and subcontractors will pay prevailing wage rates and be licensed to operate in their respective trades within the Village of Niles.

SEXUAL HARASSMENT

The undersigned further acknowledges the illegality of sexual harassment and acknowledges, understands and is in compliance with Illinois Public Act 87-1257.

PATRIOT ACT:

Contract Representation and Warranty: The Parties represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

Mary L. Brount — Mary L. Brount, Secretary

Name of Bidder if Bidder is an Individual
Name of Partner if Bidder is a Partnership
Name of Officer if Bidder is a Corporation
Subscribed and sworn to me this

29th day of May, 2024.

"OFFICIAL SEAL"
JENNYFER MORALES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/1/2027

By: Jennyfer Morales

The above statements must be subscribed and sworn to before a notary public

Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

Demographic Information

Schroeder & Schroeder, Inc. — Vendor Name
5/29/2024 — Date

Is the Vendor…

1. A Women Owned Business? YES _____ NO X
2. A Veteran Owned Business? YES _____ NO X
3. A Business as defined in the Business Enterprise for Minorities, Women and Persons with Disabilities? YES _____ NO X

Does the Vendor hold any certifications for the above categories? YES _____ NO X

Is the Vendor Self-Certifying and qualifies as a small business under U.S. Small Business Administration (SBA) standards? YES _____ NO X

Name of Subcontractor: N/A

Is the Subcontractor…

1. A Women Owned Business? YES _____ NO _____
2. A Veteran Owned Business? YES _____ NO _____
3. A Business as defined in the Business Enterprise for Minorities, Women and Persons with Disabilities? YES _____ NO _____

Does the Subcontractor hold any certifications for the above categories? YES _____ NO _____

Is the Subcontractor Self-Certifying and qualifies as a small business under U.S. Small Business Administration (SBA) standards? YES _____ NO _____

Additional sheets must be submitted for each additional subcontractor.

Vendor Signature Mary L. Bount

Subcontractor Signature _____

"BIDDER INSPECTION COMPLIANCE FORM"

This to certify that Andrew Joiner of
Individual's Name (Please print)

Schroeder & Schroeder, Inc.
Company Name (Please print)

has visited and inspected the site for this project

on N/A at N/A am/pm
Date Time

Signature of Contractor

5/29/2024
Date

Please Note:
This form must be completed for all Village work only - This does not include products.
It is the Bidder's responsibility to make himself fully acquainted with the conditions of the work areas. Submission of a bid will assume that the Bidder has included all labor and material necessary in the bid price to fully complete the work. Construction operations and safety are the exclusive responsibility of the Contractor.

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

DEFINITION OF TERMS

A. Bidder – Any individual, firm or corporation, submitting a Proposal for the goods or services contemplated, acting directly or through a duly authorized representative.
B. Contractor – The Bidder awarded the Contract.
C. Proposal – The offer of a Bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
D. Proposal Guaranty – The security designated in a Proposal to be furnished by the Bidder as a guarantee that said Bidder would enter into a Contract for the acceptable performance of the work and will furnish the required Contract Bond, if the work is awarded to him.
E. Prevailing Wage – Wages as determined by Illinois Department of Labor. Conciliation and Mediation Division in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., at the time of contract execution.
F. Contract - Duly executed written agreement between the Village of Niles and the Bidder incorporating the terms and conditions of the award and the parties obligations thereunder. In the event that any terms and conditions of this document conflict with the final Contract, the terms of the Contract shall prevail.

AWARD OF CONTRACT

A contract will be awarded to that responsible Bidder whose bid, conforming to the Invitation to Bid, will be most advantageous to the Village, price and other factors considered. The Village reserves the right to accept or reject any or all Proposals, to waive informalities or technicalities in any Proposal, and to accept the Proposal which it deems to be in the best interests of the Village.

QUESTCDN

Specifications, general information and proposal forms are available at QuestCDN via www.questcdn.com. The bid documents for Project 9105699 can be viewed at no charge, downloaded for a $22.00 fee and a $42.00 fee to submit your proposal online via QuestCDN. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions and procedures.

PREPARATION OF PROPOSAL

The Contract Documents may be obtained at the Office of: QuestCDN at www.questcdn.com upon payment of $22.00 for each set. Bidders will be charged a fee of $42.00 to submit a bid electronically. The Bidder **must** submit the **Proposal electronically via QuestCDN.** All blank spaces on the Proposal form must be filled in. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or signed name of a corporation by an officer whose title shall be stated.

TAXES NOT APPLICABLE

The Village of Niles as a municipality pays neither Federal Excise Tax nor Illinois retailer's occupational tax, and therefore these taxes should be excluded from Proposals.

WITHDRAWAL OF PROPOSALS

No Bidder shall withdraw or cancel his Proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of Proposals; the successful Bidder shall not withdraw or cancel his Proposal after having been notified by the Purchasing Manager or designee that said Proposal has been accepted by the Village Board of Trustees. The Village Board of Trustees reserves the right to accept or reject any and all bids or waive technicalities, or accept any Proposal.

BID DEPOSIT

A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty five dollars ($25.00). **Such bid deposit shall be in the form of an electronic bid bond.** If a bid deposit is required, it will be indicated accordingly on the front sheet of the bid.

The Village may call in the bid bond in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his bid and according to the plans and specifications in case the contract shall be awarded to him. Bids shall be opened at the hour and place as stated in the Notice to Bidders (contained herein).

EXECUTION OF BOND
The successful Bidder, within fifteen (15) calendar days after acceptance of the Bidder's Proposal by the Village, shall furnish a satisfactory payment and performance bond for the full amount of the Contract when required under the documents.

LICENSE/REGISTRATION
The General Contractor must have a current contractor's license/registration with the Village of Niles.

PERMITS
The General Contractor must apply for a permit for the awarded project. The permit will be issued at no charge.

COMPETENCY OF BIDDER
No Proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Purchasing Manager of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and Proposals.

CATALOGS
Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

SUBLETTING OF CONTRACT
No contract awarded by the Village of Niles shall be assigned or any part sub-contracted without the written consent of the Purchasing Manager or designee. In no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.

VILLAGE ORDINANCES
The Contractor will strictly comply with all ordinances of the Village of Niles and laws of the State of Illinois.

COMPLIANCE WITH LAWS AND REGULATIONS
The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees. Contractor further agrees and shall certify to Village that Contractor is compliant with this provision.

INSPECTION
The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager or authorized representative as not in accordance with the contract specifications shall be replaced by the Contractor at no cost to the Village.

USE OF TRADE NAMES
In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish

an "equal", the proposed "equal" item must be so indicated in the written Proposal. The Village shall be the sole determiner of the equalness of the substitute offered.

DELIVERIES
All materials shipped to the Village of Niles must be shipped F.O.B. Niles, Illinois.

INTERPRETATION OF CONTRACT DOCUMENTS
Any Bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may request an interpretation thereof from the Purchasing Manager. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Bidder, or in the event The Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Purchasing Manager. No oral explanations will be binding.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be emailed to all prospective Bidders that have downloaded the bid documents and posted on the Village's website. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Bidders responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

Any and all special conditions and specifications attached hereto, which vary from the general terms and conditions, shall have precedence.

HOLD HARMLESS
Bidder agrees to indemnify, save harmless and defend the Village of Niles, its agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

TERMINATION OF CONTRACT
The Village reserves the right to terminate the whole or any part of the Contract, upon written notice to the Bidder, in the event that sufficient funds to complete the contract are not appropriated by the Village of Niles. The Village further reserves the right to terminate the whole or any part of the Contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of the Contract in accordance with its terms.

In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and the fault or negligence of the Bidde

INSURANCE

A. **Worker's Compensation and Employer's Liability** with limits not less than:
   a. Worker's Compensation: Statutory;
   b. Employer's Liability: $1,000,000 injury-per occurrence
   c. To include bodily injury or disease. Such insurance shall evidence that coverage applies in the State of Illinois.

B. **Comprehensive Motor Vehicle Liability** with limits for vehicles owned, non-owned or rented not less than:
   a. Automotive Liability Combined Single Limit: $1,000,000 per accident

C. **Commercial General Liability** with coverage written on an "occurrence" as is and with limits no less than:
   a. Each Occurrence: $2,000,000, to include Insurance Services Office (ISO) Form CG 00-01
   b. General Aggregate: $3,000,000
   c. Coverage to include products and completed operations property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

D. **Professional Liability** (if Design/Build) with coverage written on an "occurrence" as is and with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

E. **Coverage's shall include:**
   a. Premises/Operations
   b. Independent Contractors
   c. Personal Injury (with Employment Exclusion deleted)
   d. Broad Form Property Damage Endorsement
   e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

F. **Umbrella Policy.** The required coverage's 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. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount $3,000,000 per occurrence or claim, which may be adjusted dependent on the scope and scale of the project.

G. **Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

   a. The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

   b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

   c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Village.

   d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

e. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Village for all work performed by the Contractor, its employees, agents and subcontractors.

f. Verification of Coverage: Contractor shall furnish the Village with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Village before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

g. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Village is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

FREEDOM OF INFORMATION ACT

Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

PREVAILING WAGE

The Contractor is required to pay wage rates in accordance with the Illinois Prevailing Wage Act (Illinois Compiled Statutes, Chapter 820, par. 130-1 to 130-12).

- **Effective August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project (*Amendment attached).**
- **The Village of Niles can withhold payment if the monthly certified payrolls have not been received.**
- **Effective January 1, 2008, Public Act 095-0635 amended the Prevailing Wage Act by requiring public works contractors, before work commences, to file with the public body, certification that they have a substance abuse program and provide drug testing.**

The Village has adopted the prevailing wages as determined by the Illinois Department of Labor for Cook County. Such prevailing wage rates establish the minimum wages, overtime rate and fringe benefits to be paid by the Contractor and any subcontractors to all laborers, workers, mechanics, and owner/operators employed under this contract. The Contractor shall post a copy of the enclosed scale of prevailing wages to be paid in a prominent and easily accessible place at the site of the work. Any revisions to the General Wage Decision prior to the date of the contract shall be in force for the duration of the contract. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing

wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. Contractor to provide the pay scale for the employees/contractors on the project.

SUBMISSION OF CERTIFIED PAYROLL

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Niles pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Contractor and each subcontractor shall ,no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

PAYROLL RECORDS

The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

To receive payment for work conducted for the Village of Niles, contractors must provide the email certification and a copy of the data (certified payroll) received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

SUBMISSION OF WAIVERS

Partial and/or Final Waivers must be attached to each pay request. <u>The Village of Niles does not allow trailing waivers.</u>

EMPLOYEE INTERVIEWS

The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

Cook County Prevailing Wage Rates posted on 4/15/2024

						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		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION ELECTRICIAN	All	BLD		48.66	58.37	1.5	1.5	2.0	2.0	13.90	14.40	1.25	1.31	0.25	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	ALL		53.80	58.37	1.5	1.5	2.0	2.0	18.65	19.55	1.25	1.81	0.60	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00

Cook County Prevailing Wage Rates posted on 4/15/2024

OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	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		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		51.15	55.24	1.5	1.5	2.0	2.0	14.18	28.45	0.00	1.05	0.00	0.00	0.00

Cook County Prevailing Wage Rates posted on 4/15/2024

SIGN HANGER	All	BLD		35.72	38.58	1.5	1.5	2.0	2.0	7.15	4.60	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
SURVEY WORKER	All	BLD		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
SURVEY WORKER	All	HWY		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	41.75	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	42.00	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	42.20	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	42.40	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	42.18	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	42.33	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	42.53	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	42.73	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	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.

Explanations COOK 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.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

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.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

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.

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.

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 - EAST & WEST

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 80 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.

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".

2005 Prevailing Wage Act Changes

Certified Payroll Requirements (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, 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 the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works 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. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased Penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1,2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1,2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of $5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

QUALIFICATIONS:

List firms or organizations for whom you have done similar work

Please list recent references:

1. See Attached
Name of Firm

Person to contact - Title Phone No.

2.
Name of Firm

Person to contact - Title Phone No.

3.
Name of Firm

Person to contact - Title Phone No.

This page must be completed in order for your bid to be considered.

Schroeder & Schroeder Inc.
CONCRETE CONTRACTORS
7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076
PHONE 847-933-0526 · FAX 847-933-0528

REFERENCES (2023):

Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
Michele Zimmerman
mzimmerman@algonquin.org
(847) 658-2700
Concrete Flatwork

Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091
Dan Manis
manisd@wilmette.com
(847) 853-7602
Concrete Flatwork

Village of Schaumburg
714 S. Plum Grove Road
Schaumburg, IL 60193
Brandon Stahl
BStahl@eeiweb.com
(630) 878-2608
Concrete Flatwork

Village of Mt. Prospect
1700 W. Central Road
Mt. Prospect, IL 60056
Scott Moe
SMOE@mountprospect.org
(847) 870-5640
Concrete Flatwork

Village of Northbrook
655 Huehl Road
Northbrook, IL 60062
Jim Huff
James.huff@northbrook.il.us
(847) 272-4711
Concrete Flatwork

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of _____
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

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	1	2	3	4	5	
Contract Number	FOX RIVER GROVE	SCHILLER PARK	MT PROSPECT	ELMHURST	WAUKEGAN	
Contract With	BUILDERS	BROTHERS	DEVINCI	JOHNSON	SCHROEDER ASPHALT	
Estimated Completion Date	30-Jun	30-Jun	1-Jun	15-Aug	30-Jul	
Total Contract Price	$115,778.00	$990,346.00	$20,000.00	$1,196,712.00	$1,895,408.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						$ -
Uncompleted Dollar Value if Firm is the Subcontractor	$ 115,778.00	$ 990,346.00	$ 20,000.00	$1,196,712.00	$1,895,408.00	$ 4,218,244.00
			Total Value of All Work			$ 4,218,244.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$115,778.00	$990,346.00	$20,000.00	$1,196,712.00	$ 1,895,408.00	4,218,244.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) BRICK WORK						0.00
Totals	$ 115,778.00	$ 990,346.00	$ 20,000.00	$ 1,196,712.00	$ 1,895,408.00	$ 4,218,244.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

_____
Notary Public

My commission expires: _____

(Notary Seal)

Type or Print Name MARY L. BROUNT — SECRETARY
Officer or Director — Title

Signed _____

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Affidavit of Availability
For the Letting of _____
(Letting date)

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

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Part I. Work Under Contract

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	6	7	8	9	10	
Contract Number						
Contract With	BARTLETT	EVANSTON	GLENDALE HEIGHTS	LAKE BLUFF	LAKE FOREST	
Estimated Completion Date	9-30	8/15/2024	9/30/2024	8/15/2024	8/15/2024	
Total Contract Price	$ 100,000.00	$ 300,000.00	$225,000.00	$ 60,000.00	$ 250,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$ 100,000.00	$ 300,000.00	$225,000.00	$ 60,000.00	$ 250,000.00	$ 935,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						$ 4,218,244.00
					Total Value of All Work	$ 5,153,244.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 100,000.00	$ 300,000.00	$ 225,000.00	$ 60,000.00	$ 250,000.00	$ 5,153,244.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) TAR SEAL						0.00
						0.00
						0.00
Totals	$ 100,000.00	$ 300,000.00	$ 225,000.00	$ 60,000.00	$ 250,000.00	$ 5,153,244.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	6	7	8	9	10
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name MARY L. BROUNT (Officer or Director) SECRETARY (Title)

_____
Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

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For the Letting of _____
(Letting date)

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Part I. Work Under Contract

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	11	12	13	14	15	
Contract Number						
Contract With	NILES	NORTHFIELD	SCHAUMBURG 2024	SCHAUMBURG 2023	GLEN ELLYN	
Estimated Completion Date	5/1/2024	9/30/2024	11/15/2024	8/15/2024	9/30/2024	
Total Contract Price	$50,000.00	$25,000.00	$1,365,000.00	$340,000.00	$496,335.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$50,000.00	$25,000.00	$1,365,000.00	$340,000.00	$496,335.00	$ 3,211,335.00
Uncompleted Dollar Value if Firm is the Subcontractor						$ 4,218,244.00
				Total Value of All Work		$ 7,429,579.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage			20,000.00	5,000.00		25,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 50,000.00	$ 25,000.00	$ 1,330,000.00	$331,500.00	$ 496,335.00	$ 7,386,079.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)			15,000.00	3,500.00		18,500.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	$ 50,000.00	$ 25,000.00	$ 1,365,000.00	$ 340,000.00	$ 496,335.00	$ 7,429,579.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	11	12	13	14	15
Subcontractor			DEVINCI	DEVINCI	
Type of Work			SEWER	SEWER	
Subcontract Price			20,000.00	5,000.00	
Amount Uncompleted			20,000.00	5,000.00	
Subcontractor			PPM	PPM	
Type of Work			STRIPING	STRIPING	
Subcontract Price			15,000.00	3,500.00	
Amount Uncompleted			15,000.00	3,500.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	35,000.00	8,500.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name MARY L. BROUNT — Officer or Director

SECRETARY — Title

_____
Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
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	16	17	18	19	20	
Contract Number	WHEELING	ARLINGTON HTS				
Contract With	BUILDERS	BUILDERS	WINNETKA	SCHAUMBURG CDBG	ELMHURST	
Estimated Completion Date	9/30/2024	11/1/2024	8/15/2024	8/15/2024	9/30/2024	
Total Contract Price	$761,341.00	$1,296,870.00	$125,000.00	$125,457.00	$175,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			$125,000.00	$125,457.00	$175,000.00	$ 3,636,792.00
Uncompleted Dollar Value if Firm is the Subcontractor	$ 761,341.00	$ 1,296,870.00				$ 6,276,455.00
					Total Value of All Work	$ 9,913,247.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						25,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 761,341.00	$1,296,870.00	$ 125,000.00	$125,457.00	$175,000.00	$ 9,869,747.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						18,500.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	$ 761,341.00	$ 1,296,870.00	$ 125,000.00	$ 125,457.00	$ 175,000.00	$ 9,913,247.00

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Part III. Work Subcontracted to Others

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	16	17	18	19	20
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name MARY L. BROUNT — Officer or Director

SECRETARY — Title

_____
Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
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	21	22	23	24	25	
Contract Number	WARREN TWP	LIBERTYVILLE	MUNDELEIN	VERNON HILLS	IDOT	
Contract With	PETER BAKER	PETER BAKER	PETER BAKER	PETER BAKER	PETER BAKER	
Estimated Completion Date	6/30/2024	9/30/2024	9/30/2024	7/30/2024	6/30/2024	
Total Contract Price	$129,719.00	$494,097.00	$510,587.00	$443,065.00	$ 329,759.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						$ 3,636,792.00
Uncompleted Dollar Value if Firm is the Subcontractor	$ 80,129.00	$494,097.00	$510,587.00	$443,065.00	$ 329,759.00	$ 8,134,092.00
					Total Value of All Work	$ 11,770,884.00

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						25,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 80,129.00	$494,097.00	$510,587.00	$443,065.00	$ 329,759.00	$ 11,727,384.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						18,500.00
Other Construction (List)						0.00
VIDEO / EPA WORK / SURVEY						0.00
						0.00
Totals	$ 80,129.00	$ 494,097.00	$ 510,587.00	$ 443,065.00	$ 329,759.00	$ 11,770,884.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	21	22	23	24	25
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name MARY L. BROUNT — Officer or Director

SECRETARY — Title

_____
Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of _____
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	26	27	28	29	30	
Contract Number	ROLLING MEADOWS	SUGAR GROVE	ROLLING MEADOWS	WEST CHICAGO		
Contract With	BUILDERS	BUILDERS	BUILDERS	SCHROEDER ASPHALT	ALGONQUIN	
Estimated Completion Date	9/30/2024	9/30/2024	10/30/2024	9/30/2024	10/30/2024	
Total Contract Price	$ 397,694.00	$ 409,686.00	$ 195,621.00	$ 278,279.00	$ 350,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor					$ 350,000.00	$ 3,986,792.00
Uncompleted Dollar Value if Firm is the Subcontractor	$ 397,694.00	$ 409,686.00	$ 195,621.00	$ 278,279.00		$ 9,415,372.00
				Total Value of All Work		$ 13,402,164.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

						Accumulated Totals
Earthwork						$ -
Portland Cement Concrete Paving						$ -
HMA Plant Mix						$ -
HMA Paving						$ -
Clean & Seal Cracks/Joints						$ -
Aggregate Bases & Surfaces						$ -
Highway,R.R. and Waterway Structures						$ -
Drainage						$ 25,000.00
Electrical						$ -
Cover and Seal Coats						$ -
Concrete Construction	$ 397,694.00	$ 409,686.00	$ 195,621.00	$ 278,279.00	$ 350,000.00	$ 13,358,664.00
Landscaping						$ -
Fencing						$ -
Guardrail						$ -
Painting						$ -
Signing						$ -
Cold Milling, Planning & Rotomilling						$ -
Demolition						$ -
Pavement Markings (Paint)						$ 18,500.00
Other Construction (List)						$ -
						$ -
						$ -
Totals	$ 397,694.00	$ 409,686.00	$ 195,621.00	$ 278,279.00	$ 350,000.00	$ 13,402,164.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	26	27	28	29	30
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20____.

_____
Notary Public

My commission expires: _____

(Notary Seal)

Type or Print Name MARY L. BROUNT — SECRETARY
Officer or Director — Title

Signed _____

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of _____
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	31	32	33	34	35	
Contract Number						
Contract With	GLENCOE	GRAYSLAKE	HOFFMAN ESTATES	LINDENHURST	MT PROSPECT	
Estimated Completion Date	9/30/2024	9/30/2024	15-Aug	9/30/2024	8/30/2024	
Total Contract Price	$175,000.00	$88,200.00	$1,189,999.00	$ 46,550.00	$ 368,050.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$175,000.00	$88,200.00	$1,189,999.00	$ 46,550.00	$ 368,050.00	$ 5,854,591.00
Uncompleted Dollar Value if Firm is the Subcontractor						$ 9,415,372.00
				Total Value of All Work		$ 15,269,963.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						25,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$175,000.00	$88,200.00	$1,189,999.00	$ 46,550.00	$ 368,050.00	$ 15,226,463.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						18,500.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	$ 175,000.00	$ 88,200.00	$ 1,189,999.00	$ 46,550.00	$ 368,050.00	$ 15,269,963.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	31	32	33	34	35
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name MARY L. BROUNT SECRETARY

Officer or Director Title

_____

Notary Public

Signed _____

My commission expires: _____

Company SCHROEDER AND SCHROEDER INC.

(Notary Seal)

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
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Part I. Work Under Contract

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	36	37	38	39	40	
Contract Number						
Contract With	SKOKIE	VERNON HILLS	VOLO	VOLO		
Estimated Completion Date	9/30/2024	9/30/2024	9/30/2024	8/30/2024		
Total Contract Price	$ 4,753,500.00	$ 160,000.00	$ 24,000.00	$ 254,999.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$ 4,753,500.00	$ 160,000.00	$ 24,000.00	$ 254,999.00		$ 11,047,090.00
Uncompleted Dollar Value if Firm is the Subcontractor						$ 9,415,372.00
				Total Value of All Work		$ 20,462,462.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	1,047,999.00					1,047,999.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage	589,300.00					614,300.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	$ 3,074,843.00	$ 160,000.00	$ 24,000.00	$ 254,999.00		18,740,305.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	34,500.00					34,500.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)	6,858.00					25,358.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	$ 4,753,500.00	$ 160,000.00	$ 24,000.00	$ 254,999.00	$ -	$ 20,462,462.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	36	37	38	38	40
Subcontractor	BUILDERS ASPHALT				
Type of Work	HMA PAVING				
Subcontract Price	1,047,999.00				
Amount Uncompleted	1,047,999.00				
Subcontractor	DEVINCI				
Type of Work	DRAINAGE				
Subcontract Price	589,300.00				
Amount Uncompleted	589,300.00				
Subcontractor	HIGHSTAR				
Type of Work	TRAFFIC CONTROL				
Subcontract Price	34,500.00				
Amount Uncompleted	34,500.00				
Subcontractor	HIGHSTAR				
Type of Work	STRIPING				
Subcontract Price	6,858.00				
Amount Uncompleted	6,858.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	1,678,657.00	0.00	0.00	0.00	$-

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 29 day of May, 2024.

Jennyfer Morales
Notary Public

My commission expires: 5/1/27

(Notary Seal)

"OFFICIAL SEAL"
JENNYFER MORALES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/1/2027

Type or Print Name MARY L. BROUNT — SECRETARY
Officer or Director — Title

Signed Mary L. Brount

Company SCHROEDER AND SCHROEDER INC.

Address 7306 CENTRAL PARK

SKOKIE, IL 60076

END ATTACHMENT C

VILLAGE OF NILES
CONTRACT FOR THE CONSTRUCTION OF THE
2024 SIDEWALK-CURB AND GUTTER PROGRAM

APPENDIX 1

PREVAILING WAGE ORDINANCE

Refer to the bid front end specifications and invitation to bid for prevailing wage information

END APPENDIX 1

VILLAGE OF NILES

MINUTES FOR BID OPENING

MAY 29, 2024

2024 SIDEWALK, CURB & GUTTER PROGRAM
&
2024 TRACER WIRE INSTALLATION PROJECT

A public meeting for the purpose of opening bids for the above programs was called to order at 3:00 P.M. on May 29, 2024, in the Council Chambers Room at the Administration Building, 1000 Civic Center Drive, Niles, Illinois.

Present:

Susan Bus	Purchasing Agent, VON
Joy Athanasiou	Administrative Asst., VON
Tim O'Brien	Engineer, VON
May Al Ramahi	Engineer, VON
Kevin Baczek	PirTano Construction Co.
Michael Remolona	LDC-LMCC

The Bids were opened and read as follows:

2024 Sidewalk, Curb & Gutter Program	**Bid Amount**
Schroeder & Schroeder Inc.	$319,822.50
Everlast Blacktop Inc.	$396,783.00
D'Land Construction, Inc.	$702,210.00

2024 Tracer Wire Installation Project	**Bid Amount**
LoVerde Construction Co. Inc.	$28,711.00
PirTano Construction Co., Inc.	$36,500.00
IHC Construction Co, LLC	$39,500.00
Emergia	$48,076.00
Miller Pipeline	$59,700.00

Those present were advised that the proposals will be reviewed by the Engineering Department and the contracts are scheduled to be awarded at the Village of Niles Board Meeting on June 25, 2024.

Susan Bus

Susan Bus, CPPB
Purchasing Agent

VILLAGE OF NILES

PUBLIC BID OPENING

May 29, 2024

3:00 P.M.

2024 SIDEWALK, CURB & GUTTER PROGRAM

BIDDER	BID AMOUNT	ELECTRONIC BID BOND
D'Land Construction, LLC	$ 702,210.00	✓
Everlast Blacktop Inc.	$ 396,783.00	✓
Schroeder & Schroeder Inc.	$ 319,822.50	✓

QUEST vBID

- Contact Quest
- Logout

Providing State-of-the-Art Bid Management Systems for Public Construction, RFPs, and General Goods & Services Procurement since 1999

- Home
- Bid Requirements
- Bid Letting
- Item Codes

Susan Bus

2024 Sidewalk, Curb & Gutter Program (#9105699)

Owner: Niles IL, Village of
Solicitor: Niles IL, Village of

05/29/2024 12:00 PM CDT

☐ Show Evaluation Options

Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion
Sections shown in this color are not included in the Base Bid Total - *Optional* completion
Sections shown in this color are fixed and cannot be edited by the bidder

					Schroeder & Schroeder Inc.		Everlast Blacktop Inc		D'Land Construction, LLC	
					ONLINE	Docs	ONLINE	Docs	ONLINE	Docs
					Accepted		Accepted		Accepted	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
				Base Bid Total:	***$319,822.50***		***$396,783.00***		***$702,210.00***	

Post Prelim Bid Tabs | Export to CSV | Done

VILLAGE OF NILES

SIGN IN SHEET

Public Bid Openings

May 29, 2024

3:00 P.M.

2024 SIDEWALK, CURB & GUTTER PROGRAM
&
2024 TRACER WIRE INSTALLATION PROJECT

PLEASE PRINT

Name	Company	Email
SUSAN BUS	VON	SLB@VNILES.COM
MICHAEL REMOLONA	LIUNA	mremolona@liuna.com
JOY Athanasiou	VON	jma@vniles
Tim O'Brien	VON	tob@vniles.com
Kevin Baczek	Pit Tano	kevin.baczek@pitano.c
May AlRamahi	VON	~~May~~ mma@vniles.com

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing the Purchase of Verkada Access Control, Video Monitoring Equipment, Panic Buttons and Licensing from CDW-G, Utilizing the Sourcewell Cooperative Contract # 081419-CDW, in the Amount of $240,586.12, as Outlined in the Capital Improvement Plan

Meeting Date: 06/25/2024 Item Number **10.I**

Requested By: Information Technology Action Requested: Board Approval

Prepared By: Rehman Ali, IT Director Assigned to:

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

ATTACHMENTS:
Board Agenda Memorandum - Verkada2024.docx
Resolution 2024-xxR Authorizing the Purchase of Verkada_Access Control and Video Monitoring Equipment and Licensing (1).docx
Quote Equipment.pdf
CDW Contract 081419.pdf
Sourcewell - CDW 081419-Contract Extension.docx.pdf

MOTION

I move for Board Approval of a Resolution Authorizing the Purchase of Verkada Access Control, Video Monitoring Equipment, Panic Buttons and Licensing from CDW-G, Utilizing the Sourcewell Cooperative Contract # 081419-CDW, in the Amount of $240,586.12, as Outlined in the Capital Improvement Plan.

REASON FOR REQUEST / BACKGROUND

The Village facility's security and control of its premises at all hours of the day are critical for the safety and security of all stakeholders working, accessing services, or visiting to conduct business. The current access control, video monitoring system and panic buttons are over 15 years old and

failing. It has served beyond its useful life and must be replaced. IT, in consultations with Public Works and Niles Police Department, has conducted an assessment of all village sites, identifying security and safety needs for this project.

As per Ratification from the 7/25/23 Board Meeting, the Village is moving onward with the remaining buildings that were not completed. In addition, we are updating video surveillance and panic buttons Village wide. The I.T. department received better pricing from CDW-G under a Sourcewell cooperative contract.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	Yes
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	$60,000 FY 2027 - License renewals
Grant Funded Project	No
Grant Source	

ORG#	30050	Total Amount for Approval	$240,586.12
ACCT#	580120	Budget Amount	$350,000
		Line Item Budget Amount	
		Variance	109,413.88

Board agenda Memorandum

DATE: June 7, 2024

TO: Board of Trustees

FROM: Rehman R. Ali

DEPARTMENT: IT Department

PURPOSE AND ACTION REQUESTED:

Board Approval - Resolution Authorizing the Purchase of Verkada Door Access Control and Video Monitoring equipment from CDW-G, Utilizing the Utilizing the Sourcewell Cooperative Contract # 081419-CDW, in the Amount of $241,784.21.

BACKGROUND:

The Village facility's security and control of its premises at all hours of the day are critical for the safety and security of all stakeholders working, accessing services, or visiting to conduct business.

As per Ratification from the 7/25/23 Board Meeting, the Village is moving onward with the remaining buildings that were not completed. In addition, we are updating video surveillance and panic buttons Village wide. The I.T. department received better pricing from CDW-G under a Sourcewell cooperative contract.

This is a portion of the FY25 CIP expenditure to replace the Village's Door Access and Video Monitoring System, which was implemented well over 15 years ago and has degraded over the years.

DISCUSSION/HISTORY:

The current access control and video monitoring system is over 15 years old and failing. It has served beyond its useful life and must be replaced.

IT, in consultations with Public Works and Niles Police Department, has conducted an assessment of all village sites, identifying security and safety needs for this project.

Niles Police Department will be the lead agency for managing, assessing, and controlling the Village's access control and video monitoring system.

This is the first portion of the CIP Budgeted item for FY25: Video Surveillance Systems for Village Facilities.

BUDGET: $350,000.

RECOMMENDATION:

Move to approve the Resolution Authorizing the Purchase of Verkada Door Access Control and Video Monitoring equipment from CDW-G, Utilizing the Utilizing the Sourcewell Cooperative Contract # 081419-CDW, in the Amount of $241,784.21

RESOLUTION 2024-xxR

RESOLUTION AUTHORIZING THE PURCHASE OF VERKADA ACCESS CONTROL, VIDEO MONITORING EQUIPMENT, PANIC BUTTONS AND LICENSING FROM CDW-G, UTILIZING THE SOURCEWELL COOPERATIVE CONTRACT # 081419-CDW, IN THE AMOUNT OF $240,586.12, AS OUTLINED IN THE CAPITAL IMPROVEMENT PLAN

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Village facility's security and control of its premises at all hours of the day are critical for the safety and security of all stakeholders working, accessing services, or visiting to conduct business; and

WHEREAS, the current access control and video monitoring system has reached the end of its useful life and must be replaced after fifteen years in service; and

WHEREAS, the IT Department, in consultations with Public Works and the Niles Police Department, has conducted an assessment of all Village sites, identifying security and safety needs for this Project; and

WHEREAS, Verkada Door Access Control and Video Monitoring Equipment and Licensing was identified as the best solution for the Village's needs and is available at favorable terms from CDW-G; and

WHEREAS, the President and Board of Trustees have determined that authorizing purchase of Verkada Door Access Control and Video Monitoring Equipment and Licensing from CDW-G, utilizing the Sourcewell Cooperative Contract #081419-CDW, in the amount of $240,586.12 will serve and be in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the following:

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The Agreement is attached to this Resolution as Exhibit "A"

SECTION 3: That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 4: The President and Board of Trustees of the Village of Niles authorize and direct the Village President, or his designee, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligation under the Agreement. The Village Clerk shall attest, on behalf of the Village, upon receipt of at least one original copy of the Agreement executed by the Village of Niles; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 5: That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 6: That any section or provision of this Resolution that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June, 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

Sourcewell

Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY.
1. *Product Warranty*: Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.
2. *Services Warranty*: Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.
3. *Cloud Warranty*: Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

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WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

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Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

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- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

12. AUDITS

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

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13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

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prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

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under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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). 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 Contract.

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Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

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B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies ofcertificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

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B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 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 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.

B. 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,

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"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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. 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. Vendor

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certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

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J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this 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.

L. 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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

25. THIRD PARTY CLOUD SERVICES

"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

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Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/9/2019 | 5:53 AM CST

CDW Government LLC

DocuSigned by:
By: Robert F. Kirby _____
7BE3F6B21781400...
Robert F. Kirby
Title: President
Date: 11/21/2019 | 3:07 PM CST

Approved:

DocuSigned by:
By: Chad Coauette _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/8/2019 | 3:33 PM CST

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RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave Vernon Hills, IL 60061
Contact:	John Moss
Email:	johnmos@cdw.com
Phone:	312-547-2453
HST#:	36-4230110

Submission Details

Created On:	Thursday June 27, 2019 08:11:44
Submitted On:	Tuesday August 13, 2019 13:11:20
Submitted By:	John Moss
Email:	johnmos@cdw.com
Transaction #:	3bee9b55-c457-4fdb-b721-f488e24ba2bb
Submitter's IP Address:	165.225.57.75

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CDW Government LLC
2	Proposer Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061
3	Proposer website address:	www.cdwg.com
4	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):	Name: Robert F. Kirby Title: President, CDW Government LLC Address: 75 Tri-State International Lincolnshire, IL 60069 Email Address: bobkir@cdwg.com Phone: 847.968.9898
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Moss Title: Proposal Specialist Address: 120 S. Riverside Plaza Chicago, IL 60625 Email Address: johnmos@cdwg.com Phone: 312.547.2453
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mark Ellis Title: Manager, Program Management Address: 74 Reading Ave, Hillsdale, MI 49242 Email Address: markeli@cdwg.com Phone: 732.982.0390

Company Information and Financial Strength

Line Item	Question	Response *

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	An influential Walker survey once predicted that by 2020 customer experience will overtake price as the key differentiator for organizations. At CDW, we've always felt that to be true. From our earliest days as a classified ad for a 512K memory personal computer in the back of the newspaper in search of a customer (yes, we date all the way back to 1984, when classified ads in the newspaper were a thing) to the supplier today of integrated IT solutions for our 250,000 customers, the U.S. Census Bureau to Bemidji Area Schools. Everything we do revolves around meeting the needs of our customers. It's tied into our core values, our business philosophy, our industry longevity, our culture, everything. It's always been that way and it will always be that way. From our front-line sales to backbone support, what brings us together as a company of 9,400 coworkers is our focus on our customers and the CDW Experience they receive no matter their size or location. For any who aren't familiar with us, what's the CDW Experience? No, it's not a musical act featuring mop top haircuts and matching suits, though you might say it involves a kind of harmony. - It's first listening to our customers to find out what they need, what they want, and what they wish could be, rather than merely overwhelming them with our technology catalog of 100,000 products. - It's removing barriers to efficient procurement so that our customers can select technology solutions online or by phone at a price they can afford. - It's being a true trusted advisor to our customers, making them aware not only of available technology but of technology roadmaps so they can make the most informed purchases, or non-purchases as the case may be, to maximize investment at every critical decision point in the IT lifecycle. - It's offering our customers stability and security through rigorous quality control standards, such as our five ISO certifications, in procuring and delivering their IT investments to ensure their investment arrives on time, is what they ordered, and works. - It's installing and managing our customers' solution with certified technical and solution experts, either using in-house professionals with more than 6,700 technical certifications or a Trusted Partner Network of more than 1,200 partners of various size, demographic and geography. - It's responding to our customers' requests for support and management after we've already made the sale, ensuring their purchases work for them and meet all applicable standards, verifiable through custom reporting. - It's meeting our customers' demands for diversity, equality, and environmental responsibility in the supply chain by partnering with small, local, and diverse businesses, contributing to overall diverse spend in 2018 exceeding $2B. From our founding to now, we've been offering the latest technology and technology solutions, keeping pace with trends every step of the way so that our customers don't have to. In the 80s it was PCs, VCRs, painter pants, and Miami Vice, and today it's integrated IT solutions, cloud technology, eSports, and avocado toast. But none of this would be possible without our incredible coworkers. The way we make it great for our customers is by making it great for our coworkers. Meaning, the reason we can commit ourselves so thoroughly to our customers is because of the culture we've built at CDW that sustains us, and the relationships we form that constantly uplift us, motivating us to try harder in delivering the CDW Experience. We empower our coworkers to be everyday bold in their careers through many programs and initiatives. Here's a select group: Commitment to Diversity CDW understands the importance of recruiting and retaining a diverse internal workforce. It starts at the top. On January 1, 2019, Christine Leahy, formerly CDW's Chief Revenue Officer and with the company since 2002, succeeded Thomas Richards as CEO, making her one of the fewer than 10% of all female Fortune 500 CEOs. We enable all of our coworkers to make solid, dependable connections in the workplace, with our customers, our supplier partners, and in the communities we serve. We encourage coworkers to take an active role in their own personal and professional development through our many mentoring, technical, and professional development groups, including African Heritage Network, Hispanic Organization for Leadership and Achievement, Women's Opportunity Network, Alliance for Business Leading Equality, and Military & Allies Resource Council networks. Community Involvement As a Fortune 500 company with resources on a global scale, and a widespread presence at the local-level, we recognize our responsibility as citizens of our local communities and the world. CDW provides coworkers volunteer opportunities, including paid volunteer time off, and organizes many charitable events, including our annual Fun Drive each July. Last year CDW and our coworkers raised nearly $700,000 for Children's Miracle Network (CMN) Hospitals, helping children in our communities throughout the United States and Canada, and bringing our 30-year total to more than $8.3 million. Beyond our ongoing charitable work, when extraordinary catastrophes have occurred, CDW and our coworkers have been there to support the recovery. We have given our time and support to support those in need, including during the Indian Ocean Earthquake and Tsunami, Hurricane Katrina, the Haiti Earthquake, the Japan Earthquake and Tsunami, and Hurricane Sandy. Environmental Environmental Responsibility is a big part of our culture. Though CDW does not manufacture products, we continually work to be mindful of our carbon footprint by developing internal efficiencies and policies for waste reduction, and complying with ISO 14001 standards, all of

8	Provide a detailed description of the products and services that you are offering in your proposal.	Sourcewell's 50,000 members are made up of public sector agencies and not-for-profits with diverse needs and compliance requirements: classroom technology, public safety equipment, implementation services for secure infrastructure that stores public data, HIPAA, FERPA. CDW Government LLC (CDW•G) offers 100,000 products and has more than 1,000 services coworkers, with a deep bench of preferred partners available to meet Sourcewell members' (Members) diverse needs. As the market for IT continues to mature, our experience is that more and more customers are seeking integrated technology solutions. CDW•G delivers these solutions—with advice, support, ideas, technology and the experience of thousands of experts. So whether it's a quick pick off the shelf, or something a little more involved, our full solution capabilities range from discrete hardware and software products and services to complex technology implementations:: • Hardware. Cables, collaboration and IP telephony, computers (including notebooks, tablets, thin clients), data storage, monitors and projectors, networking products, power, cooling and racks, printers, scanners, and print supplies. • Software. Backup/archive/storage, business, database and business intelligence, desktop/web publishing, management, operating systems, security, and virtualization. • Solutions. Business intelligence, cloud solutions, data center, digital signage, document management, managed print services, mobility, networking, point of sale, security, 3D printing, total software management, unified communications. • Services: o IT Consulting Services: Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions. o Security Services: We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data. o Networking Services: Our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed o Cloud Services: Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business. o Data Center Services: Our engineers help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on- premises or in the cloud. o Digital Workspace Services: Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security. With over 1,000 original equipment manufacturers (OEMs), Members have the choice of the usual heavyweights such as HPI, Lenovo, Cisco, Microsoft, Acer, Dell EMC, HPE. We also offer hundreds of other vendors making very cool products and providing very specific services that may be the precise technology for a Member in, say, public safety, such as Getac's rugged laptops, or Havis' mounting solutions. But at CDW•G we know just offering solutions, services, and products doesn't answer the mail. A critical factor for Members in their procurement goals is the delivery and implementation of the solutions, services, and products to ensure their needs are met. As our company has amassed this impressive portfolio of solutions, products, and services, our leadership foresaw the potential hazards of onboarding newer to market OEMs for our customers and built uncompromising oversight into our process as a result. Sourcewell members benefit from the following steps CDW•G built into our procurement process to ensure risk management on the solutions, products, and services we deliver: - Requesting our OEM partners put in place supply chain risk management plans to control components sourcing and ensure that no gray market or counterfeit materials are incorporated into their products. - Vetting to ensure that only OEMs that produce genuine, quality equipment are added to CDW•G's manufacturer portfolio. - Acquiring equipment only from manufacturer-authorized sources. - Selling only equipment that we are authorized to sell. - Maintaining redundancy in our manufacturer portfolio, such that if one manufacturer is having trouble with counterfeit parts being introduced to its supply chain, the customer has the option of purchasing an alternative manufacturer from CDW•G. - Purchasing additional stock, when commercially reasonable, to provide customers access to replacement products should a recall be issued for products they have purchased. - Conducting quarterly business reviews with our major OEM partners where any counterfeit/gray market issues are addressed.

9	What are your company's expectations in the event of an award?	Whether it's the internal expectations we set for ourselves, or external expectations financial analysts place on us every three months when it comes time to publicly report our financials, CDW•G has a history of exceeding expectations. We are successful in exceeding expectations in part due to discipline and a forward-thinking approach. We think carefully about what the future will look like and use internal metrics to make sure we are tracking our forecasts (Please see Question 65 for sample metrics). This process makes us confident going on the record with our projections, knowing we will be held to these standards and expected to deliver. A highlight of the Sourcewell and CDW•G relationship over the years has been the alignment of expectations and the roadmap to meeting and often exceeding those. Before we dive in to our expectations upon award of this contract, we'd like to revisit our financial expectations set forth in the last Technology Solutions proposal and how we performed against those: Expected peak growth for 2018 as described in CDW•G 2014 Sourcewell/NJPA Technology Solutions proposal: $350,000,000 Actual growth for 2018: $550,000,000 For the next five years of this contract, we project the fo revenue targets under a sole source award: 2020: $594,930,000 2021: $624,680,000 2022: $655,910,000 2023: $688,710,000 2024: $723,140,000 Here are five big ideas on how CDW•G and Sourcewell will get there together: 1) We expect Canadian performance on this contract will be a key differentiator. We have more than 400 coworkers in Canada to support Sourcewell members across the country. Our recent acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada, enhances the value that we can deliver to customers. Scalar's expertise is in professional and managed services, infrastructure, and security. 2) We expect to further diverse partnerships to continue ongoing focus on all communities Sourcewell serves. We do this in a number of ways. Externally, such as in 2018 when we were invited to join the New York City Mayor's Corporate Alliance Program, which provides diverse businesses direct access to select partner corporations. And internally, with diverse supplier trainings for our sales force that enable better understanding of customers' diversity goals and initiatives, and CDW•G's diverse spend solutions. 3) We expect collaboration on marketing to drive increased contract usage and growth. We will generate a spotlight media piece detailing the exclusivity of the CDW•G & Sourcewell agreement that can be shared through various channels, participate in cobranding marketing opportunities, continue sales enablement and training activities, and generate awareness of the agreement through key events and collateral primarily distributed electronically but also with printed releases. 4) We expect to continue our effective partnerships with the Sourcewell organization and other valued Sourcewell vendors. As one of the longest-tenured Sourcewell vendors and one of the largest in terms of sales volume, CDW•G brings tremendous resources to the relationship. We have actively participated in support of Sourcewell leadership and its annual vendor conference for fifteen years. Mark Ellis, from CDW•G's Program Management team, has been an active participant on Sourcewell's Vendor Advisory Board, collaborating on past initiatives, such as collecting data from the vendor community on ideas for improved collaboration with Sourcewell, and in Sourcewell's recent transition from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. 5) We expect regular strategy meetings with Sourcewell to achieve the following goals: a. Align Sourcewell goals with CDW•G business development and sales leadership to create targeted lists of customers based on membership status, which we're already serving but with less activity than expected, and which we're not serving but should be. For example, CDW•G and Sourcewell's joint success in leveraging our strong public safety offerings to establish a relationship with the National Sherriff's Association is a blueprint for the future. b. Contribute research on key legislation that impacts cooperative purchasing. For example, we know recently Utah and Illinois passed legislation that should benefit cooperative purchasing initiatives in those states.
10	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.	Sourcewell can be confident of CDW•G's financial stability. We are a subsidiary of CDW, LLC, which is a subsidiary of CDW Corporation, a publicly-owned Fortune 500 company. As a government agency, Sourcewell is familiar with the trust established through transparency. Four times a year our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are very proud of our financial record. Selected current financial data: • Current CDW corporate credit ratings are all stable: o Moody's: Ba2 o Standard and Poor's: BB+ o Moody's Outlook: Positive o S&P Outlook: Stable o Our cash plus revolver availability (open agreements to borrow) is at $1.2B as of June 30, 2019, demonstrating strong financial credit. • Over the past decade our net sales have almost doubled U.S. IT spending as measured by Compound Annual Growth Rate ("CAGR") • CDW has been steadily increasing revenue for each year since we went public in 2013, reaching our highest-ever net sales at $16.2B We have also uploaded CDW's past three annual reports to provide Sourcewell with a thorough accounting of CDW's financial health. Our complete financial portfolio is available at https://investor.cdw.com/

11	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately $17 billion (on a trailing twelve-month basis) represents approximately 5% of our addressable market, which is estimated at ~$325 billion.
12	What is your Canadian market share, if any?	We do not break out Canada separately; we have reported $1.98B sales in Canada and U.K. in 2018.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, CDW•G has never filed a petition for bankruptcy protection.
14	How is your organization best described: is it a ma your written authorization to act as a distributor/dea your sales and service force and with your dealer	a) CDW•G can best be described as a reseller. As part of our Additional Documents zip file upload, we have included written authorization to act as a reseller for the wholesale distributor Tech Data in both the U.S. and Canada. We feel partnering with a reseller like CDW•G over a manufacturer for your contract provides greater benefits to Sourcewell members. Sourcewell is looking for a vendor that can support a catalog that offers both depth and breadth to members. Manufacturers often default to promoting their own products, rather than the solution that best meets the Member's need. In fact, this can be true for a number of competing resellers as well. Some resellers can generate a substantial portion of their sales from one manufacturer partner, in some cases as much as 50%. This can also be a risky business model. CDW•G is uniquely unbiased. Proof is in our sales; our 2018 company revenue mix did not include a single OEM making up more than 10% of our total. One of the benefits of our vetted portfolio of 1,000 leading brands is that it insulates us, and our customers, from the events of any one company. OEMs and resellers relying heavily on one manufacturer partner can mean a cloudy future for contract success when a business-altering event takes place. Please visit our easy-to-search website for a list of the OEMs CDW•G is authorized to resell: www.cdwg.com/brands And please visit CDW Canada's website for a list of 1,000 authorized OEMs: www.cdw.ca/brands Another advantage of our reseller status is we have a captive sales audience, which means we can educate our internal sales force on contracts such as Sourcewell, how to sell on Sourcewell, and how to align sales messaging with the contract's needs. This process leads to contract adoption by CDW•G account managers and that has led to contract adoption by their customers. Together, we have increased new Member usage over the past five years by more than 20%. For our U.S. operations, in 2018 we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Additionally, we are authorized and do buy direct when economically advantageous. As one of the largest direct market resellers, CDW•G has established great working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. In a recent calendar quarter documented by one of our comprehensive Sourcewell sales reports submitted under the current contract, products and services sourced from 663 manufacturers were purchased by the Membership via the contract. These represent the entire range of the technology market from wires, cables and connected classroom furniture to advanced networking/data center solutions. Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency-based cycle counting system, and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence. We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule, and guarantee stocking position. b) Although CDW•G is best described as a reseller, we are also recognized as a service provider. CDW•G's sales force, including both inside and field-based personnel in customer-facing sales roles, are employed directly by our company. We do not use dealers, partners, or subcontractors in this role. Our business model offers Sourcewell members the advantage of leading manufacturers paired with strategic, integrated, comprehensive services. We know that accelerating changes in technology mean that customers require more than just a product to satisfy many of their IT needs. Most customers expect a security component built in to their purchase, which often means implementation, monitoring, and more. CDW•G has transformed from primarily a technology products reseller to include services as part of our integrated technology solutions catalog to keep pace with our customers' needs. We have built a services practice that supports more than 35,000 customers in 140 countries. Please visit our website for a video on how CDW•G services deliver innovation.

		www.cdw.com/services One example of how Sourcewell members benefit from our innovative services is in K-12. CDW•G provides broad and diverse services such as large volume Chromebook rollouts with White Glove Services, networking implementation under the e-Rate program, onsite deployment of whiteboards/video solutions, physical security upgrades, and Blueprint to Design™, a value-added design service that includes classrooms, media centers, cafetoriums, and STEM/STEAM labs. We can deliver all of the services requested in this RFP by means of our internal coworkers, which includes engineers with precise technical expertise, as well as through a network of trusted service providers with whom we have long-term, ongoing relationships. Many of the services we offer are scoped on a custom basis to meet the customer's specific needs. The ability to use our own coworkers as well as our network of service providers gives us flexibility and deep resources to meet changing workload demands. To make sure we are meeting our customers' needs, we have built a deep services practice that goes above and beyond OEM requirements. For example, Cisco's minimum requirement to be a Gold-Certified Partner is to have 4 Cisco Certified Internetwork Experts (CCIEs) on staff. While other vendors may be able to meet Cisco's minimum threshold to gain the designation, CDW•G takes it further to ensure we are meeting our customers' requirements by staffing our services team with 63 CCIEs.	
15	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.	We recognize that Sourcewell members are made up of government, education, tribal nations, and non-profit members. In our years of experience working with Members we've found they themselves don't require many licenses or certifications from IT vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. CDW•G holds the applicable licenses and certifications to do business in every state on this contract. When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer's need. We also follow all applicable laws, such as prevailing wage legislation. For the licenses and certifications that are held by CDW•G, these reflect a commitment to stability and security through rigorous quality control standards. Our business succeeds in part due to an understanding with our partners that we can safely procure and implement their IT investments, and protect their critical information. Select quality control and technical certifications held by CDW•G are as follows: International Organization for Standardization (ISO). ISO certified since 2001, CDW•G has a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: - ISO 9001 – Quality Management System: Sales, configuration and support of computer and related technology within both of CDW•G's Configuration Centers. - ISO 28000 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the US. - ISO 27001 – Information Security Management System: Provision of product sales to CDW•G customers, including all backbone functions and support of computer and related technology. - ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). - ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias and the lessee area. HIPAA - Health Insurance Portability and Accountability Act: CDW•G complies with all applicable HIPAA regulations, including those related to auditing. SSAE16 Service Organization Controls (SOC) 1 Type 2 – CDW•G Managed Services has had clean, annual PCI and SAS70 Type II (and now Statement on Standards for Attestation Engagements No. 16 (SSAE16)) audits since 2004. PCI Level 1 Compliance – CDW•G Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that our Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council. Additionally, CDW•G's certifications and knowledge-depth extend to the individual level. Our coworkers hold many technical certifications to support the diverse technology solutions in our catalog. Please find these in Question 69.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	As of the date of this submittal, and for the prior ten years, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Accessories Power, Cooling & Racks Desktop Computers Data Storage/Drives Enterprise Storage Point of Sale/Data Capture Servers & Server Management Notebook/Mobile Devices NetComm Products Carts and Furniture Printing & Document Scanning Services (Partner Delivered) Software Collaboration Hardware Video & Audio Cables Warranties-Product Protection Video Hardware Interactive Whiteboards Interactive Flat Panel Display Chromebooks Google Chrome Management SaaS	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	

18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sourcewell is committed to building valued relationship and delivering innovative solutions with integrity, exceeding the expectations of its members. Offering its members the opportunity to purchase the best IT at a competitive discount is an important part of Sourcewell's commitment, but so is the character and quality of the vendor that Sourcewell provides as a business partner. Over our decades of doing business, our company has been recognized as creating the sort of environment that empowers its coworkers to be successful. We make it great for our customers by making it great for our coworkers. Here we highlight five recent workplace awards and recognitions that speak to our company and culture. One of the Best Places to Work in IT 2019 Computerworld This year, which marks the 19th time our company has won the Computerworld for Women in 2019 Fairygodboss Fairygodboss named us one of the Best Companies for Women in 2019 for our commitment to gender diversity and both recruiting and retaining female talent. Fairygodboss is the largest career community for women. Best for Vets Employer 2019 Military Times Military Times named our company one of its Best for Vets Employers in 2019, placing us among the top employers for veterans based on culture, recruiting, policies, and resources related to veterans, service members, and military families. Perfect Score in Corporate Equality Index 2019 Human Rights Campaign We were recognized with a perfect score of 100 percent on the Human Rights Campaign's 2019 Corporate Equality Index (CEI) and the distinction as a Best Place to Work for LGBTQ Equality. Top 100 Solution Providers Computer Dealer News (CDN) Every year CDN compiles a list of the Top 100 IT Solution Providers in Canada based on company revenue. CDW Canada ranked No. 2 in 2019 (based on 2018 revenue). Above are select awards from 2019. Over the past few years we have received many awards and recognition, and those include the following list: - 100 Best Places to Work in Chicago - Best Places to Work in Connecticut - Top Companies to Work for in Arizona - Tampa Bay Business Journal Best Places to Work - Dallas Business Journal Best Places to Work - Forbes' America's Best Employers - Military Friendly Employer Award - Business Equality Network LGBTQ Business Equality Excellence Award - Workforce 100 and Human Capital Media Research recognized CDW as one of the 2018 Workforce 100 - Canada's Channel Daily News named CDW Canada the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year. Workplace honors are only part of what makes our company special. We also commit to excellence in the eyes of our OEM partners in order to further our partnerships in delivering best-value solutions to our customers. A sample of our partner recognition over recent years is as follows: - Aruba Top Channel Partner Award - Citrix U.S. Public Sector Partner of the Year - Cisco Collaboration Partner of the Year - Dell President's Circle Award - HP Partner of the Year - HPE North America Network Service Provider (NSP) Partner of the Year Award - HPI largest partner in Direct Reseller Channel - IBM North America Top Strategic Business Partner Leadership Award - Intel North America Public Sector Partner of the Year - Lenovo's largest Global Direct Response Channel Partner - Microsoft Partner of the Year - Nutanix Global Partner of the Year - Sophos National Partner of the Year - VMware Partner Innovation Award
19	What percentage of your sales are to the governmental sector in the past three years	2018: 34% 2017: 28% 2016: 34%
20	What percentage of your sales are to the education sector in the past three years	2018: 38% 2017: 36% 2016: 36%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds numerous state or cooperative purchasing contracts, including AEPA, TIPS, PEPPM, E&I. Unlike Sourcewell, however, most of our cooperatives that we work with are not public agencies, a decided disadvantage to transparency. While we cannot provide the sales volumes, Sourcewell can find a full list of our publicly available agreements at www.cdwg.com/contracts.

22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds the GSA Schedule Contract: 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools. Annual sales volume for the past three full years: 2018: $142,600,688 2017: $133,866,901 2016: $142,939,903

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Elk Grove Unified School District	Todd Barber	916.686.7710 ext.68051
City of Chattanooga	Matthew McDarmont	423.643.6339
University of Colorado	Duane Tucker	303.764.3453
Queen's University, Kingston, Ontario	Andy Green	613.533.6000 ext. 32175
City of Swift Current, Saskatchewan	Dwayne Levoie	306.778.2708

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia Institute of Technology	Education	Georgia - GA	1. Software 2. Netcom Products 3. Notebooks/Mobile Devices	19,107 orders ranging in size from large to small invoiced at various dates throughout contract year	$23,575,763
Florida International University	Education	Florida - FL	1. NetComm Products 2. Desktop Computers 3. Software	5,701 orders ranging in size from large to small invoiced at various dates throughout contract year	$18,026,658
University of Washington	Education	Washington - WA	1. Software 2. Services (partner delivered) 3. NetComm Product	2,936 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,731,256
Clarksville- Montgo County Schools	Education	Tennessee - TN	1. Notebook/Mobile Devices 2. NetComm Products 3. Video and Audio	331 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,569,029
Valverde Unified School District	Education	California - CA	1. Notebooks/Mobile Devices 2. Desktop Computers 3. Software	1,992 orders ranging in size from large to small invoiced at various dates throughout contract year	$13,029,947

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *

25	Sales force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcewell's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract's full potential. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcewell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to CDW•G's model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. Within each sector, CDW•G's sales force is then divided into eleven geographic regions across the United States. To support this model, we have office locations all across the country. This combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies. Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support Sourcewell members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI. Sourcewell members receive expertise, experience, and strength in numbers with CDW•G. They will have access to the following specialized sales account managers in each sector: - Higher Education: ~200 - K-12 Education: ~350 - Healthcare: ~250 - Federal Government: ~200 - State and Local Government: ~225 Each Sourcewell member will receive an account team that maintains overall responsibility for making certain we deliver the unique CDW Experience. One part of the team is made up of the account manager, who listens to develop in-depth knowledge of Member values, technical environment, and financial objectives, to then offer ways in which CDW•G can cut costs, increase productivity, and simplify procurement. Supporting the account manager, Members also have a field account executive, who will arrange to visit Member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed. And, of course, Sourcewell receives your own dedicated account manager, who ensures Sourcewell pricing is applied to Members' quotation or order, and affirms that the sale and subsequent fulfillment and invoicing is conducted in accordance with the requirements of the Sourcewell contract. In addition to our U.S. presence, we will support Sourcewell's members in Canada through our mature presence there. Since establishing Canadian headquarters in 2003, CDW Canada has grown significantly, adding coworkers across the country to better serve customers in their regions. Public Sector sales teams are organized by vertical: education, government, healthcare. With a recent strategic acquisition of Scalar Decisions, CDW Canada has coworkers located in most of the major cities across Canada including Ottawa, Calgary, Edmonton, Montreal, and Vancouver. CDW Canada's head office is in Toronto, ON, employing more than 400 coworkers and supporting customers and partners across the country. The number of specialized sales support Sourcewell members in Canada will have access to in each sector: - Education: ~20 - Government: ~20 - Healthcare: ~15 All of CDW•G and CDW Canada's salesforce are direct employees. Where our sales and services overlap, Sourcewell members will benefit from yet another unique advantage of CDW•G's business model. We provide access to incomparable value-added resources and technical expertise while simplifying the process through a single, dedicated point of contact. Sourcewell members' CDW•G account managers function as the quarterback here to engage our value-added resources, which include sector-specific support specialists, such as our Public Safety team (law enforcement, fire rescue, emergency medical services, and emergency management organizations) and Education Strategists and Learning Environment Advisors. Also, highly trained presales specialists who are experts in particular areas of technology, and for specific partner solutions, including more than 100 systems engineers who assist with evaluating products based on unique operational requirements and budgetary constraints. *
26	Dealer network or other distribution methods.	CDW•G doesn't use dealers. We resell directly. *

27	Service force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on the current contract. Supporting CDW•G's sales force in providing value to Sourcewell members is an extensive service force, made up of in-house service professionals and a Trusted Partner Network that span coast to coast. Technology procurement goals have evolved since Sourcewell and CDW•G both came into existence decades ago, moving from box pushing to complex solutions made up of different specializations. To make sure we are close-by, responsive, and able to understand our customers' evolving needs, CDW•G has built a local services presence across 32 cities in the U.S.. Our full listing of U.S. services locations is as follows: Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Francisco, CA; Denver, CO; Miami, FL; Tampa, FL; Atlanta, GA; Chicago, IL; Evansville, IN; Indianapolis, IN; Boston, MA; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; St. Louis, MO; Raleigh, NC; Las Vegas, NV; New York City, NY; Cincinnati, OH; Cleveland, OH; Philadelphia, PA; Pittsburgh, PA; Nashville, TN; Dallas, TX; Houston, TX; Seattle, WA; Washington D.C.; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau; WI Here's a further services coverage breakdown, by services area and resource type. - Professional Services Engineers and Project Managers (CDW•G coworkers) across 25 cities in the U.S. - Partner Services network resources across 32 cities in the U.S. - Professional Services-National Team Engineers and Project Managers (CDW•G coworkers) across the U.S. - Configuration Center Technicians (CDW•G coworkers) in Chicago and Las Vegas. - Managed Services-Network Operations Center Engineers and Project Managers in Madison, WI, Minneapolis, MN and Chicago, IL. - Aggregation Services third-party hosting centers across the U.S. CDW•G delivers service by means of our Partner Network with whom we have collaborative, ongoing relationships. Our Engineers We have over 1,000 services professionals. Instead of breaking our services professionals into sector, with the exception of the federal sector, which has its own unique clearance * requirements, our services professionals are deployed into all segments. We are always thinking about what provides the best value for our customers and the optimal solution outcome, and in services we believe expertise exists within a particular technology, not sector. For instance, when implementing a Unified Communications solution or monitoring an IBM mainframe, it matters more that the engineer knows those technologies, not whether it's for a school or a county office. And our engineers know those technologies, and a whole lot more. Our commitment to this ideal has led to nearly 6,700 coworker technical certifications. For a more detailed listing of technical certifications, please see Question 69. Trusted Partner Network CDW•G has strong alliances with approximately 1,200 services providers, which includes minority, women-owned, and other small, disadvantaged businesses, who provide consultants and engineers to complement CDW services projects. When we feel that a partner can provide the best-value on a given project, we select one based upon their ability to meet the needs of the customer, using such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our service providers carefully, enabling us to focus on developing strong relationships with only the most competent providers. A majority of our partners are organizations Sourcewell members will recognize: Cisco, Microsoft, IBM, Google, Fujitsu, Oracle, Adobe, MP Integrated Solutions, Atomic Data, Twin City Hardware, and many more. By partnering with these companies, CDW•G brings our customers best-value solutions. In addition to our U.S. presence, we will support Sourcewell members across Canada. We have services coworkers in the following major cities: Calgary, AB; Edmonton, AB; Vancouver, BC; Winnipeg, MB; Toronto, ON; Ottawa, ON; and Montreal, QC. These are supported by partner network resources nationwide. A further services coverage breakdown, by services area and resource type. - Configuration Center Technicians leveraging our distribution partnerships in the following major Canadian metropolitan cities: Greater Vancouver, Calgary, Greater Toronto and Guelph, Montreal and Halifax. - Aggregation Services and partner hosting center in Toronto

28	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.	CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. For example, we are proud of our historical percentage of Dead-On-Arrival units being less than .6%, against an exceptionally high output—the number of units shipped daily in recent years is at nearly 150,000. Still, we continually strive to improve the customer experience as part of the CDW Experience. If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcewell members bring any issues or inquiries to the attention of their account manager. Members' CDW•G account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Please see Question 52 for more information related to online account capabilities. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A word of note: beware of proposed incident escalation paths that go no further than issue resolution. Because Sourcewell members will likely get very familiar with these escalation paths. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service. As a back-up support option, Sourcewell members can always choose to contact a customer relations representative. CDW•G has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday, or via email at customerrelationsreturns@cdw.com, with a reply back within 24 hours. As part of our focus on listening in providing customers the CDW Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2000 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to CDW•G sales managers so they can follow up. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Below are the results from CDW's semi-annual Customer Relationship Survey in June 2019. Overall Performance Account Manager – 91% Customer Service Staff – 90% Delivery Process – 91% But of all the statistics we track, measure, and apply to our company, we feel the statistic that best measures our customer service is our industry longevity and that customers keep returning to us for their IT needs. For example, of the almost 14,000 Sourcewell members from all market segments who purchased via Sourcewell in 2017, nearly 70% purchased from CDW•G again in 2018.	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Sourcewell members in all geographic areas will be fully served by CDW•G on this contract.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcewell member sectors will be fully served by CDW•G on this contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. We are shipping to Members in Hawaii, Alaska, and in the US Territories. In 2018, we processed 1,139 orders for Members in these states and territories.	*

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Industry awareness is critical in establishing a successful cooperative contract and growing its use. In a competitive cooperative landscape, with the very same vendors aspiring to be named to Sourcewell that are already holders of multiple other cooperatives, Sourcewell's ideal partner needs to fully understand the uniqueness of Sourcewell and how to showcase it, using thoughtful resources and creativity. CDW•G and our marketing team are very familiar with the Sourcewell brand. We participated in Sourcewell's successful rebranding effort from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. Our marketing team is also recognized industry-wide for its campaigns. We were recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world. Added to these distinctions, Sourcewell's CDW•G Program Management team, who know Sourcewell inside and out through the current contract on a day-to-day basis, collaborate with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end users. Taking into account our experience and familiarity from more than 15 years of successfully working together, CDW•G has a forward-looking, 10-step strategy that maximizes our wide-reach to create awareness of Sourcewell in the U.S. and Canada, driving further adoption and spurring increased growth on the next contract. 1. Member Transition. To begin, upon award CDW•G will transition Members using the current contract to the new contract. After contract launch, we can add any Member who requests being added to this contract by linking them to the contract within 5 business days of request. CDW•G's marketing plan begins with continuing to market this agreement to all eligible Sourcewell members. 2. Agreement Transition Plan. Possibly the most important step is a well-oiled transition plan from CDW•G's current agreement to the newly awarded agreement. We've already created a sample contract landing page that is ready to go live on Day 1. Please access it at www.cdwg.com/Sourcewell. We'll keep this site up to date with all the latest contract information. Products and pricing are available right now. We will also collaborate with Sourcewell marketing to create an email awareness campaign to explain how CDW•G and Sourcewell will make the transition seamless for the Sourcewell membership. For all piggyback agreements that are currently set up between CDW•G and Sourcewell, David White, Sourcewell's program manager, will work with the local sales team to build a transition plan for each agreement to ensure continuous use of the Sourcewell and CDW•G agreements. 3. Customer Facing Collateral. In an effort to drive awareness of the Sourcewell agreement through CDW•G, collateral will be distributed electronically, on the Sourcewell landing page, and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from CDW•G as well as showcase products, services, and solutions offered to customers. As a part of this proposal, CDW•G has created customer-facing collateral that is ready for immediate distribution upon award. Our strategy is twofold. First, to ensure business continuity for our current Sourcewell customers, making sure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell. These sample documents can be viewed as part of our document uploads in this section, as well as at www.cdwg.com/Sourcewell. 4. Sales Enablement/Training. A Sourcewell member's first point of contact with CDW•G is typically their dedicated account manager. Correspondingly, it is critical that our account managers understand the scope and benefits of the Sourcewell agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will also train our sales teams regarding the Sourcewell agreement with CDW•G. Training won't be a one-time thing— David White and the CDW•G Program Management team continuously train and provide information to educate the sales force on updates or changes to our program with Sourcewell. Having multiple touch points throughout the year helps provide additional ways for the team to gain information that directly relates to launching the program, maintaining compliance, and promoting growth of the Sourcewell agreement. The range of the CDW•G training program allows our account teams to support Sourcewell members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Moreover, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption and contract growth. 5. Monthly Email. CDW•G produces and distributes a Sourcewell specific email monthly to approximately 11,000 CDW•G Sourcewell customers. Emails have been designed to highlight monthly rotating solutions topics for the Sourcewell members such as Hyper-Converged Infrastructure (HCI), Mobility and Networking, along with direct links to the CDW•G/Sourcewell landing page. Please see a sample email we recently sent out included in our marketing materials document uploads. 6. Corporate Communications. Upon award, CDW•G will generate a spotlight media piece at the CDW Newsroom site detailing the exclusivity of the CDW•G Sourcewell Agreement. These can be shared with select media publications. We also encourage both corporate and individual coworker social media channels to share releases at CDW Newsroom. Finally, it will be a part of a daily, internal newsletter that reaches CDW•G coworkers. 7. Sourcewell Branding Logo. A CDW•G and Sourcewell branding logo will be created to include on the email auto signatures of sellers with applicable customers. The logo will direct customers to the Sourcewell landing page. 8. Ability to Collaborate on Co-Marketing Efforts. CDW•G is able and willing to participate in cobranding marketing opportunities for all future proposals from Sourcewell. We are actively working to expand the Sourcewell footprint into strategic industries, opening up new channels of membership to Sourcewell. A sample document upload in this section includes the successful LE Supply Pro/National Sherriff's Association and CDW•G promotional effort. 9. Social Media. CDW's marketing team has many advanced tactics to reach Sourcewell customers in the US and Canada. Please see Question 33 for information on how our social media presence can generate and increase awareness. 10. Executive Sponsorship. Part of CDW•G's commitment to our customer base is constantly

		seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. Our Program Management team conducts quarterly business reviews with CDW•G executive leadership and a significant portion of this agenda is devoted to Sourcewell, including usage statistics and growth trends. The Sourcewell contract continues to be of great interest at CDW•G's executive level because of our successful growth strategies.	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who don't today, and won't ever respond to information presented that way. In 2019, many go to social media for their news and information. It's been reported the U.S. and Canada have a combined 50 million Twitter users. So ask yourself what sort of technology solutions company is not making use of one of the largest technology platforms to reach customers and future customers in these countries? We've been on Twitter since 2012 and as of this submission have more than 46,000 followers. Using technology to promote and sell technology —seems smart. At least it does to our company. In fact, CDW•G leverages an employee advocacy tool that spans social media. It's called Social Squad, and it allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has 2,248 registered members and gains more every day. In July, our employees shared 9,400 times and generated 26,700 clicks and 14,514,910 impressions. The platform also has an app available for iOS and Android. Social Squad members share content on a number of topics, including CDW news, products and deals, emerging technologies, product launches, featured partners, and more. In order for this contract to be used to the fullest extent, it needs to be embraced by both the IT teams and the procurement departments of eligible users. Other than first-hand experience, we think the best way to making a last impression on our customers' IT teams is storytelling. For this reason, we suggest a series of customer success stories, either written or potentially delivered as webinars. We envision a CIO or CTO to highlight how they worked with CDW•G and used the Sourcewell contract to solve a problem. The target audience for these webinars will be other CIOs and the engineers who work for them. We would ask Sourcewell to help develop this concept and eventually co-promote the message with the membership.	*
34	In your view, what is Sourcewell's role in p Sourcewell- awarded contract into your sale	Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.	*

35	Are your products or services available thr e- procurement system and how governme	Sourcewell members already procuring technology through e-procurement, and for those who might like to, benefit from a mature e-procurement practice, with a deep understanding of integrations and resources dedicated to driving customer adoption. In our experience, customers can save anywhere from $30-65 per transaction by using a reliable, secure e-Procurement system that automates their process from procurement to payment. As a company, CDW has completed more than 9,000 e-Procurement integrations. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Sourcewell members who would like to explore an integration, benefit from our best practices and lessons learned from nearly 20 years of integration experience. We've pretty much seen it all. We'll advise on what works and what doesn't. For example, we find that the best user experience is a mix of both eProcurement and EDI (Electronic Data Interchange) for invoicing and asset management. Or that government and education customers often realize significant benefits due to decentralized procurement structures. One of our largest education customers has 6,000 authorized buyers across 350 unique departments. CDW•G's e-procurement solution has helped them simplify procurement by using one system and leveraging the Sourcewell agreement. However, experience has also taught us that each customer requirement is different. Therefore we offer a wide range of systems to support member needs, including cXML, OCI, as well as EDI. Through CDW•G integrations, members are able to leverage their preferred e-procurement system or to visit our website that is custom designed for compliance and strict adherence to the Sourcewell contract. We've created a sample landing page that can be accessed here: www.cdwg.com/Sourcewell Our mature e-procurement practice also means members won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for Sourcewell members, allowing them to buy IT the way they need based on their specific requirements. We can set up member credentials within 24 hours, with most integrations taking fewer than 45 days depending on the needs of the customer. If invoicing is needed, that can mean additional time depending on complexity and testing with the customer. Beyond saving Sourcewell members time, CDW•G saves Sourcewell members money both through the aforementioned transaction savings and by charging no fees to set up their e-procurement punchout, EDI setup, creation of the portal, or a Purchase Authorization System setup. The only fees come from Members' own e-procurement software solution, as applicable. Outside of providing integrations at no charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walk- through of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&A. The training is optional and offered at no additional charge to the customer. We understand some Sourcewell members won't choose to procure this way, or maybe it's not currently available to them. That's okay, too. CDW•G offers our own Purchase Authorization System. PAS is a way to help customers control rogue orders and promote centralized billing with approval processes through our website. It is yet another way CDW•G maintains rigorous quality control standards on our procurement process. As part of our integrated solution capabilities, we work with both p-cards as well as invoicing and leasing through our site, to fit the different needs of Sourcewell members.	*

Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training and knowledge share empower customers in an increasingly complex and diverse technology environment. On prem, off prem, hybrid, as-a-service, mobility, virtual reality…there is much to grasp and understand. We're in awe of the autodidacts in Sourcewell's member base, but we also suspect many Members don't have the time to learn the nuances of every product they purchase, or would like to purchase, in CDW•G's catalog. For a contract of this size—most vendors competing for this Sourcewell contract offer technology catalogs featuring upward of 100,000 products—Sourcewell's ideal partner must have the resources in place to help Members fully understand their options in order to maximize investments. CDW•G supports Sourcewell members in a number of different ways. Members should work with their CDW•G account manager to take advantage of all our programs. Sourcewell members have access to CDW•G's deep value-added technology enablement resources. We have a team of more than 100 systems engineers in manufacturer-funded positions who provide pre- purchase support for their particular manufacturer's solutions. We also offer general technology learning services. For instance, CDW•G's Cloud Planning Services, hosted by our cloud team, combines workshops, diagnostic services, and consulting engagements to help Sourcewell members determine which applications and workloads are ideal for the cloud. We offer similar services related to nearly everything we sell in our Tech Solutions Library. From choosing a keyboard to modernizing a classroom, our experts provide thoughtful recommendations. Please visit our Tech Solutions Library for more than 400 entries: https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html For Sourcewell's many K-12 members, CDW•G offers specialized support. Our team of educational strategists assist in aligning teaching and learning with individualized technology roadmaps. Past topics have included effectively using technology in the classroom, designing digital curriculum, and furthering digital literacy and citizenship for staff and students. Please see our response to Question 41 for full details on this value-added resource. Another way CDW•G supports Sourcewell members is to enhance user experience through our close OEM relationships. For example, in partnership with the Cisco we recently hosted a Cisco Threat Hunting Workshop for customers in Nebraska. The workshop uncovered best practices for threat hunting, demonstrated how to incorporate threat hunting into daily workflow, and enabled participants to execute four real-world lab scenarios. And we offer device-specific support. * CDW•G's Microsoft Surface Hub Deployment and Adoption Services helps customers get the most out of their investment by delivering enablement activities that cover the Surface Hub journey from unboxing and setup, all the way through targeted adoption and teamwork training for end users. These training features are often included as part of a deployment package, but do vary on a case-by-case basis. We also leverage our OEM partnerships, including Lenovo and HPI, for self-maintainer programs. Many notebook and desktop manufacturers offer options for customers' IT teams to become self-maintainers. This typically includes a short test and a fee to gain the certification. These programs allow IT staff to perform equipment repairs in-house, saving time and money. Finally, we serve Members' technology training and development needs using CDW•G partners such as Directions Training. Together we have been offering excellent information technology and professional development training for nearly ten years. Our comprehensive training has been provided to many large commercial and government organizations, to include the City of Chicago, Ingredion Corporation, AutoNation, Kimberly-Clark, and multiple branches within the US Department of Defense. Trainings include custom fit solutions for all major technology categories, in addition to technical training programs for Microsoft, Cisco, Citrix, CompTIA, VMWare and many others. Our professional development sessions help private and government employees enhance their skills in communication, public speaking and presentations, project management, and more. This training also includes flexible options, state-of-the-art delivery, dynamic leadership, and an infallible dedication to students. Students can attend live, instructor-led training at multiple learning centers located across the country, virtually from the comfort of their home or office, or we are able to provide certified staff to conduct onsite training at a local facility. Additionally, Members have the ability to work with their dedicated CDW•G account manager to create a custom course at the time of your choosing or select from an array of times and dates for virtual training that are offered on a regular basis to many of our customers nationwide.
37	Describe any technological advances that your proposed products or services offer.	As a leader in technology solutions, we witness the "The Law of Accelerating Returns" in real-time. And while we're always looking for a partner to nerd out with on the latest tech (how about Tello, this terrific drone made by DJI that helps teach STEAM in schools to the next generation of programmers; check it out here: https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972), we also know there's so much else for Sourcewell and its members to do in serving the public interest. That is why Sourcewell's ideal partner will need to have its ear to the ground to be aware of all technological advances and cool new products that are out there, and also the practical understanding of how they benefit Sourcewell members. Here are a few select technology advances in CDW•G's catalog and how they benefit Sourcewell members: VR VR (Virtual Reality) at CDW•G has evolved quickly to keep pace with this rapidly changing market in order to provide the most current and up to date technology available today. VR is being used as a training application for Sourcewell members charged with educating and keeping us safe and healthy. In education, VR is used to engage children by taking them on an exploration or showing content in 3d with animations. Law enforcement uses VR in training to increase empathy in officers. Military applications are providing safer ways to train troops in a variety of situations. And this immersive technology is rapidly finding new use cases in medicine for evaluating tumors in 3d and even performing surgeries remotely. CDW Blueprint to Design™ We offer a value-added modern learning environment design service to help make sure educators' technology investments work together for a full learning experience. Our design service includes classrooms, media centers, cafetoriums, and STEM/STEAM labs, and comes from our experts in classroom and spatial design. Since it began in September 2017, CDW Blueprint to Design™ service has had more nearly 800 K-12 and Higher Education institutions sign up for the value-added service

while delivering approximately 450 completed design packages for our customers.
Drones
Sourcewell members in law enforcement, education, and federal government can benefit from CDW•G's drone solutions, along with high tech imaging solutions such as thermal, recognition and infrared. We recently saved a large railroad customer time and money by replacing their manual approach of photographing miles and miles of railroad track by horseback (really, still horseback!) with a drone technology solution.
Cloud In the classroom, the right cloud solution can improve innovation. Out of the classroom, the right cloud solution can deliver cost savings, enhanced performance, and, if deployed effectively, increased security. A recent survey showed 59% of IT professionals say they would make more use of cloud, but the complexity is holding them back. CDW•G's cloud experts help customers understand and efficiently procure this elusive technology by answering such questions as: What are we buying? Where is our data going? How is it helping us? CDW•G currently partners with more than 150 cloud providers to deliver SaaS, IaaS, and PaaS solutions. And if those acronyms seem a little odd or unfamiliar, we've got that covered, too. Our expert cloud team, nearly a decade old, includes solution specialists to explain how cloud works, and assess the benefits and risks of each solution for Sourcewell members' particular needs and environments. Additionally, to make sure we are keeping up on "The Law of Accelerating Returns," CDW•G has resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. Our OEM partners recognize us as a trusted partner when it comes to innovation. VMware recently awarded us with a Partner Innovation Award for the Empower Digital Workspace global award.
We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions, and their operability in the Member's environment. CDW•G has several forums and encourages customers to share knowledge and best practices regarding the solutions we provide. The CDW Customer Advisory Board is a private, online community where we research IT topics and find out about technology usage to aide in marketing material development. These community members do engage with one another on relevant topics that they face in their environments. Sourcewell members have the opportunity to join this community if they desire. Highlights of the Customer Advisory Board include:
- 1,250 customers in a variety of industries
- Members are primarily: IT Managers, IT Directors, IT Executives/C-Level
- Weekly Topics include: IT Spending budgets, Tech conferences, Customer service, Social Media, Go Green The following are various other forums in which customers review CDW•G solutions and
- LinkedIn: https://www.linkedin.com/company/cdw
- Facebook: https://www.facebook.com/CDWCorporation/
- Spiceworks: http://community.spiceworks.com/pages/CDW
- Twitter: https://twitter.com/CDWCorp
- YouTube: https://www.youtube.com/user/CDWPeopleWhoGetIT https://www.youtube.com/user/CDWTechvision
- Reviews on CDW.com: http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer-_-HowWeDoIt-_-Customer+Reviews As a testament to our efforts, we are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to ensure their products are market-ready, prior to their public release. For example, CDW•G participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations. And CDW•G was one of two partners worldwide who participated in the Early Field Trial (EFT) of Cisco's UC 8.0 rollout. We were developing on the software nine months prior to public release. When 8.0 was released to the public, all CDW•G engineers were already trained to deploy the solution and were familiar with known differences from prior versions. Added to our OEM expertise and advanced solutions, CDW Technology Support is our branded offering backed by the OEM collaborative warranty support service. CDW•G will take the first call for Members to help resolve their issue and, if needed, provide an engineer onsite to perform a hardware replacement. If escalation to the OEM is required, CDW•G will do that on the Member's behalf. Because of CDW•G's depth and breadth of expertise, in the case of a Cisco solution, we are able to get a top-level TAC engineer more quickly than a Member can, resulting in quicker incident resolution.
For more information, please see our Additional Documentation uploads.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As an IT reseller we do not build the products we sell (though we make green technology solutions clearer, and for more information on this please see our response to Question 39). We do recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principles of sustainable development is through our beGreen program. The beGreen program, which has been around more than 10 years, provides CDW•G coworkers with a platform to reduce, reuse and recycle in an effort to make our operations leaner, more efficient, and more environmentally responsible. We continually develop these efforts to comply with ISO 14001 standards. Since we kicked off beGreen, CDW•G has seen overwhelming coworker participation. Coworkers have the improved environmental efficiency led to these two actions: 1. Our Las Vegas Distribution center has 2. Our Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment. beGreen is a consideration in everything we do. Our downtown Chicago office is moving in the next few years to accommodate our growing company. Similar to the products we sell, we don't build the buildings we work in. But we do recognize our part in environmental responsibility and that is why we our future office location is LEED certified for its design and construction. Select beGreen program highlights are below. For our full environmental policy and commitment, please see "CDW•G Commitment to the Environment 2019" in the Additional Documentation uploads section. ISO 14001:2015 Certification CDW•G's distribution centers are ISO 14001 certified, which is the internal standard for environmental management systems. This certification has been awarded to CDW•G's distribution centers located in Vernon Hills, IL, and North Las Vegas, NV. Sustainability at CDW Lighting & Energy Management. Our offices and Distribution Centers are outfitted w waste power after hours. Eco-friendly Alternatives. Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment. Coworker Engagements. CDW•G Illinois locations are past winners of the Illinois Governor's Sustainability Award, recognizing private and public Illinois organizations who have implemented outstanding and innovative sustainable techniques or technologies, demonstrating a commitment to sustaining our environmental, social and economic health. Recycling Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, v from a peak of three times a week to only twice a year. Packaging and Transportation Over 95% of ou manufacturer packaging, instead of being repackaged in new boxes. We have also redesigned our box e maximize the amount of product put into each box. *
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sourcewell members in the public sector have a responsibility to procure sustainably. As stated in Question 38, none of the products we sell are manufactured by CDW•G. Which is a benefit to Sourcewell members. This allows us to be more objective about what's right for each Member's initiatives. Since green products, energy efficiency, life-cycle design, and other sustainability factors are important to Sourcewell members, our account managers compare the various OEMs we sell and determine equipment and products that support their goals. We do try to help where we can. For example, though CDW•G has our own internal policies regarding recycling, we do not take back old equipment from customers. However, we can direct Sourcewell members to trade-in and asset disposal programs through partners to help properly dispose of or recycle hardware. * These are some of the programs we offer Sourcewell members: - NEC Program: https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html - Panasonic: http://panasonic.anythingit.com/ - ClearCube: https://www.clearcube.com/upgrade - PlanITROI: https://planitroi.com/

40	Describe 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 of certification (as applicable) in the document upload section of your response.	Sourcewell members in the public sector promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and woman-owned, small business, veteran-owned businesses, and LGBT-owned businesses. Sourcewell's ideal partner on this contract will empower all types of diverse suppliers in the marketplace, not just one or two. CDW•G does not hold any WMBE, SBE, or veteran-owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. By not being a diverse prime, we have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the Sourcewell opportunity. That's part of the CDW Experience. Through data extracted from the BLS Quarterly Census of Employment and Wages, we estimate the economic impact from our U.S. supply chain supported over 6,800 Diverse and 3,600 Diverse Small Business Enterprise American jobs in 2018. Also, in our experience customer diversity initiatives are not always met by one or two specific certifications. Each customer has different goals and CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications: - Minority Business Enterprise (MBE) - Women Business Enterprise (WBE) - Lesbian Gay Bisexual Transsexual Business (LGBT) - Veteran Business Enterprise (VBE) - Disability Business (USBLN) - Women Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) - Veteran-Service Disabled Veteran - Small Business - HUBZone We launched our Supplier Diversity program over a decade ago. Our leader in Supplier Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2019. Kristin and CDW•G coworkers participate in workshops designed to help diverse suppliers learn about contracting opportunities. Recently they attended an event with the City of New York that attracted over 60 diverse suppliers. In recent years, CDW•G has seen continued increases in diverse spend since the program's inception. 2018 overall reported diversity spend exceeded $2B, equating to 12% of our organization total spend with suppliers. In the same year, we were named a Finalist by the National Minority Supplier Development Council for Corporation of the Year. In 2019, we were named * US Veterans Magazine Best of the Best Supplier Diversity Program. Please see a letter of recommendation from QnA Tech, a small minority owned firm focusing on IT solutions, as further, real-world evidence of our commitment to working with diverse suppliers. CDW•G can offer Sourcewell members partnerships in one of two ways: The Tier I Program CDW is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spend goes directly to the diverse firm. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW. Our growing list of suppliers means that customers can count on CDW to deliver against their diversity spending targets. CDW has also partnered with MBE/WBE leasing companies that can support customers' Tier I spend requirements. The Tier II Program In an effort to foster even more opportunities for small, diverse businesses, CDW launched a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution and logistics partners. The program's goal is simple: to further opportunities for competitive diverse companies to supply goods and services to CDW and deliver them to our customers. CDW also provides Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW purchased from diverse suppliers, all items that our customers purchased from CDW, and all items that CDW purchased from diverse suppliers to fulfill customer orders directly. One more important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, the National Veteran Owned Business Association, and the National Gay & Lesbian Chamber of Commerce. Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	When Sourcewell evaluates vendors for this next Technology Solutions Catalog contract, we suspect many of the product and services catalogs will overlap. That's life at the top of the IT solutions market, we suppose. But how many of these vendors can stand apart and point to unique solutions? Unique in the true sense of the word. CDW•G stands apart with the following unique attributes we offer Sourcewell members: Sales Support CDW•G's Sales Academy equips new sales coworkers with the skills and knowledge necessary to be effective, successful, and consultative extensions of your IT staff. The Sales Academy is a five-and-a- half-month curriculum for Public sector, Corporate, and Small Business sales account representatives consisting of three phases: Phase I: offers a classroom environment focused on immersing account representatives into the CDW•G culture, systems, technology and professional selling skills Phase II: provides an opportunity for account representatives to immerse themselves into CDW•G segment specific training as well as practice their skills. Phase III: account representatives work with CDW•G customers while continuing their development with dedicated coaching and trainings from a top performing sales leadership and coaching team

Our experiential learning curriculum uses a complete blended delivery model including classroom activities, eLearnings, one-on-one coaching and roundtables, and the Sales Academy delivers that and more. Sales team shadowing and real-world assignments prepare account representatives for the reality of day one on-the-job. In addition, account representatives are provided cutting-edge resources such as a searchable online help tool. CDW•G has implemented a measurement strategy to ensure that any account representative graduating from the Sales Academy is able to perform job tasks and responsibilities skillfully. This strategy includes exercises, assessments, and tests. Throughout each phase of the Sales Academy, account representatives are coached to understand and address the unique challenges within their focus segment: K12, Higher Education, State & Local Government, or Federal Government. We understand that each customer and segment are unique and feel that our training should mirror those nuances. All of these components--technology training, system training, on-the-job immersion, and segment focused coaching—combine to create an onboarding experience for new account managers that has the right balance of technology acumen and real-world skill development and practice. Our goal is that each account representative is able to serve as a valuable asset to our customers—helping them to address their challenges and meet their goals through technology. Our salesforce is trained to understand and support the broad portfolio of products and solutions that CDW•G offers. We also understand our customers' need for deep expertise on particular products and solutions. That is why our account teams are supported by a large team of more than 100 presales systems engineers, both CDW•G-badged and vendor-funded positions, who provide presales support for specific lines of business and particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance. Your account representative will still serve as your main point of contact and quarterback the project to make sure that the process is simple and seamless for members.

E-Rate

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over $200M in total internet connectivity solutions to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we ensure our E-Rate customers have a collaborative and positive experience when working with us on their E-Rate projects, including our dedicated E-Rate invoice team who ensures expert handling of both BEAR and SPI E-Rate invoicing. Mark Ellis, Manager, Program Management, David White, Program Manager, and Amy Passow, E-Rate Specialist, offer schools their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. David prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete. Amy advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Amy assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

eSports We know the world of eSports is growing fast. The estimated annual total revenue that will be g experience with gaming laptops and desktops, *

gaming monitors, mice and keyboards, gaming headsets, graphics cards, and furniture. We feature key manufacturers for this burgeoning industry such as iBuyPower, Logitech G, Micro-Star International (MSI), PNY.

Public Safety In 2007, CDW•G's Public Safety Team was chartered with the mission of aligning the IT industry around the unique challenges of law enforcement, fire, and emergency medical customers. We are proud of its history within the public safety community and long-standing relationships achieved through partnership, membership, leadership and sponsorship with local, regional and national associations. CDW•G participates in public safety focused conferences and events, helps deliver training and education, and works together with organizations including the International Association of Chiefs of Police (IACP), the International Association of Fire Chiefs (IAFC), and the National Sheriffs Association (NSA). Our relationships and targeted expertise afford us with a unique platform to expand Sourcewell's reach into previously untapped markets.

One such relationship is with the National Sheriffs' Association (NSA) that support over 3,100 Sheriffs offices nationally. In 2018, NSA wanted to provide an on-line marketplace portal for everyday goods and services to its members. They solicited the industry to develop the portal, and selected LESupplyPro (LESP), a law enforcement focused cooperative, as a partner, and began development of the marketplace. While working with NSA, the CDW•G Public Safety team noticed there was no technology category in the NSA-LESP portal offering. The team was able to educate NSA on the value and benefits of the Sourcewell agreement, and through these efforts, NSA and LESP named CDW•G as the exclusive technology partner on their NSA-LESP contract. This customized Sourcewell agreement has expanded Sourcewell adoption and membership into a new market while also providing a tailored contract structure that gives back to local law enforcement agencies and helps them further support their mission—serving and protecting citizens. Looking forward, CDW•G envisions continuing to increase the number of members accessing Sourcewell's CDW•G contract by using our unparalleled reach and segment focus to penetrate new markets and maximize Sourcewell's overall contract adoption.

K-12 Education Strategy Team

In response to the increasing complexities that schools face scaling digital learning, CDW•G has

		created a K-12 specific Education Team made of former educators and experts. Collective Previous Experience - Chief Information Officer - Certified Project Management Professional - Google Certified Innovator and Trainers - Google Certified Level 1 & 2 Educators - Google Apps Certified Administrator - Google Apps Certified Deployment Specialist - Teacher of the Year - Instructional Technologist - Learning Environment Advisor - Microsoft Innovative Educator Trainer - Microsoft Expert Educator - Classroom Teacher - District Superintendent - Developmental Reading Specialist Our K-12 strategy team analyzes research from multiple experts in the education technology industry such as ISTE, CoSN, Future Ready Schools and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations. On a recent past project CDW•G assisted an eastern school district with setting up a STEM Academy for the following school year—resources, materials, products, lesson resources. As a no-cost program, Sourcewell CDW•G saved the district between $2,000-4,000.	
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	CDW's significant presence in Canada, detailed in Question 25, allows us to focus on providing products, services, and local support to our Canada customers. CDW has a large Product & Marketing organization in Canada. This team comprises mainly Partner Managers, who support 1000+ vendor relationships, including their new technology launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcewell members. Similar to in the United States, we also have onsite vendor specialists for larger partners such as Adobe, Cisco, HPI, HPE, Lenovo, Microsoft, and more. Our business model in Canada provides exceptional product availability and quick turnaround from the largest inventories of top brand-name manufacturers in the industry. We attribute this to our strategic relationships with the industry's top distributors. There are several main distribution partners in Canada, including Tech Data and Ingram Micro, all of which CDW Canada has a direct line of communication with through a dedicated CDW resource. CDW Canada strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Historically, our same-day order fill rate has been 97%-99%. Our recent acquisition of Scalar Decisions Inc., one of Canada's largest technology solutions providers, enhances the value that we deliver in Canada in the following areas: professional services, security, infrastructure, and cloud technology.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	CDW•G does not manufacture products, but Sourcewell members' IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through members' dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet members' needs. In order to understand all of our best-value options, we recommend members work with their trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance. For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Sourcewell members when left to manage this part of the technology lifecycle on their own. Imagine for a minute Sourcewell members with small IT staffs left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage for members bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. Please refer to our document upload in this section for more information on Maintenance Contracts.	*

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Rather than imposing usage restrictions or other limitations on our warranty services, CDW•G enhances coverage options for Sourcewell members through our warranty extensions and uplifts. As stated in Question 43, our experience is that many customers choose the standard OEM warranty for their purchase. Which is fine. In instances where the OEM warranty isn't sufficient, CDW•G offers competitive solutions to augment the OEM's warranty to minimize risk and ensure ongoing performance. Included in our portfolio: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services Additionally, understanding best-value procurement does not stop at the sale, CDW•G keeps the communications lines open with our customers to be sure the warranties they hold continue to meet their needs. For instance, shortly after award on a U.S. Marine Corps (USMC) BPA, CDW•G recognized the warranty provided was not offering the level of service required for USMC. We replaced this warranty without any impact to the customer, indicative of the reliability of our quality approach and our focus on upholding our commitments.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Some do and others do not; it depends on the warranty coverage selected. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. However, in our experience SOW-based services are not typically warrantied.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	As mentioned, it depends on the warranty coverage selected. In most cases, warranty support is fulfilled directly by the manufacturer and coverage will vary on a case-by-case basis. Where Sourcewell members opt to enhance the standard manufacturer warranty, we have access to certified technician resources through in-house technicians and strategic local partnerships that cover the United States and Canada. We will work with Sourcewell members to identify the best-value solution. Response times and SLAs can vary by location. A commitment we make to Members is that they will always know what they are buying and have clear instructions on the coverage and how to activate warranty claims, whether they be on-site, depot repair or mail-back programs, we believe in complete transparency of the service.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In those instances where Sourcewell members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience.	*

48	What are your proposed exchange and return programs and policies?	Should Sourcewell members need an exchange or return, CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. All products must be returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days. For returns initiated after 30 days, fees may apply. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or they can request a check be sent to them. For full information on our return programs and policies, see CDW's full Product Return Policy at the following link: https://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf For all questions, issues, and concerns, Sourcewell members' CDW•G account manager continue to be at the center of the customer service and support experience. By contacting their account manager to initiate the return process, Sourcewell members will receive individualized support that ensures the best outcome. CDW•G account managers—and our customer support teams—facilitate and track all returns. These coworkers deal with RMAs on a daily basis. And when returns cannot be made to CDW, Members in need of advocacy with manufacturers regarding exchanges, returns, or any aspect of their IT investment can count on their CDW•G account manager to advocate for them with the OEM. CDW•G also offers Customer Relations service at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com for customers to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. Added to our programs and policies, Sourcewell members can trust that they are receiving the approved OEM warranty with each purchase through CDW•G's secure supply chain. 99% of our products come from authorized sources, with the other 1% customer requested sources. Once products are received at our distribution center they are investigated and tracked according to the return merchandise authorization number assigned to each order. The end user/customer is then notified that receipt has been confirmed. All of CDW•G's shipping and quality processes are based on the ISO 9001:2008 certification standards.	*
49	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell members may choose from a range of service options available through CDW•G (fees may apply), including the following: - We offer a collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell members' software, licensing and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the members' behalf. - We offer through our strategic partners an extended service/help desk, where a phone number is provided and we can take calls and provide support. This option is useful for Members who may not have a robust IT support program and seek a 3rd party solution. - We offer tech support (U.S.-based help) for five years from purchase through either phone or chat (M-F, 7am-6pm CT), or email (reply within 24 hours). - We offer CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. - We offer Cisco SMARTnet Service, an award-winning technical support service that give members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 50 specialists with years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools. And CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist Team. - We offer a Software Asset Management (SAM) solution powered by Snow Software hosted in our cloud through a subscription. This productivity enhancing tool is an advanced and user-friendly SAM solution that empowers customers to reduce their licensing expenditure while mitigating the various compliance risks associated with the administration of software agreements.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	CDW•G's standard payment terms are net 30 days from the date the invoice is issued.	*

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. For example: Apple Financial Services almost always makes sense for Apple products. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps: 1. An initial discovery session to understand member goals, requirements, and budget 2. An assessment review of members' existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future design, and proof of concept 4. Procurement, configuration, and deployment of the final solution Our diverse portfolio offers Sourcewell members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work to set that partner up. For example, we have partnered with National Cooperative Leasing (NCL) by onboarding them as a leasing option for our Sourcewell members and continue to develop this partnership. We have begun the plans of putting together a Leasing Planning Meeting between NCL and the CDW•G Leasing Team to build out a collective strategy for our customers asking for leasing in relation to this Sourcewell agreement. Sourcewell members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Sourcewell's 50,000 members are a diverse bunch and should be able to procure IT in the way that suits them individually. As part of the CDW Experience, we strive to make this possible. Members can place an order through the custom premium contract page we set up unique to each Member organization; Members can place an order through their account center feature at www.cdwg.com; or, because we know IT can get a little complex at times and it may seem we have a bajillion options, Members can pick up the phone and dial their dedicated account manager, who is always happy to chat and place an order that way. There are benefits to each method. For example, in Members' premium page, they will see the contract price in real-time as it takes into account market discounts and other factors. For online ordering, we can set up a demonstration to make sure that Members are familiar with the functions and benefits of their customized system. By placing a phone call, Members can bounce their needs, wish lists, concerns, or heck, even ideas for a home improvement project off their dedicated account manager trained in CDW•G's products and services. Once the order is placed through any of the above methods, it goes through a number of quality control steps to ensure what's received is what was ordered. First, the order is reviewed for accuracy by Members' CDW•G account team. Once confirmed, it is sent to our Credit Department for approval and credit-release. The member will receive immediate confirmation via email. In addition, real-time order status information is available 24 hours a day on Members' CDW•G Account Center. The order status feature enables Sourcewell members to sort orders by status: open, completed, backordered, and cancelled. After the order is credit-released, it is sent to the Purchasing Department to have the product pulled from stock, or, if the Member has a Staging Agreement or planned roll-out, it comes from the Members' dedicated inventory. Members benefit from the fact that CDW•G has two strategically-

		located distribution centers that hold $220M of inventory, on average. At any given time, we maintain 1-4 weeks of stock supply ensuring items are consistently in stock for rapid deployment. CDW•G's distribution centers are designed for continuous commitment to accuracy, quality, and speed. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year. Our facilities have multiple levels of storage, miles of high-speed conveyors and sorters, UPC bar code scanning, product serial number capture, and—well, so this is one of those times where things in the technology procurement process get a little complex. Should we just leave it at our shipment accuracy rounds up to 100%? Or, we invite you to take our nifty virtual tour: https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html As one of the largest direct marketing resellers in the U.S., CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have onsite employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. For orders using the Sourcewell contract's terms and conditions, the Sourcewell contract is identified at the line item level or on the Statement of Work, and this triggers our Contract Editor system (Please see our response to Question 63) to ensure the sale is captured as a contract sale and our internal controls go to work. The Sourcewell Member receives invoice detailing Sourcewell contract has been used and this leads into reporting. For managing the contract and providing quarterly sales reports, Sourcewell h post- award process. Other companies often leave contract management to th outside of the scope of the RFP erroneously being purchased through this c The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcewell to highly manual, daily federal reports. We have been sending these for the past 20-some quarters on the current contract, and are available to meet with Sourcewell to review any details and answer questions, as needed. Sourcewell and its members will continue to benefit from CDW•G's exacting, on-time reporting standards. CDW•G will not be using a dealer network as part of our response.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, Sourcewell members can use P-cards in both eProcurement and non-eProcurement orders. There is no additional cost for using this process. However, Members who opt for payment terms (e.g. Net 30) are not then allowed to settle terms by invoice with a P-card. As an added capability at no additional cost, CDW•G is capable of providing level 3 information on P-Cards for Visa, MasterCard or American Express. This service provides line item detail remittance of the transaction on member cardholders' statements. Level 3 allows the member agency to track expenses and to ensure that the products purchased on its card were in fact legitimate purchases.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

54	Describe your pricing model (e.g., line-item discounts or product- ca materials (if applicable) in the document upload section of your resp	To ensure Sourcewell Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified model that Sourcewell members are familiar with on the current contract: Percentage discount off CDW•G Nationally Advertised Price (Advertised) for technology products and services categories, available at www.cdwg.com We believe the best solutions are simple to price, simple to sell, and simple to implement. Though Sourcewell members will be able to choose from over 100,000-strong technology product catalog, CDW•G makes understanding the discount and pricing Members will receive simplified by organizing our diverse catalog into 25 commonly recognized item categories: Accessories, Power, Cooling & Racks, Desktop Computers, Data Storage/Drives, Enterprise Storage, Point of Sale/Data Capture, Servers & Server Management, Notebook/Mobile Devices, NetComm Products, Carts and Furniture, Printing & Document Scanning, Services (Partner Delivered), Software, Collaboration Hardware, Video & Audio, Cables, Warranties-Product Protection, Video Hardware, Interactive Whiteboards, Interactive Flat Panel Display, Chromebooks, Google Chrome Management SaaS, Apple products, and Amazon Web Services. Special pricing and extra discounts we have secured through our close OEM partnerships are reflected in the percentage discounts calculated off Advertised. CDW•G publishes, maintains, and provides access to Advertised at www.cdwg.com as we do for other large-scale contracts and all of the open market business we transact. While we've seen some public sector customers prefer to use a discount off MSRP (Manufacturer's Suggested Retail Pricelists), the unique cost- savings Sourcewell members have come to expect from the current contract cannot be realized on the next contract with that type of structure. Using Advertised allows members to realize greater cost-savings due to a better dynamic price baseline driven by current market conditions and pricing trends. In general, there is a downward trend in IT hardware and software cost over time, and CDW•G's Advertised is benchmarked against current market demand as well as live pricing on our competitor's websites; it is then adjusted to remain competitive in the marketplace. One of the benefits of using CDW•G's Advertised is that it is available 24/7, and Sourcewell members can feel confident that pricing is both up-to-date and competitive, rather than a static number that does not accurately reflect the true market. A well-recognized example of volatility is when a new iPhone releases for $699 and the one bought just yesterday suddenly drops in value from $399 to $99. A number of unique factors contribute to CDW•G's ability in setting a competitive price point: Volume CDW•G processes one order transaction nearly every three seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, and CDW•G's staff of pricing specialists and Product Management teams adjust accordingly. Sales Data Our sales systems show ordering trends by product, indicating slo evaluate our prices. Supplier Relationship CDW•G's strong supplier relationships provide aggressive pricing and forward-looking analysis. Our relationships with multiple providers give us a real-time look at 'alternate path' pricing. CDW•G's Advertised tracks and adjusts the prices on a large set of products on a weekly basis. Competitive Price Analysis Sourcewell can trust that contract pricing is competitive with other large- scale contracts. As stated above, by tying your discounts to the CDW•G's Advertised reference point, we ensure real-time competitive pricing for purchases over the life of the agreement. All of the products we expect Sourcwell to consider as part of this offer can be found at www.cdwg.com/sourcewell. Additionally, we have provided sales for Sourcwell members in Canada through our CDW Canada affiliate. The discounts are off CDW Canada Advertised price and are quoted in local currency (CAD). Categories of Canadian catalog are similar though not identical. Please refer to our Canadian pricing offer in the required Pricing document uploads for more information.	*
55	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.	CDW•G: 0% to 13% Discount off Advertised Price CDW Canada: 0% to 7.75% Discount off Advertised Price	*

56	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell prices and percentage off discounts listed in our proposal are the ceiling price at QTY 1. It is our experience, both on the Sourcewell contract and across the broader scope of our business, that few purchases are made for QTY 1 and that often we can share additional discounts with customers through our close relationships with key OEMs. On the current contract, we advocated for Sourcewell members and secured volume discounts on a number of OEMs, including HP and Nutanix. By purchasing in volume or as part of a larger project, approximately 20% of Members enjoyed discounts between 10-20% below the contract ceiling price throughout 2018. Additionally, CDW•G maintains our two distribution facilities with over one million square feet of inventory space available. While our competition tries to paint these facilities as an unnecessary expense, they miss out on one of the key benefits of our model. CDW•G can regularly take action on strategic buy-in programs offered by distributors and OEMs as they feel pressure of product accumulating in their supply chain or need to attain a certain sales threshold for a financial milestone, such as their end-of- quarter or fiscal year. When these opportunities arise, CDW•G has adequate space available to buy in hundreds of units at a reduced cost—and we choose to blend that cost with the general inventory, driving down prices for Sourcewell members in the process. And let us say the ways and means of discount/rebate programs offered from competing vendors on this contract will certainly all sound appealing. But take note that without a team dedicated to tracking and managing purchases, and applying those special discounts appropriately, any resulting oversights will be as inexcusable as letting a puck slip through the five- hole. As part of the CDW Experience, we have a team of program management professionals, including a contract manager and contract analyst dedicated to Sourcewell, who ensure that Sourcewell members receive all program benefits.
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. 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.	Due to our routine partner reviews, we rarely run into having to onboard new vendors or products for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the CDW Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department. Again, this is one of those components of technology procurement that is extremely complex behind the curtain, but for Sourcewell members the benefit of working with CDW•G is simple: security. When sourced products or related services are needed, CDW•G can easily facilitate this process for Sourcewell members. In instances where an entirely new product or related service becomes available through our catalog, such as when we began selling AWS on the current contract, our Program Management team works with Sourcewell to add it to the contract at a reasonable percentage discount for Members, taking into account relative category discounts already established on the contract. As for facilitating related services, CDW•G has the resources to develop and deliver services that require nonstandard options, or unique scopes of work, pricing and specific terms. We work with our solution architects and partners to create these project scopes and provide a wide range of services. We then have a team of service contract specialists and service contract negotiators dedicated to drafting, editing, reviewing, and negotiating service contracts to meet the specific needs of our customers. In addition, CDW•G has legal resources to negotiate customer-specific terms and project-specific terms for our customers. The contracts team handles service contracts from initial drafting to full execution of a statement of work, ensuring the Sourcewell members’ experience is streamlined and services can begin in a timely manner.
58	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.	All costs to serve Sourcewell members are included in the pricing. Services are quotes as designed by the Member and may include training or implementation costs, which are included at the time of quote and never ‘tacked on’ after purchase.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Free ground shipping is for the cheapest ground option. For all other options, we offer Members a freight difference option. An example of this is our Discounted Overnight Shipping program. Members can elect a faster delivery method and receive a discount from our standard overnight price equivalent to the standard ground shipping benefit they would have received for the same items. For example, if standard ground freight would have cost $10 and the 2-day air option costs $25, then the Member is asked to pay $15 for 2-day air – the difference. In this methodology, the Member retains the benefit of the ‘free ground’ consideration.

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell members placing orders in Alaska and Hawaii, freight options are Ground, Express, and Priority, though these options can vary depending on shipping address. Once an order is entered all available options to that shipping address will be shown. Specific carrier options are UPS, USPS, CEVA, and UPS Freight. Transit Time are Ground 3-5, Express 2-3 Day, Priority 1-2 Day, though these can also vary depending on when the shipments leave on the truck. For Sourcewell members placing orders in Canada, standard terms for Shipping are: F.O.B. Destination, Freight prepaid, and added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary and Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and Tech Data within Canada to complement our purchasing model. That's why over 95% of all credit approved, in-stock orders are shipped the same day and are received the next business day. In most instances, Sourcewell members can expect purchases to be delivered the next day or within an average of 3 days by standard ground transportation. CDW Canada through distribution partners uses UPS, Purolator, FedEx, and many other freight carriers for larger shipments. *
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While most of our industry is down-sizing and drop-shipping, CDW•G maintains a unique blend of operating our own distribution centers with drop-ship capabilities, where sensible. We have distribution centers in Nevada and Illinois that are a combined 1,000,000 square feet. Though the Illinois center primarily serves the eastern United States and the North Las Vegas center the western U.S., our two distribution center model allows us to ship based on availability and at a historical accuracy of 99.7%. More than 460 distribution coworkers work a 24x5 work schedule and we have the ability to scale up during busy seasons. Our capacity to ship is at 54,000 boxes daily, though our single day record is 37,000 boxes, leaving us plenty of capacity for this growing contract. Our customers appreciate the trickle-down value these distribution centers provide, which also allow us to offer better service on imaging, staging services for large roll-outs, and White Glove Services on the millions of Chromebooks we sell each year. We provided customers, many of them Sourcewell members, over several million Chromebooks in 2018 and performed White Glove Services on upward of 30%. Where customer projects don't require configuration or custom services, our drop-ship capabilities allow us to keep costs down. As further evidence of the unique level of service we can deliver, CDW•G was selected to be the sole mobile device provider for the 2020 U.S. Census, scheduled to deploy nearly 500,000 devices over the life of the contract to United States Census Bureau Headquarters, Census Offices (250+), and selected 2020 Decennial Census employee homes. This year, CDW•G has successfully deployed over 65,000 devices for the project. Due to our capabilities mentioned above, we are currently delivering on orders with the same exceptional service with no disruption to our normal business. *

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	*Generally and in aggregate, the pricing to Sourcewell members is lower than that offered to other cooperatives or state purchasing departments.

Audit and Administrative Fee

Line Item	Question	Response *

63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	With respect to CDW•G's compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement. After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, CDW•G dedicates a highly specialized Program Management team led by Mark Ellis and David White for our K-12 Education and State and Local Government contracts. Mark, David, and their team are experts in general contract management, and specialized in the Sourcewell agreement. Mark is very familiar with Sourcewell's unique place in the cooperative contract space, drawing on lessons learned and historical data dating back to CDW's first contract with Sourcewell in 2004. Mark and his team are tightly integrated into the contract requirements and how compliance matters to the Sourcewell Membership. The next element of CDW•G's compliance process is a defined self- audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at https://www.sourcewell-mn.gov/member-lookup or via regular updates provided to CDW•G from Sourcewell's contract administrator Lindsey Meech. Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The CDW•G Program Management team uses a custom contract management tool called Contract Editor. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items: * - Customer access to contract - Contract pricing - Contract shipping commitments - Contract fee compliance The tool matches Sourcewell's unique contract code from a data pool of all CDW•G sales. We access this information to ensure our reports are submitted quarterly and on time, just as we've done for nearly 20 quarters on the current contract. For example, during one recent quarter, CDWG reported $187M total sales to a total of 6,123 individual Sourcewell members representing all of the public sector segments, as well as non-profit agencies in all 50 states. These sales included products and services sourced from 663 individual manufacturing partners. Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage a report of this size and scope with all of the necessary detail, cross referenced to Sourcewell's membership database and in compliance with all of the contract's pricing rules. Before we submit our contract sales report to Sourcewell, the CDW•G Program Management team quality checks the report. Because we are committed to accuracy, our team goes through the entire report line-by-line to ensure membership access to the agreement, which confirms only Sourcewell members are accessing the agreement, providing any data we need to follow up on something that doesn't look right. During the recent quarter, a total of 226,639 individual notebook computers were sold during that three-month period—the report consisted of 83,000 lines, each representing an individual transaction. Good thing we hire only the biggest contract nerds out there. This thorough review also ensures pricing is sold at or below the agreed upon contract price, the proper administrative fee is remitted to Sourcewell, and confirms all of the available value-adds we've negotiated for Sourcewell members, such as free freight on orders using the cheapest ground shipping options. After we've submitted the report, we meet with Sourcewell to review the pricing and reporting to discuss any price discrepancies or numbers that look amiss to ensure we are meeting all of Sourcewell's requirements.

64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CDW•G is proposing the same general administrative fee which led to more than $2,500,000,000 in sales over the term of the current contract: 1.00%. At CDW•G, we think simplicity and continuity is a good thing. Sourcewell and CDW•G both experienced record growth on the current contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows (please see Question 9 for our expectations). For select product categories in our offer, to best meet Sourcewell member needs we propose these fees: - Software: 0.25% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.25% - Amazon Web Services: 0.25% To best serve Sourcewell's grow 1.50% For select product categories in our offer, to best meet Sourc - Desktop Computers: 1.00% - Notebook/Mobile Devices: 1.00% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.00% - Amazon Web Services: 0.00% - Microsoft Azure: 0.00% - Apple: 1.00% We are confident in our fee structure due to our track record of success, and a mutual understanding between CDW•G and Sourcewell that the highest fees don't lead to the highest growth. CDW•G has alternate cooperative contracts in our portfolio—it's worth noting any company with the resources necessary to provide on a contract of Sourcewell's size will in all likelihood hold numerous cooperatives—yet our sellers consistently choose Sourcewell because of its unique advantages: member focus, flexibility, and fair administration fees.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we've found to be good indicators for a successful partnership are the following: - Customer Utilization ("spend" - breaking down by segment: State & Local Government, K- 12 Education, Higher Education, Federal Government) - Technology Category penetration - New members brought into contract - # of opportunities - Customer Satisfaction survey responses - Repeat customers - Customer % that grows As Sourcewell knows from the quarterly reports CDW•G's Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcewell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.
66	Describe your capability to report Sourcewell me eco- labe	For Sourcewell members concerned with the environmental impact of their procurements, we track industry-recognized data to help them understand their footprint. Sourcewell members can receive from CDW•G both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we provide quarterly, calendar year, or fiscal year reporting, depending on members' needs. Sourcewell members with custom time-frame reporting requests typically are honored as well. As a value-add to presenting the raw data, upon request CDW•G's Program Management team will save time for members with a summary tab that provides a snapshot of their spend by EPEAT/Energy Star versus all spend, for products we have collected this information on. If Sourcewell members have further specific requests, such as category breakouts in an easy-to-read summary, CDW•G can work with them to provide that as well. Finally, CDW•G's account managers help Sourcewell members understand and meet green initiatives. Our sales force will guide Sourcewell members toward solutions with environmentally preferred attributes at the pre-sale stage, and also make this a part of quarterly business reviews so that members are aware of our green offerings.

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With new environmental legislation being proposed at all levels of government, Sourcewell members require a partner that can help them understand their purchases and remain compliant. Eco-labels, ratings, and certifications for solutions in our catalog can be found on CDW•G's website at www.cdwg.com. CDW•G can also help Sourcewell members in determining environmentally preferable solutions through a number of ways, including training our sales force on the changing requirements of environmental legislation at all government levels, and offering solutions that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE Standard for the Environmental Assessment of Personal Computer Products.
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	Any reseller that believes it has the size, resources, and capabilities to meet the high standards established in recent years on the Sourcewell contract will in all likelihood hold multiple cooperative agreements. CDW•G has partnered with multiple coops for 20 years, and we are proud to say all of our historic partners have grown. Similar to our successful approach in offering competing brands of technology, we have a well-formed group of core coop partnerships that offer different benefits to their membership base. CDW•G does its sincere best to provide clear information to customers and help them in choosing both the right technology as well as the right contract for their needs. By working with CDW•G's Program Management team who are experts on each contract, our account managers are kept up-to-date on contract benefits and requirements, along with any changes to programs, which they pass along to their customers for a complete procurement picture. Each cooperative has a unique Program Manager to avoid any conflict of interest as the team works on marketing plans together. CDW•G's organizational structure supports this contract specialization, ensuring each contract partner receives the individualized attention it deserves and that allows it to grow and be successful. Sourcewell will have two trusted members of CDW•G's Program Management team who handle all reporting, who are experts on Sourcewell's unique benefits and requirements, and are responsive to Sourcewell's needs. Our strategy is not to pit cooperatives—or technology brands for that matter—against each other, but to have individualized growth plans and objectives. After the evaluation committee has read through our proposal, we hope ours for Sourcewell is clear and inviting. Please remember, as Sourcewell's primary IT contract partner on the current Technology Solutions contract, CDW•G has furthered our history of alignment, trust, and accelerated contract adoption. Due to a disciplined organizational strategy, we have collectively grown the Sourcewell contract revenue by 44% over the last 5 years and increased the number of members accessing Sourcewell's CDW•G contract by 23%. Keeping a similar alignment in the future, we expect growth to continue from our ongoing dedication to serving Sourcewell's membership at the highest level.
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Out of respect for the Sourcewell evaluation committee's time, to allow space in your schedules Reseller CDW•G has been an Acer America Authorized Reseller for over 17 years, and is curre Apple – Premium Corporate Reseller CDW and Apple have a very successful, established relationship. - Apple's Largest Corporate Channel Partner in the US - Apple's only reseller with the designation Premium Corporate Reseller We are an Authorized including mobile device management, carrier activations, and application development. Cisco Gold Certified Partner There is no other Cisco Gold Partner in the world that offers CDW' expertise across multiple technologies. - In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. - At the 2018 Cisco Partner Summit, CDW was recognized as Architectural Excellence Partner of the Year: Security. In addition to this global award, CDW received 13 geography and theater/area awards. Dell EMC Titanium Black Partner In 2017, Dell EMC named CDW a Titanium Black Partner, a ne exemplary commitment to Dell EMC. - CDW is Dell's #1 Partner Worldwide. - CDW is the only channel partner that stocks Dell EMC hardware. - CDW has dedicated Dell EMC account managers. HPE Platinum Business Partner CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference. HP Inc. Platinum Business Partner CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert

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guidance and support. Lenovo
– Largest Global Partner
CDW is Lenovo's largest Global Direct Response Channel Partner. Microsoft Gold Certified Partner CDW is a Microsoft Gold Certified Partner, #1 ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments. CDW ranks as Microsoft's #1 LSP in the following areas:
- CSP – Cloud Solution Provider
- Surface ADR – Authorized Device Reseller CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, CDW ranks as Microsoft's #1 LSP in the following areas:
- Reseller of Microsoft Cloud Solutions
- Office 365 customers deployed
- U.S. Partner in Azure
- Open Value Agreement CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft.

At the individual level, CDW•G coworkers hold nearly 6,700 technical certifications, with the highest number for leading OEMs such as Cisco, Microsoft, and Dell EMC. Cisco. CDW has over 1,700 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. We hold over 90 Cisco Expert certifications.
CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:
- ~100 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)
- ~350 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)
- ~650 Cisco Certified Associates (CCNA/CCDA)
- ~700 Cisco Certified Sales Experts Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.
Dell EMC. We have the following certified Dell-EMC engineers at CDW•G
- ~40 EMC certified technology architects
- ~10 Dell EMC Enterprise technical pre-sales specialists
- ~10 Dell EMC client solution specialists
- ~10 EMC certified cloud architects
- 1 EMC certified data scientist
- ~10 EMC certified implementation engineers

One of the reasons we've been so successful in receiving technical certifications and validation from our partners is through organizational investment. CDW employs a dedicated vendor accreditations coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect. However, we tend to exceed these. Four CCIEs are required for a company to maintain its Cisco Gold Certified Partner status. CDW has more than 10x the required number with 63 CCIEs in our company.
Each of the partner vendors has designated an Account Manager and Systems Engineer to CDW, who communicates product developments to our Vendor Managers, as well as the associated technical training courses available. Some vendors also have Partner Education Managers specializing in training and certification guidance for CDW. The Vendor Managers then work with the VAC to identify the staff impacted by the development and make bookings for training and exams.

Finally, CDW•G has coworkers that hold various levels of project management related certifications including the following.
- Certification: American Society for Quality - Certified Six Sigma Green Belt
- Certification: CCIE
- Certification: CCNP/CCDP
- Certification: Certified ScrumMaster (CSM)
- Certification: Cisco Telepresence PM Certification
- Certification: CISSP
- Certification: CSM
- Certification: CSM (Certified Scrum Master)
- Certification: ITIL Foundation
- Certification: ITIL Foundation
- Certification: ITIL Foundation

		- Certification: ITIL Foundation, MBA - Certification: ITIL Practitioner - Certification: ITIL Service Operation - Certification: Lean Six Sigma Black Belt - Certification: Master Certificate in Project Management - Certification: Master of Science in Project Management - Certification: MBA - Certification: MCSE - Certification: PMI CAPM - Certification: PMI PgMP - Certification: PMI PMP - Certification: PMI-RMP - Certification: Project + - Certification: Six Sigma Yellow Belt - Certification: Six Sigma Black Belt - Certification: Six Sigma DMAIC Green Belt
70	Summarize your current approach to serving Sou for- profit) and plans to grow utilization of your	Currently, we serve Members in each vertical with a specialized sales team dedicated to similarly situated accounts (government, education, or not-for-profit) to promote familiarity with the common technology trends for each vertical as well as gain expertise in handling various regulations or contracting norms for that part of the Member base. In addition to the specialized sales team, we segment our marketing along these verticals—creating special landing pages on cdwg.com and publishing magazines for each vertical, such as www.EdTechMagazine.com to give focus to the discreet issues facing Members which might be solved by technology. This platform has been a valuable resource for feedback to CDW•G from the community we serve; though we obviously need to feature some advertisement to fund the investment, we try to keep that activity to a minimum to showcase the message of solutions in the forefront. We intend to continue our sales team segmentation approach to serving Members because it wo us closer to the customer, increases understanding of their unique challenges and amplifies our Additionally, CDW•G is experiencing a transformation from a VAR into a solutions provider including robust services to compliment the products we have traditionally sold and enable better outcomes through a completely implemented and supported solution. Our logistics capabilities remain top-notch and we do not intend to cede any ground to the competition on our unmatched reputation for smooth transactions and reliable delivery. We are building atop that foundation with the same intense focus on bringing exceptional value, reliability and customer-focus to the service portfolio as it expands. Engineering talent will continue to mostly be arranged by technology—a wireless network requires deep understanding of the nuances of the connectivity and access point specifications for number of users, area served, materials used in the building—less knowledge about the customer segment. Our design specialists are trained to surface segment specific considerations, while the engineers maintain their expertise in the technology itself. Specific to the growth of Sourcewell, CDW•G will continue to work closely with Sourcewell to present the Sourcewell contract to new Members as an alternative to going through a time and resource-consuming RFP process. As demonstrated in the past, CDW•G can customize the Sourcewell agreement to meet the unique needs of each customer vertical. For example, we onboarded AWS with customer specific terms and conditions for K-12 Education. And we will work with Sourcewell to identify low-spend CDW•G customers that have successfully adopted other Sourcewell contracts. We've begun efforts like this before, and feel we have a good blueprint for CDW•G to build a plan with Sourcewell and leverage other Sourcewell contract partners, such as Grainger, to increase the number of members accessing the technology contract. CDW•G will reciprocate efforts with any non-competing Sourcewell contract partner to maximize Sourcewell's overall contract adoption, regardless of commodity.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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."

- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday August 13, 2019 07:37:56
- Marketing Plan/Samples - Marketing Plan Samples.zip - Tuesday August 13, 2019 07:38:08
- WMBE/MBE/SBE or Related Certificates - WMBEMBSBE or Related Certificates_CDW QNA Letter.pdf - Tuesday August 13, 2019 07:38:18
- Warranty Information - Warranty Information.zip - Tuesday August 13, 2019 07:38:32
- Pricing - Pricing.zip - Tuesday August 13, 2019 10:00:57
- Supplemental Pricing Documentation (if needed) - Supplemental Pricing Documentation.zip - Tuesday August 13, 2019 10:10:00
- Additional Document - Additional Documentation.zip - Tuesday August 13, 2019 11:47:45

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PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ 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.
- Robert Kirby, President, CDW Government 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 contractual obligations contemplated in the bid.

○ **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.

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AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-CDW

This Amendment is by and between **Sourcewell** (Sourcewell) and **CDW Government LLC** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as "Parties."

Vendor was awarded a Sourcewell Contract for Technology Catalog Solutions effective December 1, 2019, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Article 8 B. Administrative Fee is amended to add, "Upon written request of Vendor, Sourcewell will consider a reduction in Administrative Fees. The following Administrative Fee Reductions are approved through this amendment and remain in effect through the term of this Contract:

Affected Member:	**Approved Administrative Fee Reduction Through the Term of this Contract:**
National Sheriff's Association, Alexandria, Virginia	0.25%
State of Ohio Department Administrative Services	0.25%
Suffolk County Community College, New York	0.25%
Mansfield, Texas Independent School District	0.50%
All Florida State Universities Statewide	0.50%
University of Idaho	0.50%
All K-12 and HED in New York State	0.50%
University of Oregon	0.50%
All Oklahoma State Universities Statewide	0.50%
Tarrant County College District, Texas	0.50%
University of Maryland	0.50%

3. Notwithstanding the above, for all Sourcewell members, the Administrative Fee for Software shall be 0.25% and there shall be no fee for Chromebook hardware and Google Chrome License.

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4. The Agreement and any previous amendments are incorporated into this Amendment by reference.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/25/2020 | 8:56 PM CST

CDW Government LLC

By: DocuSigned by: Robert F Kirby 7BE3F6B21781400...
Authorized Signature

Robert F Kirby
Name – Printed

Title: President, CDW Government LLC

Date: 2/25/2020 | 11:27 AM CST

APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 2/25/2020 | 9:00 PM CST

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CONTRACT EXTENSION

Contract Number: #081419-CDW

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC (Vendor), 230 N. Milwaukee Ave., Vernon Hills, IL 60061 have entered into Contract #081419-CDW for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell	CDW Government LLC
DocuSigned by:	DocuSigned by:
By: Jeremy Schwartz C0FD2A139D06489...	By: David Hutchins 9CF4A8C1BBA446C...
Jeremy Schwartz	David Hutchins
Title: Chief Procurement Officer	Title: Vice President, Strategic Programs
Date: 11/15/2022 | 3:27 PM CST	Date: 11/16/2022 | 2:44 PM CST

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing the Purchase of an MT7 Trackless Tractor with Buffalo Turbine Debris Blower from EJ Equipment Inc., Utilizing the Sourcewell Joint Purchasing Contract # 093021-ELG, in the Amount of $163,997.72, as Outlined in the Capital Improvement Plan

Meeting Date: 06/25/2024	Item Number **10.m**
Requested By: Public Works	Action Requested: Board Approval
Prepared By: Kevin Gomulka, Management Analyst	Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Capital Improvement Plan

Link to Applicable Village Plan: Capital Improvement Plan

ATTACHMENTS:

Resolution 2024-xxR Authorizing the Purchase of an MT7 Trackless Tractor with Buffalo Turbine Debris Blower from EJ Equipment In.docx
Trackless Quote.PDF
Build Sheet.pdf
Sourcewell Contract.pdf
Trackless Sole Source Letter.pdf

MOTION

I move for Board Approval of a Resolution Authorizing the Purchase of an MT7 Trackless Tractor with Buffalo Turbine Debris Blower from EJ Equipment Inc., Utilizing the Sourcewell Joint Purchasing Contract # 093021-ELG, in the Amount of $163,997.72, as Outlined in the Capital Improvement Plan.

REASON FOR REQUEST / BACKGROUND

S-89 is a 1998 Trackless vehicle utilized by the Public Works Department for leaf collection in the fall and snow removal in the winter throughout the Village. This unit, now twenty-six (26) years old, experienced a catastrophic failure in its hydrostatic drive system during leaf collection operations in

November 2023, rendering it non-operational. The Public Works Department wishes to purchase a new Trackless MT7 equipped with a leaf blower attachment from EJ Equipment as approved within the Capital Improvement Plan.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	60020	Total Amount for Approval	$163,997.72
ACCT#	580120	Budget Amount	$164,000
		Line Item Budget Amount	$164,000
		Variance	$2.28 under budget

RESOLUTION 2024-xxR

RESOLUTION AUTHORIZING THE PURCHASE OF AN MT7 TRACKLESS TRACTOR WITH BUFFALO TURBINE DEBRIS BLOWER FROM EJ EQUIPMENT INC., UTILIZING THE SOURCEWELL JOINT PURCHASING CONTRACT #093021-ELG, IN THE AMOUNT OF $163,997.72, AS OUTLINED IN THE CAPITAL IMPROVEMENT PLAN

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said constitutional authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Public Works Department is in the process to replace the old, non - operational S-89 Trackless vehicle and purchase a new Trackless MT7 equipped with a leaf blower ("Project"); and,

WHEREAS, EJ Equipment Inc. is the sole source vendor for Trackless equipment within the Village's geographical area; and

WHEREAS, Sourcewell Joint Purchasing Contract #093021-ELG with EJ Equipment Inc., provided the best pricing for the Project in the amount of $163,997.72, which is $2.28 under budget; and

WHEREAS, the President and the Board of Trustees of the Village of Niles, determined it is in the best interest of the Village to complete the Project with this purchase.

NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The Quote is attached to this Resolution as Exhibit "A"

SECTION 3: That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 4: That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 5: That any section or provision of this Resolution that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

PASSED: This 25th day of June, 2024.
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June, 2024.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk

E J EQUIPMENT, INC.
PO Box 665 • 6949 N. 3000 E. Rd.
Manteno, IL 60950
PH: (815) 468-0250 • Fax: (815) 468-8055
www.ejequipment.com

EQUIPMENT
Sales • Service • Parts

Ship To: IN STORE PICKUP

Branch		
01 - CENTRAL		
Date	Time	Page
05/09/2024	15:11:04 (O)	1
Account No.	Phone No.	Estimate No.
NILES001	18475888000	Q05236 00
Ship Via	Purchase Order	
Tax ID Number		
BRIAN CLODI	Salesperson	S27 / S27

Invoice To: VILLAGE OF NILES
6849 W TOUHY
NILES IL 60714

Attention: KEVIN M GOMULKA

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	QUOTE VALID: 06/07/2024	Amount
SOURCEWELL CONTRACT # 093021-ELG			166217.72
|			
STOCK TRACKLESS MT7 TRACTOR			
BUFFALO TURBINE DEBRIS BLOWER			
	Miscellaneous Charges/Credits		
	==========		
DEMONSTRATOR DISCOUNT	Qty: 1	Price: 2220.00	2220.00-
		Subtotal:	163997.72
Authorization: _____		Quote Total:	163997.72

X _____
Received By

Build Sheet
Trackless MT7 Tractor

ENGINE	
John Deere	Model 4045 TFC 03
Emission Rating	Tier 4 Final, EU Stage 5
Displacement	4.5L (274.5 cubic inch)
HP Power Rating	74 HP, (55 kW)
Torque	224 lb-ft, (304 N·m) @
Bore x Stroke	1600 rpm
Turbocharged	4.2 x 5.0"
Reversing fan	
Equipped with cold start aid, block heater	
Icons and warning messages displayed on digital dash	

POWERTRAIN	
Sauer Danfoss hydrostatic/electronic transmission and motor	
Control by electronic foot pedal programmed to control hydrostatic independently or both engine rpm and hydrostatic simultaneously	
Trackless mechanical transmission with high/low range and neutral	
Cruise control in low range	
Dana style model 60 full float axles with new heavy duty alloy spindles and limited slip differentials. 7,000 lb capacity each.	

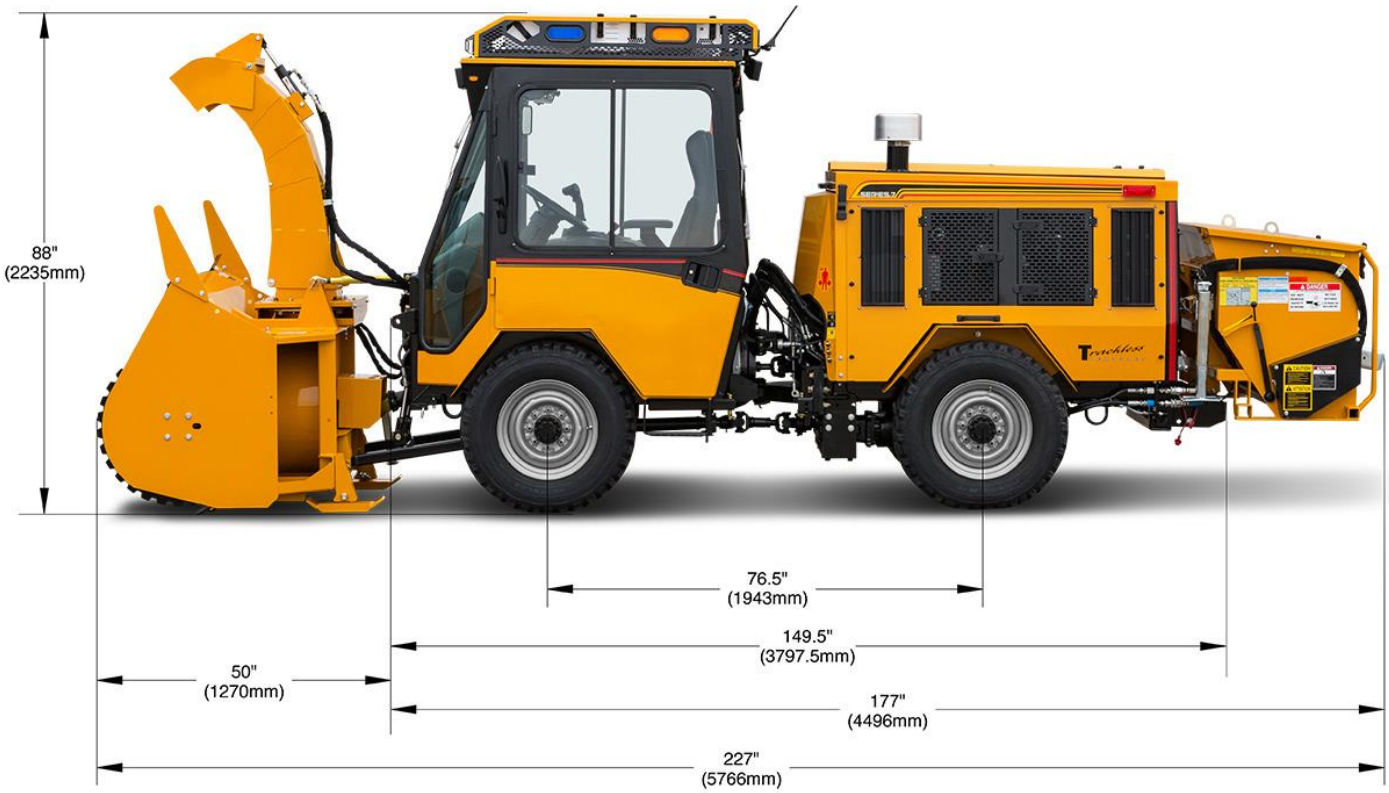
SPEEDS	
Low range	0 to 12 km (8 mph)
High range	0 to 30 km (19 mph)

P.T.O.	
Front PTO	13/8” 6 spline, 540 RPM
Twin disc over center clutch with electric over hydraulic actuation	
Reduction box 4:1	
HYDRAULIC SYSTEMS	
20 gpm hydraulic gear pump driven by timing gears of engine	
14 gpm hydraulic gear pump, only driven when PTO clutch engaged	
Joystick control with 8 backlit membrane switches. 4 float position switches also have additional LED indicator lights. Switches colour coded to circuits. Includes FNR (forward/neutral/reverse) switch	
6 (3 pair) low volume front hydraulic couplers for attachment control	
4 (2 pair) high volume hydraulic couplers to power attachments requiring approximately 16 gpm	
2 (1 pair) high volume hydraulic couplers to power attachments running off second auxiliary hydraulic pump	
2 (1 pair) hydraulic couplers at rear of tractor	
Variable flow to rear hydraulics by way of rotary dial switch in cab	
Cartridge type Hydraulic filter mounted at highest point in system to allow dry changes	
Thermostatically controlled bypass from oil cooler for winter start up	
Steel hydrostatic lines	
Low hydraulic oil warning	
Inching switch outside cab to control lift cylinders for safe pinning of attachments	
BRAKING	
Hydrostatic dynamic braking programmed for smooth deceleration	
Service brakes	
Service brake application also activates more aggressive hydrostatic braking	
Mechanical parking brake with warning message displayed on digital dash	

STEERING	
Articulated steering 35º each way	
Hydraulic orbitrol motor, hydraulic steering cylinder, tilt steering column	
Inside turning radius of approximately 8-feet	
Tilt steering column includes hazard button, signal lever, center mounted horn	
High strength spherical bearings for pivot pins and steering pins	
Bearings and pins greaseable	
HITCHES	
Front	Trackless quick hitch with dual lift cylinders
ELECTRICAL	
1000 CCA group 31 battery	
200-amp alternator	
Main circuit breaker protection and mini blade fuses	
Battery disconnect switch	
Switch, wiring and plumbing for spray systems	
CAN wire to front plug to control engine RPM from external source such as generator/infrared	
7 prong trailer plugs	
EXTERIOR FEATURES	
All steel panels and top hood, 2 hinged access doors, hinged rear grill	
Gas shock lift assist for top hood	
Top, rear, and side panels removable without tools	
Heavy duty 10-gauge steel fenders	
4 – heavy duty tie down D rings	

SMV – slow moving vehicle sign		
LIGHTS		
4 – LED headlights		
1 – LED backup light		
2 – Rubber mounted shockproof LED taillights		
1 – Interior dome light		
Front and rear LED signal lights and 4-way flashers		
8 LED flashing lights above roof, mounted in HVAC guard std 2 on each side for 360-degree visibility, all amber or 4 blue, 4 amber		
High/low beam headlights		
TIRES & WHEELS		
LT 245/75R x 16	10-ply radial winter tire	on HD 16" 8-bolt rims
FINISH		
All steel components prepped in 5 stage phosphate wash, 2-part epoxy primer with rust inhibitor, 2-part polyurethane automotive top coat		
Latches, linkages, levers, battery hold down straps and bolts, support rods, striker plate, shifter gate and various small brackets zinc plated		
INTERIOR FEATURES		
Steel roof with rain gutters		
Digital dash: tachometer, speedometer, hour meter, fuel level, engine coolant temp., hydraulic oil temp., engine oil pressure, voltmeter		
7-speed heater defroster		
HVAC system with auxiliary heat and pressurization		
2 outside and 1 inside rear-view mirror		
3-point retractable seat belt		

AM/FM/Bluetooth stereo, dual speakers, external aerial with amplifier
Cup holder, cell phone holder, door pocket, storage tray
12-volt power point auxiliary outlet for cell phone
12 volt 2-way radio jacks
Gas strut door cylinder ad safety strap
Tilt steering column with horn, signal lever, hazard button
DOT approved tinted tempered safety glass
Left and right-side slider windows
3-speed pantograph wiper and windshield washer
Intermittent front wiper
2-speed rear wiper and washer
Conaflex sound deadening, sound barrier floor mattin
Operator’s Manual
High back, fabric covered air ride seat with lumbar support
Left and right arm rest
Full colour digital dash including backup camera when in reverse


88"
(2235mm)
76.5"
(1943mm)
149.5"
(3797.5mm)
50"
(1270mm)
177"
(4496mm)
227"
(5766mm)

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Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *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,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. 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.

b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract 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.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *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 Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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

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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 Contract 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.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 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 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.

B. 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 be in compliance with all applicable Davis-Bacon Act provisions.

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C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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

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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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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

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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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Elgin Sweeper Company
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: David Panizzi 67407721F3A64A7...
By: _____	By: _____
Jeremy Schwartz	David Panizzi
Title: Chief Procurement Officer	Title: Business Development Manager
Date: 11/15/2021 | 11:35 AM CST	Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/22/2021 | 10:11 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal signal
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153 402385
HST#:	36-2351764

Submission Details

Created On:	Monday September 13, 2021 13:04:04
Submitted On:	Wednesday September 29, 2021 16:49:19
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	cd6ff737-3555-439f-821b-fc3b047a5759
Submitter's IP Address:	50.238.226.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names	*
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120	*
5	Proposer website address (or addresses):	www.elginsweeper.com	*
6	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 and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.	*
11	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.	Elgin Sweeper Co.has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	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.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.	*
22	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?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

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 *	
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	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.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that tis now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.	*
43	Describe 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 of certification (as applicable) in the document upload section of your response.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	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?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.	*
55	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?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	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.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.	*
57	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.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. 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.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.	*
60	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.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	Eight different models with optional variations for specific sweeping applications.	*
71	Runway sweeping and cleaning equipment	(•) Yes ( ) No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
72	Litter, trash, and debris vacuums	(•) Yes ( ) No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (•) No	Service parts are not offered.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
- Financial Strength and Stability - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
- Marketing Plan/Samples - 2021 Elgin Facebook - Sourcewell.pdf - Friday September 24, 2021 13:26:30
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
- Standard Transaction Document Samples - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Monday September 27, 2021 13:52:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. 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 or the Canadian 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. - David Panizzi, Business Development Manager, Elgin Sweeper Company

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 contractual obligations contemplated in the bid.

○ **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_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

519-688-0370
519-688-3644
INFO@TRACKLESSVEHICLES.COM
TRACKLESSVEHICLES.COM

Trackless VEHICLES
SUBSIDIARY OF FEDERAL SIGNAL CORPORATION

55 THUNDERBIRD DRIVE,
PO BOX 244
COURTLAND, ON, CANADA
N0J 1E0

June 4, 2024

To Whom It Concerns,

This letter is to confirm that EJ Equipment is the only authorized distributor of the Trackless Vehicles Ltd. product lines for the State of Illinois.

The Trackless products include the MT7, MT6, MT67, MT5, MT57, MT4, MT3 & MT2 and all of the attachments that are offered by Trackless Vehicles Ltd.

The Trackless products include any and all parts, service and rentals that are for the Trackless machines and its attachments.

EJ Equipment has been the authorized dealer for Trackless Vehicles Ltd. since 2007 and currently there is no date of when our agreement will expire.

If there are any questions or if additional information is required, please do not hesitate to contact me anytime.

Sincerely,

Joe McIntyre
Director of Sales
Cell # 519-688-4719

FEDERAL SIGNAL

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Ratifying a Revised Contractual Agreement with Flock Group Inc. for the License Plate Reader Program in the Total Amount $177,500 for a Term of Five (5) Years (2024-2029), as Outlined in the Capital Improvement Plan and for the Purchase of Flock Cameras Through a General Assembly Appropriation Bill from the ILDCEO Grant (22 months) in the Amount of $49,266.68

Meeting Date: 06/25/2024	Item Number **10.n**
Requested By: Police Department	Action Requested: Resolution
Prepared By: Alexandra David, Exec. Asst. to Police Chief	Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Plan Link

ATTACHMENTS:

Flock Contract Ratification and Camera Purchase with ILDCEO Grant Board Memo.docx
Resolution 2024-xxR Resolution Ratifying a Revised Contractual Agreement with Flock Group Inc for the License Plate Reader Progr.docx
Police Memo - Flock five year contract extension
New Flock Agreement 2024.pdf
Flock Camera Purchase with DCEO Grant iwth Quotes.pdf

MOTION

I move for Board Approval for a Resolution Ratifying a Revised Contractual Agreement with Flock Group Inc. for the License Plate Reader Program in the Total Amount $177,500 for a Term of Five (5) Years (2024-2029), as Outlined in the Capital Improvement Plan and for the Purchase of Flock Cameras Through a General Assembly Appropriation Bill from the ILDCEO Grant (22 months) in the Amount of $49,266.68.

REASON FOR REQUEST / BACKGROUND

Flock Group Inc has been integral to the Village of Niles public safety infrastructure for several

years. The program utilizes license plate readers (LPRs) to enhance law enforcement capabilities and improve public safety. The revised contract, presented for ratification, reflects the extended agreement by two years, now concluding in 2029 instead of the original end date of 2027. This extension provides long-term stability and secures cost savings by locking in the current pricing structure for an additional two years. The total amount of the contract has been adjusted to $177,500 ($35,500/year) for (5) five years, reflecting changes in scope and additional equipment requirements for a total of 13 cameras and advanced search. Additionally, the Niles Police Department was awarded a $50,000 ILDCEO grant to enhance safety measures in the Village of Niles. This grant functions as a reimbursement and will allow NPD to enter into a 22-month contract with Flock Safety for a combination of Automatic License Plate Recognition (ALPR) cameras and handheld zoom cameras.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	Yes
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	Capital Improvement Project, FY25, FY26, FY27, FY28, and FY29
Grant Funded Project	Yes
Grant Source	ILDCEO

ORG#	30050	Total Amount for Approval	$177,500 (5 years - 2024-2029), $49,266.68 (22 month term)
ACCT#	580120	Budget Amount	$34,396 (FY25), $50,000 (ILDCEO Grant)
		Line Item Budget Amount	$34,396 (FY25), $50,000 (ILDCEO Grant)
		Variance	$1,104.00, $733.32

Board agenda Memorandum

BOARD MEETING DATE: June 25, 2024

TO: Mayor and Board of Trustees

FROM: Luis C. Tigera, Chief of Police

DEPARTMENT: Police

STRATEGIC PRIORITY: Financial Stability & Transparency

APPLICABLE PLAN: Explore strategies to be a competitive employer and enhance the workplace environment.

PURPOSE AND ACTION REQUESTED:
I move for Board Approval for a Resolution Ratifying a Revised Contractual Agreement with Flock Group Inc for the License Plate Reader Program in the Total Amount $177,500 for a Term of Five (5) Years (2024-2029), as Outlined in the Capital Improvement Plan and the Purchase Flock cameras through a General Assembly appropriation billed by ILDCEO grant (22 months) in the amount of $49,266.68.

BACKGROUND:
Flock Group Inc has been an integral part of the Village of Niles public safety infrastructure for several years. The program utilizes license plate readers (LPRs) to enhance law enforcement capabilities and improve public safety. These devices utilize advanced camera technology to automatically capture and analyze license plate data in real-time.

The initial agreement with Flock Group Inc was signed on May 24, 2022, outlining the terms and conditions for the provision of LPR services. However, as technology evolves and operational needs change, it has become necessary to revise the contractual agreement to ensure continued effectiveness and efficiency.

Additionally, Niles Police Department (NPD) was awarded a $50,000 ILDCEO grant to enhance safety measures in the Village of Niles. This grant functions as a reimbursement and will allow NPD to enter into a 22-month contract with Flock Safety for a combination of Automatic License Plate Recognition (ALPR) cameras and handheld zoom cameras.

DISCUSSION/HISTORY:
The revised contract, presented for ratification, reflects several key modifications aimed at optimizing the LPR program. Firstly, the term of the agreement has been extended by two years, now concluding in 2029 instead of the original end date of 2027. This extension not only provides long-term stability but also secures cost savings by locking in the current pricing structure for an additional two years. Without this extension, the Village of Niles would face an annual increase of $6,500 starting in 2027. The total amount of the contract has been adjusted to $177,500, reflecting changes in scope and additional equipment requirements. As the Village of Niles' security needs evolve, it is essential to equip law enforcement with the necessary tools to address emerging challenges effectively.

The NPD has identified a need for improved security measures throughout the Village of Niles. This ILDCEO grant provides an opportunity to address this need without straining departmental resources. Prior to installation, Flock Safety will secure necessary permits from the Illinois Department of Transportation (IDOT) as the cameras will be placed on IDOT right-of-way.

ALPR Camera Locations:

- 7000 N. Harlem (Northbound Traffic)
- Touhy & Central (Eastbound & Westbound Traffic)
- Howard & Caldwell (Westbound Howard St.)

Handheld Zoom Camera Locations:

- Touhy & Milwaukee
- Oakton & Waukegan
- Dempster & Milwaukee
- Golf & Milwaukee

BUDGET:
Current CIP Budget: $176,480
Total Amount for Approval: $177,500

ILDCEO Grant Awarded: $50,000
Total Cost: $49,266.68 (includes installation and hardware)

RECOMMENDATION: Staff recommends the ratification to the original agreement and approval of purchase with ILDCEO grant funds.

RESOLUTION 2024-xxR

RESOLUTION RATIFYING A REVISED CONTRACTUAL AGREEMENT WITH FLOCK GROUP INC. FOR THE LICENSE PLATE READER PROGRAM IN THE TOTAL AMOUNT OF $177,500 FOR A TERM OF FIVE (5) YEARS (2024-2029), AS OUTLINED IN THE CAPITAL IMPROVEMENT PLAN AND FOR THE PURCHASE OF FLOCK CAMERAS THROUGH A GENERAL ASSEMBLY APPROPRIATION BILL FROM THE ILDCEO GRANT (22 MONTHS) IN THE AMOUNT OF $49,266.68

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, Flock Group Inc. has been integral to the Village of Niles public safety infrastructure for several years; and

WHEREAS, the program utilizes license plate readers (LPRs) to enhance law enforcement capabilities and improve public safety; and

WHEREAS, the revised contract, presented for ratification, reflects the extended agreement by two years, now concluding in 2029 instead of the original end date of 2027; and

WHEREAS, this extension provides long-term stability and secures cost savings by locking in the current pricing structure for an additional two years; and

WHEREAS, the total amount of the contract has been adjusted to $177,500 ($35,500/year) for (5) five years, reflecting changes in scope and additional equipment requirements for a total of 13 cameras and advanced search; and

WHEREAS, the Niles Police Department was awarded a $50,000 ILDCEO grant to enhance safety measures in the Village of Niles; and

WHEREAS, this grant functions as a reimbursement and will allow NPD to enter into a 22-month contract with Flock Safety for a combination of Automatic License Plate Recognition (ALPR) cameras and handheld zoom cameras; and

WHEREAS, the Corporate Authorities of the Village of Niles have found that entering into the Contractual Agreement with Flock Group Inc. for the License Plate Reader Program in

the total amount $177,500 for a term of five (5) Years (2024-2029), as outlined in the Capital Improvement Plan and for the purchase of Flock cameras through a General Assembly Appropriation Bill from the ILDCEO Grant (22 months) in the Amount of $49,266.68, is in the best interest of the Village of Niles.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the following:

SECTION 1: The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees.

SECTION 2: The Contract between the Village and Flock Group Inc. is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, to execute the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Agreement. The Village Clerk shall attest, on behalf of the Village, the Contract upon receipt of at least one original copy of the Contract executed by Flock Group Inc.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June, 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Luis C. Tigera
Chief of Police

Niles Police Department

7000 West Touhy Avenue Niles, IL 60714

MEMORANDUM

TO: Chief of Police Luis C. Tigera via chain of command

FROM: Chief of Detectives Michael Boba #4

DATE: December 27, 2023

SUBJECT**:** **Flock LPR contract extension**

Flock Safety notified all of its customers, including the Niles Police Department that they would be implementing a price increase starting on January 1st 2024. The increase would raise the price of LPR's from $2,500 per LPR camera to $3,000 per LPR camera. This increase would result in a $6,500 annual increase for our agency once our current five-year contract expires in 2027.

Flock Safety has given us the opportunity to lock in our current price of $2,500 per LPR if we agree to enter in to a new five-year agreement with them. We are currently in the second year of our first five-year contract which will keep our current pricing locked in for another three years. Entering into this new five-year agreement will provide us with an additional two years at our current pricing taking us through 2029.

The Flock LPR system has been vital in the clearance of numerous cases since being installed in Niles. Our continued partnership with Flock is beneficial for both increasing the safety and security of our residents and businesses as well as a powerful tool for our Officers in their efforts to combat crime. For these reasons and for the cost saving benefit of this new agreement, I recommend entering in to this new five-year contract with Flock Safety.

Flock Safety + IL - Niles PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Mike Hutton
michael.hutton@flocksafety.com
8476090201

flock safety

EXHIBIT A

ORDER FORM

Customer:	IL - Niles PD	Initial Term:	60 Months
Legal Entity Name:	IL - Niles PD	Renewal Term:	24 Months
Accounts Payable Email:	mdb@vniles.com	Payment Terms:	Net 30
Address:	7000 W Touhy Ave Niles, Illinois 60714	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$35,500.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	12	Included
Flock Safety Falcon ®	Included	1	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	$2,500.00	1	$2,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$35,500.00
Annual Recurring Subtotal:	$35,500.00
Discounts:	$35,000.00
Estimated Tax:	$0.00
Contract Total:	$177,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$35,500.00
Annual Recurring after Year 1	$35,500.00
Contract Total	$177,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$30,000.00
Flock Safety Add-ons	$5,000.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms

TemplateErrorExists:XPath expression (//Flock_Safety_LPR_Products[text()='Flock Safety Falcon ®']) returned more than one node

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: IL - Niles PD**	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
		PO Number:	

Luis C. Tigera
Chief of Police

Niles Police Department

7000 West Touhy Avenue Niles, IL 60714

MEMORANDUM

5/8/24 RECEIVED.

TO: Chief of Police Luis C. Tigera #1 via chain of command

FROM: Chief of Detectives Michael Boba #4

DATE: May 8, 2024

SUBJECT: **Flock camera purchase with DCEO grant**

The Niles Police Department was awarded a $50,000 grant though a General Assembly appropriations bill to de disbursed by DCEO for Flock cameras. The grant is a reimbursement and the funds need to be disbursed by June 30th 2024.

The grant will allow us to enter into a twenty-two-month contract with Flock for eight cameras. Four of the cameras will be Flock Condor pan/tilt/zoom cameras and four will be Flock Falcon automated license plate reader cameras. Originally, we were going to enter into an agreement for seven cameras however that would have left $3,000 in grant money on the table. In order to purchase eight cameras, Flock adjusted the contract length to twenty-two months as opposed to twenty-four months which brought our contract total to $49,266.68.

The ALPR cameras will be at 7000 N. Harlem to capture northbound traffic, two at Touhy and Central to capture both east and west bound Touhy Ave. and Howard and Caldwell for westbound Howard St. We will install the Condor pan/tilt/zoom cameras at Touhy and Milwaukee, Oakton and Waukegan, Dempster and Milwaukee and Golf and Milwaukee.

Prior to the installation of the cameras, Flock will need to secure IDOT permits because the cameras will be on the IDOT right of way. I am requesting that the purchase of the four Flock license plate reader cameras and the four Flock Condor pan/tilt/zoom in the amount of $49,266.68 which includes installation and hardware be added to the June Village of Niles Board of Trustees meeting for June 2024.

Flock Safety + IL - Niles PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	IL - Niles PD	Initial Term:	22 Months
Legal Entity Name:	IL - Niles PD	Renewal Term:	24 Months
Accounts Payable Email:	mdb@vniles.com	Payment Terms:	Net 30
Address:	7000 W Touhy Ave Niles, Illinois 60714	Billing Frequency:	Total Contract Billed at Signing
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$24,000.00**
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included
Flock Safety Video Products			
Flock Safety Condor ™ PTZ w/ LTE Service	Included	4	Included
Flock Safety Professional Services			
Professional Services - Subscription - Electrical Implementation	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	2	$1,300.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	2	$300.00
		Estimated Tax:	$0.00
		Contract Total:	$49,266.68

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing	$49,266.68

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: IL - Niles PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

BOARD AGENDA ITEM EXPLANATION FORM

Appointment of Stephen Quinn as Public Works Director Effective July 1, 2024

Meeting Date: 06/25/2024	Item Number **11.a**
Requested By: Human Resources	Action Requested: Board Approval
Prepared By: Donna Dunn, HR Director	Assigned to: President Alpogianis

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

MOTION

I move for Board Approval of the Appointment of Stephen Quinn as Public Works Director Effective July 1, 2024 with an Annual Salary of $160,000.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	Yes
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	
Grant Source	

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Approving a Special Use Permit to Allow a 'Medical/Dental Clinic' Located at 886-896 Civic Center Drive, Niles (24-ZP-13)

Meeting Date: 06/25/2024	Item Number **11.b**
Requested By: Community Development Department	Action Requested: Ordinance
Prepared By: Nathan Bruemmer, Planning Technican	Assigned to: Trustee Niedermaier

Strategic Pillar: Diversified Economic Development

Applicable Village Plan: Comprehensive Plan

Link to Applicable Village Plan: Comprehensive Plan

ATTACHMENTS:
24-ZP-13 - 886-896 Civic Center Dr.pdf
Ordinance 2023-xx Special Use Permit as Required in Appendix B, Section 8.2(A) to Allow a Medical Dental Clinicâ€™ at 886-896 Civi.docx

MOTION

I move for Board Approval of an Ordinance approving a Special Use Permit as Required in Appendix B, Section 8.2(A) to allow a 'Medical/Dental Clinic' at 886-896 Civic Center Drive, Niles.

REASON FOR REQUEST / BACKGROUND

The Planning and Zoning Board voted 7-0-0 to recommend approval of the request at a public hearing held on June 3, 2024.

Will this action involve an expenditure of funds?	No

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

AGENDA ITEM NUMBERS:	1
HEARING DATE:	JUNE 3, 2024
CASE NUMBER:	24-ZP-13
PROJECT NAME:	886-896 CIVIC CENTER DR
APPLICATION TYPE:	SPECIAL USE

Planning and Zoning Board

Agenda Item #1

June 3, 2024

A request for approval of a Special Use as required by Village of Niles Zoning Ordinance Appendix B Section 8.2(A) to allow for a 'Medical/Dental Clinic' at 886-896 Civic Center Dr, Niles, IL 60714.

Attachment Number	Description	Provided	Date
1	Staff Report to the Planning and Zoning Board	✓	5/22/2024
2	Location Map	✓	5/22/2024
3	Special Use Application	✓	5/3/2024
4	Applicant's Response to Requirements for Special Use	✓	5/3/2024
5	Project Description	✓	5/3/2024
6	Shopping Center Map	✓	5/3/2024
7	Build Out Drawings for New Location	✓	5/3/2024

AGENDA ITEM NUMBERS:	1
HEARING DATE:	June 3, 2024
CASE NUMBER:	24-ZP-13
PROJECT NAME:	886-896 Civic Center Dr
APPLICATION TYPE:	SPECIAL USE

Planning and Zoning Board
Agenda Item #1
June 3, 2024

Item2 for Plan Commission Consideration:
A request for approval of a Special Use as required by Village of Niles Zoning Ordinance Appendix B Section 8.2(A) to allow for a 'Medical/Dental Clinic' at 886-896 Civic Center Dr, Niles, IL 60714.

PROJECT SUMMARY

Ms. Young Kim is the proprietor, and a practicing optometrist at Chicago My Optical, an eye care center currently located at 806 Civic Center Drive. Ms. Kim is seeking to move the business three storefronts down in the same commercial building, to 886-896 Civic Center Drive, which was last occupied by Italiania Fashion. The new space will be 2,360 square feet. Chicago My Optical has been in business at the 806 Civic Center Dr location since 2011. The business offers eye exams as well as the sale of prescription glasses, sunglasses, and contact lenses. The hours of operation for the business are 10 AM – 6 PM daily, with the exception of Thursdays and Sundays when they are closed. There are three employees at the business – Young Kim and Hyunjeong Kwon, who are the owners, and Dr. Jane Rhee O.D., another optometrist.

An optometrist clinic would fall under the 'Medical/Dental Clinic' use category in the Zoning Ordinance, which requires a special use to operate in the C-1 district. Chicago My Optical never received an initial special use when they came to the Village in 2011, even though the prior zoning ordinance specifically stated that 'Optician and Optometrist Offices" require a Special Use in the B-1 District (what this property used to be zoned).

ANALYSIS

Surrounding Land Uses:

Direction	Existing Zoning	Existing Use	2040 Comprehensive Plan
North	C-1 Corridor Commercial District	Commercial	General Commercial
South	C-1 Corridor Commercial District	Commercial	General Commercial
East	C-1 Corridor Commercial District	Commercial	General Commercial
West	R-2 Single-Family Residential	Residential	Single-Family Neighborhood

ZONING & COMPREHENSIVE PLAN

The subject property is zoned C-1 Corridor Commercial District. 'Medical/Dental Clinics,' defined as "*a facility operated by one or more physicians, dentists, chiropractors, psychiatrists, physiotherapists, or other licensed*

practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis. Medical clinics also include alternative medicine clinics, such as acupuncture and holistic therapies, and physical therapy offices for physical rehabilitation excluding massage service establishments," require a Special Use in the C-1 District.

Policy #2 in the "Districts and Corridors" portion of the Niles 2040 Comprehensive plan is to "pursue and attract new land users and tenants to fill vacant shopping center spaces." The business is moving locations in part to allow a new business to come to the shopping center.

Parking

The subject property is located in the Civic Center Plaza, which is considered a Multi-Tenant Retail Center over 80,000 sf. Section 10.4(F)(2)(a) states that "the number of parking spaces currently provided on the lot of an existing multi-tenant retail centers of 80,000 square feet or more are deemed conforming. No uses require parking credits."

Requirements for a "Special Use" Permit

As required by Section 15.3(E) of the Village's Zoning Ordinance, the Petitioner is required to demonstrate that they meet the following Special Use criteria. The Planning and Zoning Board is encouraged to consider these standards as it discusses this request:

- *Is the special use in the specific location proposed consistent with the spirit and intent of the zoning ordinance, the adopted Comprehensive Plan, and other adopted Village land use policies?*
- *Will the proposed special use endanger the public health, safety, and welfare?*
- *Is the proposed special use compatible with the general land use of adjacent properties and other property within the immediate vicinity?*
- *Is the proposed special use deemed necessary for the public convenience at the proposed location?*

The Petitioner has provided a response to the above requirements, which have been included in the packet.

Critical Issues

Comments from Village Departments:

Police:	No concerns
Fire:	No concerns
Engineer:	No concerns

Community Development: Support approval of this application as My Optical is a longstanding Niles business, and this is essentially some bureaucratic housekeeping triggered by them moving locations.

Legal Notification

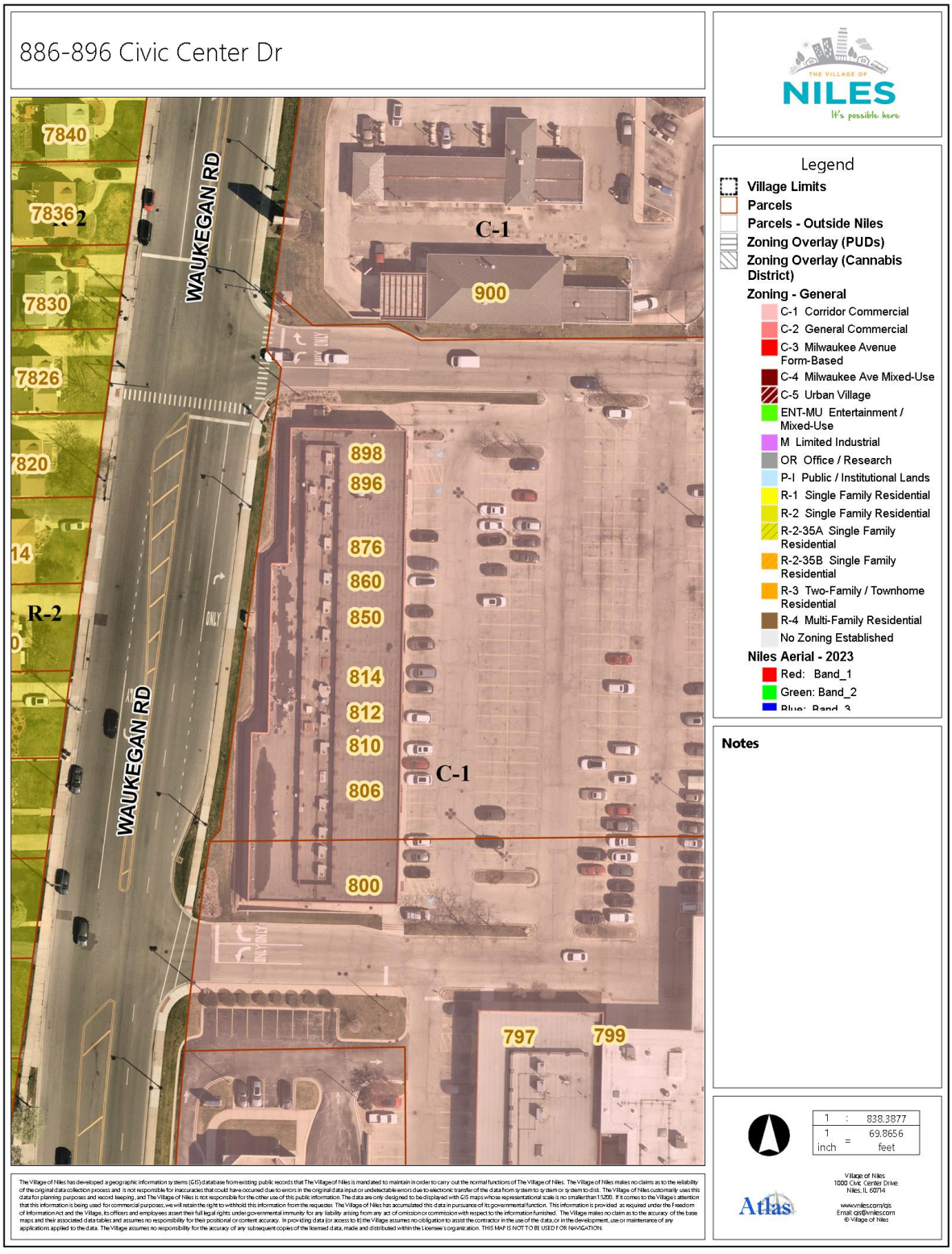
A legal notice was published in the Bugle on May 16, 2024, and notices to all owners of property within 250 feet were mailed on May 15, 2024. An on-site sign was placed on the property on May 15, 2024.

Other Actions

The Planning and Zoning Board will make a recommendation on the requested special use permit and variation, and this recommendation is tentatively scheduled to be considered by the Village Board for a final decision on Tuesday, June 25, 2024.

Principal Parties Expected at Meeting

1. Young Kim, Applicant, and;
2. Owners of surrounding properties who have received notification.


886-896 Civic Center Dr
7840
7836
7830
7826
7820
14
R-2
WAUKEGAN RD
WAUKEGAN RD
C-1
900
898
896
876
860
850
814
812
810
806
C-1
800
797
799
ONLY
ONLY
THE VILLAGE OF NILES
It's possible here
Legend
Village Limits
Parcels
Parcels - Outside Niles
Zoning Overlay (PUDs)
Zoning Overlay (Cannabis District)
Zoning - General
C-1 Corridor Commercial
C-2 General Commercial
C-3 Milwaukee Avenue Form-Based
C-4 Milwaukee Ave Mixed-Use
C-5 Urban Village
ENT-MU Entertainment / Mixed-Use
M Limited Industrial
OR Office / Research
P-I Public / Institutional Lands
R-1 Single Family Residential
R-2 Single Family Residential
R-2-35A Single Family Residential
R-2-35B Single Family Residential
R-3 Two-Family / Townhome Residential
R-4 Multi-Family Residential
No Zoning Established
Niles Aerial - 2023
Red: Band_1
Green: Band_2
Notes
1 : 838.3877
1 inch = 69.8656 feet
Atlas
Village of Niles
1000 Civic Center Drive
Niles, IL 60714
www.niles.com/gis
Email: gis@niles.com
© Village of Niles
The Village of Niles has developed a geographic information system (GIS) database from existing public records that The Village of Niles is mandated to maintain in order to carry out the normal functions of The Village of Niles. The Village of Niles makes no claims as to the reliability of the original data collection process and is not responsible for inaccuracies that could have occurred due to errors in the original data input or undetectable errors due to electronic transfer of the data from system to system or system to dist. The Village of Niles customarily uses this data for planning purposes and record keeping, and The Village of Niles is not responsible for the other use of this public information. The data are only designed to be displayed with GIS maps whose representational scale is no smaller than 1:1200. If it comes to the Village's attention that this information is being used for commercial purposes, we will retain the right to withhold this information from the requester. The Village of Niles has accumulated this data in pursuance of its governmental function. This information is provided as required under the Freedom of Information Act and the Village, its officers and employees assert their full legal rights under governmental immunity for any liability arising from any act of omission or commission with respect to the information furnished. The Village makes no claim as to the accuracy of the base maps and their associated data tables and assumes no responsibility for their positional or content accuracy. In providing data (or access to it) the Village assumes no obligation to assist the contractor in the use of the data, or in the development, use or maintenance of any applications applied to the data. The Village assumes no responsibility for the accuracy of any subsequent copies of the licensed data, made and distributed within the Licensee's organization. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Village of Niles • Community Development Department
1000 Civic Center Drive, Niles, IL 60714 • Phone 847.588.8040 • Fax 847.588.8050 • www.vniles.com

PLANNING AND ZONING BOARD APPLICATION – SPECIAL USE

PROJECT NO. _____

NAME OF PROJECT AND/OR BUSINESS: Chicago my optical

ADDRESS OF PROJECT AND/OR BUSINESS: 896 & 886 Civic center Dr. Niles IL 60714

NAME(S) OF APPLICANT: Chicago my optical
ADDRESS: 806 Civic center Dr.
CITY, STATE, ZIP: Niles IL 60714
EMAIL: myoptical806@yahoo.com **TELEPHONE:** 847-965-3715 **FAX:** 847-965-3720

NAME(S) OF PROPERTY OWNER(S): Civic Center Plaza, Stephanie Brennan
ADDRESS: 1211 W. 22nd St.
CITY, STATE, ZIP: Oak Brook IL 60523
EMAIL: Stephanie Brennan@regencycenters.com **TELEPHONE:** (630)645-2814 **FAX:** _____
NAME(S) OF PROPERTY ATTORNEY OR AGENT: N/A
ADDRESS: _____
CITY, STATE, ZIP: _____
EMAIL: _____ **TELEPHONE:** _____ **FAX:** _____

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: _____

AREA OF SUBJECT PROPERTY: _____
CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: ~~R-1 Single-Family Residential District~~ C-1 Corridor Commercial District
CURRENT USE OF SUBJECT PROPERTY: _____
PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY:

Re-location
From 806 Civic Center Dr. Niles IL 60714
To 896 & ~~886~~ Civic center Dr. Niles IL 60714

With the submittal of this application, I hereby request that the Mayor and Board of Trustees of the Village of Niles grant the approvals as noted for the subject property as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

SIGNATURE OF APPLICANT: _____ **DATE:** 04/26/2024
SIGNATURE OF PROPERTY OWNER(S): Stephanie Brennan **DATE:** 4/26/24

APPROVAL STANDARDS FOR A SPECIAL USE

Per Village of Niles Code of Ordinances, Appendix B, Section 15.3(E), "the listing of a use as a special use within a zoning district does not constitute an assurance or presumption that such special use will be approved. Rather, each special use must be evaluated on an individual basis, in relation to all applicable standards of this Ordinance. Such evaluation will determine whether approval of the special use is appropriate at the particular location and in the particular manner proposed."

The recommendation of the Planning and Zoning Board and decision of the Village Board will be made based on findings to support each of the following conclusions:

1. *The special use in the specific location proposed is consistent with the spirit and intent of the zoning ordinance, the adopted Comprehensive Plan, and other adopted Village land use policies.*

   Chicago my optical is providing eye exam, prescription eyeglasses, eyeglasses goods, contact lenses. Our business operates mostly retail. This use is consistent with other retail businesses adjacent and near our place of business.

2. *The proposed special use will not endanger the public health, safety, and welfare.*

   Our business (Chicago My optical) does not require the use of any hazardous materials, heavy machinery, generate loud noise of odors, nor attract or pose any additional risks for any clientele that would otherwise visit the restaurants, retail outlets or dentist adjacent or near our place of business.

3. *The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.*

   A significant portion of our business is retail operations in the selling of prescription glasses. This use is consistent with other retail businesses adjacent and near our place of business.

4. *The proposed is special use deemed necessary for the public convenience at the proposed location?*

   We are submitting this application for consideration because we are relocating three units down from our current location for which we have operated for 13 years. Our client base is primarily Asian, mostly Korean. further, a significant portion of this population are senior citizens for whom English is a second language. We are fluent in Korean. The demographics of our customers are like the anchor tenant H-mart and King spa. Further, several of the other business services have a similar population. This adjacency of all these businesses offers significant convenience to the Korean patrons within the Village of Niles and for those that travel in from throughout the Midwest.

As part of a complete application, an applicant must provide a specific explanation of how the requested special use meets EACH of the conclusions listed above. You may use the area below each of the standards for your response or respond on a separate sheet of paper.

Your explanation of how the requested special use meets EACH of the conclusions will be the basis for a recommendation from the Planning and Zoning Board and final determination by the Village Board. It is incumbent upon YOU to explain how these Village Ordinance requirements are satisfied by your request. Failure to satisfy all of the requirements above may result in the Village denying your requested special use. Please do not submit only "yes" or "no" but provide an explanation of HOW the requested special use supports each of the conclusions listed above.

Chicago my optical relocating project description

806 Civic center Dr, Niles IL 60714

896 & 886 Civic center Dr, Niles IL 60714

Chicago My Optical has been in optical business since 2011 in Civic center plaza, Niles Illinois. We are seeking to get a special permit to relocate our space from 806 Civic center dr. to 896 & 886 Civic center dr. Niles Illinois. We have been in Civic center plaza for 13 years. Our customer base followed us from our previous location in Chicago. Many of our customers are from all over Illinois and near states. We do not wish to move far from our current location.

Our value to our customers is more than providing eye care services. We aim to build long-lasting relationships with our customers and their families. So, they can reach out with all optical care and their needs.

Chicago My Optical offers the essential need for quality vision care services including eye exams, prescription glasses, sunglasses, and contact lenses. We understand the importance of clear vision and the impact it has on people's lives. We are committed to prioritizing the precision of vision correction as well as comfort and style.

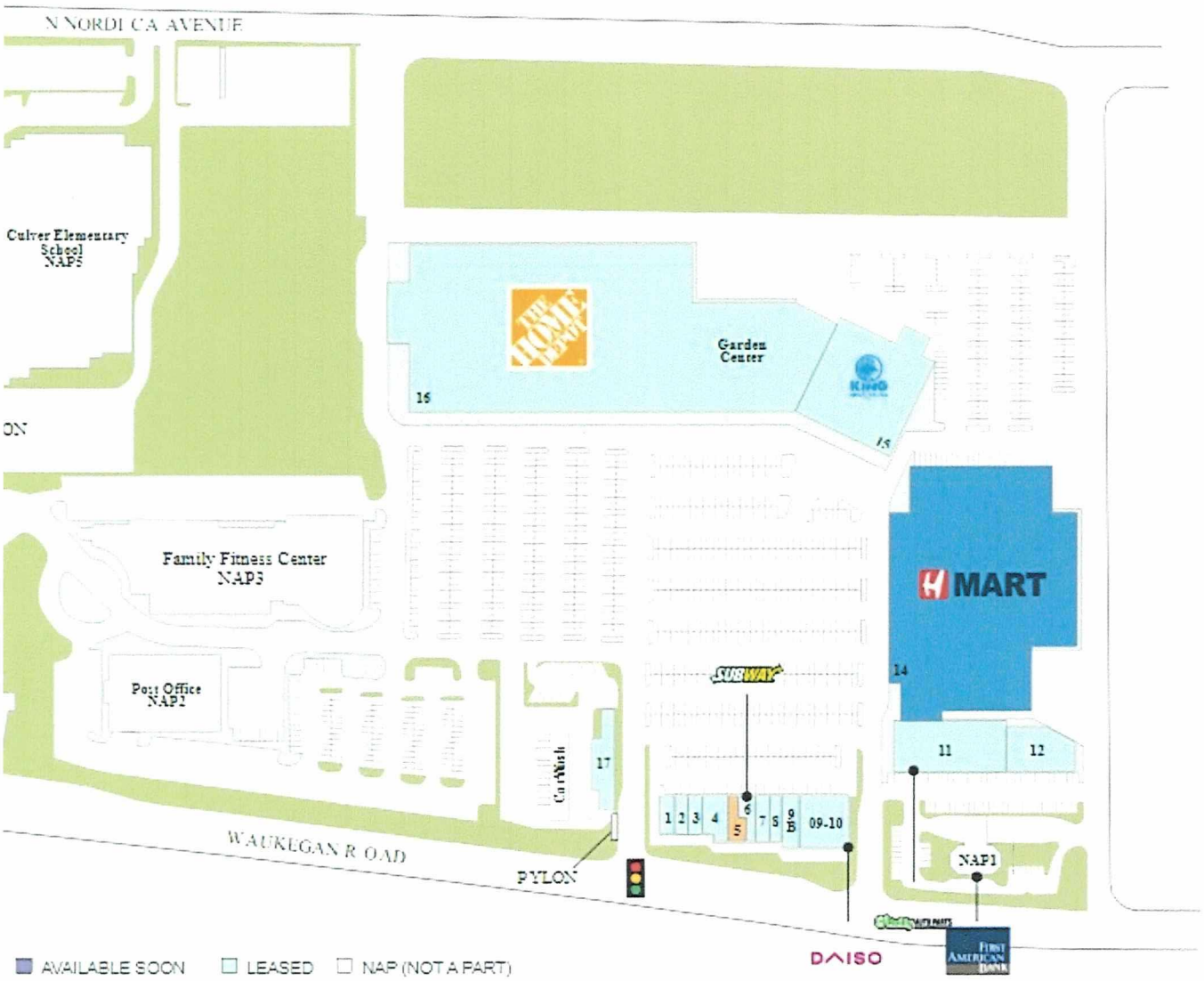
Our current employees include Young Kim and Hyunjeong Kwon, the owners, who have been in business together since the beginning and Dr. Jane Rhee O.D. has been our optometrist since 2012. We are dedicated to being a trusted destination for all vision care needs.

Our hours of operation are 10 -6 every day but Thursdays and Sundays. We are closed Thursdays and Sundays.
We are open past our regular hours to accommodate customers.

Chicago My Optical has been and will continue to provide all tailored eyewear services to our customer's needs. We will ensure that every customer sees the world more clearly and is safe in their everyday lives.

Young Kim & Hyunjeong Kwon

Chicago My Optical, Inc



01	OTA WORLD	
02	MY OPTICAL	
03	ITALIANA MEN'S FASHION	
04	SMILES OF NILES	
06	SUBWAY	
07	PARK JUNS BEAUTY SHOP	
08	TSAOCAA	
09-10	DAISO	
09B	MY OPTICAL	2
11	O'REILLY AUTO PARTS	10
12	ARIRANG	
14	H-MART	8
15	KING SPA	2
16	HOME DEPOT	11
17	WATER WORKS CAR WASH	

CHICAGO

MY OPTICAL

INTERIOR-BUILD OUT

896 CIVIC CENTER DR.

NILES, IL 60714

INDEX TO DRAWINGS

A100	FLOOR PLANS

PROJECT DESCRIPTION

INTERIOR BUILD-OUT OF TWO EXISTING TENANT OFFICE SPACES INTO ONE OPTOMETRISTS OFFICE.

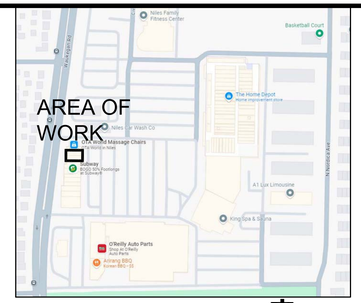
STATEMENT OF COMPLIANCE

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH THE ENVIRONMENTAL BARRIERS ACT {410 ILCS 25} AND THE 2018 ILLINOIS ACCESSIBILITY CODE.

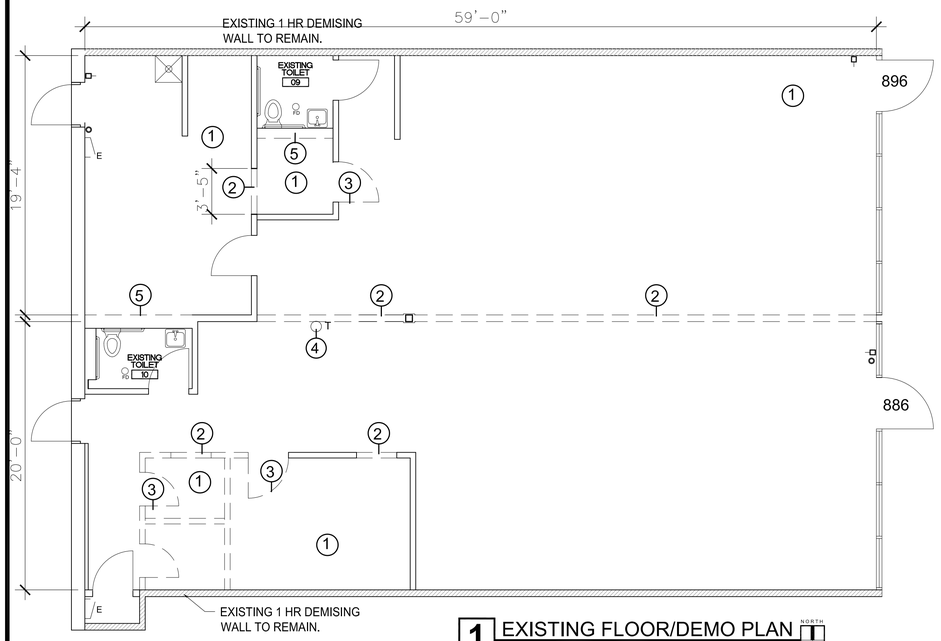
SIGNED:

APPLICABLE BUILDING CODES

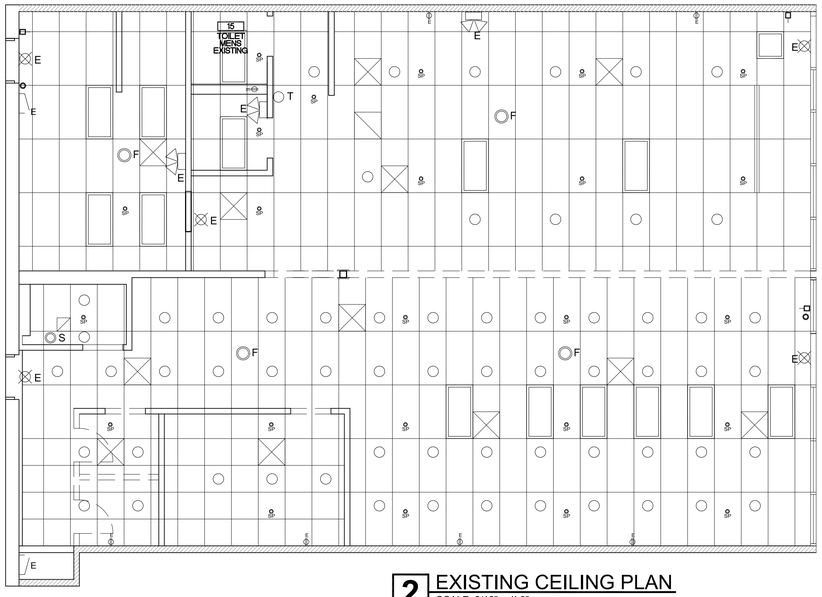
2021 INTERNATIONAL ENERGY CONSERVATION CODE
2021 INTERNATIONAL BUILDING CODE
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL FUEL AND GAS CODE
2021 INTERNATIONAL FIRE CODE 2011 NATIONAL ELECTRICAL CODE
ILLINOIS PLUMBING CODE – CURRENT VERSION
2018 ILLINOIS ACCESSIBILITY CODE
– ALL LOCAL CODE AMENDMENTS



LOCATION MAP (NTS) NORTH



1 EXISTING FLOOR/DEMO PLAN
SCALE: 3/16" = 1'-0" NORTH
2,360 SF NET



2 EXISTING CEILING PLAN
SCALE: 3/16" = 1'-0"

DEMOLITION NOTES

1. REMOVE EXISTING FINISHED FLOOR AND BASE.
2. REMOVE EXISTING PARTITION WALL AS INDICATED.
3. REMOVE EXISTING DOOR AND FRAME.
4. REMOVE EXISTING THERMOSTAT AND RELOCATE. SEE PLAN FOR NEW LOCATION
5. REMOVE & GYP. BOARD AS NECESSARY TO TIE NEW SINK & LENS CLEANER INTO EXISTING SUPPLY & WASTE LINE.

WALL LEGEND

- EXISTING WALL TO REMAIN.
- EXISTING WALL TO BE REMOVED
- EXISTING 1 HR PARTITION WALL
- NEW 9" HIGH PARTITION WALL SEE DETAIL

CEILING LEGEND

- EXISTING 2X4 SUSPENDED ACOUSTICAL CEILING TILE
- EXISTING 2X4 LAY-IN LIGHT FIXTURE
- EXISTING 4' LAY-IN LIGHT FIXTURE
- 24" VANITY LIGHT FIXTURE
- E EXISTING EXIT EMERGENCY LIGHT
- N NEW EXIT EMERGENCY LIGHT
- E EXISTING EXIT LIGHT
- N NEW EXIT LIGHT
- S EXISTING SMOKE DECT.
- F EXISTING FIRE ALARM
- EXISTING EXHUST W LIGHT
- N NEW EXHUST W LIGHT
- N NEW REGISTER SUPPLY
- N NEW REGISTER RETURN
- EXISTING SPRINKLER HEAD

ELEC. GENERAL NOTES

1E ELECTRICAL CONTRACTOR TO DISCONNECT ALL WIRING AND RECONNECT ALL ELECTRICAL OUTLETS & LIGHTING SYSTEM AS REQUIRED AND LOCAL BUILDING CODE.

2E RELOCATE EXISTING LIGHT FIXTURE AND LIGHT SWITCHES. ELECTRICAL CONTRACTOR TO FURNISH AND INSTALL ALL ACCESSORIES NECESSARY FOR A COMPLETE INSTALLATION.

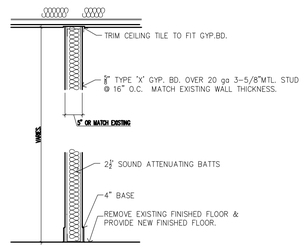
2E IT WILL BE THE ELECTRICAL CONTRACTORS RESPONSIBILITY TO VERIFY EXISTING CIRCUITS AND PANELS TO COORDINATE THE SCOPE OF WORK. EXISTING PANELBOARD SCHEDULES SHALL BE RELABELED AS NECESSARY TO REFLECT THE NEW WORK.

PLUMBING GENERAL NOTES

1P CUT INTO EXISTING WALL FOR NEW PLUMBING LINES, NEW SK-1 SINK, SK-2 LENS CLEANER AND NEW DRAIN AS REQUIRED. PLUMBING CONTRACTOR TO FURNISH AND INSTALL ALL REQUIRED PIPING SYSTEM. PATCH WALL AND REFINISH TO MATCH ADJACENT SURFACES.

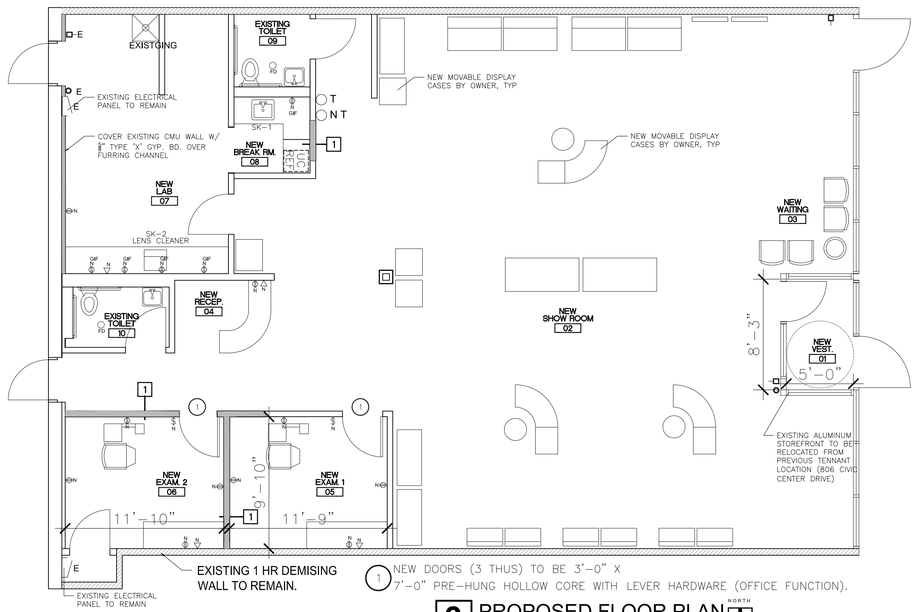
MECHANICAL GENERAL NOTES

ALL EXISTING HVAC SYSTEM AS IS



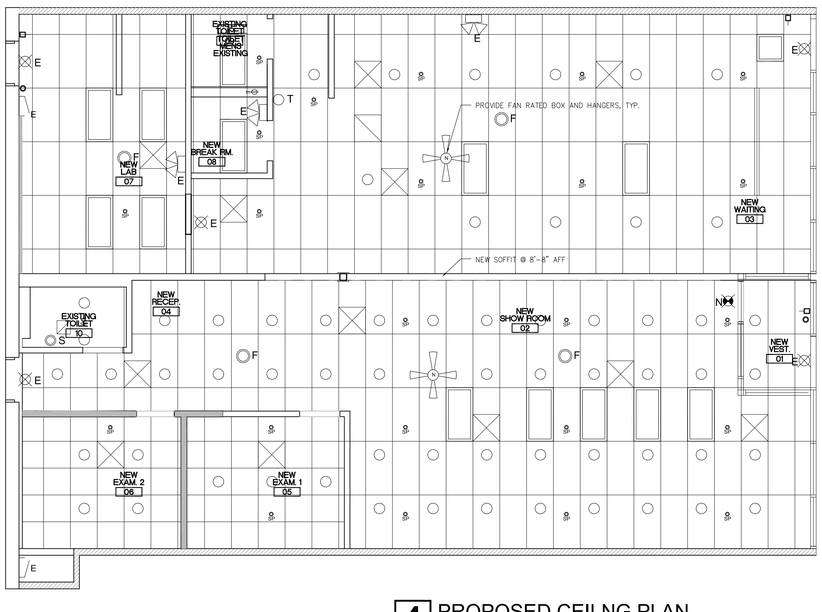
1 TYP. NEW WALL DETAIL
SCALE: 3/4"=1'-0" NO RATING

CONST. TYPE: II B – NO CHANGE
BUILDING USE GROUP: B – NO CHANGE
TENANT USE GROUP: B– NO CHANGE
MAX. NUMBER OF EMPLOYEES: 4



1 NEW DOORS (3 THUS) TO BE 3'-0" X 7'-0" PRE-HUNG HOLLOW CORE WITH LEVER HARDWARE (OFFICE FUNCTION).

3 PROPOSED FLOOR PLAN
SCALE: 3/16" = 1'-0" NORTH
2,360 SF NET



4 PROPOSED CEILNG PLAN
SCALE: 3/16" = 1'-0"

CHICAGO MY OPTICAL
INTERIOR BUILD-OUT
896 CIVIC CENTER DRIVE NILES, IL 60714

REVISION

ISSUED FOR

DATE

FLOOR PLANS

ACT design
4200 W. Peterson Ave.
Chicago, IL 60646
Phone: 773-286-1546
Fax: 773-286-1562

LICENSED ARCHITECT
MICHAEL J BAILEY
1018296
STATE OF ILLINOIS
SEAL

ILLINOIS DESIGN FIRM NO. 184.002108 EXP. 04.30.25
ILLINOIS LICENSE EXPIRES 30 NOVEMBER 2024
DATE: 04.18.24
JOB NUMBER: -
DRAWN BY: MJB

A100
SHEET

ORDINANCE 2024-xx

ORDINANCE APPROVING A SPECIAL USE PERMIT AS REQUIRED IN APPENDIX B SECTION 8.2(A) TO ALLOW A 'MEDICAL DENTAL CLINIC' AT 886-896 CIVIC CENTER DRIVE, NILES

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the question of granting a special use permit as required in Appendix B, Section 8.2(A) to Allow a 'Medical Dental Clinic' at 886-896 Civic Center Drive, Niles, was referred to the Planning and Zoning Board for a Public Hearing; and

WHEREAS, a Public Hearing was held on June 3, 2024, after proper notice in a manner provided by law; and

WHEREAS, the applicant request is to provide an Medical Dental Clinic as required under at Section 8.2(A) to Allow a 'Medical Dental Clinic' at 886-896 Civic Center Drive, Niles; and

WHEREAS, the Planning and Zoning Board has made a report containing findings of fact and recommending the granting of the special use permit to allow a Section 8.2(A) to Allow a 'Medical Dental Clinic' at 886-896 Civic Center Drive, Niles, Illinois; and

WHEREAS, the Corporate Authorities of the Village of Niles, Cook County, Illinois have duly considered said Planning and Zoning Board recommendation and consider it in the best interest of the Village to grant said request.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, as a Home Rule Municipality, as follows:

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The materials and exhibits attached to this Ordinance are incorporated by reference and made a part of this Ordinance.

SECTION 3: A special use permit as required by Village of Niles Zoning Ordinance Appendix B, Section 8.2(A) to allow an 'Medical Dental Clinic' at 886-896 Civic Center Drive, Niles is granted.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June, 2024.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Approving a Redevelopment Agreement and Tax Increment Financing ("TIF") Incentive with SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail, II, L.P. and SVAP Golf Mill Office, L.P. for the Golf Mill Redevelopment at 239 Golf Mill Shopping Center in the amount of $96,000,000

Meeting Date: 06/25/2024	Item Number **11.c**
Requested By: Economic Development	Action Requested: Board Approval
Prepared By: John Melaniphy, Economic Development Director	Assigned to: Trustee Neidermaier

Strategic Pillar: Diversified Economic Development

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Niles-Strategic-Plan-Full-Report_2020 (vniles.com)

ATTACHMENTS:
2024 Board Agenda Memorandum - SVAP RETAIL, L.P. - Redevelopment Agreement.docx
Ordinance No. 2024-__ re Approving RDA - Economic Incentive Agreement for Golf Mill.docx
SVAP â€“ Golf Mill Mall Redevelopment Agreement.docx
Golf Mill Mall Redevelopment Agreement Exhibit

MOTION

I move for board approval of a resolution authorizing a Redevelopment Agreement and Tax Increment Financing ("TIF") Incentive with SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail, II, L.P., and SVAP Golf Mill Office, L.P., for the Golf Mill Redevelopment at 239 Golf Mill Shopping Center in the amount of $96,000,000.

REASON FOR REQUEST / BACKGROUND

Economic Development staff has directed negotiations with the Sterling Organization for the redevelopment of Golf Mill Shopping Center. The Village Board approved a non-binding Term Sheet in September 2023 highlighting the deal terms from which a formal redevelopment agreement would be prepared. The Mayor, Village Manager, the Village's development attorney, TIF consultants, and other Village staff have assisted with the extensive negotiations with the Sterling Organization to deliver a successful project to the Village. The Village will provide a "pay-as-you-go Tax Increment

Financing (TIF) incentive of up to $96 million for the planned $440 million master-planned, mixed-use development which may potentially feature retail, restaurant, entertainment, residential, medical office, hotel, and personal services in a multi-phased redevelopment.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	Yes
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	36100	Total Amount for Approval	$96,000,000 pay-as-you-go TIF incentive
ACCT#	520120	Budget Amount	$96,000,000
		Line Item Budget Amount	$96,000,000
		Variance	

Board agenda Memorandum

BOARD MEETING DATE: June 25, 2024

TO: Village President and Board of Trustees

FROM: John C. Melaniphy III, Economic Development Director

DEPARTMENT: Economic Development

STRATEGIC PRIORITY: Short Term, High Priority – Recycle Blighted Vacant Property
APPLICABLE PLAN: Strategic Plan

PURPOSE AND ACTION REQUESTED: Resolution Approving a Redevelopment Agreement with SVAP, Retail, L.P., SVAP Retail II, L.P., and SVAP Office, L.P.

BACKGROUND:
The Village prepared a redevelopment agreement with SVAP, Retail, L.P., SVAP Retail II, L.P., and SVAP Office, L.P. for the redevelopment of the Golf Mill Shopping Center and the level of TIF incentives that will be required to offset the extraordinary costs for this $440 million master-planned, mixed-use development. The redevelopment agreement memorializes the major business terms of the agreement between the Village and SVAP, Retail, L.P., SVAP Retail II, L.P., and SVAP Office, L.P. and the legally-binding document between the parties. The developer envisions a redevelopment in several phases investing over $440 million into a complete redevelopment of the 86-acre property to revitalize this mixed-use complex. The redevelopment of Golf Mill Shopping Center should also be a catalyst for the improvement of the surrounding shopping centers in Niles.

BUDGET: $96,000,000 in pay-as-you-go TIF funding

RECOMMENDATION: Staff recommends the Village Board consider adoption of the redevelopment agreement.

ORDINANCE NO. 2024-__

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND TAX INCREMENT FINANCING ("TIF") INCENTIVE FOR SVAP GOLF MILL RETAIL, L.P., SVAP GOLF MILL RETAIL II, L.P., AND SVAP GOLF MILL OFFICE, L.P. RELATIVE TO THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 239 GOLF MILL CIRCLE COMMONLY KNOWN AS GOLF MILL SHOPPING CENTER, AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF MILWAUKEE-DEMPSTER TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS TO PAY FOR TIF ELIGIBLE REDEVELOPMENT COSTS RELATED TO THE REDEVELOPMENT

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village") find that the Village is a Home Rule Municipal Corporation as provided in Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the 1970 Constitution of the State of Illinois, and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail II, L.P., and SVAP Golf Mill Office, L.P. (collectively, the "Developer") desire to arrange for the redevelopment of the property commonly known as 239 Golf Mill Circle, currently operated as the Golf Mill Shopping Center (the "Property"), with a mixed use, planned development generally consisting of the installation of on-site infrastructure improvements and the construction and/or redevelopment of: (a) certain retail improvements which shall include at least 550,000 gross square feet of new, renovated and/or existing retail space consisting of core and shell and improved interior space; (b) a Water Feature Area and Events Plaza; (c) up to three (3) 300 unit high quality residential buildings; and (d) one or more buildings that include a hospitality hotel and/or additional retail/office/medical uses (the "Project"); and

WHEREAS, the Property is located within the Milwaukee-Dempster Tax Increment Financing (TIF) District, which was established by the Village pursuant to the applicable provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq*. ("TIF Act"); and

WHEREAS, the President and Board of Trustees of the Village have determined that it is desirable and in the Village's best interests to: (a) provide for an economic incentive, equal to the Maximum Reimbursement Amount as more specifically detailed in the attached "REDEVELOPMENT AGREEMENT (GOLF MILL MALL PROJECT) BETWEEN AND AMONG THE VILLAGE OF NILES, AN ILLINOIS HOME RULE MUNICIPAL CORPORATION AND SVAP GOLF MILL RETAIL, L.P., A DELAWARE LIMITED PARTNERSHIP AND SVAP GOLF MILL RETAIL II, L.P., A DELAWARE LIMITED PARTNERSHIP AND SVAP GOLF MILL OFFICE, L.P., A DELAWARE LIMITED PARTNERSHIP" (the "Redevelopment Agreement"), to encourage, induce and assist the Developer with redevelopment of the Property in order to ensure the successful completion of the Project, thereby implementing the TIF District Redevelopment Plan; and (b) agree to reimburse

certain actual, documented TIF eligible redevelopment project costs incurred by the Developer as part of completing the Project through those incremental property taxes that are generated exclusively by the Project due to increases in the equalized assessed valuation ("EAV") of the Redevelopment Property, all in accordance with the terms and provisions of the TIF Act, the Village's home rule authority, and the terms of the attached Redevelopment Agreement. A copy of the Redevelopment Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, to facilitate the redevelopment of the Property, on July 26, 2022, the President and Board of Trustees of the Village approved Resolution No. 2022-67R (Resolution Of Inducement And To Express Official Intent Regarding Certain Expenditures To Be Reimbursed From The Special Tax Allocation Fund Of The Milwaukee-Dempster Tax Increment Financing District For The Proposed Golf Mill Shopping Center Redevelopment Project) to provide a capped inducement incentive payable to the Developer in an amount not to exceed $100,000.00 for reimbursement of certain actual, documented TIF eligible redevelopment project costs (e.g., professional service costs and other soft costs) incurred in the preparation of the Developer's TIF application, the preparation of exhibits for the Redevelopment Agreement and the negotiation of this Redevelopment Agreement; and

WHEREAS, the Developer intends to sell the Property and its improvements to an entity comprised of new investors and the Sterling Organization (or an affiliate thereof) that will be formed after the effective date of the Redevelopment Agreement pursuant to an arms-length transaction, which, but for the sale and the economic incentives set forth in the Redevelopment Agreement, the redevelopment of the Property is not feasible. The newly formed entity will act as master developer of the Property; and

WHEREAS, the redevelopment of the Property will add value to the real property, resulting in an increased taxable value at full assessment; and

WHEREAS, the Developer intends to redevelop the Property, which will provide value to the community and create additional employment including permanent full-time and part-time employment, as well as create temporary full-time and part-time construction jobs; and

WHEREAS, in order to obtain tax increment financing from the Village, the Developer requires an ordinance from the Village of Niles approving the Redevelopment Agreement by and between the Developer and the Village of Niles; and

WHEREAS, after staff review and recommendation, the President and Board of Trustees of the Village of Niles have determined that the proposed redevelopment will enhance employment opportunities and increase economic activity in the area; and

WHEREAS, subject to the terms of the Redevelopment Agreement, in consideration of the Developer's undertaking of the Project and in order to induce the Developer to expend funds in furtherance of the Project, the Village agrees to issue TIF Bonds from time to time to reimburse the Developer for certain, incurred and verified Project-related TIF-eligible costs from the incremental property taxes generated by the Property. The sole source for repayment of the TIF Bonds shall be the incremental taxes generated by the Property. The Village's obligation to

reimburse the Developer for certain, incurred and verified Project-related TIF-eligible costs, is not a general debt of the Village or a charge against its general credit or taxing powers, but is a special limited obligation payable solely from the incremental taxes generated by the Property; and

WHEREAS, the maximum reimbursement that the Developer may receive pursuant to the Redevelopment Agreement is Ninety-Six Million and No/100 Dollars ($96,000,000.00) (the "Maximum Reimbursement Amount"). The Developer and the Village agree that, but for the payment of a TIF incentive to be provided by the Village, the Developer cannot successfully and economically develop the Property in a manner satisfactory to the Developer and the Village; and

WHEREAS, the Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) (the "Economic Development Statute") to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, pursuant to its authority under the TIF Act, its home rule powers under the Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970 and the Economic Development Act of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Village of Niles has determined that the TIF incentive provided in the Redevelopment Agreement is necessary for redevelopment to occur on the Property and the President and Board of Trustees of the Village of Niles consent to the execution of the Redevelopment Agreement and further find that approval of the Redevelopment Agreement is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

BE IT ORDAINED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois do hereby approve the following:

SECTION 1: Recitals. The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the President and Board of Trustees.

SECTION 2: Authorization of the Redevelopment Agreement. The President and Board of Trustees of the Village authorize the approval of the attached Redevelopment Agreement with SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail II, L.P., and SVAP Golf Mill Office, L.P., a copy of which is attached to and incorporated into this Ordinance as **Exhibit "A**". The President and Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute and deliver the executed, final version of the Redevelopment Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3: Execution and Delivery of the Redevelopment Agreement and Other Documents. The President and Board of Trustees of the Village of Niles authorize and direct the Village President and the Village Clerk, or their designees, and the Village Manager, or their designee, and the Village Attorney, or their designee, to execute and deliver all other instruments and documents to fulfill the Village of Niles' obligations under the Redevelopment Agreement.

The Village Clerk shall attest, on behalf of the Village, upon receipt of at least one (1) original copy of the Redevelopment Agreement executed by SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail II, L.P. and SVAP Golf Mill Office, L.P.; provided, however, that if the executed copy of the Redevelopment Agreement from SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail II, L.P. and SVAP Golf Mill Office, L.P. is not received by the Village Clerk within sixty (60) calendar days after the effective date of this Ordinance, then authority to execute and attest shall, at the option of the Village President and Board of Trustees, be null and void.

SECTION 4: Authorization of Expenditures Under the Redevelopment Agreement. The President and Board of Trustees of the Village of Niles authorize the expenditure of a portion of the TIF District funds, as specified in the Redevelopment Agreement, to: (a) pay debt service on each set of TIF Bonds to be issued pursuant to the Redevelopment Agreement; (b) reimburse the Village for actual, documented and incurred eligible "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act; (c) pay all costs that are necessary to fulfill the Village of Niles' obligations under the Redevelopment Agreement; and (d) provide for the reimbursement of the Developer of an amount not to exceed the Maximum Reimbursement Amount for the completion of the Project. Each set of TIF Bonds issued pursuant to the Redevelopment Agreement will be authorized and approved by the adoption of one or more separate TIF Bond ordinances, which shall be approved at one or more open public meetings by the President and Board of Trustees of the Village.

SECTION 5: Repealer; Severability. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Ratification. All actions of the President and Board of Trustees, agents and employees of the Village of Niles that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees and publication in the manner provided by law.

PASSED: This 25th day of June, 2024
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 25th day of June, 2024.

_____

Name:_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Name:_____
Village Clerk

Exhibit "A"

REDEVELOPMENT AGREEMENT (GOLF MILL MALL PROJECT)

BETWEEN AND AMONG

THE VILLAGE OF NILES, AN ILLINOIS HOME RULE MUNICIPAL CORPORATION

AND

SVAP GOLF MILL RETAIL, L.P., A DELAWARE LIMITED PARTNERSHIP

AND

SVAP GOLF MILL RETAIL II, L.P., A DELAWARE LIMITED PARTNERSHIP

AND

SVAP GOLF MILL OFFICE, L.P., A DELAWARE LIMITED PARTNERSHIP

(attached)

THIS INSTRUMENT HAS BEEN
JOINTLY PREPARED BY:

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After Recording
Return to Mr. Jurusik

REDEVELOPMENT AGREEMENT (GOLF MILL MALL PROJECT)

between and among

THE VILLAGE OF NILES, an Illinois home rule municipal corporation

and

SVAP Golf Mill Retail, L.P., a Delaware limited partnership

and

SVAP Golf Mill Retail II, L.P., a Delaware limited partnership

and

SVAP Golf Mill Office, L.P., a Delaware limited partnership

REDEVELOPMENT AGREEMENT
(GOLF MILL MALL PROJECT)

This Redevelopment Agreement ("***Agreement***") is made as of the __ day of _____, 2024 ("Effective Date") between and among the **VILLAGE OF NILES**, an Illinois home rule municipal corporation (the "***Village***"), **SVAP GOLF MILL RETAIL, L.P.**, a Delaware limited partnership, **SVAP GOLF MILL RETAIL II, L.P.**, a Delaware limit partnership and **SVAP GOLF MILL OFFICE, L.P.**, a Delaware limited liability company (collectively, the "**Developer**"). The Village and the Developer are collectively referred to herein as the "**Parties**" and individually as a "**Party**" as the context may require.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule powers and all other applicable authority, including the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.,* ("**TIF Act**"), the Village and Current Owners agree as follows:

RECITALS[1].

A. The Developer owns the Redevelopment Property, which is legally described on **Exhibit A-1**.

B. The Redevelopment Property is currently improved with an enclosed retail mall which was originally built in 1958 and which currently consists of approximately one million square feet of retail space and a 9-story office building.

C. On October 23, 2018, the Corporate Authorities, after giving all necessary notices and conducting all necessary meetings and public hearings required by the TIF Act, adopted three (3) ordinances relative to the designation, approval and adoption of the TIF District referred to collectively as the "**TIF Approval Ordinances**," as further defined in the **Section 1** below.

D. The TIF Approval Ordinances, among other things, established the TIF District for a twenty-three (23) year period in accordance with the TIF Act.

E. The Redevelopment Property is located within the boundaries of the TIF District.

F. In order for the redevelopment of the Redevelopment Property to occur, the Developer intends to sell the Redevelopment Property and its improvements to an entity comprised of new investors and the Sterling Organization (or an Affiliate thereof), that will be formed after the Effective Date of this Agreement pursuant to an arms-length transaction at a Closing (as defined below), which, but for the sale and the economic incentives set forth in this Agreement, the development of the Redevelopment Property is not feasible. The newly formed entity will act as master developer of the Redevelopment Property.

G. Concurrently with the sale of the Redevelopment Property, the Developer will assign this Agreement to the newly formed entity and the newly formed entity will assume all rights and obligations under this Agreement.

[1] All capitalized words and phrases throughout this Agreement have the meanings set forth in the Recitals above, in Section 1, or in the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Code or Village Code.

H. The Developer intends to: (1) to act as master developer of the Redevelopment Project and the Redevelopment Property; (2) together with the Residential Developer, develop and construct the Phase I Project, as described in **Exhibit B,** substantially in accordance with this Agreement and the Requirements of Law; and (3) identify and contract with from time to time one or more Developer Parties or Affiliates of the Developer to pursue the completion of some or all of the Phase II Project, as described in **Exhibit B**.

I. To induce the Developer to undertake the Redevelopment Project and to facilitate the development and construction of the Redevelopment Project, subject to and in accordance with the terms of this Agreement, the Village has agreed to reimburse the Developer for certain Eligible Costs from Available Incremental Property Taxes and Excess Incremental Taxes through one or more direct payments and one or more series and/or tranches of TIF Bonds.

J. The Developer represents and warrants to the Village, and the Village finds that, but for the financial assistance to be provided by the Village to the Developer pursuant to this Agreement, the Redevelopment Project would not be economically viable and, it is not reasonably anticipated that the Developer or any Affiliate of the Developer would undertake, or cause the undertaking, of the Redevelopment Project as contemplated.

K. This Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the Corporate Authorities and the Developer have taken all actions required to be taken prior to approval and execution of this Agreement to make the same binding upon the Village and the Developer according to the terms hereof.

L. The Corporate Authorities of the Village, after due and careful consideration, have concluded that: (1) the development and construction of the Redevelopment Project as contemplated herein will increase and strengthen occupancy at the Redevelopment Property where the buildings have been significantly underutilized, further the growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, increase sales tax revenue, foster increased economic activity within the Village's commercial sectors, increase employment opportunities within the Village by creating and retaining jobs, creating short-term construction jobs, improve the retail base of the Village and attract new tenants to the Redevelopment Property and other retail properties in the Village, is in the best interest of the Village, and is otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers; and (2) without the financial assistance contemplated by this Agreement, the Redevelopment Project would not be feasible.

M. Pursuant to its authority under: (1) the TIF Act; (2) its home rule powers under the Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970; and (3) Economic Development Act of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Village agrees to enter into this Agreement with the Developer.

Section 1. DEFINITIONS.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

"***Accounting***": The Village's (1) determination of the amount of Incremental Taxes that the Village has received during each full or partial (i.e., the first and last partial calendar year

during the Term) Accounting Period and (2) calculation of Available Incremental Property Taxes and Excess Incremental Property Taxes for each full or partial Accounting Period immediately prior to the applicable Accounting Date.

"***Accounting Date***": The first Business Day to occur following January 20th each year after the Retail Commencement of Construction and then every succeeding first Business Day following January 20th to occur during the Term of the Agreement.

"***Accounting Period***": The period of January 21st of each year to the next following January 20th, except that the initial period shall begin on the date of the Retail Commencement of Construction and end on the next succeeding January 20th.

"***Administrative Costs***" (also referred to as "***Village Administrative Costs***"): Reasonable costs and expenses incurred by the Village after the Effective Date to administer: (1) the Redevelopment Property and Small Retail Property portions of the TIF District in compliance with the TIF Act; (2) the TIF Bonds; and (3) this Agreement. Such costs may include, but not be limited to, reasonably allocated staff time for preparation of annual reports; reasonable engineering fees; reasonable attorneys' fees and other outside consultants; out-of-pocket expenses such as, but not limited to, processing, preparation and publication, if any, of all petitions, applications, notices, resolutions, ordinances and other documents required hereunder or in furtherance of the Redevelopment Project; and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements or other agreements that relate to matters covered under this Agreement; provided, however, Administrative Costs shall not include the following costs imposed on the Developer, the Phase I Residential Developer or any other Developer Party: Village-established application or petition fees, charges or impositions; development-related costs and fees typically charged back to petitioners based on common Village practice or policy; and/or development-related costs and fees that are charged back to petitioners for outside consultants and experts.

"***Affiliate***": As to a Person, any other Person that, directly or indirectly, is in Control of, is Controlled by, or is under common Control with, such first Person.

"***Anticipated Project Schedule***": The non-binding Redevelopment Project Schedule set forth in **Exhibit C**.

"***Available Incremental Property Taxes***": Incremental Property Taxes, as determined on each Accounting Date, minus: (1) Village Administrative Costs; (2) required payments to other taxing districts, pursuant to 65 ILCS 5/11-74.4-3(q)(7.5 and 7.7); (3) any amounts returned to any owner of any portion of the Redevelopment Property pursuant to any appeal, objection or other proceeding that reduces the assessed valuation of such property or the amount of ad valorem taxes paid on such property or other amounts held back by the County Treasurer; and (4) any other amounts required to be paid by pursuant to applicable provisions of the Village's Municipal Code and all other federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations, when such taxes are collected and paid to and received by the Treasurer of the Village for deposit in the TIF Fund.

*"**Bond Counsel**":* Chapman and Cutler LLP, or any other nationally recognized bond counsel acceptable to the Village.

"***Building Certification***": The certification of a building or development by Green Globes, the U.S. Green Building Council or Home Innovation Research Labs, as may be applicable to a particular type of development.

"***Business Day***": As defined in **Section 15** below.

"***Certificate of Completion***": A certificate, issued by the Village, which confirms Phase I Retail Project Substantial Completion, the Phase I Residential Project Substantial Completion, the Infrastructure and Site Preparation Improvements Substantial Completion, the Phase II Project Substantial Completion, or any individual Phase II Parcel Substantial Completion, as applicable.

"***Certificate of Expenditure***": As defined in **Section 6.B.4** below.

"***Certification Request***": As defined in **Section 6.B.2** below.

"***CTM Plan***": The Construction and Traffic Management Plan defined in **Section 3.K**.

"***Collected Incremental Taxes***": As defined in **Section 6.A.3** below.

"***Control***": The possession by a Person, directly or indirectly, of the power to direct or cause the direction of the management, activities and policies of another Person (even if such power is subject to, or becomes subject to, the right of other equity holders to exercise: (1) veto rights over major decisions; (2) removal rights upon a material default in the Controlling Person's obligations; or (3) a forced sale or purchase right upon the occurrence of specified events), whether through the ability to exercise voting power, by contract or otherwise. "Controlled" and "Controlling" each have the meanings correlative thereto.

"***Conveyance Date***": The date upon which the Developer conveys fee title to the entire Redevelopment Property for the purpose of implementing the Redevelopment Project.

"***Corporate Authorities***": The Mayor and Board of Trustees of the Village of Niles, Illinois.

"Declaration"*:* As defined in **Section 8.A** below.

"Developer": Collectively as of the Effective Date, SVAP Golf Mill Retail, L.P., a Delaware limited partnership, SVAP Golf Mill Retail II, L.P., a Delaware limit partnership and SVAP Golf Mill Office, L.P., a Delaware limited liability company and then, on and after Conveyance Date, the entity that takes title to the Redevelopment Property and assumes all of the rights and obligations pursuant to this Agreement. The Sterling Organization, or one or more Affiliates thereof, shall be the general partner of the Developer before and after the Conveyance Date.

"***Developer Affiliate***": Any other Person that, directly or indirectly, is in Control of, is Controlled by, or is under common Control with, the Developer.

"***Developer Party***": Any Person who may undertake the development of improvements related to the Phase I Residential Project or the Phase II Project. A Developer Party may sometimes be collectively referred to as the "***Developer Parties***" as the context may require. A Developer Party shall be a Person that: (1) either (a) has at least ten (10) years of experience in developing, owning and/or managing at least three (3) properties similar in size and type to the

asset being purchased or developed; or (b) has assets of at least Twenty-Five Million Dollars ($25,000,000); (2) does not appear on any list of persons, entities and governments issued by the Office of Foreign Assets Control of the United States Department of Treasury pursuant to Executive Order 13224; and (3) is not in violation of any code or ordinance within the Village Code.

"***Development Pad(s)***": As defined in ***Exhibit B***.

"***Effective Date***": The effective date of this Agreement shall be the date that the last signatory executes this Agreement, which date shall be set forth in the first sentence on Page 1 of this Agreement.

"***Eligible Costs***": All qualifying redevelopment project costs that: (1) are authorized and defined by the TIF Act and the Redevelopment Plan; (2) qualify as Tax-Exempt Costs and do not represent: (a) a transfer or a payment of TIF Bond proceeds between related persons as defined in Section 144(a) of the Internal Revenue Code or (b) any payment of TIF Bond proceeds by a grantee of the TIF Bond proceeds to a related person as defined in Section 144(a) of the Internal Revenue Code; and (3) either: (y) are the Developer's Prior Expenditures or (z) are incurred by the Developer in the land acquisition for, and construction of, any portion of the Redevelopment Project and listed on **Exhibit D-1;** provided, however, that costs paid with Collected Incremental Taxes, such as but not limited to construction period interest, do not have to qualify as Tax-Exempt Costs.

"***Event(s) of Default***": As defined in **Section 14** below.

"***Excess Incremental Taxes***": (1) Prior to the Tax Sharing Date, one hundred percent (100%) of Incremental Property Taxes which are reserved, as required by the TIF Act, for payments to certain taxing districts, but not disbursed to those districts each year during the Term and (2) on and after the Tax Sharing Date, sixty-five percent (65%) of Incremental Property Taxes, which are reserved as required by the TIF Act for payments to certain taxing districts, but not disbursed to those districts each year during the Term.

Expiration Date of the TIF District: The Expiration Date of the "Milwaukee-Dempster Tax Increment Financing District" is December 31, 2041.

"***Incremental Property Taxes***": The ad valorem taxes, if any, arising only from the taxes levied upon the Redevelopment Property and the Small Retail Property with the PINs set forth on **Exhibit A-3** which tax revenues are attributable to the increases in the then current equalized assessed value ("**EAV**") over and above the total initial EAV of each such lot, block, tract, or parcel of real property comprising the Redevelopment Property and the Small Retail Property, all as determined by the Cook County Assessor, pursuant to and in accordance with the TIF Act, and received by the Village from the Cook County Treasurer.

"***Indenture Trustee***": Amalgamated Bank of Chicago or a bank or trust company acceptable to the Village that is party to a Trust Indenture for a particular TIF Bond tranche issuance.

"***Inducement Resolution***": Resolution No. 2022-67R: The Resolution approved by the Village providing a capped inducement incentive payable to the Developer in an amount not to exceed $100,000.00 for reimbursement of certain actual, documented Eligible Costs (i.e., professional service costs and other soft costs) incurred in the preparation of the Developer's TIF

application, preparation of Agreement exhibits and related Redevelopment Project materials and the negotiation of this Agreement. The payment of the inducement incentive occurs as follows: (1) if this Agreement is not entered into, the payment of the inducement incentive to the Developer is the only financial reimbursement payable to the Developer by the Village; and (2) if this Agreement is entered into by the Parties, the payment of the inducement incentive to the Developer shall constitute a partial payment of and reduction in the Maximum Reimbursement Amount (as that term is defined below) provided for under this Agreement.

"***Infrastructure and Site Preparation Improvements***": As defined in ***Exhibit B***.

"***Initial Development Obligations***": As defined in **Section 3.B.2** below.

"**Internal Revenue *Code***": The Internal Revenue Code of 1986, as amended from time to time.

"***JCP Parcel"***: That certain parcel of land located within the Redevelopment Property and the approximate boundaries being labeled as "JCPenney" on the Overall Site Plan **Exhibit E-2** which is currently leased to JCPenney.

"Landscaped Areas": Those areas of the Redevelopment Property improved in accordance with Section 11 of the Zoning Code and the PUD and to be maintained pursuant to a Village-approved maintenance plan and the Declaration.

"***Maximum Reimbursement Amount***": As defined in **Section 6.A.1** below.

"Maximum TIF Bond Maturity Date": With respect to each tranche of the TIF Bonds, the date which is the earlier of: (1) the date which is twenty (20) years from the date of issuance of such tranche of the TIF Bonds and (2) December 31st of the year following the Expiration Date of the TIF District.

"***Net Proceeds***": The total proceeds derived from the issuance, sale and delivery of each series or tranche of TIF Bonds, representing the total purchase price of the TIF Bonds, including any premium paid as part of the purchase price of the TIF Bonds, but excluding the accrued interest, capitalized interest, debt service reserve, and costs of issuance, if any, on the TIF Bonds paid by the initial purchaser(s) of the TIF Bonds.

"***Parcel(s)***": Individually, Phase I Parcels or the Phase II Parcels, as the context may require, or collectively, the Phase I Parcel and the Phase II Parcel all as depicted on **Exhibit A-2**.

"***Person***": Any corporation, partnership, individual, joint venture, limited liability company, business, enterprise, proprietorship, or other legal entity of any kind, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the foregoing.

"***Phase I Project***": As defined in ***Exhibit B***.

"***Phase I Project Budget***": As set forth in **Exhibit D-2**.

"***Phase I Residential Project***": An approximately 300-unit Class A residential building, comparable to Morton Grove's Saw Mill Station, at the northeast corner of Church Street and Greenwood Avenue which shall: (1) have high quality finishes (including upgraded cabinet

packages, counter tops, appliances, carpeting and floor finishes) and high quality amenities (including a roof top terrace, a pool, common areas and/or amenity spaces); (2) include structured parking; and (3) be a mix of studio, one bedroom, two bedroom and three bedroom units.

"***Phase I Residential Commencement of Construction***": The Phase I Residential Developer's initiation of below grade improvements on the Redevelopment Property in furtherance of the Phase I Residential Projects.

"***Phase I Retail Project***": As defined in ***Exhibit B***.

"***Phase I Residential Project Substantial Completion***": With respect to the Phase I Residential Project, satisfaction of the following activities or milestone actions:

1. The Residential Developer has completed the construction of (subject to punch list items and exterior improvements delayed due to weather conditions), and the Village has inspected and approved, the Phase I Residential Project (with the understanding that landscaping shall be promptly installed and completed when weather conditions permit); and

2. If applicable, the Residential Developer has received a conditional or partial certificate of occupancy in accordance with the applicable provisions of the Village Code for some or all components of the Phase I Residential Project.

"***Phase I Retail Project Substantial Completion***": With respect to the Phase I Retail Project, satisfaction of the following activities or milestone actions:

1. The Developer has completed the construction of (subject to punch list items and exterior improvements delayed due to weather conditions), and the Village has inspected and approved, the Infrastructure and Site Preparation Improvements, as defined ***Exhibit B***, the Phase I Retail Project and the Water Feature Area and Event Plaza (with the understanding that landscaping shall be promptly installed and completed when weather conditions permit); and

2. The Developer (or the applicable tenant) has received a conditional or final certificate of occupancy in accordance with the applicable provisions of the Village Code for some or all of the Phase I Retail Project.

"***Phase II Project***": As defined in ***Exhibit B***.

"***Phase II Project Budget***": As set forth in **Exhibit D-2**.

"***Phase II Parcels***": That portion of the Redevelopment Property that is depicted in **Exhibit A-2** and upon which the Development Pads will be located and may be developed.

"***PIN***": The property index number established from time to time by the Cook County Assessor's Office to identify a tax parcel within the Redevelopment Property or on the Small Retail Property.

"***Preliminary Development Petitions***": Such applications and petitions, including plans, documents and studies, ordinarily required by the Village for approval of: (1) a planned unit development, as set forth in **Section 12.6 (Application Submittal Requirements)** of the Zoning

Code, which governs the Redevelopment Property; (2) a subdivision or a consolidation plat, as set forth in the Subdivision Regulations of the Village of Niles, of the Redevelopment Property; and (3) such other land use and zoning approvals as the applicant deems appropriate, and as the Village requires for a complete application, in connection with the development of the Phase I Project and, to the extent details are available, the Phase II Project.

"***Prior Expenditures***": Those Eligible Costs incurred by the Developer prior to the approval date of this Agreement in furtherance of the preparation of the request for tax increment financing assistance, the negotiation of this Agreement and the delivery of the Redevelopment Project.

"***Private Infrastructure Improvements***": Those privately-owned and developed improvements within the Redevelopment Property or within utility easements outside the Redevelopment Property that are necessary to support and serve some or all of the Redevelopment Project including, but not limited to, new or the replacement, extension or upsizing of existing private stormwater detention and drainage facilities, roads, drive aisles, curbs, light poles and light fixtures for roads, sidewalk and pedestrian pathways, and access drives, sanitary sewer mains and service lines and other sanitary sewer system facilities and equipment (i.e., lift stations), water mains and service lines and other water system facilities and equipment (i.e., pump and/or booster stations, vaults, generators, water storage tank or tower) and electric, telecommunications, cable and gas service lines and facilities.

"***Project Concept Plans***": The Project Concept Plans, set forth in **Exhibit E**, which form the basis for the development plans for the Redevelopment Project and, more particularly, the Phase I Project; provided, however, the Water Feature Area and Events Plaza shall substantially conform to the development plans in the Project Concept Plans.

"***Public Infrastructure Improvements***": Those infrastructure improvements, if any, that are developed by the Developer or a Developer Party, at no cost to the Village, on or in close proximity to the Redevelopment Property, that are (1) (a) uniquely, directly and primarily attributable to and (b) necessary to serve and support of the Redevelopment Project, and (2) dedicated to, and accepted by, the Village. As part of the development plan review and approval process, the Developer (or Developer Party) and the Director of Public Works (or Village Engineer) shall meet and discuss which components of these improvements shall be dedicated to, and accepted by, the Village. Acceptance of such improvements shall be in the sole discretion of the Village.

"***PUD***": The preliminary planned unit development approved by the Corporate Authorities as part of the Preliminary Development Petitions in accordance with Requirements of Law, which planned unit development shall govern, among other things, the development, design, maintenance and use of the Redevelopment Property.

"***Redevelopment Agreement Costs***": Reasonable costs and expenses relating to the preparation, negotiation and delivery of this Agreement and incurred by the Village prior to the Effective Date. Such costs and expenses may include: (1) fees for engineering services, financial consulting services, legal representation, and other outside consultants' fees and (2) miscellaneous out-of-pocket expenses such as legal publication costs, recording fees and copying expenses.

"***Redevelopment Plan***": The Redevelopment Plan and Project for the TIF District adopted pursuant to Village Ordinance No. 2018-63, as amended by the Village, in its discretion, from time

to time, and in accordance with the **Subsection 6(K)** (Amendment of Redevelopment Plan Budget) of this Agreement.

"***Redevelopment Project****":* The project generally described in ***Exhibit B*** and consisting of the Phase I Project and the Phase II Project.

"Redevelopment Property": Those parcels of land: (1) commonly known as the Golf Mill Shopping Center at 239 Golf Mill Center, Niles, Illinois which include the existing approximately one million one hundred fifty thousand (1,150,000) square feet of retail/commercial space on approximately eighty (80) acres of land and (2) legally described on ***Exhibit A-1***.

"***Redevelopment Property Acquisition***": The Developer's purchase of the Redevelopment Property.

"Redevelopment Property Conveyance Date": The date upon which the Developer acquires title to the Redevelopment Property.

"***Required Village Infrastructure Improvements***": Those required public infrastructure improvements located on or outside of the Redevelopment Property including, but not limited to, the installation or construction of new or the replacement, extension or upsizing of existing stormwater detention and drainage facilities, sanitary sewer mains and service lines, water mains and service lines, lift stations and pump stations and related equipment (pumps, vaults, generators) and technology systems (i.e., SCADA) to operate such facilities that are attributable to and necessary to support and service some or all of the Redevelopment Project, once fully built out, but are also attributable to and necessary to support and serve, on a primary basis, other properties within the Village, as determined by the Village Engineers, or an engineering firm selected by the Village; provided, however, that such improvements shall not include: (1) repair of, replacement of or material maintenance to existing Village stormwater detention and drainage facilities, stormwater mains and service lines, sanitary mains and service lines, and infrastructure in support of the foregoing due to the Village's failure to properly maintain such improvements in accordance with reasonable maintenance policies of similarly sized municipalities; or (2) the construction of new administration or operations buildings, such as a new public works building, the purchase of specialized vehicles and equipment, such as a new fire truck, which generally serve the Village and its residents.

"***Requirements of Law***": All applicable federal, state, county and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations, as well as regulatory agencies and special districts with regulatory oversight jurisdiction, judicial decisions and orders binding on the Parties or the Redevelopment Project.

"***Residential Developer***": The Developer Party that develops the Phase I Residential Project.

"***Retail Commencement of Construction***": The Developer's initiation, as applicable, of construction activities on the Redevelopment Property, which activities shall consist of the demolition of structures, buildings and other below/at/above grade improvements; provided, however, that the demolition work referenced in **Section 3.B.1** shall not constitute the initiation of demolition work for the purpose of Retail Commencement of Construction.

"Security": Cash escrows, letters of credit, performance and payment bonds and/or other forms of security reasonably acceptable to the Village that are posted as required by **Section 12**

(Planned Unit Developments) of the Village's Zoning Ordinance and in accordance with Section 11-39-3 of the Illinois Municipal Code.

"***Site Plan***": The site plan depicting the Redevelopment Project and consisting of the Phase I Project and the Phase II Project set forth in **Exhibit E-1**.

"***Small Retail Property***": Those certain outparcels that are currently occupied by Chick-Fil-A (currently identified as PIN 09-14-112-022), Chase Bank (currently identified as PIN 09-14-108-027) and Panera Bread Company (currently identified as PIN 09-14-108-025).

"Special Service Area": As defined in **Section 8.C** below.

"***SSA Maintained Improvements***": The Landscaped Areas, the Water Feature Area and Events Plaza, and stormwater detention basins and stormwater lines located within the boundaries of the Redevelopment Property.

"***Subdivision Code***": The Subdivision Regulations of the Village of Niles as set forth in Chapter 90 of the Village Code in effect as of the Effective Date.

"Taxable Bonds": TIF Bonds issued such that the principal of and interest thereon is includible in gross income of the owners thereof for federal income tax purposes in accordance with the Internal Revenue Code.

"**Tax Code**": One or more special tax code designations issued by the Cook County Clerk's Office (Tax Extension Department), upon request of the Village, for the Redevelopment Property's Permanent Index Numbers set forth on **Exhibit A-3** for purposes of segregating the Incremental Property Taxes generated by the Redevelopment Property and the Small Retail Property.

"Tax-Exempt Bonds" means TIF Bonds issued such that the principal of and interest thereon is excludible from gross income of the owners thereof for federal income tax purposes in accordance with the Internal Revenue Code.

"Tax-Exempt Costs" means, with respect to financing provided with proceeds of a tax-exempt TIF Bond, Eligible Costs that are costs of a type that would be properly chargeable to a capital account under the Internal Revenue Code (or would be so chargeable with a proper election) under federal income tax principles.

"***Tax Sharing Date***": The date upon which the Developer has received at least Seventy-Five Million Dollars and No Cents ($75,000,000.00) in Net Proceeds from TIF Bond sales and Collected Incremental Taxes, if any.

"***TIF Approval Ordinances***": The following Village Ordinances adopted October 23, 2018:

1. Ordinance No. 2018-63 entitled An Ordinance of the Village of Niles, Cook County, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Milwaukee-Dempster Redevelopment Project Area;

2. Ordinance No. 2018-64 entitled An Ordinance of the Village of Niles, Cook County, Illinois, Designating the Milwaukee-Dempster Redevelopment Project Area of

Said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and

3. Ordinance No. 2018-65 entitled An Ordinance of the Village of Niles, Cook County, Illinois, Adopting Tax Increment Allocation Financing for the Milwaukee-Dempster Redevelopment Project Area.

"***TIF Bond(s)***": One or more series of non-recourse debt instruments: (1) with a minimum five (5) year pre-payment lock out period; (2) secured solely by projected or existing Available Incremental Property Taxes and Excess Incremental Taxes; (3) issued by the Village; and (4) sold as either a public offering or through private placement and the Net Proceeds of which are used to reimburse the Developer for Eligible Costs.

"***TIF District***": The Milwaukee-Dempster Redevelopment Project Area designated by the Corporate Authorities pursuant to Ordinance No. 2018-64, as amended by the Village, in its discretion, from time to time.

"***TIF Fund***": The special tax allocation fund established for the TIF District in accordance with the TIF Act and the TIF Approval Ordinances.

"***Trust Indenture***": The agreement between the Village and the TIF Bond underwriter of a TIF Bonds tranche to establish the terms of a particular TIF Bond issuance.

"***Uncontrollable Circumstance***": Any of the following events and circumstances that materially change the costs or ability of a Party to carry out its obligations under this Agreement:

1. a change in Requirements of Law;

2. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;

3. pandemic, epidemic, health emergency, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather condition, or other similar act of God;

4. governmental condemnation or taking; or

5. strikes or labor disputes, other than those caused by the unlawful acts of one of the Developer or Developer Affiliate.

"***Village Attorney***": The duly engaged attorney of the Village, or their designee, including any special counsel hired by the Village.

"***Village* Code**": Code of Ordinances, Village of Niles, Illinois in effect as of the Effective Date.

"***Village Economic Development Director***": The duly appointed Village Director of Economic Development, or successor position.

"***Village Public Works Director***": The duly appointed Village Director of Public Works, or successor position.

"***Village Manager***": The duly appointed Village Manager of the Village, or their designee, as appointed by the Village Manager.

"***Water Feature Area and Event Plaza***": The privately-owned town-center plaza for public events and gatherings, together with a water feature (with an approximate depth of five (5) feet and an approximate gross area of one (1) acre) bounded by retail / commercial / restaurant building pads and outdoor café areas, with integrated pedestrian friendly streetscape, a minimum six (6) foot wide pedestrian pathway and landscape improvements all subject to the Declaration and as depicted on **Exhibit E-4** and **Exhibit E-5**.

"***Zoning* Code**": The Village of Niles Zoning Ordinance in effect as of the Effective Date.

Section 2. RULES OF CONSTRUCTION.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and *vice versa*. Whenever the terms "including" or "excluding" are used in this Agreement, they shall be presumed to be followed by the phrases, "but not limited to" or "without limitation," as the context may require.

2. 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.

3. Calendar Days. 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.

4. Exercise of Reasonableness or Reasonable Discretion. A Party that must exercise reasonable discretion or act in a reasonable manner shall do so in good faith, without arbitrariness and with a sound, articulated basis.

Section 3. PRE-CONSTRUCTION AND GENERAL CONSTRUCTION OBLIGATIONS.

A. Project Concept Plans for Redevelopment Project. The Developer agrees that the Project Concept Plans set forth in **Exhibit E** form the basis for the development plans for the construction of the Redevelopment Project and, more particularly, the Phase I Project; provided, however, the Water Feature Area and Events Plaza shall substantially conform to the plans set forth in the Project Concept Plans. The Corporate Authorities of the Village approve the attached Project Concept Plans for purposes of entering into this Agreement and to encourage the Developer and/or its Affiliates, to proceed with the necessary land acquisition, project financing, zoning entitlement activities and construction activities relative to the Redevelopment Project. The Corporate Authorities of the Village further agree to consider approval of all reasonably required zoning and development approvals in regard to the Redevelopment Project in order to allow the Developer and/or individual Developer Parties to construct certain components of the Redevelopment Project, provided that the Preliminary Development Petitions are generally consistent with the attached Project Concept Plans and the Preliminary Development Petitions for the Phase I Residential Project conform its definition set forth above in this Agreement. As and

when requests for approval are made, the requesting party will actively participate in the approval process (including participation in public hearings) and will use commercially reasonable efforts to secure all required: (1) zoning and development permit approvals from the Village and (2) permits and approvals from other governmental oversight agencies. The Developer acknowledges that the Village's approval of this Agreement and the Project Concept Plans do not constitute a final project approval and do not entitle the Developer to receive a site development permit or a construction permit for any work on the Redevelopment Property or the Redevelopment Project.

B. Initiation of Redevelopment Project.

1. Former Circuit City Building.

a. Within ten (10) days of the Effective Date, the Developer shall seek its existing lender's approval to demolish the former Circuit City Building. If the lender approves such demolition, the Developer shall, at its expense, use commercially reasonable efforts to complete the demolition of such building on or before December 31, 2024, subject to the receipt of all necessary government permits and approvals. If the Developer's lender does not approve such demolition, the Developer shall, at its expense, install and maintain construction fencing around such building and place and maintain Redevelopment Project rendering images on the fencing within thirty (30) days of the lender denial. Such Redevelopment Project images shall be maintained until such time that the Circuit City Building is demolished.

b. If the Circuit City Building has not been demolished as of the Conveyance Date, the Developer shall, within ten (10) days after the Conveyance Date, seek its new lender's approval to demolish the Circuit City building. Provided that such new lender approves the demolition, the Developer shall, at its expense, use commercially reasonable efforts to demolish the building within sixty (60) days of receipt of all necessary government permits and approvals.

2. Initial Development Obligations. Upon execution of the Redevelopment Agreement, the Developer and/or its Affiliates, as appropriate, shall use commercially reasonable efforts to diligently pursue: (a) the raising of debt and equity for the Phase I Project (exclusive of the Phase I Residential Project); (b) identification of a purchaser of the Redevelopment Property and negotiation of the terms of a contract for disposition of the Redevelopment Property; (c) preparation of architectural, engineering and other plans for the Preliminary Development Petitions; (d) submittal of the Preliminary Development Petitions to the Village; (e) securing a written, executed commitment from a residential developer to develop the Phase I Residential Project; and (f) Commencement of the Construction of the Phase I Project. The Village shall diligently process the Preliminary Development Petitions and schedule them for the earliest practicable consideration by the Corporate Authorities. The Developer shall complete tasks (a) through (f), inclusive, within two (2) years of the Effective Date; provided, however, that so long as the Developer and/or its Affiliates have written, executed commitments for debt and equity, a written, executed commitment from a residential developer to develop the Phase I Residential Project, completed the disposition of the Redevelopment Property to the Developer (or have a fully executed contract for disposition) and filed the Preliminary Development Petitions within such two (2) year period (the "**Initial Development Obligations**"), the date for Retail Commencement of Construction (and, if applicable, Redevelopment

Property Acquisition) shall be extended to three (3) years from the Effective Date. As soon as practicable after the Conveyance Date, the Developer shall take all commercially reasonable actions to secure final PUD, engineering, subdivision and other governmental approvals, such as MWRD, IDOT and IEPA, in order to proceed with the Phase I Retail Project. Further, the Developer shall commence vertical construction (i.e., construction of improvements above grade) on the Phase I Retail Project within six (6) months of the date of the Retail Commencement of Construction subject to the receipt of all necessary governmental permits and approvals. The Developer shall be solely responsible for raising sufficient debt and equity to complete the Phase I Retail Project.

3. Land Acquisition and Notice of Retail Commencement of Construction. The Conveyance Date shall occur no later than three (3) years after the Effective Date provided that two (2) years following the Effective Date, the Developer has a binding contract for disposition of the Redevelopment Property. Within ten (10) days of the Conveyance Date, the Developer shall provide the Village Manager with copies of the following fully executed closing documents consisting of: (1) a deed or other title conveyance document; (2) a closing statement from the title company or escrow company; (3) real estate transfer tax declaration documents in the amount of the sale price, as issued on Village of Niles form, State of Illinois form and Cook County form; and (4) a disbursement statement from a lender, escrow company or a title company confirming payment of purchase price. The Developer shall notify the Village in writing of the date of the Retail Commencement of Construction. If the Developer fails to deliver such notice and the Retail Commencement of Construction occurs, the date of the Retail Commencement of Construction shall be deemed to be the date of issuance of the first building permit for the Phase I Project. If the Developer and/or its Affiliates have not performed the Initial Development Obligations within such two (2) year period, the Developer or the Village may terminate this Agreement upon written notice, without any liability of any kind to the other Party or Parties, as each Party will be responsible for paying its own costs and expenses incurred under this Agreement through the date of termination notice. If the Acquisition or the Redevelopment Property is not completed within the above referenced three (3) year period, the Developer or the Village may terminate this Redevelopment Agreement, upon written notice, without any liability of any kind to the other Party or Parties as each Party will be responsible for paying its own costs and expenses incurred under this Agreement through the date of termination notice. If this Agreement is terminated under this **Section 3.B.3,** the Developer shall not be entitled to reimbursement of Eligible Costs incurred through the date of termination.

4. Preliminary Development Petitions Process. As provided in **Section 3.A. and Section 3.B.2**, the Developer shall submit the Preliminary Development Petitions within two (2) years of the Effective Date. The submittal of the Preliminary Development Petitions will be generally consistent with the Project Concept Plans (attached as **Exhibit E**); provided, however, the Water Feature Area and Events Plaza shall substantially conform to the development plans set forth in the attached Project Concept Plans. The Village and the Developer shall process the Preliminary Development Petitions in accordance with the Zoning Code, the Subdivision Code, any Village-approved design guidelines that are applicable to planned unit developments, and other applicable provisions of the Village Code in order to allow for the approval of the PUD, a preliminary plat of subdivision/consolidation and other applicable entitlements. The Developer acknowledges that: (a) Village approval of the Preliminary Development Petitions and/or the PUD do not entitle the Developer to undertake development of any portion of the Redevelopment Project; (b) final Village approval by the Corporate Authorities, in their

sole discretion, as provided in **Section 12.8** (Additional Permit Requirements for Planned Unit Developments) of the Zoning Code, of architectural, landscape, engineering, lighting the plans and materials approved as part of the PUD is required in order to undertake development of any portion of the Redevelopment Project; (c) if final plans submitted pursuant to **Section 12.8 (Additional Permit Requirements for Planned Unit Developments)** of the Zoning Code do not substantially conform to plans approved as part of the PUD, modifications may be requested pursuant to **Section 12.7** (Modifications to Approved Planned Unit Development) of the Zoning Code, but approval of such modifications shall be subject to the sole discretion of the Corporate Authorities; (d) the Phase I Residential Project may require the Residential Developer to amend the PUD pursuant to **Section 12.7** (Modifications to Approved Planned Unit Development) of the Zoning Code, but approval of such amendment(s) shall be subject to the sole discretion of the Corporate Authorities; and (e) each component of the Phase II Project will require the applicable Developer Party undertaking such component to amend the PUD pursuant to **Section 12.7** (Modifications to Approved Planned Unit Development) of the Zoning Code and approval of such amendment(s) shall be subject to the sole discretion of the Corporate Authorities. The Village shall diligently process the Preliminary Development Petitions and schedule them for the earliest practicable consideration by the Corporate Authorities in accordance with all Requirements of Law. After filing the Preliminary Development Petitions, the Developer shall actively participate in good faith in the plan review process and the zoning and land use public hearing process to secure preliminary and final approval of the PUD, subdivision and other applicable entitlements.

C. Sale of Property And Assignment of Agreement.

1. Assignment of Agreement. In conjunction with the disposition of the Redevelopment Property, the Developer will assign this Agreement on or before the Conveyance Date in accordance with the terms and conditions of this Agreement. The assignee, which will be and become the "Developer" has not been formed as of the Effective Date but will be formed on or before the Conveyance Date.

2. Obligations Prior to Redevelopment Property Acquisition. During the period between the Effective Date and the Redevelopment Property Conveyance Date, the Developer shall actively perform and use commercially reasonable efforts to arrange for the performance and completion of the Initial Development Obligations. Completion of Initial Development Obligations by the Developer or its Affiliates shall be deemed satisfaction of the obligations set forth in **Section 3.A.** Following the assignment of this Agreement and the newly formed Developer's assumption of this Agreement, the Developer, comprised of SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail II, L.P. and SVAP Golf Mill Office, L.P., individually and collectively, shall be released from any obligations under this Agreement, shall have no rights pursuant to this Agreement and all rights and obligations of this Agreement shall inure to, and burden, the newly formed "Developer" entity. Notwithstanding the foregoing, the Developer's right to receive reimbursement (and remedies related thereto) for Prior Expenditures pursuant to the Inducement Resolution shall survive assignment of this Agreement.

3. Mandatory Contract Provisions. In each land conveyance agreement or development agreement that the Developer enters into with the Residential Developer and/or each Developer Party, the agreement shall specifically include the following obligations: (a) to the extent necessary, active participation, in good faith, in the plan review process and the zoning and land use public hearing process and use commercially

reasonable efforts to diligently pursue approval of all necessary zoning and land use entitlements and final approvals of the architectural, engineering and other plans for the portion of the Redevelopment Project that such party may undertake; (b) an acknowledgement that the Village shall have no obligation whatsoever to provide tax increment financing or other monetary assistance to such party, it being recognized that the Redevelopment Agreement for the Redevelopment Project has been executed in order to facilitate and complete the Phase I Project, including the Phase I Retail Project and the Phase I Residential Project, and the Phase II Project, as a comprehensive and master-planned redevelopment of the Redevelopment Property**,** without the necessity of any additional Village assistance, including from Available Incremental Property Taxes or any other revenues of the Village; and (c) an acknowledgement that each Developer Party and Developer Affiliate, upon assignment, shall be obligated to, once commenced, develop and construct on the portion of the Redevelopment Property in accordance with the development obligations set forth in this Agreement and the Village-approved PUD. For the purposes of clarity, the Developer shall obligate each Developer Party and the Residential Developer to comply with the development obligations set forth in this **Section 3.C.3, Section 3.D.1,** and **Section 3.D.2** and those provisions of this Agreement as specifically set forth in **Exhibit B** (as apply to the Phase II Project) and **Exhibit H**. To the extent there is a conflict between the development obligations set forth in the body of this Agreement and **Exhibits B and H**, the terms of **Exhibits B and H** shall govern. In the case of an assignment and assumption of any rights and/or obligations under this Agreement, the Village shall promptly execute an acknowledgement of such agreement, not as a party to the agreement, but to recognize the terms of the agreement and to be able to monitor party responsibilities. Such acknowledgment shall not be unreasonably withheld, conditioned or delayed. The Village's failure to acknowledge an assignment and assumption of rights and/or obligations shall not affect the validity of such assignment and assumption agreement.

4. Successors and Assigns. The Developer shall enjoy all of the rights, and be subject to its burdens, until such time that the Developer assigns this Agreement and such assignment is accepted by the newly formed "Developer" entity on or about the Conveyance Date. After the Conveyance Date, unless rights and/or obligations are specifically assigned by the Developer and such rights and/or obligations are assumed by the assignee (which assignees in all instances shall meet the definition of a Developer Party or otherwise be approved by the Village), all rights and obligations under this Agreement shall remain with the Developer. Recordation of this Agreement shall not be deemed to impose any obligations, nor confer any benefits, under this Agreement upon any successor entity to the Developer or successor in title to any portion of the Redevelopment Property. The sole purpose of recordation of this Agreement to put successor title holders on notice regarding the terms and conditions of this Agreement.

D. Anti-Monotony and Non-Barracks Design; Building Pad Placement.

1. Anti-Monotony Provisions. Notwithstanding any other provision in this Agreement, the provisions of this Section shall apply for purposes of ensuring that the Phase I Residential Project, Phase I Retail Project and the Phase II Project will not be developed with buildings that present an appearance of monotony or barracks-like sameness. The Developer agrees that, if and when developed, the improvements will provide a visual variety and a high quality aesthetic appearance, not monotonous structures or barracks-like construction. The Developer agrees that monotonous structures or barracks-like construction

is inconsistent with the Village's express direction and architectural vision for this Redevelopment Project to be a high quality destination work-live-shop development. The Developer further agrees that: (1) if and when parcels are developed, there will be a diversity of building types and architectural variety; and (2) the Developer will use various methods of land planning, building pad placement and high quality building design to prevent monotony, which is understood to mean a sameness of building designs, materials, facades, building silhouettes, rooflines, window placement, and style. The Developer understands "barracks-like construction" to mean the construction of the same buildings located on adjacent lots or directly across the street from one another that are identical or nearly identical in design and/or that will be placed on the Development Pads with the same or similar setback or placement. The Village recognizes, however, that there may be certain occasions in which a complimentary design or even a similarity of design may be desirable to carry out a development theme or to create distinctive sub-areas within the overall Redevelopment Project based on the similar needs of the anticipated occupants. The Developer will incorporate high quality design elements such as decorative light poles and light fixtures for roads, sidewalks and pathways (which, for new construction, shall be a minimum of six (6) feet wide) which connect the existing PACE bus stop, the Phase I Residential Project, the Water Feature and Events Plaza, the Church Street access point to Golf Mill Park and any other residential building within the Redevelopment Property, landscaping, building siting, structural ornamentation, building color and other methods to create a visual variety. In consideration of the preliminary and final architectural development plans, the Village shall evaluate the plans and advise the Developer if parts of its plans contain monotony or barracks-like construction. In such a case, the Village shall provide the Developer with a written notice suggesting specific changes to alleviate the design issues. The Developer shall cooperate in good faith and in accordance with good planning practices to address the design issues and shall re-submit revised plans for further consideration by the Village. The Developer agrees to require each Developer Party to use good faith efforts to comply with the Building Certification Requirements, the anti-monotony and high quality aesthetic development design provisions of this **Section 3.D**.

2. Required Building Materials (Building Materials List). The exterior of the newly constructed Phase I Project buildings and Phase II Project buildings and other above grade structures of the Redevelopment Project shall be constructed primarily of high quality brick, stone, masonry, architectural-faced concrete block, stamped concrete panels, cement fiber board (i.e., Hardies or LP cement board products), architectural metals, and synthetic architectural products to provide a high quality aesthetic appearance. Sidewalks and pedestrian pathways shall be constructed of, asphalt, concrete or pavers blocks. Vinyl siding shall not be permitted. Exterior Insulation and Finish Systems (EIFS) materials (i.e., Dry-vit materials) shall be permitted provided they are limited to no greater than 20% of each exterior wall façade of any building and are installed at least 10 feet above grade. The exterior of the newly constructed Phase I Project buildings and Phase II Project buildings and other above grade structures of the Redevelopment Project shall be constructed in accordance with the Village Code, this Agreement and the PUD.

E. Progress Meetings and Reports. At all times, the Developer (and each Developer Party, as appropriate) and the Village shall each have an individual designated as the

Developer's and the Village's primary point of contact for Redevelopment Project-related matters. Upon written request of the Village, the Developer shall meet on, but no more often than, a quarterly basis with the Community Development Director, or the Director's designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Redevelopment Project. Appropriate staff and team personnel from the Developer and the Village shall attend such meetings on behalf of the Developer and the Village. The Parties shall provide and exchange information regarding the status of construction and occupancy, pending permit requests and other appropriate information. The Developer shall, as requested from time to time by the Village but not more often than quarterly, provide the Village written progress reports on the Phase I Project development, leasing and construction status and, to the extent information is available to the Developer, the Phase II Project development.

F. Project Bidding and Bonding Requirements. The Developer shall comply (and shall contractually obligate the Residential Developer and each Developer Party to comply) with all Requirements of Law relating to public improvement payment and performance bonds and public improvement contract bidding. The Water Feature Area and Events Plaza shall not be deemed to be a public improvement. There shall be no bidding requirements for private improvements including, but not limited to, Private Infrastructure Improvements, as part of the Phase I Project or the Phase II Project.

G. Project Concept Plans; Final Development Plans; Zoning; Permits.

1. Project Concept Plans. The Developer shall use the Project Concept Plans set forth in **Exhibit E** to prepare the plans for the Preliminary Development Petitions. Village staff, the Village Attorney, the Village Engineer, Director of Public Works (or Village Engineer) and other Village consultants shall review and process the Preliminary Entitlement Petitions in accordance with the provisions of **Section 12 (Planned Unit Developments)** of the Village's Zoning Code and other applicable provisions of the Village Code. The Developer acknowledges that **Section 12 (Planned Unit Developments)** of the Village's Zoning Code, specifically **Section 12.5 (Procedure),** shall govern for the purposes of securing final plan approval for one or more components of the Phase I Project.

2. Phase II Project Concept Plans. The Developer acknowledges that each Developer Party that seeks to develop a portion of the Phase II Project shall be obligated to comply with all Requirements of Law, including but limited to, **Section 12 (Planned Unit Developments)** of the Village's Zoning Code, **Section 3.C.3**, **Section 3.D**, **Exhibit B** and **Exhibit H**. Such parties shall be obligated to submit preliminary and final architectural plans and engineering plans, comprised of same categories of documents (as applicable) that make up the Project Concept Plans, for the construction of buildings and other improvements to provide one or more of the intended land uses consisting of entertainment, hospitality hotel, office, residential, retail and/or medical buildings, as described in more detail on **Exhibit B**, that are to be considered for approval under a planned unit development ordinance for the Phase II Parcels and the Development Pads.

3. Development – Prior to Conveyance Date or Issuance of Permits. No construction, improvement or development of any kind by the Developer shall be permitted on any portion of the Redevelopment Property unless and until: (a) the Developer acquires title to the Redevelopment Property; and (b) the Developer has been issued the permits and government approvals required to undertake such activities. Further, no occupancy of any portion of the Redevelopment Project shall occur until a temporary or permanent

certificate of occupancy, as applicable, is obtained as required by the Village Code. Notwithstanding the foregoing, the Developer, their tenants and other occupants of the Redevelopment Property shall be permitted to undertake construction and improvements unrelated to the Redevelopment Project provided all such work is performed in accordance with all Requirements of Law.

4. Development – Completion Per Final Development Plans and Applicable Codes. From and after the Retail Commencement of Construction, the Developer, at its cost but subject to reimbursement of Eligible Costs as provided herein, will undertake demolition, site preparation and grading, repair and install of site improvements, building construction, and perform other improvements necessary for construction and operation of the Phase I Retail Project, all pursuant to final development plans submitted and approved pursuant to **Section 12 (Planned Unit Developments)** of the Zoning Code and pursuant to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this subsection, all Phase I Retail Project improvements shall be constructed on the Phase I Parcels in substantial compliance with such final development plans, as prepared by the Developer (or its consultants) and approved by the Corporate Authorities of the Village. **Section 3.G.5** of this Agreement shall govern the installation and maintenance of Public Infrastructure Improvements and Private Infrastructure Improvements; provided, however, that such work shall be performed in accordance with final development plans submitted and approved pursuant to **Section 12 (Planned Unit Developments)** of the Zoning Code and pursuant to the terms and conditions of this Agreement.

5. Installation, Repair and Maintenance of Infrastructure and Site Preparation Improvements, Public Infrastructure and Private Infrastructure Improvements. The Developer shall be responsible for the installation, repair and maintenance, at its sole cost and expense, of the Infrastructure and Site Preparation Improvements, all Private Infrastructure Improvements and, prior to dedication to and acceptance by the Village, Public Infrastructure Improvements. These required Infrastructure and Site Preparation Improvements, Private Infrastructure Improvements and Public Infrastructure Improvements shall be identified on final development plans as of the Retail Commencement of Construction or on any amendments to the final development plans for any component of the Phase I Project or the Phase II Project. Once the Village accepts the dedication of a Public Infrastructure Improvement, the Developer shall no longer have maintenance obligations for such improvement. Completion of the required Infrastructure and Site Preparation Improvements is a condition of the issuance of the Phase I Retail Project Certificate of Completion and the Phase I Residential Certificate of Completion and is intended to bring all required infrastructure, adequately sized to meet the maximum density associated with the Phase I Retail Project, the Phase I Residential Project and a currently proposed Phase II development of a 90,000 square foot hospitality hotel, two (2) 300 unit, Class A residential buildings and a 61,000 square feet retail/office/medical building, as described on **Exhibit B**, to the property line of each Parcel within the Redevelopment Property so that each Parcel is "construction-ready". Thereafter, the Developer and/or the Village may identify modifications to or additional Private Infrastructure Improvements and/or Public Infrastructure Improvements that are necessary to support and serve a Parcel or Development Pad of the Redevelopment Project. In such case, the Developer shall be responsible for the design and construction plans for the modifications or additions and the modification, installation, replacement, repair and maintenance, at its sole cost and expense but subject to reimbursement, of all such Private Infrastructure Improvements and Public Infrastructure Improvements,

regardless of when they are identified as necessary to support and serve the Redevelopment Project. The Parties acknowledge that following completion of the Infrastructure and Site Preparation Improvements, the Residential Developer and/or a Developer Party may require further Public Infrastructure Improvements and/or Private Infrastructure Improvements based on the nature of the specific development. The Developer, at its cost, shall arrange for one or more traffic studies to be prepared as part of the PUD approval for the Phase I Project and the Phase II Project in order to identify additional improvements that may be required. If a governmental body with the appropriate jurisdiction subsequently determines a traffic signal, street improvements (i.e., a deceleration lane / turning lane) or other improvements are required to be installed as a result of the Redevelopment Project or any component thereof, the Developer, at its cost, shall install such improvements subject to reimbursement of Eligible Costs. The Developer may assign responsibility for some or all such work to a Developer Party as part of its construction contract, assignment agreement or conveyance agreement with the Developer Party. If the Developer assigns responsibility for some or all such work to a Developer Party as part of its construction contract, assignment agreement or conveyance agreement with the Developer Party, the Developer shall provide written notice to the Village of the assignment of this responsibility at the same time notice is provided by the Developer to the Village of the intention to execute a construction contract, an assignment agreement or a conveyance agreement with a Developer Party. If the Developer or the Developer Party(ies), or the Village identify Private Infrastructure Improvements and/or Public Infrastructure Improvements that are necessary to support and serve the Phase II Project, or any component thereof, the Developer or the Developer Party(ies), depending on the existence of an assignment, shall be obligated to pay for the design and construction plans for the modifications or additions and the modifications, installation and maintenance of such work on the component of the Phase II Project; provided that following Village acceptance of any Public Infrastructure Improvements, the Village shall be responsible for the maintenance of such improvements.

6. Installation of Required Village Infrastructure Improvements. If there are Required Village Infrastructure Improvements that need to be constructed as part of the Redevelopment Project, the Developer and the Village shall cooperate and coordinate to develop an equitable scope, cost and maintenance allocation which will be memorialized in an agreement between the Parties, based on input from one or more engineering reports prepared by licensed engineering firm(s) retained by the Village and the Developer, for such improvements based on factors, as applicable, such as benefits conferred to the Redevelopment Property and non-Redevelopment Property, intensity of use, linear frontage, acreage served and traffic generated. The Village shall be responsible for the design and construction of all Required Village Infrastructure Improvements and arrange for the construction of these improvements. If as part of the design process, any Required Village Infrastructure Improvements needs modification or additional design work as a direct result of a specific need to support and serve any portion of the Redevelopment Property, the Developer (or the applicable Developer Party) shall be responsible for the additional design and construction costs in addition to its allocable share of the base Required Village Infrastructure Improvements design and construction costs. Prior to construction, the Parties will agree upon the estimated construction costs based on the input received from one or more engineering reports prepared by a licensed engineering firm(s) retained by the Village and the Developer. The Parties understand and agree that the cost to complete such improvements may be less or may exceed the estimated construction costs and agree to pay their allocated share of the final construction costs. Notwithstanding the foregoing, in the event of cost increases, the

Developer's increased allocated cost shall never be more than fifteen percent (15%) greater than its allocated cost as estimated prior to commencement of work. After completion, the Village will maintain the Required Village Infrastructure Improvements. As and when the Village completes Required Village infrastructure Improvements, the Village shall provide the Developer (or Developer Party) a reasonably detailed accounting of the project construction and design costs and the amount due from the Developer (or Developer Party) for its allocated share. Provided that the accounting is substantially consistent with the estimates set forth in the cost allocation agreement between the Parties, the Developer shall remit payment for its allocable share of costs within forty-five (45) days of receipt of the accounting and amount due. In the event that the Developer disputes the Village's accounting and amount due and is unable to resolve such dispute with Village staff, the Developer (or the Developer Party) shall have the right to present its dispute to the Corporate Authorities, the Village shall schedule consideration of such matter as soon as is practicable and the Corporate Authorities shall be the final determining body of such dispute. The Developer shall notify each Developer Party that it may be obligated to share in the costs of Required Village Infrastructure Improvements that may be necessitated by such Developer's development activities.

H. Maintenance. The Developer shall cause each Developer Party, as applicable, to maintain and operate that portion of the Redevelopment Property and Redevelopment Project and all related improvements under the Developer Party's ownership or control in a first-rate condition.

I. Changes to the Project. **Section 12.7 (Modifications to Approved Planned Unit Development)** of the Village's Zoning Code shall govern changes to the PUD following final approval by the Corporate Authorities.

J. Diligent Pursuit of Construction. Once commenced, a Developer Party which undertakes the construction of improvements shall pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and improvements in a diligent and expeditious manner, and in strict compliance with the Requirements of Law.

K. Construction Traffic .

1. Construction and Traffic Management Plan. At least sixty (60) days prior to the Retail Commencement of Construction, the Developer shall prepare and submit, for review and approval by the Village Director of Community Development, a Construction and Traffic Management Plan ("**CTM Plan**") for the Phase I Project. The CTM Plan will govern: (a) the location, storage, and traffic routes for construction equipment and construction vehicles; and (b) the location of alternative off-street parking during the construction. The Village shall have no obligation to issue a building permit for any portion of the Phase I Project, and no construction may be commenced, unless and until the Village Director of Community Development, the Village Police Chief or any designee of the Village Manager has approved, in writing, the CTM Plan. The Village agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the Village Director of Community Development. The CTM Plan shall include the following:

a. The schedule and traffic routes for construction traffic accessing the Redevelopment Property**;**

b. The designation of machinery and construction material storage areas on the Redevelopment Property;

c. Provisions for the screening of construction areas within the Redevelopment Property;

d. The hours of operation and schedule for construction on the Redevelopment Property;

e. The location of areas on the Redevelopment Property for the parking of construction vehicles and vehicles operated by construction employees;

f. The location of alternative off-street parking, if required by the Zoning Code, to replace any parking temporarily lost due to construction; and

g. The location of temporary and durable off-street parking on the Redevelopment Property for construction employees.

2. Designated Routes of Access. The Village reserves the right to designate certain prescribed routes of access to the Redevelopment Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Redevelopment Property for construction traffic.

3. Maintenance of Routes of Access**.** At all times during the construction of the Phase I Project, the Developer shall: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

4. Phase II Project CTM Plan. The Village shall not require a CTM Plan for the development of any component of the Phase II Project unless multiple components of the Phase II Project are being developed at the same time. In such an instance, the Village may require a CTM Plan to manage construction staging, traffic and parking during the construction multiple components of the Phase II Project.

L. Parking and Stormwater Management During Construction. During construction of any component of the Redevelopment Project, the Developer shall (or shall cause the applicable Developer Party to):

1. Make available, or cause to be made available, existing surface off-street parking on the Redevelopment Property for the parking of construction employee vehicles, as necessary; and

2. Temporarily divert or control any heavy accumulation of storm water away from or through the Redevelopment Property in a manner approved in advance by the Village Manager, which method of diversion may include early installation of storm drains to collect water and convey it to a safe discharge point.

M. As-Built Plans. After completion of construction of any new improvement on the Redevelopment Property, the Developer Party that owns such Improvement, directly or indirectly,

shall submit to the Director of Public Works (or the Village Engineer) final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated Improvements; and (2) for other final construction documents (in paper and electronic format) as required and approved by the Director of Public Works (or the Village Engineer).

N. **Street Maintenance and Damage to Public Property**. Following the Retail Commencement of Construction, the Developer shall maintain (and shall cause each Developer Party to maintain): (1) that portion of the Redevelopment Property within such Person's control; and (2) all streets, sidewalks and other public property in and adjacent to such portion of the Redevelopment Property within such Person's control in a good and clean condition at all times during the construction of the various components of the Redevelopment Project. Further, the Developer shall (and shall cause each Developer Party to): (3) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the portion of the Redevelopment Property within such Person's control arising from construction activities or to other day-to-day activities on the portion of the Redevelopment Property within such Person's control; and (4) repair any damage that are caused by the Developer's (or Developer Party's) construction activities. The Village shall have all rights and remedies to enforce the Developer's obligations in this **Section 3.N** in the event the Developer fails or refuses to, or does an inadequate job of, repairing such damage. Nothing in this **Section 3.N.** shall be construed to obligate the Developer to perform any cleaning, maintenance or repair activities on public rights of way or public property where the need for such activities is not directly attributable to construction activities or to other day-to-day activities on the Redevelopment Property. While the Developer is serving as the master developer of the Redevelopment Property, each owner of property within the Redevelopment Property is responsible for compliance with all Requirements of Law that may apply to the use, occupancy and development of such property and the Village shall enforce such Requirements of Law against such property owners and not solely the Developer. The Developer agrees that it will cooperate and coordinate with the Village to keep the Redevelopment Property and abutting public property in good condition and repair during and after the construction of the Redevelopment Project.

O. **Building Certification**. The Developer shall encourage: (1) tenants to seek Building Certification for new construction on the Phase I Retail Project or components of the Phase I Retail Project; (2) encourage the Residential Developer to seek Building Certification for the Phase I Residential Project; and (3) encourage each Developer Party to seek Building Certification for that portion of the Phase II Project that such Developer Party undertakes.

P. **Marketing**. The Developer shall use commercially reasonable efforts to market: (1) the Redevelopment Project and its individual components for redevelopment; and (2) the new and renovated retail space within the Phase I Retail Project.

Q. **Impact Fees**. The Developer shall pay, as and when required, all impact fees, and make all in lieu contributions, due in accordance with Requirements of Law in connection with the Phase I Retail Project. The Developer shall provide notice to each Developer Party that undertakes a component of the Redevelopment Project that: (1) such Developer Party may be required to pay impact fees and other make in lieu contributions for its development and (2) the Village shall not be obligated to issue building permits for any other component of the Redevelopment Project until the impact fees and/or in lieu contribution due in accordance with Requirements of Law for such component have been paid or made as and when required by the applicable Developer Party, provided, however, that a Developer Party's failure to pay impact fees or other amounts due shall not be a basis to withhold any Village approvals or permits for the Phase I Project.

Section 4. DEVELOPMENT OF THE PHASE I PROJECT.

A. The Master Developer of the Redevelopment Project.

1. Role as Master Developer. The Developer will act as the master developer of the Redevelopment Property and Redevelopment Project. As master developer, the Developer will diligently undertake the Phase I Retail Project provided that market conditions, in the Developer's sole discretion, support the Retail Commencement of Construction and execution of the Phase I Retail Project. The Developer also will identify and contract with the Residential Developer to develop the Phase I Residential Project and, provided it proceeds with the Phase I Retail Project, shall cause the Residential Developer to complete the Phase I Residential Project in accordance with this Agreement. As part of the transaction with the Residential Developer, the Developer will convey a portion of the Phase I Parcels to the Residential Developer. Such conveyance is subject to at least a sixty (60) calendar day prior written notice to the Village and such notice shall contain written proof that the selected Residential Developer meets the applicable qualifying criteria under this Agreement. Unless expressly agreed to by the Developer pursuant to a fully executed conveyance agreement / assignment / assumption agreement: (a) the Residential Developer shall have no rights or obligations under this Agreement, except that the Developer shall require in its conveyance / assignment / assumption agreement with the Residential Developer that the Residential Developer is obligated to construct the Phase I Residential Project, as defined in this Agreement, and (b) no Developer Party undertaking any portion of the Phase II Project shall have any rights or obligations under this Agreement; provided, however, that the absence of assigned obligations under this Agreement shall not relieve the Developer, the Residential Developer or any Developer Party from compliance with the Declaration.

2. Limits on Developer Actions. The Village wishes to ensure that the Developer maintains an adequate financial position necessary, as reasonably determined by the Village, to complete the Phase I Retail Project and to arrange for the undertaking of the Phase II Project by other Developer Parties. In furtherance of the Village's interests, the Developer may not, without the Village's consent, which shall not be unreasonably be withheld, delayed or conditioned, take any of the following actions following commencement of the Phase I Project that would have a material, adverse effect on the completion of the Phase I Project: (a) merge, liquidate or consolidate; (b) sell, lease or transfer any of the Phase I Parcels outside the ordinary course of business; provided that sale or ground leasing of out lots on the Phase I Parcels shall be recognized as a transaction in ordinary course; (c) enter into any transaction outside the ordinary course of business; (d) assume or guarantee the obligations of any other person or entity; I(e) enter into a transaction that would cause a material and detrimental change to the Developer's financial condition. The Village acknowledges the Developer's need for flexibility to raise capital, secure debt, assign and/or pledge the Agreement (or assign limited and specific rights and obligations under the Agreement), enter into joint ventures and/or development agreements, convey out lots for development and/or capital raises for the Phase I Parcels development, convey Development Pads for development and/or capital raises for the Phase II Parcels development as part of the redevelopment of the Redevelopment Property. The Village shall consent to such actions so long as there is no material impairment of the Developer's financial condition that would result in it not

completing the Phase I Retail Project or being able to arrange for the undertaking of the Phase II Project by other Developer Parties.

3. Phase II Developer Parties. The Developer may from time to time: (a) convey one or more Development Pads to one or more Developer Parties to construct buildings on the Development Pads; and (b) convey some or all of the Phase II Parcels to one or more Developer Parties to undertake such development. So long as such transferee meets the definition of a "Developer Party," such conveyance shall be subject to Village verification that such party meets the definition of a "Developer Party," but not subject to Village written approval. Each such conveyance is subject to at least a sixty (60) calendar day prior written notice to the Village and such notice shall contain written proof that the Developer Party meets the applicable qualifying criteria under this Agreement. If a transferee does not meet the definition of a "Developer Party," such conveyance shall be subject to Village written approval, which may be withheld for purposes of ensuring that the transferee has adequate development experience, financial resources and personnel to complete the development of the Development Pad in substantial conformance with the provisions of this Agreement. The Developer shall submit such evidence no later than sixty (60) days prior to the anticipated closing date with such party, and the Village shall process such approval request within thirty (30) days of receipt thereof. The Developer shall not convey any portion of the Phase II Parcels to a Developer Party that: (yy) does not commit to and (zz) possess the development experience, adequate equipment and personnel and adequate financial resources to commence project construction within one hundred eighty (180) days of the conveyance (such 180-day commencement shall be subject to the receipt of the necessary building permits and government approvals) and to complete the project construction in accordance with the Anticipated Project Schedule.

4. Commitment to Fair Employment Practices and Affirmative Action. The Village and the Developer shall comply with the requirements pertaining to fair employment practices and affirmative action described in **Section VIII.B** of the Redevelopment Plan. The Developer shall obligate the Residential Developer and any Developer Party which undertakes a component of the Phase II Project to comply with the requirements of **Section VIII.B** of the Redevelopment Plan.

B. Redevelopment Complexity. The Village acknowledges that the Redevelopment Project is a complex and long-term undertaking that requires flexibility and ability to respond to changing and evolving market conditions. The Developer has identified phases of development but market conditions, as determined by the Developer and/or one or more Developer Parties, may demand alterations in the phasing, location, timing, type and extent of development as to the development that is being undertaken. The Parties shall cooperate and coordinate to realize the completion of the full Redevelopment Project.

C. The Phase I Project.

1. Phase I Project Schedule. The Developer will use commercially reasonable efforts to adhere to the Anticipated Project Schedule in its undertaking of the Phase I Retail Project and will obligate the Residential Developer to use commercially reasonable efforts to adhere to the Anticipated Project Schedule in connection with the Phase I Residential Project. **Section 3.A** sets forth the rights and obligations of the Developer regarding Commence of Construction of the Phase I Project. Once the Developer has initiated the Retail Commencement of Construction of the Phase I Project, the Developer shall

diligently pursue completion of such construction and shall request a Certificate of Completion for the Phase I Retail Project and a Certificate of Completion for the Infrastructure and Site Preparation Improvements no later than thirty-six (36) months following such Retail Commencement of Construction. Recognizing the importance of the Water Feature Area and Events Plaza to the Village, the Developer shall actively pursue and use commercially reasonable efforts to complete of the Water Feature Area and Events Plaza as soon as is practicable following the Retail Commencement of Construction. The Developer shall also obligate the Residential Developer to actively pursue and use commercially reasonable efforts to complete the Phase I Residential Project once the Residential Developer has initiated Phase I Residential Commencement of Construction of the Phase I Residential Project and shall require in its contract with the Residential Developer that the Residential Developer is obligated to complete the Phase I Residential Project within thirty-six (36) months after the Phase I Residential Commencement of Construction on the Phase I Residential Project, subject to Uncontrollable Circumstances. The Developer shall request, or cause the Residential Developer to request, a Phase I Residential Project Certificate of Completion within thirty-six (36) months after the Phase I Residential Commencement of Construction on the Phase I Residential Project. Even if the costs to complete the Phase I Retail Project exceed the Phase I Project Budget, the Developer acknowledges and agrees that the issuance by the Village of the first tranche of the TIF Bonds is conditioned, in part, on the Developer's receipt of a Certificate of Completion for the Phase I Retail Project and a Certificate of Completion for the Infrastructure and Site Preparation Improvements.

2. Phase I Project Budget. The budget for the Phase I Retail Project, which is estimated at Two Hundred Four Million Eleven Thousand One Hundred Fifty-Four Dollars and No Cents ($204,011,154.00), is detailed as set forth in **Exhibit D-2**. Provided the Developer commences the Phase I Retail Project, the Developer shall be responsible for taking commercially reasonable actions to secure debt and equity necessary or desirable to complete the Phase I Retail Project. The budget for the Phase I Residential Project will be established and provided by the Residential Developer to the Village within thirty (30) days of a conveyance / assignment / assumption agreement being executed by the Developer with the Residential Developer to develop the Phase I Residential Project.

D. Construction of Infrastructure and Site Preparation Improvements.

1. Infrastructure and Site Preparation. The Developer, at its cost, shall construct and install, or cause the construction and installation of all Infrastructure and Site Preparation Improvements necessary or desirable for the Phase I Project and the Phase II Project as provided in **Section 3.G.5** of this Agreement.

2. General Standards. All Infrastructure and Site Preparation Improvements shall be constructed pursuant to, and in accordance with, all Village-approved plans and approval ordinances for the Phase I Project and shall be subject to inspection and approval by the Village Public Works Director, the Village Economic Development Director or any other designee of the Village Manager, in accordance with applicable provisions of the Village Code. All work performed on the Infrastructure and Site Preparation Improvements shall be conducted in a good and workmanlike manner, with appropriate diligence, and within any deadlines provided in this Agreement or in the permits issued by the Village for the construction of such improvements.

3. Contract Terms; Prosecution of the Work. The Developer shall, for every contract it enters into after the Effective Date in furtherance of the construction of the Infrastructure and Site Preparation Improvements, include terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement and the Requirements of Law until the work is properly completed, and providing that the Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

4. Construction Management. The Developer shall, upon application for each building permit, provide, and update as necessary, the Village with the name of the construction project manager and a cellular telephone number or numbers and email addresses at which the construction project manager can be reached at all times.

5. Other Approvals. Where the construction and installation of any Infrastructure and Site Preparation improvement require the consent, permission, or approval of any public agency with regulatory oversight jurisdiction or private party, the Developer shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain such consent, permission, or approval.

6. Completion of Infrastructure Improvements. The Village may, in its reasonable discretion, withhold issuance of a final certificate of occupancy for any building constructed as part of the Phase I Project until the Infrastructure and Site Preparation Improvements necessary to serve such building are completed and approved by the Village. The foregoing shall not preclude the Village from issuing, but the Village shall not be required to issue, conditional certificates of occupancy for such building pursuant to applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all said Private Infrastructure Improvements by the Developer, and the approval of said Infrastructure and Site Preparation Improvements by the Village, will not confer on said parties any right or entitlement to any other building permit or certificate of occupancy. Upon completion of the Infrastructure and Site Preparation Improvements, the Village shall issue to the Developer a "Certificate of Completion for the Infrastructure and Site Preparation Improvements" as set forth in **Section 4.F.**

E. Inspection, Approval and Maintenance of Infrastructure and Site Preparation Improvements.

1. Inspection and Approval. The Developer shall notify in writing the Village when it believes that any or all the Infrastructure and Site Preparation Improvements as described in **Exhibit B**, have been fully and properly completed and shall request final inspection and approval of such improvements by the Village Public Works Director. The notice and request shall be given far enough in advance to allow the Village Public Works Director time to inspect the improvements and to prepare a punch list of items requiring repair or correction and to allow the requesting party time to make all required repairs and corrections as may be established in the permits issued by the Village for completion of such improvements. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list and the Village shall re-inspect the corrective work and may issue an updated punch list that the Developer shall promptly make all necessary repairs and corrections. The Parties acknowledge that the Infrastructure and Site Preparation Improvements may be completed over time and that in order to ensure

efficient and timely inspections, the Developer may request inspection and approval of certain improvements from time to time.

2. Private Ownership and Maintenance of Private Infrastructure Improvements.

a. The Parties acknowledge and agree that none of the Phase I Project Private Infrastructure Improvements will be conveyed to the Village as a "public improvement."

b. All Private Infrastructure Improvements constructed on the Redevelopment Property shall be and remain the property and responsibility of the Developer; provided, however, that as and when the Developer conveys portions of the Redevelopment Property, the transferee shall be and become responsible for the Private Infrastructure Improvements located on the parcel so conveyed as set forth in the Declaration.

3. Dedication of Public Infrastructure Improvements. The Developer may, from time to time, dedicate the Public Infrastructure Improvements to the Village. Upon inspection and approval of those improvements that are proposed to be dedicated, the Village shall promptly take all actions to evidence acceptance of the dedication. Following acceptance of such dedicated Public Infrastructure Improvements, the Village shall be solely responsible for the maintenance, repair and replacement of such improvements.

4. Village Water Pumping and Treatment Building. The Parties acknowledge that the Village requires the design and construction of a new water pumping and treatment building ("**Village Pump Station**") to resolve long standing low water pressure and low chlorine residuals the Redevelopment Property and generally within the northern end of the Village's water system. The Village estimates that the Village Pump Station may require up to approximately 14,500 square feet of land within the Redevelopment Property, and the Village desires to locate the Village Pump Station on the north side of Church Street between Greenwood Street and Milwaukee Avenue at or near the existing Developer-owned Maintenance Building. Subject to reasonable terms and conditions of the development and construction of the Village Pump Station, as agreed to by the Parties based on design engineering and construction plans prepared by the Village, at its cost, the Developer, at no charge or cost to the Village, agrees to grant such property rights on the Redevelopment Property to the Village (i.e., conveyance of marketable, fee simple title to the land, grant of a permanent use and access easement or irrevocable license agreement that is free and clear of any Village payment obligations that could be imposed on the Village or foreclosure rights of third parties (e.g., existing mortgages, financing agreements or liens) or encumbrances that interfere with the Village access to and use of such property for its intended purpose as the Village Pump Station as are reasonably required to develop the Village Pump Station. The Developer will not be obligated to grant such property rights any earlier than the date of the Retail Commencement of Construction. The Village shall be responsible for ,the cost of the design, construction, maintenance and operation of the Village Pump Station. The Developer agrees and understands that it is responsible for petitioning for any tax benefit and for paying all related costs of such petition, including any property appraisal for use by the Developer in preparing IRS Form 8283 (Non-Cash Charitable Contributions) or any other tax forms required to obtain a tax benefit, as a result of its donation and conveyance of property rights for the Village Pump Station. Upon prior written notice, the Village, at no cost to

itself, shall cooperate in executing those documents, including an acknowledgment of a donation of the property rights for the Village Pump Station, IRS Form 8283 or any other tax forms that are reasonably required for the Developer to petition for any available tax benefits, if any, for making the donation. The Developer acknowledges that it has consulted its own legal counsel for purposes of determining whether or not any tax benefit to this transaction may be available to the Developer, and the Developer assumes the full risk of petitioning for such tax benefits. The Village Pump Station shall be deemed a Required Village Infrastructure Improvement; provided, however, that notwithstanding anything herein to the contrary, the Developer shall not be obligated to share in the cost of such project. The Developer's sole obligation shall be the contribution of property rights for the approximately 14,500 square feet needed for the Village Pump Station.

F. Certificate of Completion.

1. Phase I Retail Project Certificate of Completion. Upon the Developer's written request and achievement of Phase I Retail Project Substantial Completion, the Village shall issue a certificate of completion ("**Retail Certificate of Completion**") for the Phase I Retail Project. The Developer's request for a Retail Certificate of Completion shall include an architect's certificate and/or engineer's certificate certifying as to the completion of the improvements in accordance with the applicable permits and approvals. Within sixty (60) days of the Village's receipt of the Developer's request for a Retail Certificate of Completion, the Village shall review the request and either deliver to the Developer a Retail Certificate of Completion which confirms satisfaction of all construction terms, covenants and conditions contained in this Agreement for the Phase I Retail Project, or, if the Phase I Retail Project is not complete, a detailed, written statement as to what deficiencies exist. In considering whether to grant a Retail Certificate of Completion, the Village shall determine whether: (a) the Developer has substantially completed the core(s) and shell(s) of the building(s)(whether new construction, renovated space or existing space), along with required parking and detention to service the building(s) and (b) the improvements have been constructed in compliance with all applicable permits and approvals. The Developer's failure to complete weather-sensitive development items such as, but not limited to, landscaping or final asphalt surfacing shall not be a basis for withholding a Retail Certificate of Completion; provided, however, that Developer will be obligated to complete such weather-sensitive items within one hundred eighty (180) days of issuance of the Retail Certificate of Completion. The issuance of the Retail Certificate of Completion is a requirement for the issuance of the initial tranche of TIF Bonds under this Agreement.

2. Phase I Residential Project Certificate of Completion. Upon the Developer's written request and the Residential Developer's achievement of Phase I Residential Project Substantial Completion, the Village shall issue a certificate of completion ("**Residential Certificate of Completion**") for the Phase I Residential Project. The Developer's request for a Residential Certificate of Completion shall include an architect's certificate and/or engineer's certificate certifying as to the completion of the improvements in accordance with the applicable permits and approvals. Within sixty (60) days of the Village's receipt of the Developer's request for a Residential Certificate of Completion, the Village shall review the request and either deliver to the Developer a Residential Certificate of Completion which confirms satisfaction of all construction terms, covenants and conditions contained in this Agreement for the Phase I Residential Development, or, if the is not complete, a detailed, written statement as to what deficiencies exist. In considering whether to grant a Residential Certificate of Completion,

the Village shall determine whether: (a) the Residential Developer has achieved Phase I Residential Substantial Completion, along with required parking, utilities and detention to service the building; and (b) the improvements have been constructed in compliance with all applicable permits and approvals. The Residential Developer's failure to complete weather-sensitive development items such as, but not limited to, landscaping or final asphalt surfacing shall not be a basis for withholding a Residential Certificate of Completion; provided, however, that Developer will be obligated to cause the Residential Developer to complete such weather-sensitive items within one hundred eighty (180) days of issuance of the Residential Certificate of Completion. The issuance of Phase I Residential Project Certificate of Completion is a requirement for the issuance of the second tranche of TIF Bonds under this Agreement.

3. Infrastructure and Site Preparation Improvements Certificate of Completion. Upon the Developer's written request and the achievement of Infrastructure and Site Preparation Improvements substantial completion, the Village shall issue the Infrastructure and Site Preparation Improvements Certificate of Completion for the Redevelopment Project. The Developer's request for a Certificate of Completion for the Infrastructure and Site Preparation Improvements shall include an architect's certificate and/or engineer's certificate certifying as to the completion of the improvements in accordance with the applicable permits and approvals. Within sixty (60) days of the Village's receipt of the Developer's request for such a Certificate of Completion, the Village shall review the request and either deliver to the Developer said Certificate of Completion which confirms satisfaction of all construction terms, covenants and conditions contained in this Agreement for the Infrastructure and Site Preparation Improvements, or, if the is not complete, a detailed, written statement as to what deficiencies exist. In considering whether to grant such a Certificate of Completion, the Village shall determine whether: (a) the Developer has achieved Infrastructure and Site Preparation Improvements substantial completion; and (b) the improvements have been constructed in compliance with all applicable permits and approvals. The Developer's failure to complete weather-sensitive development items such as, but not limited to, landscaping or final asphalt surfacing shall not be a basis for withholding the Certificate of Completion; provided, however, that Developer will be obligated to complete such weather-sensitive items within one hundred eighty (180) days of issuance of the Certificate of Completion. The issuance of Infrastructure and Site Preparation Improvements Certificate of Completion is a requirement for the issuance of the initial tranche of TIF Bonds under this Agreement.

G. Employment Matters. The Developer will comply with all applicable laws and regulations, including, but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/) (the "**IPWA**") and any amendments or modifications to such laws and regulations as implemented by legislative action, final non-appealable court decision or Illinois regulatory agency directive, to the extent that such laws and regulations apply, in its performance of its obligations under the Agreement. The Developer shall also comply with the Agreement and TIF District requirements pertaining to fair employment practices and affirmative action. The Developer agrees to indemnify and hold harmless the Village for any claims, damages, liability, or fines or penalties imposed on the Village by any governmental entity for failure to pay prevailing wages for all or portions of the Phase I Project work and Phase II Project work or other non-compliance with the IPWA by the Developer and its agents, contractors, subcontractors, employees, transferees, successors and assigns. The Developer agrees to include in each purchase contract a provision that requires the transferee or Developer Party and its agents, contractors, subcontractors, employees, transferees, successors and assigns to comply with the IPWA to the extent it is applicable**.**

Section 5. DEVELOPMENT OF THE PHASE II PROJECT.

A. The Phase II Project. The Developer will use good faith efforts to identify Developer Parties that can adhere to the Anticipated Project Schedule in the undertaking of the different components of the Phase II Project and will obligate each such Developer Party to use good faith efforts to adhere to the Anticipated Project Schedule. Notwithstanding, the Parties agree that the Anticipated Project Schedule is aspirational and not binding on the Village, the Developer or any Developer Party. Nothing in this Agreement will be deemed or construed to obligate a Developer Party to proceed with the construction of any component of the Phase II Project nor shall Developer have any liability for the failure of a Developer Party to commence construction.

B. Phase II Project Budget. The Phase II Project Budget, which is estimated at approximately Two Hundred Thirty-Eight Million Seven Hundred Eighty-Eight Thousand Dollars and No Cents ($238,788,000.00), is detailed as set forth in **Exhibit D-2**. The Phase II Development Budget is based on projections of a possible development program for the various Development Pads in the Phase II Project and is subject to material changes based on actual development and market conditions. The Developer acknowledges and agrees that: (1) the issuance by the Village of one or more tranches of TIF Bonds supported by one or more components of the Phase II Project is conditioned, in part, on the completion of such components of the Phase II Project and (2) the Developer shall not be eligible for reimbursement of Eligible Costs relative to any component of the Phase II Project if the component of the Phase II Project is not completed.

Section 6. VILLAGE TAX INCREMENT FINANCING ASSISTANCE.

A. General Structure of Assistance.

1. Maximum Reimbursement Amount. In consideration of the Developer's undertaking of the Redevelopment Project and in order to induce them to expend funds in furtherance of this Agreement, the Village shall issue the TIF Bonds from time to time to reimburse the Developer for certain Eligible Costs which have been verified by one or more Certificates of Expenditure issued by the Village, from the Available Incremental Property Taxes and Excess Incremental Taxes. In addition, the Village may from time to time pay Collected Incremental Taxes to the Developer to reimburse it for certain Eligible Costs pursuant to **Section 6.A.3.** below . The sole sources for repayment of the TIF Bonds shall be Available Incremental Property Taxes and Excess Incremental Taxes. The maximum reimbursement that the Developer shall be entitled to receive pursuant to this Agreement is Ninety-Six Million Dollars and No Cents ($96,000,000.00) in Net Proceeds of the TIF Bonds and payments of Collected Incremental Taxes received by the Developer (the "**Maximum Reimbursement Amount**") subject to reduction as set forth in **Section 6.A.2**. The Developer acknowledges that, except as provided in **Section 6.A.4** below, the Village will not reimburse the Developer for any Eligible Costs as of the Effective Date and that the first reimbursement shall only occur upon satisfaction of the conditions set forth in **Section 6.C**. below. The Village acknowledges that the Developer has expended resources on the Redevelopment Project in reliance on the Village's commitment to reimburse the Developer for Eligible Costs. Accordingly, the Village will actively pursue and use good faith efforts to issue the TIF Bonds as and when requested by the Developer, subject to the terms of this Agreement. The Village agrees to use its best efforts to issue the TIF Bonds as Tax-Exempt Bonds, subject to the final review and approval from the Village's Bond Counsel and so long as the requirements of the Internal Revenue Code

and regulations thereunder are met in order for the interest on the TIF Bonds to be excludable from the income of the holders thereof for federal income tax purposes. In the event that any Requirements of Law preclude Village from issuing the TIF Bonds as Tax-Exempt Bonds, then the Parties agree to cooperate and take such reasonable actions as may be necessary to cure such conditions which prevent their issuance as Tax-Exempt Bonds and/or to take such actions to issue the TIF Bonds as Taxable Bonds so that the Developer may receive the Maximum Reimbursement Amount, subject to the terms of this Agreement. The Parties acknowledge that a change in law or facts may preclude the issuance of some or all of the TIF Bonds as Tax-Exempt Bonds. The Parties will work in good faith to provide any executed representations, certifications and information requested by Bond Counsel. The parties acknowledge that to the extent that the TIF Bonds are to be issued as Tax-Exempt Bonds, the proceeds must be used for Tax-Exempt Costs. For these purposes, the parties acknowledge that a payment of proceeds from the Developer or a Current Owner to a related person as defined in Section 144(a) of the Internal Revenue Code for land acquisition or land write-down costs or other costs is not a Tax-Exempt Cost. In connection with any land transfers and the requests for reimbursement for Eligible Costs, the Current Owners and Developers will provide information regarding the ownership chain for review by the Village attorney as well certifications to assure that the Eligible Costs for which the Developer or Current Owners are being reimbursed are Tax-Exempt Costs that do not represent a transfer of Bond proceeds between related persons as defined in Section 144(a) of the Internal Revenue Code. The parties acknowledge that that for purposes of Section 144(a) of the Code, a person is a related person to another person if: (a) the relationship between such persons would result in a disallowance of losses under section 267 or 707(b) of the Internal Revenue Code or (b) such persons are members of the same controlled group of corporations (as defined in section 1563(a), except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

2. Reduction in Maximum Reimbursement Amount. The Phase I Project Budget is subject to review by the Village and its consultants following issuance of the Retail Certificate of Completion to confirm the Developer's actual, incurred total direct expenditures for the Phase I Retail Project. To the extent the Developer's total actual, incurred direct development cost expenditures (and indirect incurred expenditures such as tenant improvement allowances) related to the Phase I Project (excluding the costs related to Property Acquisition), are less than the estimated total development costs set forth in the Phase I Development Budget (excluding the costs related to the Redevelopment Property Acquisition), the Village shall have the right to reduce the Maximum Reimbursement Amount, dollar for dollar, in the amount by which the actual Phase I Project development costs are less than the Phase I Development Budget (excluding Redevelopment Property Acquisition costs). To the extent the cost of the Redevelopment Property Acquisition is less than the estimated cost of the Redevelopment Property Acquisition in the Phase I Project Budget, the Village shall have the right to reduce the Maximum Reimbursement Amount by the dollar amount equal to the difference between the actual cost of the Redevelopment Property Acquisition and the amount of the cost of the Redevelopment Property Acquisition in the Phase I Project Budget; provided however that any actual Phase I development direct and indirect cost expenditures which exceed the Phase I Project Budget (excluding costs related to Property Acquisition) shall be credited against the difference between actual Redevelopment Property Acquisition costs and estimated Redevelopment Property Acquisition costs. If there is a net savings by the Developer, then the Maximum Reimbursement Amount may be reduced by such savings amount. If the Village elects to reduce the Maximum Reimbursement Amount,

such reduction shall be reflected in the first TIF Bond issuance to occur after the Developer has received at least Seventy-Five Million Dollars and No Cents ($75,000,000.00) in Net Proceeds. The Village shall have one hundred eighty (180) days from the date of the issuance of the Retail Certificate of Completion to review books and records relating to the Developer's expenditures for the Phase I Project and to notify the Developer if the Village will elect to reduce the Maximum Reimbursement Amount (the "**Reduction Notice**"). Any such Reduction Notice shall include reasonable detail to support the reduction in the Maximum Reimbursement Amount. If the Village does not deliver Reduction Notice within such 180-day period, then the Maximum Reimbursement Amount shall not be subject to future reduction. If the Village does deliver a Reduction Notice, the Developer will have sixty (60) days to dispute the reduction and to provide supplemental documentation to support its dispute of the reduction amount. Village staff and its consultants shall have sixty (60) days from the date of receipt of the supplemental information to provide written notice of the decision to either affirm the reduction amount or to reduce it based on the supplemental documentation provided by the Developer. The Developer shall have the right to appeal any staff decision to the Corporate Authorities provided that the Developer provides notice of such appeal within sixty (60) days of receipt of Village's staff's decision, and the Corporate Authorities shall consider such appeal at a public meeting held within sixty (60) days of the Reduction Notice.

3. Terms Applicable to all Issuances of TIF Bonds. The TIF Bonds may be issued in multiple tranches as described in this **Section 6**, and the proceeds of such issuances may only be used to pay for Tax-Exempt Costs. If determined by the Village to be advantageous, the Village may disburse the proceeds of such issuances pursuant to an escrow account. Each issuance of TIF Bonds shall be payable from all or a portion of the Available Incremental Property Taxes and Excess Incremental Taxes. The Available Incremental Property Taxes and Excess Incremental Taxes derived from each tax parcel may be pledged separately, in whole or in part, to a tranche of TIF Bonds. Furthermore, the Bond Ordinance may provide that the Available Incremental Property Taxes and the Excess Incremental Taxes from additional tax parcels may be pledged as security for a tranche of the TIF Bonds after the time such tranche of TIF Bonds is issued, provided, however, that: (a) the Available Incremental Property Taxes and Excess Incremental Taxes from a tax parcel must be pledged together to the payment of any tranche of TIF Bonds under a single Trust Indenture; (b) once pledged to the payment of a tranche of TIF Bonds, no tax parcel may be removed from the pledge of the Available Incremental Property Taxes and Excess Incremental Taxes to such tranche of TIF Bonds; (c) the Available Incremental Property Taxes and Excess Incremental Taxes pledged to the repayment of TIF Bonds under any Trust Indenture may not be pledged to the repayment of TIF Bonds under any other Trust Indenture; (d) additional tranches of TIF Bonds may be issued pursuant to each Trust Indenture, such additional TIF Bonds to be payable from the same portion of Available Incremental Property Taxes and Excess Incremental Taxes as all other TIF Bonds issued pursuant to such Trust Indenture, provided that such additional tranches of TIF Bonds under any Trust Indenture may be issued on a parity with, or subordinate to, such existing TIF Bonds with respect to the Available Incremental Property Taxes and Excess Incremental Taxes pledged thereunder; and (e) Available Incremental Property Taxes and Excess Incremental Taxes derived from tax parcels which are pledged together to the payment of a tranche of TIF Bonds may only be pledged together with the revenues from such tax parcels to any future tranches of TIF Bonds. At the time of issuance of a tranche of TIF Bonds, to the extent Available Incremental Taxes and/or Excess Incremental Taxes derived from one or more tax parcels have been received, have not been pledged to another TIF Bond issuance, and are on hand in the

Special Tax Allocation Fund (the "**Collected Incremental Taxes**"), the Village shall pay the Collected Incremental Taxes to the Developer as partial reimbursement for Eligible Costs on the TIF Bond tranche issuance date. Each such payment of Collected Incremental Taxes to the Developer shall constitute a partial payment of and reduction in the Maximum Reimbursement Amount that the Developer is entitled to receive under this Agreement. The Village may not be required to issue any series of TIF Bonds in October, November or December of any calendar year if the Village intends to issue bank qualified bonds in any of those months. If the Developer has requested a TIF Bond issuance which may occur in October, November or December and the Village cannot or will not proceed with such issuance due to the issuance of bank qualified bonds, then the Village shall issue the TIF Bonds so requested by the Developer as soon as possible after the start of the next calendar year, provided the Request otherwise satisfies the conditions for issuance under this Agreement.

4. Reimbursement of Prior Expenditures. On or within one hundred eighty (180) days of the Effective Date, the Developer may submit a request for Village reimbursement of up to One Hundred Thousand Dollars and No Cents ($100,000.00) in Eligible Costs which are Prior Expenditures and which were incurred by the Developer between the date of the Inducement Resolution and the Effective Date. Such request for reimbursement shall include reasonable details invoices and evidence of payment of such Prior Expenditures. The Village shall reimburse the Developer such amount, as determined by the submittal of invoices and satisfactory evidence of payment of Eligible Costs, consistent with the payment terms of the Inducement Resolution.

B. Verification of Eligible Costs.

1. Eligible Costs. The Parties anticipate that the Developer will incur Eligible Costs for, among other things, costs of Redevelopment Property Acquisition, site preparation, demolition of certain existing improvements, renovation of certain existing improvements, construction of Public Infrastructure Improvements and Private Infrastructure Improvements, interest expense, soft development costs. Such Eligible Costs are set forth in **Exhibit D-1**. The Parties acknowledge that the individual line items and cost ranges of Eligible Costs listed on **Exhibit D-1** are estimates only, and that: (a) the final Eligible Costs, and amount thereof, to be reimbursed shall be established by, and shall only be reimbursable subject to, the Developer's submission of one or more Certification Requests, as defined below, to the Village, and the Village's issuance of one or more Certificates of Expenditure; and (b) the amount of Eligible Costs that are reimbursed for any particular category of Eligible Cost listed on **Exhibit D-1** may be equal to, more, or less than the cost range identified on **Exhibit D-1** so long as the total amount reimbursed does not exceed the Maximum Reimbursement Amount.

2. Submission of Certification Requests. To establish that costs incurred are Eligible Costs for reimbursement, the Developer shall from time to time during the construction of the Phase I Project submit to the Village Manager (or his/her designee) written requests for reimbursement. The Developer shall also be permitted to submit a request for reimbursement for Prior Expenditures, as set forth in **Section 6.A.4**, and the Village shall process such request in the same manner and to the same standards as if received from the Developer. The form of a request for reimbursement is set forth in **Exhibit G** (each, a "**Certification Request**"); provided, however, that the Developer may not submit more than one (1) Certification Request to the Village Manager per calendar quarter. Each Certification Request shall be accompanied by evidence that the Developer

has actually incurred and paid the Eligible Costs for which it seeks reimbursement. Such evidence may include construction escrow or lender financing draw statements, paid invoices executed lien waivers, cancelled checks, certified contractor's sworn statements that are filed by the Developer with the Developer's title company or lender or such other documentation that is reasonably acceptable to the Village.

3. Review of Certification Requests. The Village Manager (or his/her designee) will, in his/her reasonable discretion, approve or disapprove each Certification Request. If the Village Manager finds an error or deficiency in the Certification Request, the Village Manager will give written notice to the Developer, identifying such error or deficiency, in reasonable detail, within thirty (30) days after the date that the Village receives the Certification Request. The process of submission, identification of errors or deficiencies, and resubmission shall continue in good faith until the Village and the Developer agree on the content and compliance of the Certification Request. If the Village Manager does not approve, disapprove, or give written notice as provided above within the 30-day period identified above, the Village Manager will be deemed to have disapproved the Certification Request. The Village Manager shall not be unreasonable in its disapproval of a Certification Request and shall always act in good faith during the review process.

4. Issuance of Certificates of Expenditure. Upon approval of a Certification Request, the Village Manager shall issue a certificate of expenditure ("***Certificate of Expenditure***") to the Village's Director of Finance in an amount corresponding to the approved Certification Request authorizing the approved Eligible Costs to be reimbursed to the Developer through the Net Proceeds of the sale of the TIF Bonds and the payment of Collected Incremental Taxes, as provided for in **Section 6.A.3**, or, in the case of the Developer's Prior Expenditures, authorizing reimbursement to the Developer as part of the Inducement Resolution. The Developer shall provide the Village with written notice when it has submitted its final Certification Request to the Village.

C. TIF Bond Issuance Upon Completion of the Phase I Retail Project.

1. TIF Bond Terms. Upon submittal of a request for the Phase I Retail Project Certificate of Completion, the Developer may also request that the Village issue the first tranche of TIF Bonds in an amount requested by the Developer, based on one or more unpaid, Village-approved Certificates of Expenditure, and supported by projected Available Incremental Property Taxes and Excess Incremental Taxes. Upon receipt of such request, the Village shall engage finance professionals such as an independent third party financial professional, TIF Bond underwriter, municipal advisor and Bond Counsel as soon as practicable in order to implement the Developer's request; provided, however, that the amount of the issuance and the projected Available Incremental Property Taxes and Excess Incremental Taxes shall be subject to verification by a TIF Bond Feasibility Report (as defined below) prepared by an independent third party financial professional selected by the Village, as well as input from the TIF Bond underwriter and the Village's other finance professionals in their respective reasonable judgement. The Village shall use good faith efforts to issue the first tranche of TIF Bonds within one hundred twenty (120) days of issuance of the Phase I Retail Project Certificate of Completion. The first TIF Bond tranche shall be based on market conditions and may be issued in one or more series with: (a) interest rates being determined by the TIF Bond underwriter and municipal advisor selected by the Village; (b) a debt service coverage ratio not less than 1.25x or such other debt service coverage ratio being determined by the TIF Bond underwriter and

municipal advisor selected by the Village; and (c) a maturity date as determined by the TIF Bond underwriter with input from the Village's finance professionals, such maturity date to be not later than the Maximum TIF Bond Maturity Date. The Available Incremental Property Taxes and the Excess Incremental Taxes, as identified by this **Section 6.C.1** and confirmed as provided in **Section 6.C.3**, shall be pledged to the first tranche of TIF Bonds.

2. Adoption of Authorizing Ordinance. Within ninety (90) days of the Developer's request for the Phase I Retail Project Certificate of Completion, the Village shall consider an ordinance, in a form acceptable to Bond Counsel and the Village, which authorizes the issuance of the first tranche of the TIF Bonds: (a) in an amount requested by the Developer and supported by projected Available Incremental Property Taxes and Excess Incremental Taxes, as determined by the Bond Feasibility Report (as defined below) with input from the TIF Bond underwriter and the other Village finance professionals and (b) a "not to exceed" interest rate, debt service coverage and final maturity date as determined by the Village's finance professionals, such maturity date to be not later than the Maximum TIF Bond Maturity Date. Passage of the ordinance does not obligate the Village to issue the first tranche of TIF Bonds but only authorizes their issuance on terms and conditions ultimately established by the Village and its finance professionals.

3. Conditions to Issuance. The issuance of the first TIF Bond tranche shall be conditioned on the following:

a. Issuance of the Phase I Retail Project Certificate of Completion and the Infrastructure and Site Preparation Improvements Certificate of Completion.

b. Receipt of an independent third party financial professional (as selected by the Village) report ("**TIF Bond Feasibility Report**") that affirms sufficient, projected Available Incremental Property Taxes and Excess Incremental Taxes to cover the issuance based on the interest rate, debt service coverage and term determined by the Village's TIF Bond underwriter and municipal advisor in their reasonable and good faith discretion pursuant to **Section 6.C.1**; provided, however, that if the TIF Bond Feasibility Report identifies a shortfall in Available Incremental Property Taxes and Excess Incremental Taxes for the issuance, the Village and the Developer shall cooperate to establish bond issuance terms based on the projected Available Incremental Property Taxes and Excess Incremental Taxes as identified in the TIF Bond Feasibility Report;

c. The payment of all reasonable fees related to the issuance of the first tranche of TIF Bonds, including Bond Counsel fees, feasibility consultant fees and Village Attorney fees provided that such costs may be paid from TIF Bond proceeds;

d. The issuance of an opinion of Bond Counsel or Village Counsel that such TIF Bonds are a valid and binding obligation of the Village subject to customary qualifications and exceptions;

e. The issuance of an opinion of Bond Counsel that the interest paid or received on such TIF Bonds is not includible in the gross income of the registered owners thereof under the Internal Revenue Code or federal income tax

purposes but such condition to TIF Bond issuance shall only apply where the TIF Bonds are issued as Tax-Exempt Bonds; and

f. The Developer is not delinquent in any required amounts due to the Village.

4. Treatment of TIF Bond Proceeds. On the issuance date of the first tranche of TIF Bonds, the Village shall, among other things, pursuant to the applicable Trust Indenture: (a) issue the TIF Bonds; (b) issue a payment schedule for the TIF Bonds issued; (c) deposit the proceeds from the sale of such TIF Bonds into the special fund, and accounts therein, created pursuant to the Trust Indenture and held by the Indenture Trustee for: (i) payment of costs of issuance; (ii) the funding of a debt service reserve; (iii) the provision of capitalized interest for not more than a three (3) year period; (iv) the reimbursement of Eligible Costs approved pursuant to a Certificate of Expenditure; provided, however, that such funds for reimbursement of Eligible Costs may instead be disbursed pursuant to a construction escrow account if determined by the Village to be advantageous; and (v) reimbursement for Prior Expenditures (unless already paid).

D. TIF Bond Issuance Upon Completion of the Phase I Residential Project.

1. TIF Bond Terms. Upon submittal of a request for the Phase I Residential Project Certificate of Completion, the Developer may also request that the Village issue the second tranche of TIF Bonds in an amount requested by the Developer, based on one or more unpaid, Village-approved Certificates of Expenditure, and supported by the Phase I Residential Project and any projected or existing Available Incremental Property Taxes and Excess Incremental Taxes that have not been pledged. Upon receipt of such request, the Village shall engage finance professionals such as an independent third party financial professional, TIF Bond underwriter, municipal advisor and Bond Counsel as soon as practicable in order to implement the Developer's request; provided, however, that the amount of the issuance and the projected Available Incremental Property Taxes and Excess Incremental Taxes shall be subject to verification by a TIF Bond Feasibility Report prepared by an independent third party financial professional selected by the Village as well as input from the TIF Bond underwriter and the Village's other finance professionals in their respective reasonable judgement. The Village shall issue the second tranche of TIF Bonds within one hundred twenty (120) days of issuance of the Residential Development Certificate of Completion. The second TIF Bond tranche shall be based on market conditions and may be issued in one or more series with: (a) interest rates being determined by the TIF Bond underwriter and municipal advisor selected by the Village; (b) a debt service coverage ratio not less than 1.25x or such other debt service coverage ratio being determined by the TIF Bond underwriter and municipal advisor selected by the Village; and (c) a maturity date as determined by the TIF Bond underwriter with input from the Village's finance professionals, such maturity date to be not later than the Maximum TIF Bond Maturity Date. The Available Incremental Property Taxes and Excess Incremental Taxes, as identified by this **Section 6.D.1** and confirmed as provided in **Section 6.D.3**, shall be pledged to the second tranche of TIF Bonds.

2. Adoption of Authorizing Ordinance. Within ninety (90) days of the Developer's request for the Residential Development Certificate of Completion, the Village shall consider an ordinance, in a form acceptable to Bond Counsel and the Village, which authorizes the issuance of the second tranche of the TIF Bonds: (a) in an amount supported by projected Available Incremental Property Taxes and Excess Incremental

Taxes, as determined by the Bond Feasibility Report with input from the TIF Bond underwriter and the other Village finance professionals and (b) a "not to exceed" interest rate, debt service coverage and term determined by the Village's finance professionals. Passage of the ordinance does not obligate the Village to issue the second tranche of TIF Bonds but only authorizes their issuance on terms and conditions ultimately established by the Village and its finance professionals.

3. Conditions to Issuance. The issuance of the second TIF Bond tranche shall be conditioned on the following:

a. Issuance of the Phase I Residential Project Certificate of Completion and the Infrastructure and Site Preparation Improvements Certificate of Completion.

b. Receipt of a TIF Bond Feasibility Report prepared by an independent third party financial professional (as selected by the Village) that affirms sufficient projected Available Incremental Property Taxes and Excess Incremental Taxes, which have not been pledged to the first tranche of TIF Bonds to cover the issuance based on the interest rate, debt service coverage and term determined by the Village's TIF Bond underwriter and municipal advisor in their reasonable and good faith discretion pursuant to **Section 6.D.1**; provided, however, that if the TIF Bond Feasibility Report identifies a shortfall in Available Incremental Property Taxes and Excess Incremental Taxes for the issuance, the Village and the Developer shall cooperate to establish bond issuance terms based on the projected Available Increment Property Taxes which have not been pledged and projected Excess Incremental Taxes which have not been pledged as identified in the TIF Bond Feasibility Report;

c. The payment of all reasonable fees related to the issuance of the first tranche of TIF Bonds, including Bond Counsel fees, feasibility consultant fees and Village Attorney fees provided that such costs may be paid from TIF Bond proceeds;

d. The issuance of an opinion of Bond Counsel or Village Counsel that such TIF Bonds are a valid and binding obligation of the Village subject to customary qualifications and exceptions;

e. The issuance of an opinion of Bond Counsel that the interest paid or received on such TIF Bonds is not includible in the gross income of the registered owners thereof under the Internal Revenue Code or federal income tax purposes but such condition to TIF Bond issuance shall only apply where the TIF Bonds are issued as Tax-Exempt Bonds; and

f. The Developer is not delinquent in any required amounts due to the Village.

4. Treatment of Net Proceeds. On the issuance date of the second tranche of TIF Bonds, the Village shall, among other things, pursuant to the Trust Indenture: (a) deliver the TIF Bonds for the second tranche to the Indenture Trustee; (b) issue a payment schedule for the TIF Bonds; (c) deposit the proceeds from the sale of such TIF Bonds into the special fund, and accounts therein, created pursuant to the Trust Indenture and held

by the Indenture Trustee for: (i) payment of costs of issuance; (ii) the funding of a debt service reserve; (iii) the provision of capitalized interest for not more than a three (3) year period; and (iv) the Developer reimbursement of Eligible Costs approved pursuant to a Certificate of Expenditure; provided, however, that such funds for reimbursement of Eligible Costs may instead be disbursed pursuant to a construction escrow account if determined by the Village to be advantageous.

E. Additional TIF Bond Issuances.

1. TIF Bond Terms. Upon the completion from time to time of one or more Phase II Project components, the completion of development of out lot parcels and/or other development projects on the Phase I Parcels, the Developer may request that the Village issue additional tranches of TIF Bonds in amounts requested by the Developer, based on one or more unpaid, Village-approved Certificates of Expenditure in accordance with the provisions of **Section 6.A.3** and as set forth in this **Section 6.E**. Upon receipt of such request, the Village shall engage finance professionals such as an independent third party financial professional, TIF Bond underwriter, municipal advisor and Bond Counsel as soon as practicable in order to implement the Developer's request; provided, however, that the amount of the issuance and the projected Available Incremental Property Taxes and Excess Incremental Taxes shall be subject to verification by a TIF Bond Feasibility Report prepared by an independent third party financial professional selected by the Village as well as input from the TIF Bond underwriter and the Village's other finance professionals in their respective reasonable judgement. The Village shall use good faith efforts to issue the requested tranche of TIF Bonds within one hundred twenty (120) days of receipt of the Developer's request. The issuance of the requested TIF Bond tranche shall be based on market conditions and may be issued in one or more series with: (a) interest rates being determined by the TIF Bond underwriter and municipal advisor selected by the Village; (b) a debt service coverage ratio not less than 1.25x or such other debt service coverage ratio being determined by the TIF Bond underwriter and municipal advisor selected by the Village; and (c) a maturity date as determined by the TIF Bond underwriter with input from the Village's finance professionals, such maturity date to be not later than the Maximum TIF Bond Maturity Date. The Available Incremental Property Taxes and Excess Incremental Taxes, as identified from time to time pursuant to this **Section 6.E.1** and confirmed pursuant to **Section 6.E.3**, shall be pledged to the additional tranches of TIF Bonds.

2. Adoption of Authorizing Ordinance. Within ninety (90) days of the Developer's request for issuance of a tranche of TIF Bonds pursuant to **Section 6.E.1** above, the Village shall consider an ordinance, in a form acceptable to Bond Counsel and the Village, which authorizes the issuance of such tranche of the TIF Bonds: (a) in the amount supported by the Phase I Project and/or the Phase II Project and any projected or existing Available Incremental Property Taxes and Excess Incremental Taxes that have not been pledged, as determined by the Bond Feasibility Report with input from the TIF Bond underwriter and the other Village finance professionals, based on the request by the Developer and (b) a "not to exceed" interest rate, debt service coverage and term determined by the Village's finance professionals. Passage of the ordinance does not obligate the Village to issue the requested tranche of TIF Bonds but only authorizes their issuance on terms and conditions ultimately established by the Village and its finance professionals.

3. Conditions to Issuance. The issuance of the requested TIF Bond tranche shall be conditioned on the following:

a. One or more Phase II Project Certificates of Completion for completed Project improvements (i.e., the issuance of a Village occupancy permit) constructed on one or more of the Phase II Parcels and/or one or more development projects on the Phase I Parcels.

b. Receipt of TIF Bond Feasibility Report prepared by an independent third party financial professional (as selected by the Village) that affirms sufficient the Available Incremental Property Taxes and Excess Incremental Taxes which have been pledged to the first tranche or second tranche of TIF Bonds, either on parity with, or subordinate to, such first tranche or second tranche of TIF Bonds with respect to the Available Incremental Property Taxes and Excess Incremental Taxes, or from projected Available Incremental Property Taxes which have not been pledged and any Excess Incremental Taxes which have not been pledged to cover the issuance based on the interest rate, debt service coverage and term determined by the Village's TIF Bond underwriter and municipal advisor in their reasonable and good faith discretion pursuant to **Section 6.E.1**; provided, however that if the TIF Bond Feasibility Report identifies a shortfall in existing Available Incremental Property Taxes in the TIF fund which have not been pledged, projected Available Incremental Property Taxes which have not been pledged and any Excess Incremental Taxes which have not been pledged for the issuance, the Village and the Developer shall cooperate to establish bond issuance terms based on the existing Available Incremental Property Taxes in the TIF fund which have not been pledged, projected Available Incremental Property Taxes which have not been pledged and any Excess Incremental Taxes which have not been pledged as identified in the TIF Bond Feasibility Report;

c. The payment of all reasonable fees related to the issuance of the requested tranche of TIF Bonds, including Bond Counsel fees, feasibility consultant fees and Village Attorney fees provided that such costs may be paid from TIF Bond proceeds;

d. The issuance of an opinion of Bond Counsel or Village Counsel that such TIF Bonds are a valid and binding obligation of the Village subject to customary qualifications and exceptions;

e. The issuance of an opinion of Bond Counsel that the interest paid or received on such TIF Bonds is not includible in the gross income of the registered owners thereof under the Internal Revenue Code or federal income tax purposes but such condition to TIF Bond issuance shall only apply where the TIF Bonds are issued as Tax-Exempt Bonds; and

f. The Developer is not delinquent in any required amounts due to the Village.

4. Treatment of TIF Bond Proceeds. On the issuance date of the requested tranche of TIF Bonds, the Village shall, among other things, pursuant to a Trust Indenture: (a) deliver the TIF Bonds to the Indenture Trustee; (b) issue a payment schedule for the TIF Bonds; (c) deposit the proceeds from the sale of such TIF Bonds into the special fund,

and accounts therein, created pursuant to the applicable Trust Indenture and held by the Indenture Trustee for: (i) payment of costs of issuance; (ii) the funding of a debt service reserve; (iii) the provision of capitalized interest for not more than a three (3) year period; and (iv) the Developer reimbursement of Eligible Costs approved pursuant to a Certificate of Expenditure; provided, however, that such funds for reimbursement of Eligible Costs may instead be disbursed pursuant to a construction escrow account if determined by the Village to be advantageous.

F. Source, Pledge and Use of Incremental Property Taxes. The Village irrevocably and unconditionally pledges all Available Incremental Property Taxes and Excess Incremental Taxes, for: (1) direct reimbursement of the Developer for Eligible Costs as set forth in **Section 6.A.3** and (2) the payment of amounts due under the TIF Bonds, as provided in this Agreement and, as applicable, each Bond Ordinance and Trust Indenture. Unless and until required pursuant to one or more Trust Indentures, the Village shall deposit the increment funds pledged pursuant to this **Section 6.F** into the TIF Fund. Deposits in the TIF Fund shall not be: (1) co-mingled with any other Village account; or (2) pledged or diverted for any purpose other than payments due under the Bond Ordinance, this Agreement or a Trust Indenture. After the Effective Date, the Village shall request the Cook County Clerk's Office (Tax Extension Department) impose a Tax Code designation on the Redevelopment Property's PINs set forth on **Exhibit A-3** for purposes of segregating the Incremental Property Taxes generated by the Redevelopment Property for use under this Agreement.

G. Non-Recourse Obligation. The Developer acknowledges that actual and projected Available Incremental Property Taxes and Excess Incremental Taxes may be insufficient to reimburse the Developer for all Eligible Costs up to the Maximum Reimbursement Amount, and that:

1. The Village's obligation to reimburse the Developer for Eligible Costs, is not and will not be a general debt of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of, as applicable, the Available Incremental Property Taxes and Excess Incremental Taxes;

2. If the Available Incremental Property Taxes and Excess Incremental Taxes are insufficient to pay all principal and interest due under the TIF Bonds, the Developer shall have no recourse against the Village, other than enforcing the Village's obligations to use the Available Incremental Property Taxes and the Excess Incremental Taxes to pay such amounts, as required by this Agreement;

3. The Developer will have no right to, and agrees that it will not, compel any exercise of the taxing power of the Village to reimburse it for Eligible Costs, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village (unless the Village fails or refuses to make payments due a holder of the TIF Bonds in violation of the terms of this Agreement, the TIF Bonds or any agreement related thereto); and

4. No recourse may be had for any payment due pursuant to this Agreement or the TIF Bonds against any past, present, or future elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

H. No Impermissible Agreements. It is the intent of the Parties that no impermissible agreements related to the payment of taxes by any party that undertakes development of any

portion of the Redevelopment Project will be entered into between the Parties. The Village covenants not to enter into or enforce any agreements with any taxpayers that would modify the obligations of taxpayers under general law and covenants and agrees that it will not enter into or remain subject to or the beneficiary of any impermissible agreement under Treas. Reg. Section 1.141-4(e)(4), including any agreement that requires Developer or one or more owners of some or all of the Redevelopment Property not to contest or protest real estate taxes assessed against the Redevelopment Property or portions thereof, or that prohibits Developer from seeking a deferral of such property taxes. The Village and the Developer recognize that payments from any such party to the Village, other than payments made for taxes of general applicability, may be deemed to be private payments under the Internal Revenue Code and such payments may preclude the Village's issuance of tax-exempt TIF Bonds. The Village further covenants that it will not impose any special assessments or taxes of non-general applicability within the Redevelopment Project while any tax-exempt TIF Bonds are outstanding and will not collect any of such taxes or assessments while any tax-exempt TIF Bonds are outstanding without first obtaining an opinion of Bond Counsel. Such restriction shall not apply to the imposition of a special assessment in an amount not in excess of the amount necessary solely for ordinary and necessary maintenance of Private Infrastructure Improvements in the event the Developer or another party defaults on its maintenance obligation. In the event the assessment imposed for maintenance of any such improvements is in excess of amounts necessary for the payment of ordinary and necessary maintenance costs, the Village covenants to refund such assessments to the property owners on which such assessment was imposed.

I. <u>TIF Act Reporting Obligations</u>. As of the Effective Date, the Developer reasonably projects that: (1) the Redevelopment Project will create at least five hundred fifteen (515) jobs; (2) the Redevelopment Project will create Two Hundred Ninety-One Million and No/100 Dollars ($291,000,000.00) of Incremental Property Taxes; and (4) the Redevelopment Project will generate a seventeen and one tenth percent (17.1%) rate of return based on information and assumptions available to the Developer as of such date. The rates of return shall be verified by a third party chosen by the Village for substantial conformity with the Developer's projections. The Developer shall report the following information in writing to the Village on an annual basis, on each April 30 after the Effective Date, with regard to the Redevelopment Project to the extent such information is available to the Developer, or as applicable, the Developer: (1) the number of jobs created to date, under the same guidelines and assumptions as was used for the projections used at the time of approval of this Agreement; and (2) the amounts of Incremental Property Taxes generated during the reporting period and to date, using the same assumptions as was used for the projections used at the time of the approval of this Agreement.

J. <u>Village Accounting of Incremental Taxes</u>.

1. In order to facilitate each Accounting, the Village shall request one or more Tax Codes for the Redevelopment Property for purpose of segregating the Incremental Property Taxes generated by the Redevelopment Property. The Village shall provide a draft of such request, together with all required documentation, within one hundred eighty (180) days of the Effective Date to the Developer for review and approval, which shall not be unreasonably withheld or delayed. Upon the Developer's approval, the Village shall submit the request to the Cook County Assessor's Office. The Village shall provide the Developer with copies of all correspondence and materials relating to the establishment of the Tax Codes.

2. On or about each Accounting Date, the Village shall commence an Accounting for the prior Accounting Period. The Developer shall, at no cost to the

Developer, assist the Village in completing the Accounting by providing, or causing to be provided such information as the Village may reasonably request to assist it in determining the amounts of Incremental Property Taxes that have been generated during the applicable Accounting Period. The Village shall use good faith efforts to complete each Accounting within thirty (30) days start of the Accounting. The Village shall share each Accounting with the Developer.

K. Amendment of Redevelopment Plan Budget. Upon approval of this Agreement, the Corporate Authorities of the Village agree to hold all necessary public meetings and public hearing(s) and to take all necessary actions in accordance with the TIF Act to amend the Budget of the Redevelopment Plan to account for the Maximum Reimbursement Amount payable under this Agreement and other expenditures within the TIF District and to otherwise align with the provisions of this Agreement.

Section 7. PAYMENT OF VILLAGE FEES AND COSTS; SECURITY.

A. Village Redevelopment Agreement Costs.

1. Before the Village executes this Agreement, the Village shall be reimbursed for its reasonably incurred Redevelopment Agreement Costs. Such reimbursement shall be made first from Incremental Property Taxes available as of the Effective Date. To the extent that there are insufficient Incremental Property Taxes to reimburse the Village for its Redevelopment Agreement Costs, the Developer shall reimburse the Village up to a maximum of One Hundred Thousand Dollars and No Cents ($100,000.00). To the extent that Incremental Property Taxes and the Current Owner's reimbursement amount are insufficient to pay the Redevelopment Agreement Costs, the Village shall deduct any shortfall from Incremental Property Taxes that accrue after the Effective Date.

2. If the Developer make a reimbursement payment to the Village pursuant to **Section 7.A.1,** then the Village shall provide the Developer with reasonably detailed invoices and other documentation of the costs which the Developer must pay.

B. Village Administrative Costs. After the Effective Date, the Village may from time to time reimburse itself for and/or directly pay reasonable Administrative Costs from Incremental Property Taxes. For purposes of reimbursement, the Village shall have first priority on Incremental Property Taxes for the purposes of receiving reimbursement for Village Administrative Costs and thereafter any surplus Available Incremental Property Taxes and Excess Incremental Taxes not required to pay debt service on existing or future TIF Bonds or make payments of Collected Incremental Taxes. The Village shall provide the Developer with reasonably detailed invoices and other documentation of the Administrative Costs so that the Developer may confirm the reasonableness of incurred Administrative Costs and the fact that they constitute Eligible Costs under the TIF Act.

C. Village Permits and Fees; Impact Fees. The Developer shall pay Village permit fees, charges, impact fees and other fees required by the Village Code or other Requirements of Law to the Village and other taxing jurisdictions entitled such fees in connection with the Phase I Retail Project. The Developer, or the applicable Developer Party, shall be responsible for any fees, charges, impact fees or other fees required by the Village Code or other Requirements of Law for other components of the Redevelopment Project. The Developer shall provide notice of such impact fees to each Developer Party as set forth in **Section 3.Q**.

D. Security for Redevelopment Project and Infrastructure Improvements.

1. Posting of Security. Prior to receiving building and site development permits for the construction of the Phase I Retail Project improvements and the Infrastructure and Site Preparation Improvements, the Developer shall post the security in accordance with **Section 12.8** (Additional Permit Requirements for Planned Unit Developments) of the Village Code and Section 11-39-3 of the Illinois Municipal Code (to the extent such statute is applicable) to secure the completion of the Phase I Project Private Infrastructure Improvements, Public Infrastructure Improvements, if any, and the Infrastructure and Site Preparation Improvements (except that no security shall be required for demolition work and preparation of rough graded pads). In addition, once the Developer has completed any Public Infrastructure Improvements and the Village has approved and accepted such improvements, the Developer will post security to secure the Developer's Public Infrastructure Improvements, Private Infrastructure Improvements and Infrastructure and Site Preparation Improvements maintenance obligations as required by the Village Code.

2. Release of Security. Any security posted in accordance with **Section 7.D.1** shall be reduced and/or released, in part or in whole, upon completion of the work for which the security was posted, inspection and approval by the Village, and, if applicable, actual dedication and acceptance by the Village of any required improvements. The reduction or release of any security may be incremental, and, if reduced or released incrementally, shall be equal to the ratio that the completed, inspected, dedicated and accepted improvement(s) bears to the total improvements required to be installed and as covered by the security. In no event shall the security be reduced to zero or released in full until all required improvements are completed and inspected by the Village, and, if applicable, dedicated and accepted by the Village in accordance with Requirements of Law and this Agreement.

3. Scope of Obligation for Posting of Security; Conflicts. For purposes of clarity, the Developer shall only be required to post security for Phase I Project Private Infrastructure Improvements, Public Infrastructure Improvements, if any, and the Infrastructure and Site Preparation Improvements caused by its development activities, and not for Public Infrastructure Improvements or Private Infrastructure Improvements necessitated by the construction of the Phase I Residential Property or any component of the Phase II Project, unless the Developer undertakes development of those components of the Redevelopment Project. In such cases, the Village shall require security, as set forth in the Village Code, from the Residential Developer or the applicable Developer Party. The Developer shall provide notice to each Developer Party of its obligation to post security in accordance with Requirements of Law. If the Village is required to draw on any security by reason of a failure of the Developer, then the Developer shall within ten (10) days thereafter cause its security to be increased to its full original amount as may be required by the Village Code or to a reduced amount as may be approved by the Village. In the event of a conflict between the requirements expressly included in Section 11-39-3 of the Illinois Municipal Code and this **Section 7.D** and/or **Section 12.8** of the Village Code, the provisions of Section 11-39-3 of the Illinois Municipal Code shall govern, unless the Parties have expressly agreed otherwise in this **Section 7.D**. This **Section 7.D** shall govern over **Section 12.8** of the Village Code in the event of a conflict between those sections.

Section 8. USE, OPERATION, MAINTENANCE AND SUBDIVISION OF THE REDEVELOPMENT PROPERTY.

A. Declaration of Cross Easements and Cost Sharing Agreement.

1. Prior to the Developer's conveyance of any portion of the Redevelopment Property after the Conveyance Date, the Developer shall submit to the Village Attorney, for his/her review, a declaration of cross easements and cost sharing agreements (the "**Declaration**"). The Declaration will clearly define the rights and responsibilities of the owners and occupants of the Redevelopment Property and all of their respective successors and assigns, with regard to the following (collectively, the "**Declaration Access/Maintenance Obligations**"): (a) cross access between and among the Phase I Parcels and Phase II Parcels; (b) maintenance of common access drives and other improvements commonly associated with cross access rights; (b) cross parking rights; (c) repair, replacement, maintenance, cleaning, and operation of all improvements to be constructed as part of the Phase I Project, the Development Pads and the Phase II Project (i.e., buildings, structures, private utilities and lights, roadways, points of ingress and egress, on-site traffic signage, sidewalks, pedestrian pathways, parking lots, drainage areas, common area amenity features, community gathering areas, the Landscaped Areas, and the Water Feature Area and Events Plaza); and (d) snow removal, waste collection and disposal and storage. The Developer shall record the Declaration against the Redevelopment Property at its sole cost and expense.

2. The Declaration must include, at a minimum, the following provisions:

a. The Declaration will bind and be recorded against the Redevelopment Property;

b. The Village shall have the right, but not the obligation, to enforce all maintenance, repair and replacement obligations pertaining to Special Service Area Private Improvements, as defined in **Section 8.C** below and, after notice and opportunity to cure, to perform maintenance, repair and replacement of Special Service Area Private Improvements in accordance with the provisions of **Section 8.C** below;

c. The Village shall have the right to: (i) levy an assessment pursuant to the Special Service Area on the parcel(s) of the owner(s) of the applicable lot(s) where the Village performs maintenance, repair or replacement of Special Service Area Private Improvements where an owner has failed to reimburse the Village for its costs of maintenance, repair or replacement of Special Service Area Private Improvements within thirty (30) days of written demand for such reimbursement; and (ii) have a lien placed against the affected parcel(s) belonging to an owner(s) failing to pay the assessment as and when required by the Cook County Treasurer's Office;

d. A grant of easement rights to the Village to access and repair the Private Infrastructure Improvements in the event the owner of the parcel upon which the improvements are located has failed to do so after reasonable notice and opportunity to cure; and

e. A grant of a Village right, if a Special Service Area is not established for the Redevelopment Property, to lien the parcel for any costs it incurs in repairing a Private Infrastructure Improvement on such parcel.

B. <u>Subdivision of the Redevelopment Property</u>. The Developer shall actively and in good faith participate in the Village's plat of subdivision and plan review process and shall comply with the Illinois Plat Act and the Village's Subdivision Ordinance as and when the Developer conveys any portion of the Redevelopment Property to a Developer Party. The Village shall expeditiously process each subdivision application after completion of its plat and plan review process, and, upon approval by the Corporate Authorities of the Village, promptly deliver signatures for each plat and each such plat shall be filed with the Cook County Clerk's Office, Recording Division (the "**CCCORD**").

C. <u>Establishment of Special Service Area</u>. The Village may establish a Special Service Area, pursuant to 35 ILCS 200/27-5 *et seq.,* governing the Redevelopment Property on or after completion of the Water Feature and Events Plaza, for the purpose of ensuring, as and when appropriate, the maintenance, repair and replacement of the SSA Maintained Improvements. The Special Service Area shall be an encumbrance on title to the Redevelopment Property. The Developer agrees to cooperate with the Village in creating the Special Service Area and agrees not to object to the formation of the Special Service Area provided the terms of the Special Service Area are consistent with this Agreement and the Village Code. In the event that the owner of any portion of the Redevelopment Property shall fail to maintain, repair or replace the Special Service Area Improvements as and when appropriate and after receipt of Village notice of such failure and opportunity to cure, the Village shall have the right to levy a special service tax on the parcel(s) where the owner has failed to perform its maintenance, repair or replacement obligations on its Property, perform such work and receive reimbursement of the costs and expenses it has incurred, including any legal fees and related expenses, engineering fees and related expenses, other consultant fees and related expenses and a reasonable allocation of Village staff and overhead costs. The Village shall not levy a tax in accordance with the Special Service Area unless the applicable owner(s) fails or refuses to fulfill its maintenance, repair and replacement obligations as contained in this Agreement and the Declaration and then the levy shall only extend to such owner's property but not the entire Redevelopment Property. In the event the failure or refusal to fulfill maintenance, repair and replacement obligations relate to one or more components of the SSA Maintained Improvements that support or serve the entire Redevelopment Property, then the levy shall extend to each of the owners of the Redevelopment Property. The maximum tax established for the Special Service Area shall be based on the actual incurred expenses or if the improvements have not been made yet, the Village Engineer's reasonable, estimated expense for maintenance, repair or replacement of such improvements. If a property owner shall fail to pay the Special Service Area Tax, the Village shall be authorized to: (1) take all other legal action and legal remedies to recoup the Village's funds spent on the enforcement of the obligations and shall be entitled to recover its actual incurred legal fees and related expenses from the owner(s) who fails or refuses to fulfill its maintenance, repair and replacement obligations; (2) take all other legal action and legal remedies to recoup the Village's funds spent on the enforcement of the obligations of the Developer hereunder, including such lien foreclosure action authorized by 65 ILCS 5/11-31-1, as amended, or provided for in 65 ILCS 5-11-31-2, as amended, or similar applicable laws to foreclose on the lien and may collect its reasonable attorney's fees and litigation expenses incurred in the enforcement of the obligations.

Section 9. Prohibited and Desired Uses.

A. Prohibited Uses; Enforcement. No uses listed on the Prohibited Uses List, as set forth on **Exhibit F-1**, shall be established or operated as part of the Phase I Retail Project without the express prior written consent of the Corporate Authorities of the Village, which consent may be issued or denied in their sole discretion.

1. In the event a Prohibited Use is established without such consent, the Village reserves the right to: (a) withhold the issuance of or revoke a Village business license; (b) issue to the Developer a notice of an Event of Default and pursue its default remedy rights under this Agreement; and (c) pursue any other legal rights and remedies available in equity and at law.

2. In the event that the Developer disputes the Village's determination of a Prohibited Use and is unable to resolve such dispute with Village staff, the Developer shall have the right to present its dispute to the Corporate Authorities, the Village shall schedule consideration of such matter as soon as is practicable and the Corporate Authorities shall be the final determining body of such dispute.

B. Limited Uses; Enforcement. The uses set forth in **Exhibit F-2**, shall be restricted to no more than seventy-five thousand (75,000) gross square feet of floor area within the Phase I Retail Project (the "**Maximum Limited Uses Area Cap**"). Upon written request from the Developer, the Village Manager, or their designee, is authorized to grant up to a five percent (5%) administrative variation to the Maximum Limited Uses Area Cap to provide additional area for one or more Limited Uses to locate and operate within the Phase I Retail Project (the "**Expanded Maximum Limited Uses Area Cap**"). In the event the Developer violates the Maximum Limited Uses Area Cap or the Expanded Limited Uses Area Cap, the Village reserves the right to: (a) withhold the issuance of or revoke a Village business license to the Limited Use that results in the cap exceedance; (b) issue to the Developer a notice of an Event of Default and pursue its default remedy rights under this Agreement; and (c) pursue any other legal rights and remedies available in equity and at law. In the event that the Developer disputes the Village's determination of a Limited Use or a violation of the applicable cap and are unable to resolve such dispute with Village staff, the Developer shall have the right to present its dispute to the Corporate Authorities, the Village shall schedule consideration of such matter as soon as is practicable and the Corporate Authorities shall be the final determining body of such dispute.

C. In order to monitor the occupancy by Prohibited Uses or Limited Uses, the Developer shall provide the Village Manager with a list of tenants that lease space in the Phase I Retail Project on or before January 31st of each calendar year during the Term of the Agreement. If the Village reasonably believes that: (1) a Prohibited Use is being operated within the Phase I Retail Project or (2) the Developer has exceeded the Maximum Limited Uses Cap, or the Expanded Maximum Limited Uses Cap, as applicable, then upon written request from the Village, the Developer shall disclose the approximate leased square footage of each tenant and the effective date of the lease within thirty (30) days of such request. The Developer's failure to disclose such information within thirty (30) days of the Village's written request shall result in the Village issuing to the Developer a notice of an Event of Default and, provided the Developer has not cured, pursuing its default remedy rights under this Agreement as well as the Village reserves the right to: (1) withhold the issuance of or revoke a Village business license; and (2) pursue any other legal rights and remedies available in equity and at law

Section 10. LIABILITY, INDEMNIFICATION PROVISIONS AND INSURANCE.

A. Indemnification of the Village.

1. Village Review. The Village is not, and will not be, liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Redevelopment Property or the Redevelopment Project, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Redevelopment Property or the Redevelopment Project, and that the Village's review and approval of any such plans and the Redevelopment Project and issuance of any such approvals, permits, certificates, or acceptances does not, and will not be deemed to, ensure the Developer or any Developer Party, as applicable, or any of their respective successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time; provided, however, that to the extent the Village is negligent in the performance of its duties and/or obligations, the Village shall be liable for any damage or injury suffered by any of the aforementioned parties.

2. Indemnity. The Developer undertake and assume all liability for any injuries, deaths, losses, damages, claims or judgments of any kind, whatsoever resulting from or in connection with their redevelopment activities at the Redevelopment Property and under this Agreement. The Developer shall hold harmless, indemnify and defend the Village of Niles, the Corporate Authorities, and all Village appointed and elected officials, officers, employees, agents, representatives, engineers, and attorneys (collectively the "**Village Indemnified Parties**"), against any such injuries, deaths, losses, damages, claims or judgments of any kind, including but not limited to, all reasonable attorneys' fees, expenses of litigation, experts' fees and other litigation consultants' fees incurred by the Village Indemnified Parties in defending themselves (collectively, **"Losses"**) from claims, demands or lawsuits filed against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection with any acts or omissions of the Developer taken under or in the performance of this Agreement. The Developer shall further defend, hold harmless, and indemnify the Village Indemnified Parties, from any and all Losses that may be asserted at any time by any Person (as defined in this Agreement) that is not a Party to this Agreement against any of the Village Indemnified Parties contesting the legality of this Agreement or relating to any matters covered by this Agreement. The foregoing indemnification obligations shall not include claims which are alleged to have arisen out of the Village's own negligence or willful misconduct or the negligence or willful misconduct of one or more of the Village Indemnified Parties.

3. Developer Defense Expense. The Developer agrees to pay all reasonable expenses incurred by the Village Indemnified Parties, to the extent there is an obligation to indemnify one or more Village Indemnified Parties, in defending against any and all claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties of any kind that may, at any time, be asserted against any of the Village Indemnified Parties by any Person not a party to this Agreement in connection with the Developer redevelopment activities at the Redevelopment Property, the approval of this Agreement, any terms or provisions of this Agreement, or the Developer's duties, obligations and performance under this Agreement, including, without limitation, any claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties related to or associated with environmental conditions, matters or contaminants concerning or relating to the Developer's redevelopment activities at the

Redevelopment Property, in each case, except to the extent caused by the negligence or willful misconduct of one or more of the Village Indemnified Parties. These expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' fees, expenses of litigation, experts' fees and other litigation consultants' fees.

B. Insurance.

1. Required Insurance. [under review by Sterling's insurance broker] As of the Effective Date, the Developer shall procure and deliver evidence of such insurance policies to the Village, at the Developer's cost and expense, and shall maintain in full force and effect during any period of construction and through completion of construction of the Redevelopment Project for both ongoing and completed operations, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

a. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Phase I Retail Project improvements at the date of the Phase I Retail Project Certificate of Completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

b. Comprehensive general liability insurance for activities on that portion of the Redevelopment Property owned by the Developer (including ongoing and completed operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with a' Owner's/Contractor's Policy naming the Village of Niles and its appointed and elected officials, village president and trustees, employees, engineers, attorneys, agents and representatives" as additional insureds for purposes of the indemnification provisions required by this Agreement; the comprehensive general liability insurance and umbrella excess liability insurance policy and endorsements shall be in excess of the Village's lines of comparable insurance and shall be issued on a primary and non-contributory basis with a waiver of subrogation in favor of the Village's lines of comparable insurance, with limits against bodily injury and property damage of not less than $10,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

c. Workers compensation insurance, with statutory coverage.

2. Proof of Insurance. From time to time, at the written request of the Village, the Developer shall furnish proof to the Village that the premiums for the above-described insurance have been paid and that the insurance is in effect. All insurance required by this **Section 10.B** shall be obtained from reputable insurance companies that are authorized under the laws of the State of Illinois to assume the risks covered by such policies.

3. Survival of the Liability, Indemnification Provisions And Insurance Obligations. The provisions of this Section and any other indemnification obligations on the part of either Party shall survive the termination or expiration of this Agreement for a period of two (2) years.

Section 11. NATURE SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. **Binding Effect**. The Developer's rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the Developer only and no other Person. Such rights and obligations shall only benefit and burden successors and assigns specifically identified by the Developer, and no other Person. Such identification shall be evidenced by an executed and delivered agreement between the Developer and such successor or assignee to which the Developer specifically assign some or all of the rights and obligations under this Agreement and the successor assignee assumes such specific rights and obligations pursuant to the agreement. The Developer shall provide the Village with at least sixty (60) days' notice of a proposed transfer of rights and/or obligations under this Agreement.

Section 12. TERM; TERMINATION

A. The Term of this Agreement ("**Term**") shall commence on the Effective Date and end on the earlier to occur of: (1) one year after the Expiration Date of the TIF District; (2) the date upon which all Parties have satisfied all their obligations under this Agreement, if such obligations are satisfied (a) prior to the Expiration Date of the TIF District or (b) within the one year period following the Expiration Date of the TIF District; (3) the date upon which the Developer and the Village mutually agree in writing to terminate this Agreement; or (4) the Agreement is terminated based on an uncured Event of Default in accordance with **Section 14**. The expiration of the Term will not bar any claim for an Event of Default under this Agreement that accrued prior to such expiration; nor shall it affect the Village's obligation to make payments due on the TIF Bonds in the year following such expiration upon its receipt of Available Incremental Property Taxes and/or Excess Incremental for the final year of the TIF District from the Cook County Treasurer.

Section 13. REPRESENTATIONS, COVENANTS, AND WARRANTIES.

A. **Developer Matters**. The Developer (i.e., SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail II, L.P. and SVAP Golf Mill Office, L.P., individually for itself) represents, warrants and covenants that, as of the Effective Date:

1. Each is duly organized in its state of organization, validly existing in the states where it operates and authorized to conduct business in the State of Illinois;

2. Each has the authority to enter into, execute, deliver and perform its obligations under this Agreement;

3. The execution, delivery and performance of obligations under this Agreement have been duly authorized by all necessary limited liability company action, and do not and will not violate each of its organizational documents, as amended and supplemented, or any applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which each now is or may become bound;

4. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting it which would impair the ability to perform the obligations under this Agreement;

5. Each will apply for and maintain all government permits, certificates, and consents necessary to conduct the businesses and perform the obligations under this Agreement as and when required;

6. The information it has provided in support of its request to the Village for economic incentive assistance for the Redevelopment Project is true and correct in all material respects, and it acknowledges that the Village has entered into this Agreement in reliance on this information and its representations and warranties that this information is true and correct in all material respects;

7. No officer, member, manager, employee or agent under its direct control has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, appointee employee or agent of the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village;

8. Pursuant to Section 5/11-74./4-4(n) of the TIF Act, 65 ILCS 5/11-74.4-4(n), no member, official or employee of the Village, or any consultant hired by the Village with respect thereto, owns or controls, or will own or control any interest in the Redevelopment Property or any other property in the Village of Niles Redevelopment Project Area that it intends to acquire, and no such person shall represent any person, as agent or otherwise, who owns or controls, or will own or control any interest, direct or indirect, in any business, the Redevelopment Property or any other property in the Village of Niles Redevelopment Project Area that it intends to acquire;

9. It holds an undivided interest in the Redevelopment Property, and it shall provide the Village with sufficient documentation regarding such ownership; and

10. This Agreement has been submitted for consideration by its members and/or managers and such members and/or managers, as applicable, have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon it according to the terms hereof, and any and all actions of such members and/or managers, as applicable, precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

B. **Village Matters**. The Village represents warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a home rule municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement.

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (a) have been duly authorized by all necessary corporate action on the part of the Village; (b) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and (c) will not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

3. To the best of the Village's knowledge, there are no proceedings pending against or affecting the Village in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

Section 14. DEFAULT.

A. Events of Default. The following events are "**Developer Events of Default**" (and, individually, a "**Developer Event of Default**") under this Agreement that may result in the termination of this Agreement:

1. If (a) any representation in this Agreement, or in any certificate, notice, demand or request made by the Developer in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made; (b) such untruth or incorrect statement is capable of being corrected or withdrawn; and (c) such untruth or incorrect statement is not corrected or withdrawn within thirty (30) days after the Developer receive written notice from the Village of such untruth or incorrect statement.

2. The Developer's failure for a period of ninety (90) days or more after written notice thereof in the performance or breach of any covenant, warranty or obligation contained in this Agreement, including the failure to meet any timeframe in the development schedule set forth in **Section 3.B** above; provided, however, that such default or breach shall not constitute a Developer Event of Default if such default cannot be cured within said ninety (90) days and the Developer, within said ninety (90) days, initiate and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice; provided, further, however, that such cure period shall be extended as may be reasonably necessary so long as Developer is diligently prosecuting the conduct necessary to remedy the default.

3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of their property, or ordering the winding-up or liquidation of their affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

4. The commencement of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the, or of any substantial part of the, Redevelopment Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of one or more of the Developer generally to pay debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others that is not dismissed within sixty (60) days after filing.

5. The Developer abandons the construction of the Phase I Retail Project after it has initiated its construction. Abandonment will be deemed to have occurred when

work stops for more than ninety (90) days, but only if work does not re-commence work within ninety (90) days after receiving written notice of such event from the Village.

6. The Developer's failure to comply with Requirements of Law in relation to the construction and maintenance of improvements it has undertaken to construct pursuant to this Agreement within ninety (90) days after receiving notice of such failure provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said ninety (90) days and the Developer, within said ninety (90) days, initiate and diligently pursue appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice; provided, further, however, that such cure period shall be extended as may be reasonably necessary so long as the Developer is diligently prosecuting the conduct necessary to remedy the default.

B. **Events of Default by the Village**. The following are "**Village Events of Default**" (and, individually, a "**Village Event of Default**") under this Agreement:

1. If (a) any representation in this Agreement, or in any certificate, notice, demand or request made by the Village writing and delivered to the Developer pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made; (b) such untruth or incorrect statement is capable of being corrected or withdrawn; and (c) such untruth or incorrect statement is not corrected or withdrawn within thirty (30) days after the Village receives written notice from the Developer of such untruth or incorrect statement.

2. Failure by the Village for a period of thirty (30) days after written notice thereof in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such failure will not constitute a Village Event of Default if such failure cannot be reasonably cured within said thirty (30) days and the Village, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the failure.

C. **Village Remedies for Default**. If there is an uncured Developer Event of Default, the Village, at its option, may terminate the Agreement or may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. In limitation of the foregoing, the Village's remedy for monetary damages shall be limited to its actual (but not consequential) damages in an amount not to exceed its out-of-pocket expenses incurred in connection with this Agreement, including attorneys' fees. In the event that the Village elects to exercise a remedy of termination, the Village shall provide at least thirty (30) days of such election. If requested by the Developer, then the Corporate Authorities shall afford the requesting party a hearing regarding the facts and circumstances regarding the termination. Such hearing shall be held within sixty (60) days of receipt of such written request. Notwithstanding any uncured Developer Event of Default, in no event shall the Village suspend, limit or delay any payments on the TIF Bonds or seek any remedy which may have the effect of any of the foregoing.

D. **Developer Remedies for Default**. If there is an uncured Village Event of Default, the Developer, at its option, terminate the Agreement or may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including but not limited to, an action for injunction, mandamus, specific performance of the covenants and agreements herein contained or any other proceeding.

E. Remedies under the Village Code. Nothing in this Agreement shall prohibit or limit the Village from exercising any remedy available to it under the Village Code, including the Zoning Code and the Development Ordinance.

F. Prevailing Party. If a judicial proceeding is brought by one Party against another Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

G. Lender Provisions.

1. Terms. Any mortgage or deed of trust that is delivered by the Developer (whether comprised of SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail II, L.P. and SVAP Golf Mill Office, L.P. or the newly formed Developer entity) and hereafter recorded against the Redevelopment Property or any portion thereof is referred to herein as a "**Mortgage."** The holder of any Mortgage is referred to herein as a "**Mortgagee**."

2. Attornment to Mortgagee(s). In the event that a Mortgagee or any other party shall succeed to the Developer's interest in any portion of the Redevelopment Property pursuant to the exercise of remedies under a Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the interest in such portion of the Redevelopment Property, the Village agrees to attorn to and recognize such Mortgagee, or its nominee, as the successor in interest for all purposes under this Agreement as to such portion of the Redevelopment Property so long as such Mortgagee or other party accepts all of the applicable obligations and liabilities with respect to such portion of the Redevelopment Property. However, if such Mortgagee or other party does not expressly accept an assignment of such interest, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the Redevelopment Property.

3. Notice of Default. In the event of an actual or impending Developer Event of Default, the Village shall provide the Mortgagee with a copy of any notice of an Event of Default (or any fact or circumstance which with the passage of time could become an Event of Default) given by the Village to the Developer. The Developer shall provide the Village with the name(s) and business mailing address(es) to where notices shall be sent to such Mortgagee(s) and shall promptly provide to the Village updated Mortgagee name(s) and mailing address(es) information as such information changes.

4. Cure Rights. If a Developer Event of Default occurs under this Agreement and after the expiration of all applicable cure periods set forth above hereof, and if, as a result thereof, the Village intends to exercise any right or remedy available to it, the Village shall, prior to exercising such right or remedy, send notice of such intended exercise to the Developer's Mortgagee(s), and such Mortgagee(s) shall have the right (but not the obligation) to cure such Developer Event of Default within ninety (90) days of receipt of such notice. Any Mortgagee cure shall be deemed for the benefit of the Developer and shall stay the Village's exercise of any remedies for such Developer Event of Default.

Section 15. GENERAL PROVISIONS.

A. Notice. Each notice, request, consent, approval or demand (each, a "**Notice**") given or made under this Agreement shall be in writing and shall be given in the following manner: (1) by personal delivery of such Notice; (2) by mailing of such Notice by certified mail, return receipt requested; (3) by sending e-mail transmission of such Notice with confirmation of receipt; or (4) by commercial overnight delivery of such Notice. All Notices shall be delivered to the addresses set forth in this **Section 14**. Notice served by certified mail shall be effective on the fifth Business Day (as defined below) after the date of mailing. Notice served by e-mail transmission shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent on a Business Day during business hours. In the event e-mail Notice is transmitted on a non-Business Day or during non-business hours, the effective date and time of Notice is the first business hour of the next Business Day after transmission. Notice served by commercial overnight delivery shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, the first "business hour" of a Business Day shall be 8:00 a.m. to 9:00 a.m. Central time, the last "business hour" shall be 6:00 p.m. to 7:00 p.m. Central time, and a "***Business Day***" shall be Monday through Friday, inclusive but excluding federal and State of Illinois holidays.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Niles
100 Civic Center Drive
Niles, IL 60714
Attention: Village Manager
E-mail: jsl@vniles.com

With a copy to:

Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane
Suite 301
Chicago, IL 60559
Attention: Michael Jurusik
mtjurusik@ktjlaw.com

Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

The Sterling Organization
302 Datura Street; Suite 100
West Palm Beach, FL 33401
Attention:
Dustin Hicks
E-mail: dhicks@sterlingorganization.com

and

The Sterling Organization
302 Datura Street; Suite 100

West Palm Beach, FL 33401
Atten
tion: Bob Dake
E-mail: bdake@sterlingorganization.com

With copies to:

Dykema Gossett PLLC
10 South Wacker Drive; Suite 2300
Chicago, IL 60606
Attention:
Andrew Scott
E-mail: apscott@dykema.com

and

Lawrence J. Diamond
D&K Law, P.A.
322 Datura St.; Suite 300
West Palm Beach, FL 33401
E-mail: ldiamond@diamondlawpa.com

B. **Time of the Essence**. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. **Uncontrollable Circumstances**. The performance of each and every obligation set forth herein shall be subject to Uncontrollable Circumstances. In each case where a Party believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Uncontrollable Circumstances, the Party claiming the benefit of this **Section 14.C** shall notify the other Party of the nature of the event claimed to constitute Uncontrollable Circumstances and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Uncontrollable Circumstances shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Uncontrollable Circumstances toll the performance of any obligation, duty or covenant not directly implicated in the claimed event of Uncontrollable Circumstances. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Uncontrollable Circumstances.

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

E. **Exhibits/Conflicts**. Exhibit A through Exhibit G, inclusive, as identified in and 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. The exhibits consist of:

a. Exhibit A-1: Legal Description of Redevelopment Property.

b. Exhibit A-2: Depiction of Phase I Parcels and Phase II Parcels.

c. Exhibit A-3: List of PINs for the Redevelopment Property and the Small Retail Property.

d. Exhibit B: Definitions of: Development Pad(s), Infrastructure and Site Preparation Improvements, Phase I Project, Phase II Project, Phase I Retail Project and Redevelopment Project.

e. Exhibit C: Anticipated Project Schedule.

f. Exhibit D-1: Eligible Costs for the Redevelopment Project.

g. Exhibit D-2: Phase I Project Budget and Phase II Project Budget.

h. Exhibit E: Project Concept Plans:

(i). Exhibit E-1: Architectural Concept Plans for the Phase I Redevelopment Project.

(ii). Exhibit E-2: Civil Engineering Concept Plans for the Phase I Redevelopment Project.

(iii). Exhibit E-3: RESERVED.

(iv). Exhibit E-4: Landscape and Maintenance Plan for the Phase I Retail Redevelopment Project.

(v). Exhibit E-5: Plan of the Outdoor Event Plaza and Water Feature.

i. Exhibit F-1: Prohibited Uses

ii. Exhibit F-2: Limited Uses

j. Exhibit G: Form of Certification Request

k. Exhibit H: Development Obligations Imposed on Developer Parties.

F. <u>Amendments and Modifications</u>.

1. Subject to the provisions set forth below, no amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all Requirements of Law.

2. Amendments or modifications to the Project Concept Plans and/or the PUD may be requested by the Developer or a Developer Party and such request will be considered and acted on by the Corporate Authorities, in their sole discretion, without the same being deemed an amendment or modification to this Agreement. The Corporate Authorities, in their sole discretion, have the right to deny any proposed amendments or modifications to the Proposed Concept Plans and/or the PUD.

3. The Parties may mutually agree to modify the exhibits to this Agreement or extend the time for the performance of a Party's obligation under this Agreement without amending or modifying this Agreement subject to the Requirements of Law.

G. Governing Law. This Agreement is governed by, and will be enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law includes any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

I. Non-Waiver. No Party is under any obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to such Party will not be deemed or construed to be a waiver of that right, nor will the failure void or affect such Party's right to enforce that right or any other right.

J. Severability. It is expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property will not be impaired thereby, but the remaining provisions will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

K. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person may be made, or will be valid, against any Party.

L. Interpretation. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though both 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 is not applicable to this Agreement.

M. Recording. The Village shall record this Agreement against the Redevelopment Property, at the sole cost and expense of the Developer, with the Office of the Cook County Clerk promptly following the execution of this Agreement by the Parties.

N. Consents and Approvals. Except as otherwise specifically provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required by this Agreement, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

O. Estoppels. Each Party agrees to provide the other upon not less than ten (10) business days prior request, a certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific request only.

P. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Q. Singular Redevelopment Agreement. The Developer acknowledges that this Agreement, a single redevelopment agreement, shall govern the redevelopment of the Redevelopment Property. The Developer also acknowledges that while each Residential Developer and each Developer Party that undertakes a component of the Redevelopment Project may seek TIF assistance from the Village, the Village shall have no obligation whatsoever to provide such assistance, it being recognized that this Agreement is being executed in order to facilitate the Phase I Project and the Phase II Project. It is the Developer's intent to provide for a comprehensive and master-planned redevelopment of the Redevelopment Property without the necessity of any additional Village assistance, including from Available Incremental Property Taxes, Excess Incremental Taxes or any other revenues of the Village other than what is contemplated by this Agreement.

R. Further Assurances. It is understood and agreed that the successful consummation of this Agreement and the development of the Redevelopment Project on the Redevelopment Property is in the best interests of the Developer and the Village requires continued cooperation. Subject to the terms of this Agreement, the Developer evidences its intention to fully comply with all the Village requirements and its willingness to discuss any matters of mutual interest that may arise, as well as its willingness to assist the Village to the fullest commercially reasonable extent. The Village does evidence its willingness to, when reasonably requested, cooperate in the resolution of mutual problems, and its willingness to facilitate the development of the Redevelopment Project as contemplated by the provisions of this Agreement. This shall include, but not be limited to, cooperating with the Developer, at no cost to the Village, to obtain all governmental approvals or permits reasonably necessary for the development of the Redevelopment Project and the Redevelopment Property in accordance with this Agreement from all federal, state, county and other governmental or quasi-governmental entities. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement. This shall include, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances, and the taking of such other actions as may be necessary to enable each Party's compliance with the terms and objectives of this Agreement.

S. Open Book Project.

1. Books and Records. Because the Redevelopment Project involves the expenditure of public funds, the Redevelopment Development shall be an "open book" project. The Developer and the general contractor(s)will provide reasonable access during normal business hours, upon fifteen (15) days' notice of the Village Manager, or his or her designee, for the purpose of reviewing and auditing the Redevelopment Project books and records to determine and verify, on an on-going periodic basis, the Eligible Costs and the overall construction and development costs incurred relative to the Redevelopment Project. All of the Developer's records, with respect to the administration and the construction of the Redevelopment Project, shall be created and maintained in a manner reasonably satisfactory to the Village and which will facilitate a ready determination as to whether or not a particular item of cost is eligible for reimbursement pursuant to the TIF Act and this Agreement. Notwithstanding anything to the contrary in this subsection, to the extent the Developer have / has information, data, pricing or other items or materials that the Developer reasonably determines to be proprietary, the disclosure of which may cause

competitive harm (the "**Proprietary Information**"), the Developer may mark the same as "Proprietary Information" prior to its submittal to the Village. The Village agrees to treat such Proprietary Information as confidential and shall not disclose such information to anyone other the Village's staff, attorneys, accountants and financial consultants (and clearly identified as "Proprietary Information" with each such disclosure), unless such disclosure is required by a subpoena or a court order or an administrative directive issued by the Illinois Attorney General. Prior to disclosing any Proprietary Information pursuant to a subpoena or a court order or an administrative directive, the Village shall provide notice to the Developer of the same and the opportunity, at the Developer's cost, to defend or object to such disclosure in a court of law or applicable administrative proceeding, including, without limitation, appellate courts, and the Village shall reasonably cooperate with such defense or objection. Failure to provide the documents or allow review of the books within thirty (30) days after request by the Village shall be an Event of Default. The foregoing Village review and audit rights shall automatically terminate one (1) year from the date of the end of the Term of this Agreement.

2. Operating Agreement Inspection. The Developer shall make available, for Village staff and consultant in camera inspection only, copies of their respective limited liability company operating agreements and articles of organization; provided that the Developer shall be permitted to review all Village staff notes, summaries or other materials which may be subject to a Freedom of Information Act request and to identify proprietary, confidential financial information or other information which may be exempt from a Freedom of Information Act request. The Village shall keep such notes, summaries and other materials arising from such in camera inspection confidential and treat such materials as Proprietary Information to the maximum extent permitted by law. In the event of a Freedom of Information Act request for such materials, the Parties shall follow the procedures set forth in **Section 14.S.1** regarding the disclosure of information deemed Proprietary Information.

T. No Conveyance to Certain Entities; Conversion of Real Property to Tax Exempt Status is Prohibited; Covenant of Title. To support the Village's goal of the development of retail establishments of certain types on the Redevelopment Property and the continuation of such uses, from and after the Effective Date of this Redevelopment Agreement and for so long as the TIF District is in existence, the Developer, its tenants, occupants, lessees, assignees and successors in interest, shall not Convey or lease of any Redevelopment Property to the following types of entities without the prior written approval of the Corporate Authorizes of the Village, which approval may be granted in their sole discretion: (a) the Federal government; (b) organizations described in Section 115 of the Internal Revenue Code; (c) other units of State or local government; (d) organizations described in Section 501(c) of the Internal Revenue Code; and (e) entities seeking to establish a Prohibited Use**.**

U. Declaration of Restrictive Covenant, Easements and Restrictions; Conversion to Condominiums. If the Developer establishes a condominium regime for any portion of the Redevelopment Property, the Developer shall provide copies of the condominium governing documents to the Village to ensure its conformity with the applicable Village Code provisions. To the extent such governing documents do not conform to the applicable Village Code requirements, the Developer shall make such modifications as may be necessary to make such documents conform prior to the governing documents' implementation. If the Developer converts any residential dwelling units or the commercial / retail spaces to condominium units, the Developer shall process the plat of condominium and related documents in accordance with the Village Code. Such plat and related documents shall conform to all Requirements of Law.

V. Village Official and Appointee Matters.

1. Conflict of Interest and Prohibited Interest Disclosures. Upon the Village's request from time to time during the Term of this Agreement, the Developer will provide a list of all entities, if any, owning a greater than one percent (1%) direct ownership interest in the Developer solely to permit the Village to comply with applicable legal requirements. Based in part on the information provided by the Developer and in part on information from the Village's independent investigation, the Village will affirm that its corporate authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village, have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the TIF Act (65 ILCS 5/11-74.4-4(n)) and the Illinois Governmental Ethics Act (5 ILCS 420). Upon the Village's request, the Developer shall provide the Village with all information in its control or possession required for compliance with the annual TIF report that the Village is required to file with the State of Illinois Comptroller or any such similar financial information, and required for the Village to comply with any disclosure and transparency ordinance or law enacted by the State of Illinois or Cook County. In addition, the Developer shall provide, on an annual basis, the information required by the TIF Act.

2. No Personal Liability of Village Officials. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of the Village, in his or her individual capacity, and no official, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out the execution, delivery and performance of this Agreement, or any failure in connection therewith.

W. Recordation. The Village, at the Developer's expense, agrees to file a certified, executed copy of this Agreement and the approving resolution with the CCCORD against title to the Redevelopment Property. Upon termination or expiration of this Agreement, the Village, at the Developer's expense, shall file with the CCCORD a memorandum confirming that the Agreement is released from title to the Redevelopment Property because the Agreement has expired or has been terminated. If the Village fails to file such a memorandum within sixty (60) days after the Developer's written request to do so, then the Developer, at its expense, may file such a memorandum. File-stamped copies of each document filed with the CCCORD against title to the Redevelopment Property pursuant to this section will be provided by the Village to the Developer, or its designee. The Parties agree that the sole purpose of recordation of this Agreement is to put property owners on notice of the existence of this Agreement and not to confer any benefits, or impose any obligations upon, such property owners. It is the express intent of the Parties that rights and obligations under this Agreement may only be assigned pursuant to a duly executed assignment and assumption agreement any not through any other means.

Section 16. DEVELOPER CERTIFICATIONS.

A. Each entity comprising the Developer (SVAP Golf Mill Retail, L.P., SVAP Golf Mill Retail II, L.P., and SVAP Golf Mill Office, L.P.) for itself, certifies that as of the Effective Date:

1. It is not barred from contracting with any unit of State or local government as a result of violating 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-

6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/ (the Illinois Prevailing Wage Act) or as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State of Illinois, unless such entity is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1.

2. It has not been convicted of, or is not barred for, attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the entity made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the entity been so convicted nor made such an admission.

3. It shall comply with the Illinois Drug Free Work Place Act.

4. It shall agree not to commit unlawful discrimination and comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights, and with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

5. It is an "Equal Opportunity Employer" as defined by federal and State laws and regulations and agrees to comply with the Illinois Department of Human Rights ("**IDHR**") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 III. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein.

6. It maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

7. It agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160). It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101).

8. It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable. The entity shall comply with all applicable federal laws, and State laws and regulations, including without limitation those regulations in regard to all applicable equal employment opportunity requirements, and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of

minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

9. Any construction contracts entered into by the entity relating to the construction of the Redevelopment Project shall require all contractors and subcontractors to comply with the rules and regulations of the Illinois Fair Employment Practices Commission.

10. It agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Redevelopment Project and any additional improvements thereto, and its operation and maintenance of the Redevelopment Project on the Redevelopment Property. The entity understands and agrees that the most recent of such federal, county, State, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, the entity understands and agrees that new federal, county, State and local laws, regulations, policies and administrative practices may be established after the date that this Agreement has been executed and may apply to this Agreement.

11. Any claim, demand, lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement shall be immediately forwarded to the Village Manager.

12. It shall be and remain in compliance with the Village's property maintenance regulations and shall promptly correct (or cause to be corrected) any code violations.

13. It shall comply with any record requests by the Village under the Illinois Freedom of Information Act ("**FOIA**") (5 ILCS 140/1 et seq.). The definition of a public record under FOIA includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). The Developer shall maintain and make available to the Village, upon request, all records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/) and FOIA.

14. It covenants that no officer, member, manager, stockholder, employee or agent of the Developer, or any other person connected with the Developer, have made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

15. Pursuant to Section 5/11-74./4-4(n) of the TIF Act, 65 ILCS 5/11-74.4-4(n), it represents, warrants and covenants that, to the best of his/her/its/their knowledge, no member, official or employee of the Village, or any consultant hired by the Village with respect thereto, owns or controls, or will own or control any interest in the Redevelopment Property or any other property in the Redevelopment Project Area that it intends to acquire, and no such person shall represent any person, as agent or otherwise, who owns or controls, or will own or control any interest, direct or indirect, in its business, the

Redevelopment Property or any other property in the Redevelopment Project Area that it intends to acquire.

16. It may not assign or transfer some or all of its rights or obligations under this Agreement except in accordance with the terms and conditions of the Agreement.

17. This Agreement has been submitted for consideration and review by its board of directors, corporate officers, shareholders, members and/or managers of the Developer, and its board of directors, corporate officers, shareholders, members and/or managers have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon it according to the terms hereof, and any and all action of its board of directors, corporate officers, shareholders, members and/or managers, as the case may be, precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

18. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of the Village, in his or her individual capacity, and no official, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out the execution, delivery and performance of this Agreement, or any failure in connection therewith.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement, to be effective as of the Effective Date.

VILLAGE:

VILLAGE OF NILES, an Illinois home rule municipal corporation

By: _____
Its: Village Mayor

ATTEST:

By:_____
Its: Village Manager

CURRENT OWNERS:

SVAP GOLF MILL RETAIL, L.P., a Delaware limited partnership

By: SVAP Golf Mill Retail GP, LLC,
a Delaware limited liability company,
its General Partner

By: SVAP Golf Mill, L.P.,
a Delaware limited partnership,
its Manager

By: SVAP GP, LLC,
a Delaware limited liability
company, its General Partner

By:_____
Name:_____
Title:_____

SVAP GOLF MILL RETAIL II, L.P., a Delaware limited partnership

By: SVAP Golf Mill Retail GP II, LLC,
a Delaware limited liability company,
its General Partner

By: SVAP Golf Mill, L.P.,
a Delaware limited partnership,
its Manager

By: SVAP GP, LLC,
a Delaware limited liability
company, its General Partner

By:_____
Name:_____
Title:_____

SVAP GOLF MILL OFFICE, L.P., a Delaware limited partnership

By: SVAP Golf Mill Office GP, LLC,
a Delaware limited liability company,
its General Partner

By: SVAP Golf Mill, L.P.,
a Delaware limited partnership,
its Manager

By: SVAP GP, LLC,
a Delaware limited liability
company, its General Partner

By:_____
Name:_____
Title:_____

2798

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that George Alpogianis and Joseph La Margo, personally known to me to be the Village Mayor and Village Manager, respectively, of the **VILLAGE OF NILES**, and personally known to me to be the same persons whose names are subscribed to the foregoing agreement, appeared before me this day in person and severally acknowledged that, as such Village Mayor and Village Manager, they signed said agreement pursuant to authority duly given by the Corporate Authorities of said Village.

Given under my hand and official seal this ___ day of _____, 2024.

_____
Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the Manager of SVAP Golf Mill Retail GP, LLC, a Delaware limited liability company, which is the General Partner of **SVAP GOLF MILL RETAIL, L.P.**, a Delaware limited partnership, on behalf of such entities, and such person ☐ is personally known to me or ☐ has produced a _____ as identification.

_____
Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the Manager of SVAP Golf Mill Retail GP II, LLC, a Delaware limited liability company, which is the General Partner of **SVAP GOLF MILL RETAIL II, L.P**., a Delaware limited partnership, on behalf of such entities, and such person ☐ is personally known to me or ☐ has produced a _____ as identification.

_____
Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the Manager of SVAP Golf Mill Office GP, LLC, a Delaware limited liability company, which is the General Partner of **SVAP GOLF MILL OFFICE, L.P**., a Delaware limited partnership, on behalf of such entities, and such person ☐ is personally known to me or ☐ has produced a _____ as identification.

_____
Notary Public

Lender Consent

JPMorgan Chase Bank, N.A., a national banking association, acting in its capacity as administrative agent, for the ratable benefit of itself and for the lenders (as defined in the Loan Agreement defined in the mortgage described below) and each of _____ affiliates that is a party to any swap agreements (as defined in the mortgage described below) (together with each and every successor for the lenders and such affiliates of _____), as mortgagee under the provisions of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated October 28, 2016 and recorded October 31, 2016 as document 163051981, as modified by that Partial Release of Mortgage recorded February 19, 2019 as document 1905041035, as modified by that certain First Modification of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and Spreader Agreement dated October 28, 2019 and recorded November 14, 2019 as document 1931834118, as modified by that certain Second Modification of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded December 18, 2020 as document 2035334090 consents to the recording of this Agreement.

JPMorgan Chase Bank, N.A., a national banking association

By: _____
Name: _____
Its: _____

DATED _____, 2024

State of _____)
) SS
County of _____)

I, the undersigned, a Notary Public in and for the above County and State, certify that _____, the _____ of JPMorgan Chase Bank, N.A., appeared before me this day in person and acknowledged that [he][she] signed the foregoing Lender Consent.

Given under my hand and official seal this ___ day of _____, 2024.

_____
Notary Public

EXHIBIT A-1

Redevelopment Property Legal Description

PARCEL 1:

LOTS 1 AND 2 IN FINAL PLAT OF GOLF MILL MALL NORTH SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST $^1/_4$ OF THE NORTHEAST $^1/_4$ OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2021 AS DOCUMENT 2120322014

PARCEL 2:

LOT 1 IN GOLF MILL MALL PANERA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 2018 AS DOCUMENT 1825545008, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT FROM SAID LOT 1 THE FOLLOWING:

LOT 1 IN THE PLAT OF RESUBDIVISION OF LOT 1 OF GOLF MILL MALL PANERA SUBDIVISION, BEING A SUBDIVISION OF PAR OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 2019 AS DOCUMENT 1933616048, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID QUARTER SECTION WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 233.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 68 DEGREES 49 MINUTES 10 SECONDS, MEASURED FROM WEST TO NORTHWEST FROM THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14, FOR A DISTANCE OF 76.15 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 123 DEGREES 54 MINUTES 20 SECONDS, MEASURED FROM THE SOUTHEAST TO THE NORTHEAST FROM THE LAST DESCRIBED LINE, FOR A DISTANCE OF 57.38 FEET TO AN INTERSECTION WITH A LINE PARALLEL TO THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14, WHICH IS 132 FEET NORTHWESTERLY THEREFROM, AS MEASURED ALONG THE CENTER LINE OF MILWAUKEE AVENUE, THENCE EAST ALONG SAID PARALLEL LINE, THIS LINE ALSO BEING THE NORTH LINE OF LAND CONVEYED TO THE EVANGELICAL LUTHERAN ST. MATHAUS GEMEINDE OF THE TOWN OF MAINE, BY QUIT CLAIM DEED DATED MARCH 17, 1947 AND RECORDED AS DOCUMENT 14022778, FOR A DISTANCE OF 116.59 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AS DESCRIBED ON A QUIT CLAIM DEED DATED JUNE 29, 1961 AND RECORDED AS DOCUMENT 18316718; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 89.68 FEET TO A POINT ON THE SOUTHERLY LINE OF MARYLAND STREET AS DEDICATED SEPTEMBER 30, 1959 BY DOCUMENT 1888825; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF MARYLAND STREET FOR A DISTANCE OF 213.57 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 70.00 FEET FOR A DISTANCE OF 77.60 FEET TO

A POINT ON THE NORTH LINE OF CHURCH STREET AS VACATED BY DOCUMENT 18363273; THENCE SOUTHERLY TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 A DISTANCE OF 40.03 FEET; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 14 FOR A DISTANCE OF 149.55 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED 50.00 FEET EAST AND 40.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; PROCEED NORTHERLY ALONG A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4, 393.31 FEET TO A POINT; THENCE PROCEED NORTHEASTERLY 109 DEGREES 00 MINUTES COUNTERCLOCKWISE FROM THE AFORESAID LINE, 276.39 FEET TO A POINT; THENCE PROCEED SOUTHERLY 236.53 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 TO A POINT; THENCE PROCEED EASTERLY ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 73.98 FEET TO A POINT; THENCE PROCEED SOUTHERLY ALONG A LINE PARALLEL TO THE AFORESAID WEST LINE OF THE SOUTHEAST 1/4, 236.43 FEET TO A POINT IN THE NORTH LINE OF CHURCH STREET; THENCE PROCEED WESTERLY ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 335.54 FEET TO A POINT, THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGE OF USE, INGRESS AND RIGHT-OF-WAY FOR PEDESTRIAN AND AUTOMOTIVE PURPOSES, AND FOR PARKING AND PUBLIC AND PRIVATE UTILITY PURPOSES CREATED AND GRANTED AS APPURTENANCES TO PARCELS 1, 2, AND 4 DESCRIBED ABOVE IN AND BY THE AMENDED AND RESTATED AGREEMENT DATED AS OF FEBRUARY 21, 1985 BY AND BETWEEN MILWAUKEE GOLF DEVELOPMENT COMPANY AND SEARS, ROEBUCK AND CO., WHICH WAS RECORDED ON THE 18TH DAY OF MARCH, 1985 AS DOCUMENT NO. 27477633 AND FILED MARCH 18, 1985 AS DOCUMENT NO. LR3424765, AS AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT DATED OCTOBER 23, 1997 AND RECORDED NOVEMBER 14, 1997 AS DOCUMENT 97855177 AND BY ASSIGNMENT OF RIGHTS IN AND TO EASEMENTS AND AGREEMENTS BY MILWAUKEE GOLF SHOPPING CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY IN FAVOR OF SVAP GOLF MILL RETAIL, L.P., A DELAWARE LIMITED PARTNERSHIP RECORDED AUGUST 21, 2014 AS DOCUMENT NUMBER 1423316041, EXCEPTING THEREFROM ANY PORTION THAT FALLS WITHIN SAID PARCELS 1, 2 AND 4.

PARCEL 6:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 14; THENCE ON AN ASSUMED BEARING OF DUE NORTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14 (ALSO BEING THE CENTERLINE OF GREENWOOD AVENUE) FOR A DISTANCE OF 764.66 FEET TO A POINT; THENCE DUE EAST FOR A DISTANCE OF 817.41 FEET TO A POINT; SAID POINT

BEING THE CENTER OF A CIRCLE OF RADIUS 45.00 FEET, THE CIRCUMFERENCE OF SAID CIRCLE BOUNDING THE AREA THAT IS DESCRIBED HEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 6A:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 6 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 23, 1998, BY AND BETWEEN MILWAUKEE GOLF DEVELOPMENT COMPANY LLC AND MILWAUKEE GOLF REALTY COMPANY LLC AND RECORDED JULY 10, 1998 AS DOCUMENT NUMBER 98594393, AND ASSIGNMENT OF RIGHTS IN AND TO EASEMENT AGREEMENT BY MILWAUKEE GOLF REALTY COMPANY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IN FAVOR OF SVAP GOLF MILL OFFICE, L.P. A DELAWARE LIMITED PARTNERSHIP RECORDED AUGUST 21, 2014 AS DOCUMENT NUMBER 1423316040, FOR THE PURPOSE OF INGRESS AND EGRESS, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN SAID PARCEL 6.

PARCEL 7:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THAT PART OF BLOCK 2 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED DECEMBER 12, 1940 AS DOCUMENT 12593211, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF GREENWOOD AVENUE 1150.00 FEET SOUTH OF THE CENTERLINE OF GOLF ROAD; THENCE ON AN ASSUMED BEARING OF NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 52.88 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE AS DEDICATED NOVEMBER 21, 1932 BY DOCUMENT 11167090, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 320.51 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.80 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 37.56 FEET TO THE NORTHWESTERLY CORNER OF A BRICK BUILDING OCCUPIED BY A SEARS RETAIL STORE; THENCE NORTH 71 DEGREES 01 MINUTES 33 SECONDS EAST ALONG THE NORTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 154 FEET TO A POINT; THENCE NORTH 11 DEGREES 48 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 78 DEGREES 27 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO A POINT; THENCE NORTH 12 DEGREES 35 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 0.99 FEET TO A POINT; THENCE NORTH 76 DEGREES 04 MINUTES 43 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.53 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.37 FEET TO A POINT; THENCE NORTH 70 DEGREES 35 MINUTES 38 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 42 SECONDS EAST ALONG SD NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.53 FEET TO A POINT; THENCE NORTH 74 DEGREES 19 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE NORTH 18 DEGREES 51 MINUTES 04 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE NORTH 71 DEGREES 03 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF

30.44 FEET TO A POINT; THENCE SOUTH 18 DEGREES 48 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.95 FEET TO A POINT; THENCE NORTH 67 DEGREES 24 MINUTES 28 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.78 FEET TO A POINT; THENCE NORTH 19 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.49 FEET TO A POINT; THENCE NORTH 70 DEGREES 32 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.85 FEET TO A POINT; THENCE SOUTH 18 DEGREES 55 MINUTES 41 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.43 FEET TO A POINT; THENCE NORTH 66 DEGREES 02 MINUTES 52 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE SOUTH 20 DEGREES 04 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.05 FEET TO A POINT; THENCE NORTH 63 DEGREES 28 MINUTES 27 SECONDS EAST, ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.50 FEET TO A POINT; THENCE SOUTH 25 DEGREES 26 MINUTES 36 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 01 MINUTES 14 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 50.75 FEET TO THE NORTHEASTERLY CORNER OF SAID BRICK BUILDING; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 36.00 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 40.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 338.03 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE; SAID POINT BEING 55.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MILWAUKEE AVENUE; THENCE SOUTH 36 DEGREES 24 MINUTES 03 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 49.17 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, SAID LINE BEING ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5400.37 FEET AND A CHORD BEARING SOUTH 34 DEGREES 19 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 392.10 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE LAND CONVEYED BY MILWAUKEE GOLF DEVELOPMENT CORPORATION, TO SEARS ROEBUCK AND COMPANY BY WARRANTY DEED DATED APRIL 12, 1957 AND RECORDED APRIL 26, 1957 AS DOCUMENT 16887721, IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR COOK COUNTY, ILLINOIS; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF THE LAND CONVEYED BY DEED DATED APRIL 12, 1957 FOR A DISTANCE OF 456.31 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 97.06 FEET TO A POINT; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 36.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK BUILDING OCCUPIED BY A SEARS ROEBUCK RETAIL STORE; THENCE SOUTH 71 DEGREES 04 MINUTES 44 SECONDS WEST ALONG THE SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 50.86 FEET TO A POINT; THENCE SOUTH 12 DEGREES 37 MINUTES 40 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 4.95 FEET TO A POINT; THENCE SOUTH 78 DEGREES 20 MINUTES 39 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 25.46 FEET TO A POINT; THENCE SOUTH 13 DEGREES 19 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 1.19 FEET TO A POINT; THENCE SOUTH 76 DEGREES 09 MINUTES 58 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 25.54 FEET TO A POINT; THENCE SOUTH 18 DEGREES 40 MINUTES 02 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 3.44 FEET TO A POINT; THENCE SOUTH 71 DEGREES 36 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 2.80 FEET TO A POINT; THENCE NORTH 17 DEGREES 11 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY

FACE OF SAID BUILDING FOR A DISTANCE OF 2.54 FEET TO A POINT; THENCE NORTH 74 DEGREES 42 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 23.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 08 MINUTES 37 SECONDS EAST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 4.00 FEET TO A POINT; THENCE SOUTH 71 DEGREES 20 MINUTES 19 SECONDS WEST ALONG SAID SOUTHERLY FACE FOR A DISTANCE OF 30.46 FEET TO A POINT; THENCE NORTH 18 DEGREES 24 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE SOUTH 68 DEGREES 07 MINUTES 09 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 19 SECONDS EAST ALONG SAID SOUTHERLY FACE OF A BUILDING FOR A DISTANCE OF 2.48 FEET TO A POINT; THENCE SOUTH 70 DEGREES 02 MINUTES 43 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.75 FEET TO A POINT; THENCE NORTH 19 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.00 FEET TO A POINT; THENCE SOUTH 65 DEGREES 53 MINUTES 12 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE NORTH 22 DEGREES 18 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.10 FEET TO A POINT; THENCE SOUTH 63 DEGREES 32 MINUTES 35 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO A POINT; THENCE NORTH 27 DEGREES 11 MINUTES 53 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 5.96 FEET TO A POINT; THENCE SOUTH 70 DEGREES 58 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 78.18 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK BUILDING; THENCE CONTINUING SOUTH 70 DEGREES 58 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY FACE OF A BRICK WALL FOR A DISTANCE OF 57.86 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK WALL; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 69.29 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 97.06 FEET TO A POINT; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 453.76 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE; THENCE NORTH 0 DEGREES 00 MINUTES OO SECONDS EAST ALONG THE EAST LINE OF GREENWOOD AVENUE FOR A DISTANCE OF 449.49 FEET TO THE POINT OF BEGINNING.

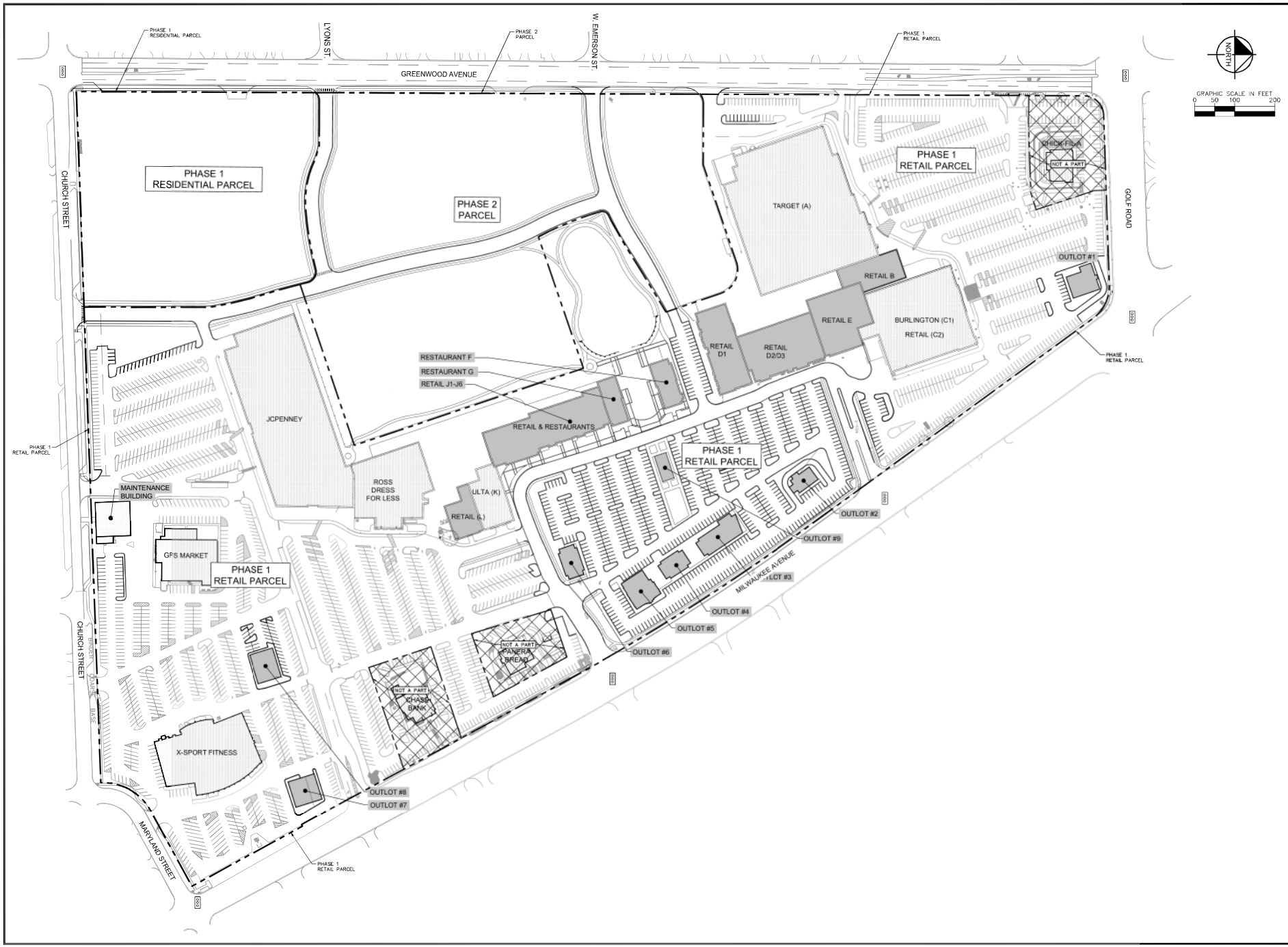
PARCEL 8:

THE NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGE OF USE, INGRESS AND RIGHT-OF-WAY FOR PEDESTRIAN AND AUTOMOTIVE PURPOSES, AND FOR PARKING AND PUBLIC AND PRIVATE UTILITY PURPOSES CREATED AND GRANTED AS APPURTENANCES TO PARCEL 7 DESCRIBED ABOVE IN AND BY THE AMENDED AND RESTATED AGREEMENT DATED AS OF FEBRUARY 21, 1985 BY AND BETWEEN MILWAUKEE GOLF DEVELOPMENT COMPANY AND SEARS, ROEBUCK AND CO. WHICH WAS RECORDED ON THE 18TH DAY OF MARCH, 1985 AS DOCUMENT NO. 27477633 AND FILED MARCH 18, 1985 AS DOCUMENT NO. LR3424765, AS AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT DATED OCTOBER 23, 1997 AND RECORDED NOVEMBER 14, 1997 AS DOCUMENT 97855177 AND BY ASSIGNMENT OF RIGHTS IN AND TO EASEMENTS AND AGREEMENTS BY MILWAUKEE GOLF SHOPPING CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY IN FAVOR OF SVAP GOLF MILL RETAIL, L.P., A DELAWARE LIMITED PARTNERSHIP RECORDED AUGUST 21, 2014 AS DOCUMENT NUMBER 1423316041, EXCEPTING THEREFROM ANY PORTION FALLING WITHIN SAID PARCEL 7.

EXHIBIT A-2

Depiction of Phase I Parcels and Phase II Parcels

(Attached)



No.	REVISIONS	DATE	BY
	VILLAGE SCHEMATIC DESIGN SUBMITTAL	02/02/24	ANH

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
767 N. HIGH POINT ROAD, SUITE 600
PALATINE, IL 60067
PHONE: 630-487-9900
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: BMH
DRAWN BY: JMD
CHECKED BY: ANH

OKW Architecture

STERLING ORGANIZATION

EXHIBIT A-2

GOLF MILL MALL REDEVELOPMENT
241 GOLF MILL CTR
NILES, IL 60714 USA

ORIGINAL ISSUE: 02/02/2024
KHA PROJECT NO. 168216011
SHEET NUMBER
A-2

EXHIBIT A-3

PINs of Redevelopment Property and the Small Retail Property which will Serve as the Basis for Establishing Incremental Property Taxes

09-14-108-012-0000	09-14-108-025-0000	09-14-112-015-0000 (ret)
09-14-108-013-0000	09-14-108-026-0000	09-14-112-019-0000 (ret)
09-14-108-020-0000	09-14-108-027-0000	09-14-112-020-0000 (ret)
09-14-108-021-0000	09-14-112-009-0000	09-14-202-007-0000
09-14-112-022-0000	09-14-112-021-0000	

and any PINs created by the division and/or consolidation of such parcels into new tax parcels.

EXHIBIT B

Description of Redevelopment Project and Phases

The Redevelopment Project includes the following phases of development some or all of which may occur concurrently or sequentially:

The Phase I Project consists of the following:

- Acquisition of the Redevelopment Property.
- Construction and/or redevelopment of certain retail improvements which shall include at least 550,000 gross square feet of new, renovated and/or existing retail space consisting of core and shell and improved interior space (the "**Phase I Retail**"). Such construction may, but the Developer is not obligated to, include the development of one or more out lots on the Phase I Parcels. Such out lots may be developed as part of the Phase I Project, during the Phase II Project or not at all depending on market demand.
- Construction of the Phase I Residential Project.
- Upgrade and renovation of the south and east façades of the improvements on the JCP Parcel.
- (1) Demolition of certain improvements on the Phase I Parcels and Phase II Parcels; (2) preparation of a rough graded pad for the Phase I Residential Project; (3) preparation of rough graded pads for future development sites on the Phase II Parcels (each a "**Development Pad**"); (4) construction of all necessary on-site and off-site Public Infrastructure Improvements and Private Infrastructure Improvements for the Phase I Retail Project; (5) construction of (a) all necessary Private Infrastructure Improvements stubbed to the Phase I Residential Project property line and (b) all necessary Public Infrastructure Improvements which may be identified as of the Retail Commencement of Construction; and (6) construction of (a) all necessary Private Infrastructure Improvements stubbed to each Phase II Project Development Pad which collectively shall support the maximum density associated with the development of a 90,000 square foot hospitality hotel, two (2) 300 unit residential buildings and a 61,000 square feet retail/office/medical building and (b) all necessary Public Infrastructure Improvements which may be identified as of the Retail Commencement of Construction. Items (1) through (6) inclusive are collectively referred to herein as the "**Infrastructure and Site Preparation Improvements**").
- Construction of the Water Feature Area and Events Plaza.
- The Developer estimates the total Developer hard costs of the Phase I Retail Project is approximately $65.35 million.

For the purposes of this Agreement, the Phase I Retail Project includes, and is defined as, completion of the Phase I Retail, the Development Pads, the Infrastructure and Site Preparation Improvements and the Water Feature Area and Events Plaza.

The Phase II Project, which may be developed in one or more sub-phases and which may consist of the following:

- Development of one or more of the Development Pads with one or more mixed-use, entertainment buildings, a 90,000 square foot hospitality hotel, two (2) 300 unit, Class A residential buildings* (comparable to Morton Grove Salt Mill Station) and a 61,000 square feet retail/office/medical building. The hotel and retail/office/medical building may require the construction of structured parking to support each building.
- Additional Private Infrastructure Improvements on the Phase II Parcels and Public Infrastructure Improvements required by specific uses on each Development Pad.
- Traffic signal and any street improvements (i.e., a deceleration lane / turning lane) required to be installed as a result of the Phase II Project or any component thereof.

* The Phase II residential buildings shall: (a) have high quality finishes (including upgraded cabinet packages, counter tops, appliances, carpeting and floor finishes) and high quality amenities (including a roof top terrace, a pool, common areas and/or amenity spaces); (b) include structured parking; and (c) be a mix of studio, one bedroom, two bedroom and three bedroom units. The Village, however, shall consider shared amenity spaces, common areas, pools and terraces depending on the nature of any residential buildings that are developed.

The Developer estimates the total hard costs of the Phase II Project at approximately $198.99 million.

EXHIBIT C

Anticipated Project Schedule

- Commence and complete demolition of certain improvements on Phase I Parcel and Phase II Parcel – Q1 2026
- Commence construction of new inline retail, Water Feature Area and Events Plaza, and public/private infrastructure for Phase I Parcel and Phase II Parcel – Q2 2026
- Commence construction of retail outparcels – Q3 2026
- Commence construction of Phase I Residential Project – Q3 2026
- Complete construction of new inline retail, Water Feature Area and Events Plaza, and public/private infrastructure for Phase I Parcel and Phase II Parcel – Q2 2027
- TIF Bond issuance 1 (supported by Phase I Retail Project) – Q2 2027
- Complete construction of retail outparcels – Q2 2027
- TIF Bond issuance 2 (supported by additional retail outparcels) – Q2 2027
- Complete construction of Phase I Residential Project – Q4 2027
- TIF Bond issuance 3 (supported by Phase I Residential Project) – Q4 2027
- Complete development of Phase II Parcels with TIF Bond issuance at completion of each parcel – 2028 – 2031

EXHIBIT D-1

Eligible Costs

	CATEGORY	ESTIMATED BUDGET
1.	Land Acquisition and Assembly	$94,900,000
2.	Site Preparation and Demolition	$30,087,750
3.	Rehabilitation, reconstruction or repair or remodeling of existing buildings, fixtures and leasehold improvements	$15,770,950
4.	Eligible Soft Costs	$5,067,756
5.	Interest Costs	$4,358,909
	TOTAL	$150,185,365

Including:

A. Costs of studies, surveys, development of plans, including, site planning; geotechnical engineering; civil engineering design; traffic engineering design and geometrics; environmental consultant fees and remediation costs incurred to remove any contamination found on the Redevelopment Property, subject to the limitation that these services do not relate to the design of any buildings or any vertical construction of buildings on the Redevelopment Property.

B. Legal fees relating to all aspects of the land use entitlement process, the creation of TIF District; and the negotiation of the Redevelopment Agreement (but not including legal fees relating to construction contracts for the construction of the on-site Improvements or the construction of buildings on the Redevelopment Property and legal fees relating to the leasing of the Redevelopment Project).

C. On-site construction hard costs including pavement removal and reconstruction, earth moving, erosion control, and site grading.

D. Allocable permit, inspection, water and sewer connection and other fees payable to the Village, Cook County and other units of local government, but specifically excluding fees related to any vertical construction of buildings on the Redevelopment Property and the construction of individual utility service lines to any building.

EXHIBIT D-2

Phase I Retail Project Budget and Phase II Project Budget

(Attached)

Golf Mill Town Center Phase 1 Redevelopment Budget

	Qty	Units	Unit Cost	Budget
Land Acquisition				
Purchase of land	79.3	acres	$1,166,456	$92,500,000
Closing costs				$2,400,000
Total: Land Acquisition and Closing				$94,900,000
Demolition and Sitework				
New Retail and Future OP sitework	21.4	acres	$665,000	$14,499,730
Offsite - Traffic Control				834,000
Central Plaza Hardscape and Amenities	35,000	sf	23	913,750
Sold Parcels Sitework (master infrastructure)	24.5	acres	225,000	10,192,039
Sears Autocenter Environmental Cleanup	1	ls	450,000	450,000
Mall Abatement and Demolition (incl. Sears)	738,000	ls	8	6,323,933
Office Building Abatement and Demolition	50,000	sf	9	613,979
Sitework Contingency	10%	%	33,827,431	3,382,743
Total: Demolition and Sitework				$37,210,174
Building Costs				
Former Kohls 2nd Floor - Shell Delivery	45,000	sf	50	$2,308,121
Value City Furniture / North Mall - Reconfiguration	43,500	sf	120	7,911,021
Future Outparcels - Shell Cost	36,700	sf	235	9,520,292
Retail JB (Entertainment) - Shell and LLW	12,000	sf	120	2,023,080
Plaza Small Retail and Restaurants	54,000	sf	150	5,778,220
Second Floor Office Space	15,000	sf	125	2,213,459
Existing Tenant Facades	700	lf	2,500	4,854,916
Building Costs Contingency	10%	%	34,609,109	3,460,911
Total: Building Costs				$38,070,020
Tenant Improvements				
VACANT New Office O1	15,000	sf	60	$900,000
VACANT New Retail D1	15,000	sf	60	$900,000
VACANT New Restaurant F	5,000	sf	60	300,000
VACANT New Restaurant G	5,000	sf	60	300,000
VACANT New Retail JA	18,000	sf	60	1,080,000
VACANT New Retail JB	12,000	sf	40	480,000
VACANT New Retail L	7,630	sf	50	381,500
VACANT New OP1	4,000	sf	60	240,000
VACANT New OP2	2,500	sf	60	150,000

VACANT New OP3	6,000	sf	60	360,000
VACANT New OP4	3,300	sf	60	198,000
VACANT New OP5	5,700	sf	60	342,000
VACANT New OP6	4,000	sf	60	240,000
VACANT New OP7	4,600	sf	60	276,000
VACANT New OP8	4,600	sf	60	276,000
VACANT New OP9	2,000	sf	60	120,000
	114,330			
Former Kohl's: Tenant Improvement				
VACANT 2003B	45,000	sf	20	900,000
				-
North Mall: Tenant Improvement				-
VACANT New Retail B	9,500	sf	50	475,000
VACANT New Retail E	20,000	sf	50	1,000,000
VACANT New Retail D3	14,000	sf	50	700,000
VACANT New Retail D2	11,000	sf	50	550,000
All Other TI Allowances				-
Total: Tenant Improvements				$10,168,500
Leasing Commissions				
VACANT New Office O1	15,000	sf	10.16	152,347
VACANT New Retail D1	15,000	sf	10.16	152,347
VACANT New Restaurant F	5,000	sf	12.7	63,478
VACANT New Restaurant G	5,000	sf	12.7	63,478
VACANT New Retail JA	18,000	sf	11.43	205,668
VACANT New Retail JB	12,000	sf	6.98	83,791
VACANT New Retail L	7,630	sf	8.25	62,964
VACANT New OP1	4,000	sf	29.2	116,792
VACANT New OP2	2,500	sf	29.2	72,995
VACANT New OP3	6,000	sf	29.2	175,189
VACANT New OP4	3,300	sf	29.2	96,354
VACANT New OP5	5,700	sf	29.2	166,429
VACANT New OP6	4,000	sf	29.2	116,792
VACANT New OP7	4,600	sf	22.56	103,786
VACANT New OP8	4,600	sf	22.56	103,786
VACANT New OP9	2,000	sf	29.2	58,396
Former Kohl's: Leasing Commissions				
VACANT 2003B	45,000	sf	6.83	307,125
				-
North Mall: Leasing Commissions				
VACANT New Retail B	9,500	sf	13.27	126,083
VACANT New Retail E	20,000	sf	8.49	169,880
VACANT New Retail D3	14,000	sf	10.62	148,645
VACANT New Retail D2	11,000	sf	11.68	128,472
All Other Leasing Commissions				-
Total: Leasing Commissions				$2,674,797

Soft Costs and Financing				
Permit Fees (2% of Hard Costs)	1.75%	%	29,259,500	512,041
Legal (TIF)				500,000
Legal (PSA, Leases, Construction Contracts)				500,000
Civil Engineering				350,000
Testing and Surveying				250,000
Architecture & Engineering	5	sf	159,330	796,650
Soft Costs Contingency	10.00%	%	2,908,691	290,869
Debt Financing (Developer's interest cost)				14,529,697
Redevelopment Fees (Developer fee)	3.0%		62,273,200	2,258,406
Total: Soft Costs				$19,987,663
Other Redevelopment Costs				
Tenant Approval Payments				1,000,000
Total: Other Redevelopment Costs				$1,000,000
Total Cost: Golf Mill Town Center Phase 1 Redevelopment				$204,011,154
Total Redevelopment Budget				$204,011,154

Total Phase 2 Development Budget[1, 2]

CATEGORY	ESTIMATED BUDGET
Parcel II Multi-family Building 1	
Hard Cost and Site Work	$80,100,000
Soft Costs	$16,020,000
Parcel II Multi-family Building 1 Subtotal	*$96,120,000*
Parcel III - Multi-family Building 2	
Hard Cost and Site Work	$82,500,000
Soft Costs	$16,500,000
Parcel III Multi-family Building 2 Subtotal	*$99,000,000*
Parcel IV Retail - Medical Office Building	
Hard Cost and Site Work	$14,790,000
Soft Costs	$2,958,000
Parcel IV Retail - Medical Office Building Subtotal	*$17,748,000*
Parcel V Hotel	
Hard Cost and Site Work	$21,600,000
Soft Costs	$4,320,000
Parcel V Hotel Subtotal	*$25,920,000*
GRAND TOTAL	$238,788,000

NOTES:

1 This Phase 2 budget is based on Applicant's business plan and proposed concept plans as of April 2022, subject to change based on a more detailed design phase, current market conditions, and Village approvals.

2 Actuals may vary and are subject to market changes as subsequent developers purchase and begin work on Phase 2 parcels.

EXHIBIT E-1

Architectural Concept Plans for the Phase I Redevelopment Project

(Attached)



OKW Architects

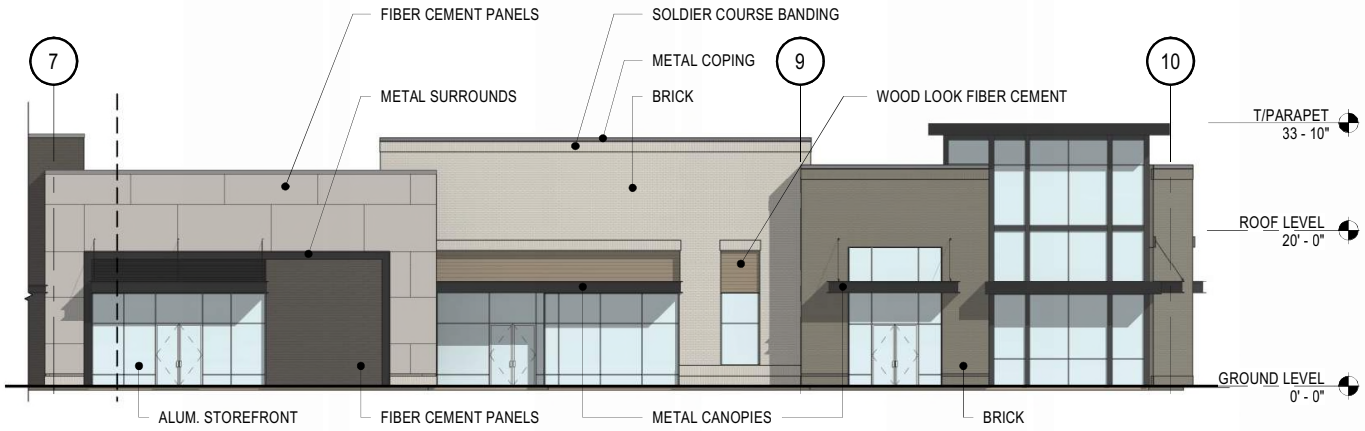
OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

STERLING
ORGANIZATION

GOLF MILL MIXED USE

239 N. Milwaukee Ave,Niles, IL

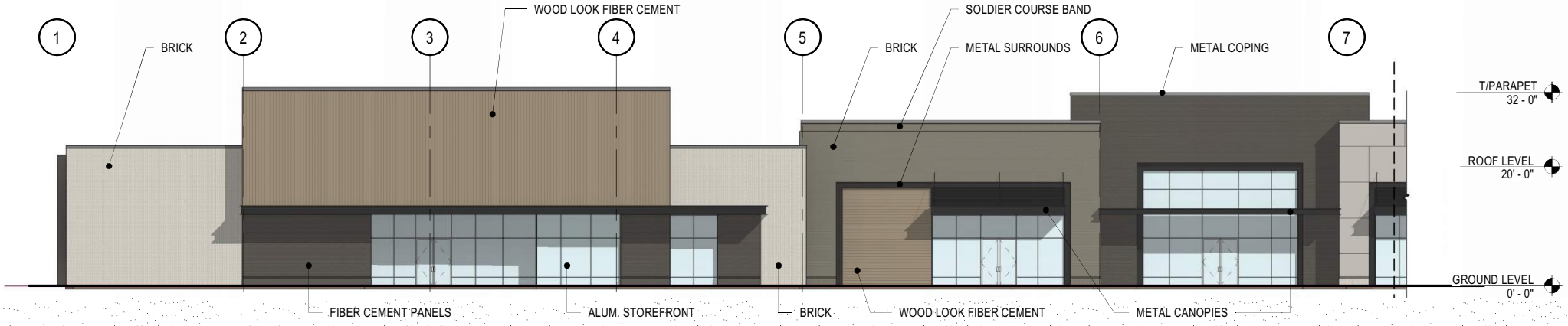
February 02, 2024 Project #: 20012





2/02 BUILDING J - PARTIAL ELEVATION - EAST

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



1/02 BUILDING J - PARTIAL ELEVATION - EAST

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

OKW Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

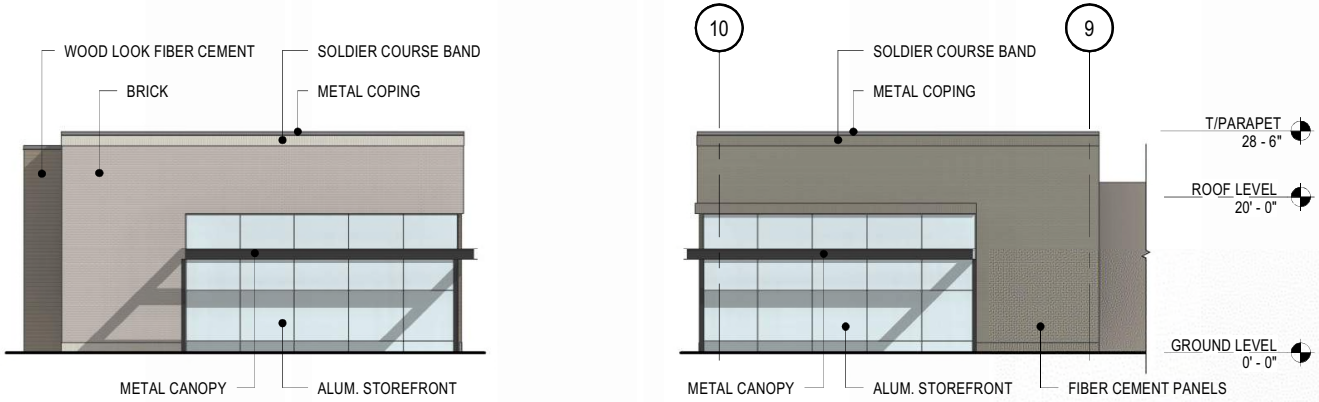
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GOLF MILL MIXED USE

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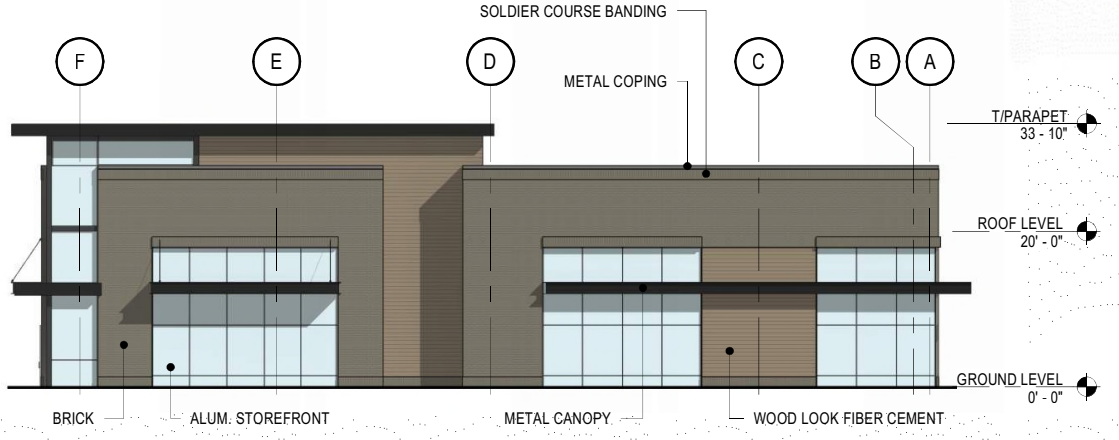
February 02, 2024 Project #: 20012

667



2/03 BUILDING J & F - ELEVATION - WEST

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



1/03 BUILDING J - ELEVATION - NORTH

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

OKW Architects

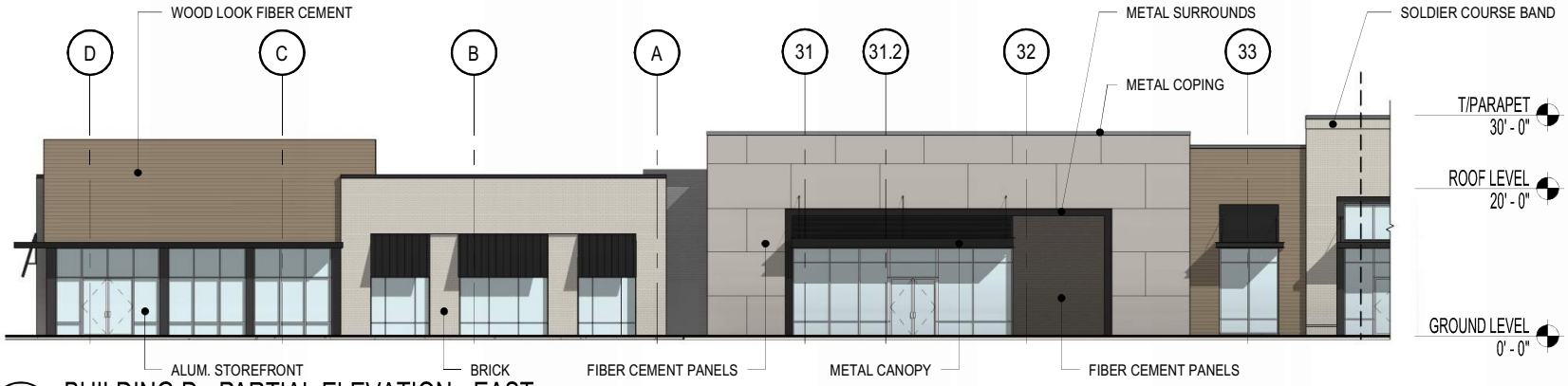
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Chicago, IL 60661

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GOLF MILL MIXED USE

239 N. Milwaukee Ave,Niles, IL

February 02, 2024 Project #: 20012



2 / 002 BUILDING D - PARTIAL ELEVATION - EAST

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



1 / 002 BUILDING D & E - PARTIAL ELEVATION - EAST

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

OKW Architects

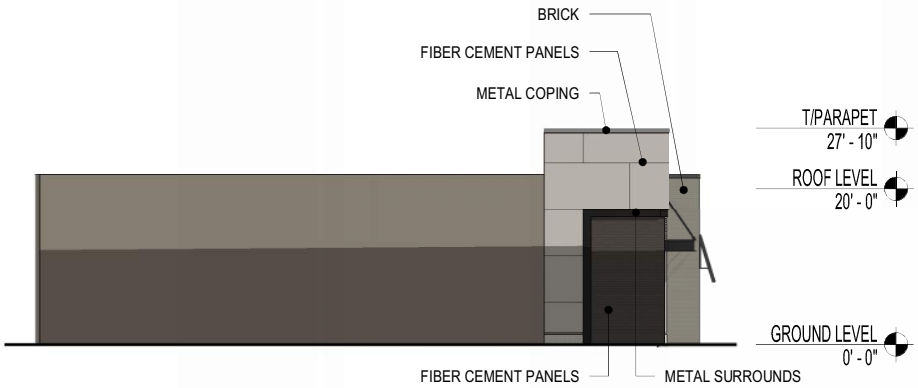
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Chicago, IL 60661

STERLING ORGANIZATION

GOLF MILL MIXED USE

239 N. Milwaukee Ave,Niles, IL

February 02, 2024 Project #: 20012



2/003 BUILDING D - ELEVATION - WEST

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



1/003 BUILDING D - ELEVATION - SOUTH

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

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Chicago, IL 60661

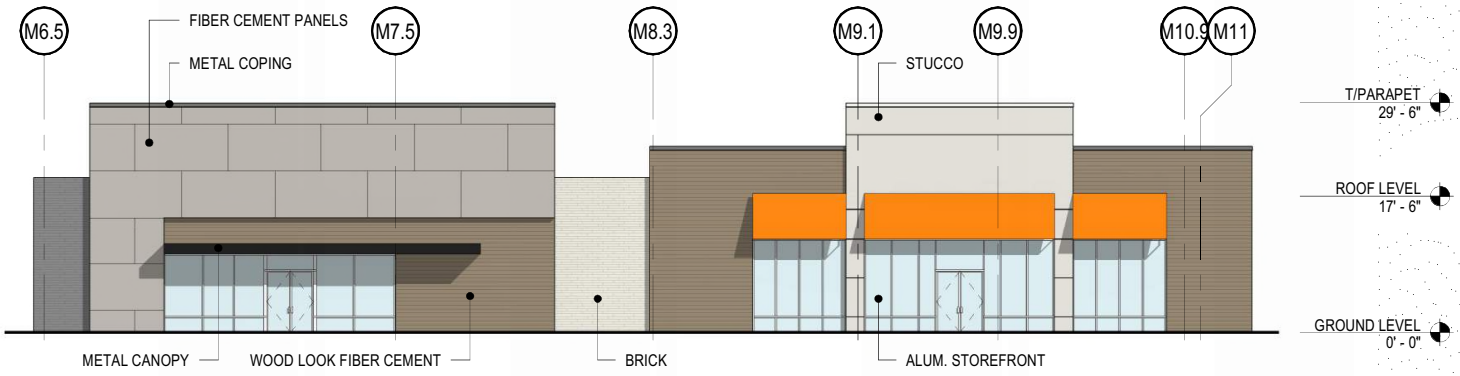
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GOLF MILL MIXED USE

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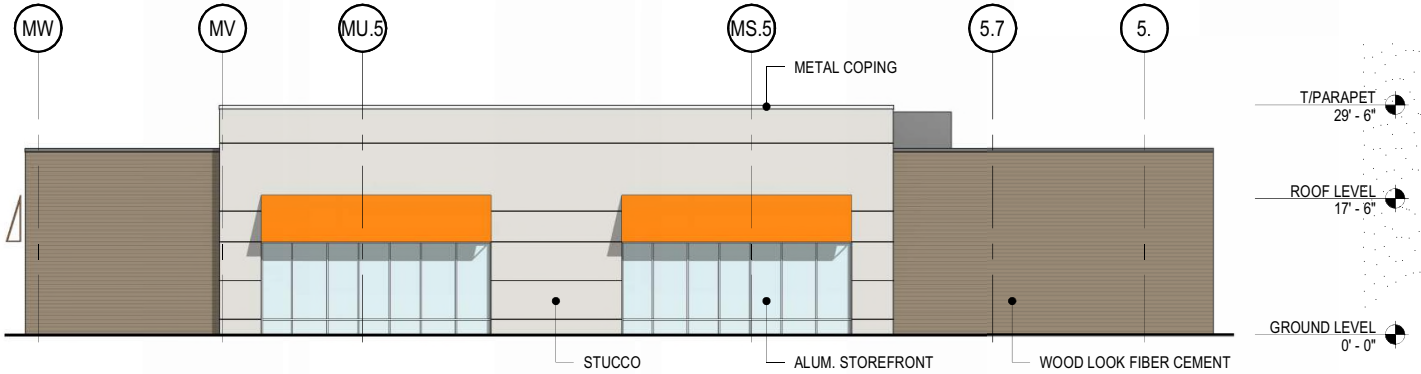
February 02, 2024 Project #: 20012

670



2/4 BUILDING L & K (ULTA) - ELEVATION - EAST

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



1/4 BUILDING K (ULTA) - ELEVATION - NORTH

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

OKW Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

STERLING ORGANIZATION

GOLF MILL MIXED USE

239 N. Milwaukee Ave,Niles, IL

February 02, 2024 Project #: 20012

671

EXHIBIT E-2

Civil Engineering Concept Plans for the Phase I Redevelopment Project

(Attached)

CONCEPTUAL ENGINEERING PACKAGE

GOLF MILL MALL

241 GOLF MILL CTR
NILES, IL 60714

Call Before You Dig
JULIE
1-800-892-0123

UTILITY AND GOVERNING AGENCY CONTACTS

ENGINEERING DEPARTMENT
VILLAGE OF NILES
1000 CIVIC CENTER DRIVE
NILES, IL 60714
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8755 WEST HIGGINS ROAD, SUITE 835
CHICAGO, IL 60631
TEL: (773) 693-9200
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METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO
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CHICAGO, IL 60611
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SANITARY SEWER SERVICE
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DISTRICT OF GREATER CHICAGO
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WATER SERVICE
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ROADWAY AUTHORITY
ILLINOIS DEPARTMENT OF TRANSPORTATION
REGION ONE
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SCHAUMBURG, IL 60196-1096
TEL: (847) 705-41.32
CONTACT: JONATHAN KARABOWICZ, P.E.

POWER COMPANY
COMED
TEL: (630) 576-7094

NATURAL GAS COMPANY
NICOR GAS
EMAIL: GASMAPS@NICOR.COM

TELEPHONE
AT&T
TEL: (800) 225-5228
EMAIL: G11629@ATT.COM

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DIRECT: (561) 812-7480
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CONTACT: DUSTIN HICKS

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ECS MIDWEST, LLC
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CONTACT: WILSON ANTHONY SMITH JR., PE

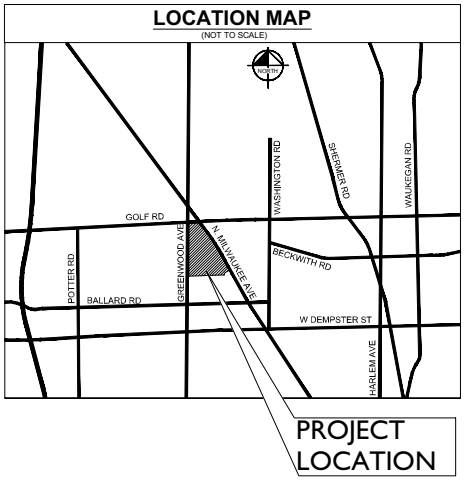
TRAFFIC ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
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TEL: (630) 487-5550
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CIVIL ENGINEER
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CONTACT: ANDREW HEINEN, PE
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CONTACT: DANIEL GROVE, PLA

SURVEYOR
COMPASS SURVEYING LTD
2631 GINGER WOODS PKWY, SUITE 100
AURORA, IL 60502
EMAIL: ADMIN@CLSURVEYING.COM
CONTACT: DANIEL W. WALTER, PLS

LOCATION MAP
(NOT TO SCALE)



Sheet List Table	
Sheet Number	Sheet Title
0-0	COVER SHEET
0-1	OVERALL SITE PLAN
A-2	WATERMAIN EXHIBIT
B-2	SANITARY EXHIBIT
C-2	STORM EXHIBIT
D-1	GRADING EXHIBIT
E-1	STORMWATER DETENTION EXHIBIT
L-100	OVERALL LANDSCAPE PLAN
L-101	LANDSCAPE PLAN
L-102	LANDSCAPE PLAN
L-103	LANDSCAPE PLAN
L-104	LANDSCAPE PLAN
L-105	LANDSCAPE NOTES & DETAILS

No.	REVISIONS	DATE	BY
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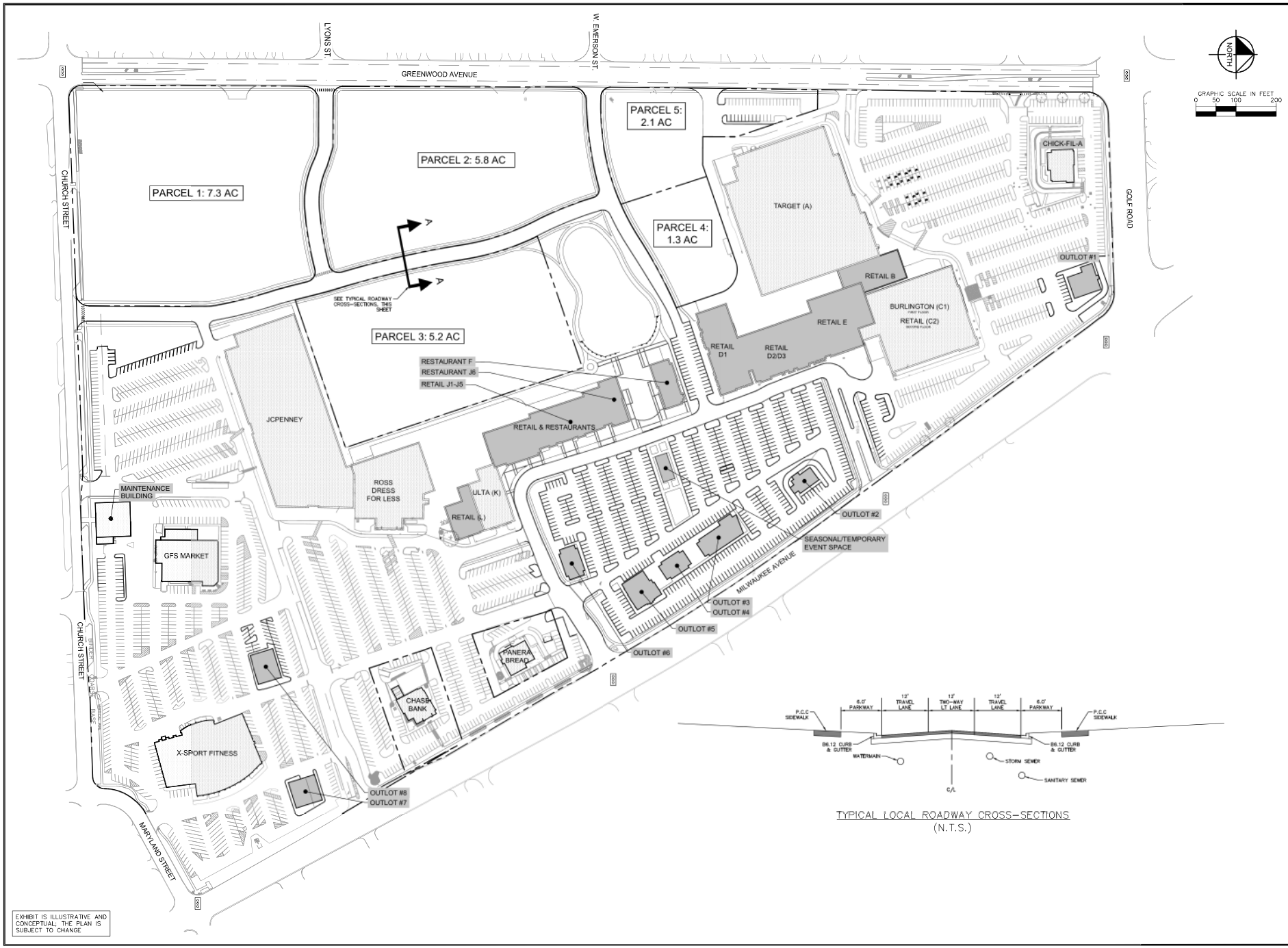
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STERLING ORGANIZATION

COVER SHEET

GOLF MILL MALL REDEVELOPMENT
241 GOLF MILL CTR
NILES, IL 60714 USA

ORIGINAL ISSUE: 02/02/2024
KHA PROJECT NO. 168216011
SHEET NUMBER
0-0



TYPICAL LOCAL ROADWAY CROSS-SECTIONS
(N.T.S.)

EXHIBIT IS ILLUSTRATIVE AND CONCEPTUAL; THE PLAN IS SUBJECT TO CHANGE

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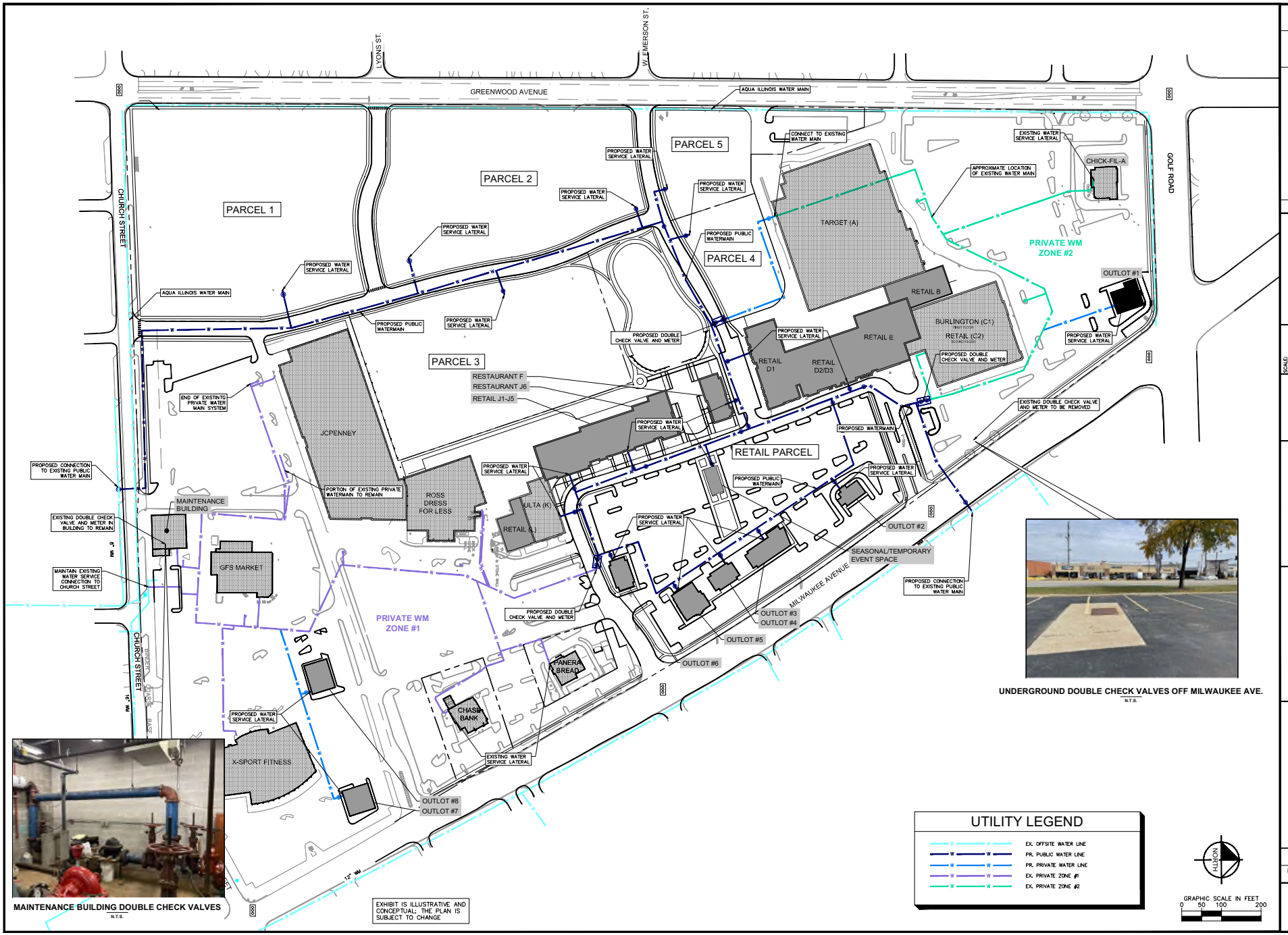
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OVERALL SITE PLAN

GOLF MILL MALL REDEVELOPMENT
241 GOLF MILL CTR
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KHA PROJECT NO. 168216011
SHEET NUMBER
0-1



UNDERGROUND DOUBLE CHECK VALVES OFF MILWAUKEE AVE.
N.T.S.

MAINTENANCE BUILDING DOUBLE CHECK VALVES
N.T.S.

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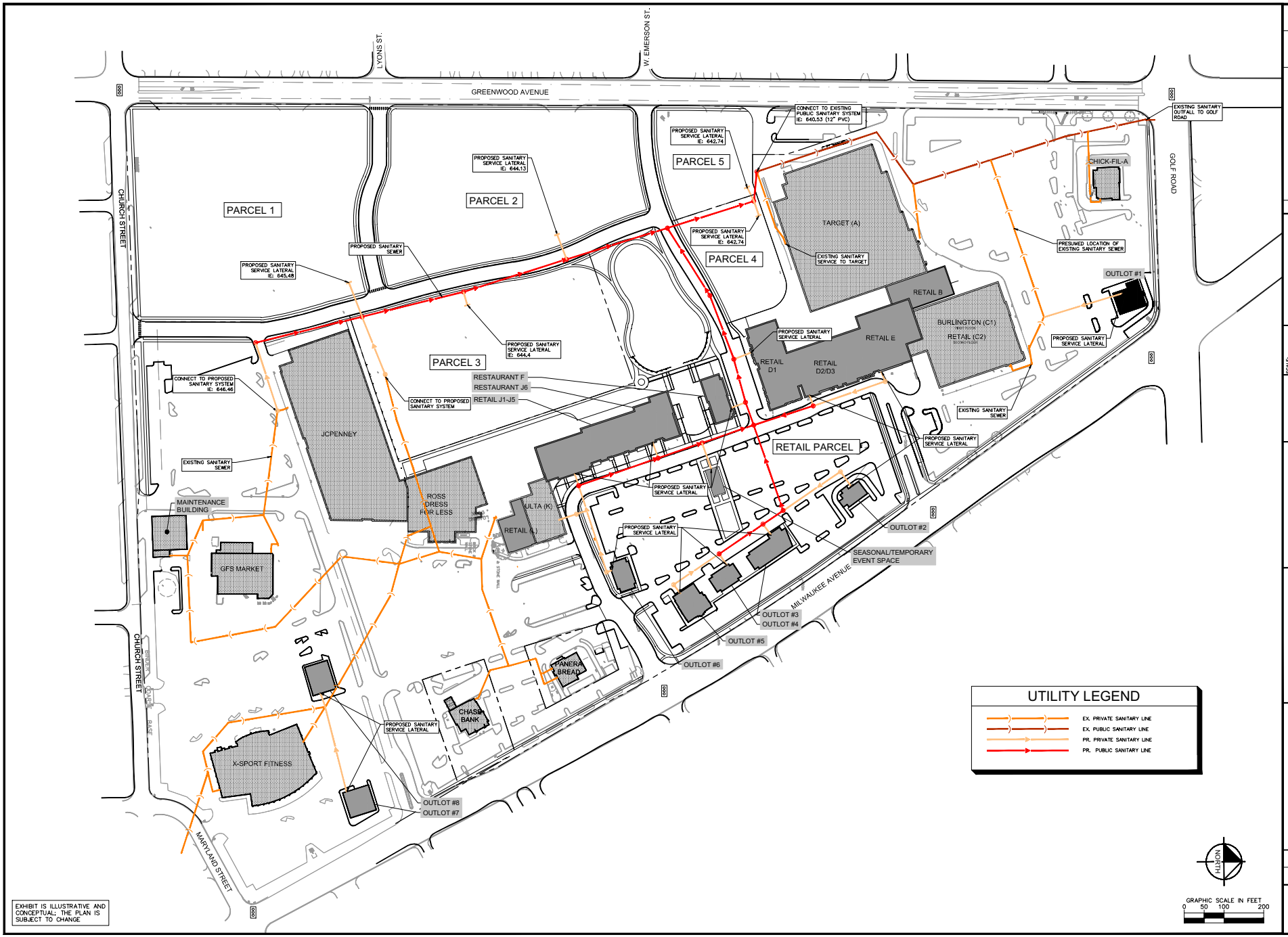
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WATERMAIN EXHIBIT

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KHA PROJECT NO. 168216011
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A-2



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WARREN, NJ 07059
PHONE: 908-516-8850
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CHECKED BY: ANH

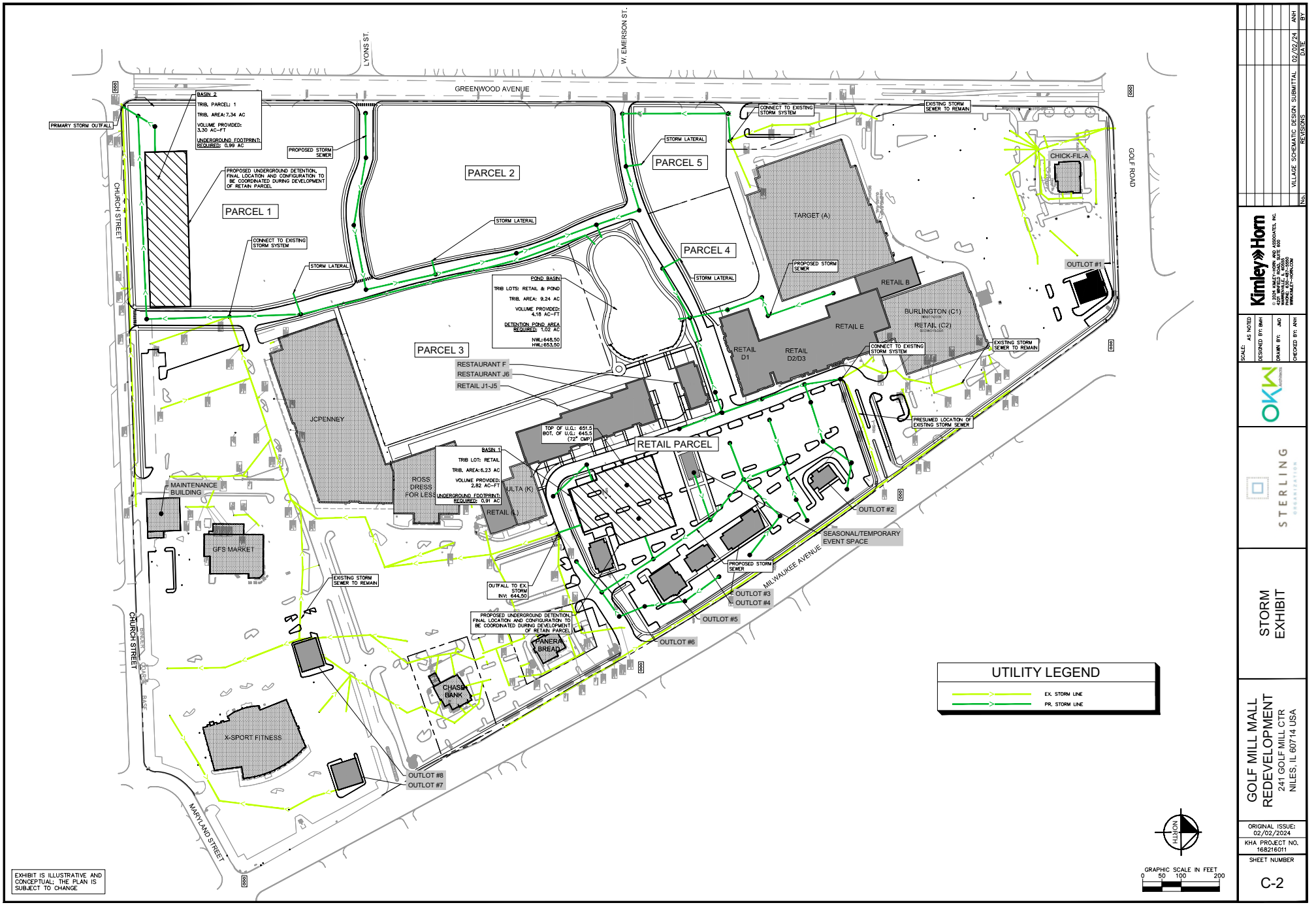
OKW ARCHITECTURE

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SANITARY EXHIBIT

GOLF MILL MALL REDEVELOPMENT
241 GOLF MILL CTR
NILES, IL 60714 USA

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KHA PROJECT NO. 168216011
SHEET NUMBER
B-2



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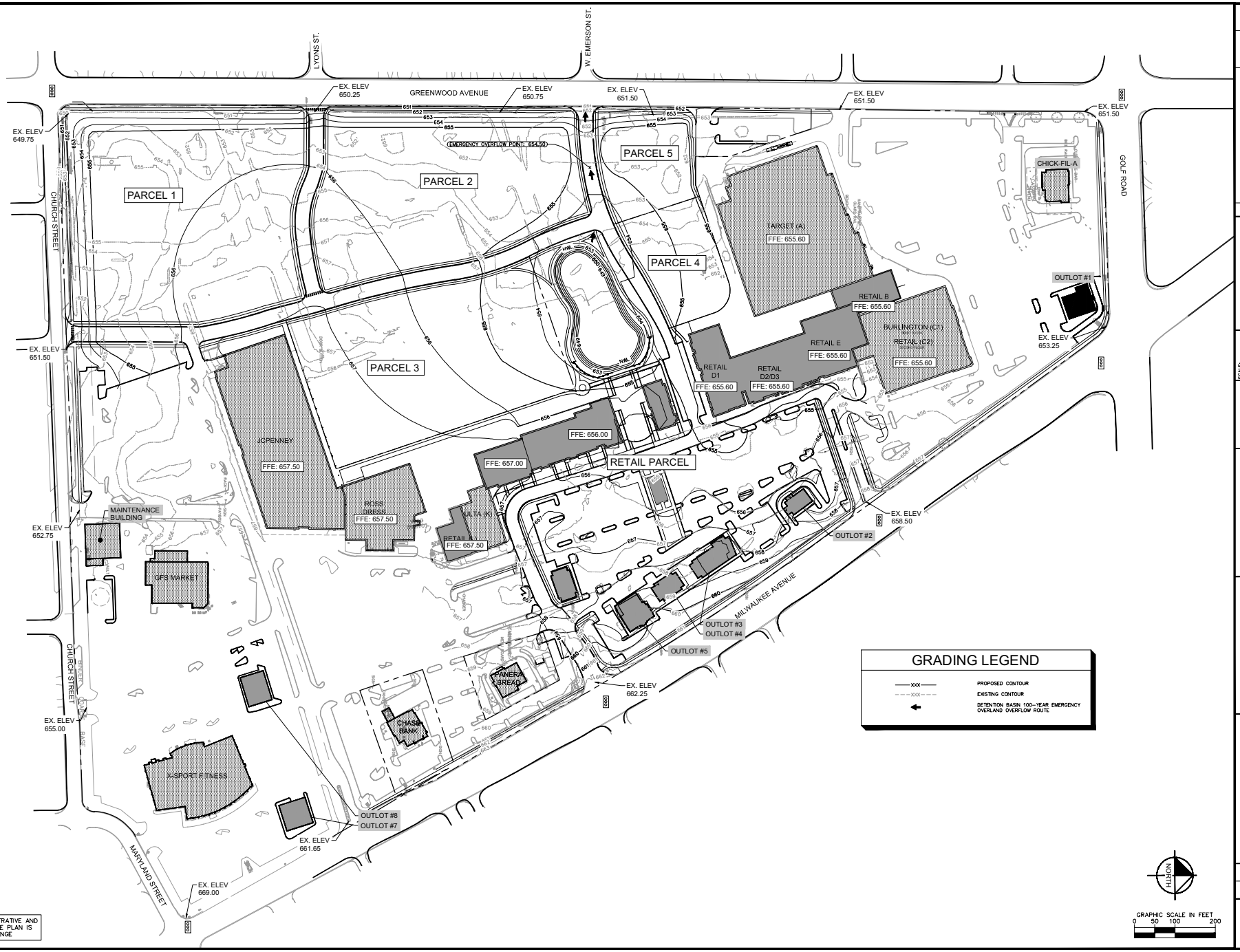
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STORM EXHIBIT

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NILES, IL 60714 USA

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KHA PROJECT NO. 168216011
SHEET NUMBER
C-2



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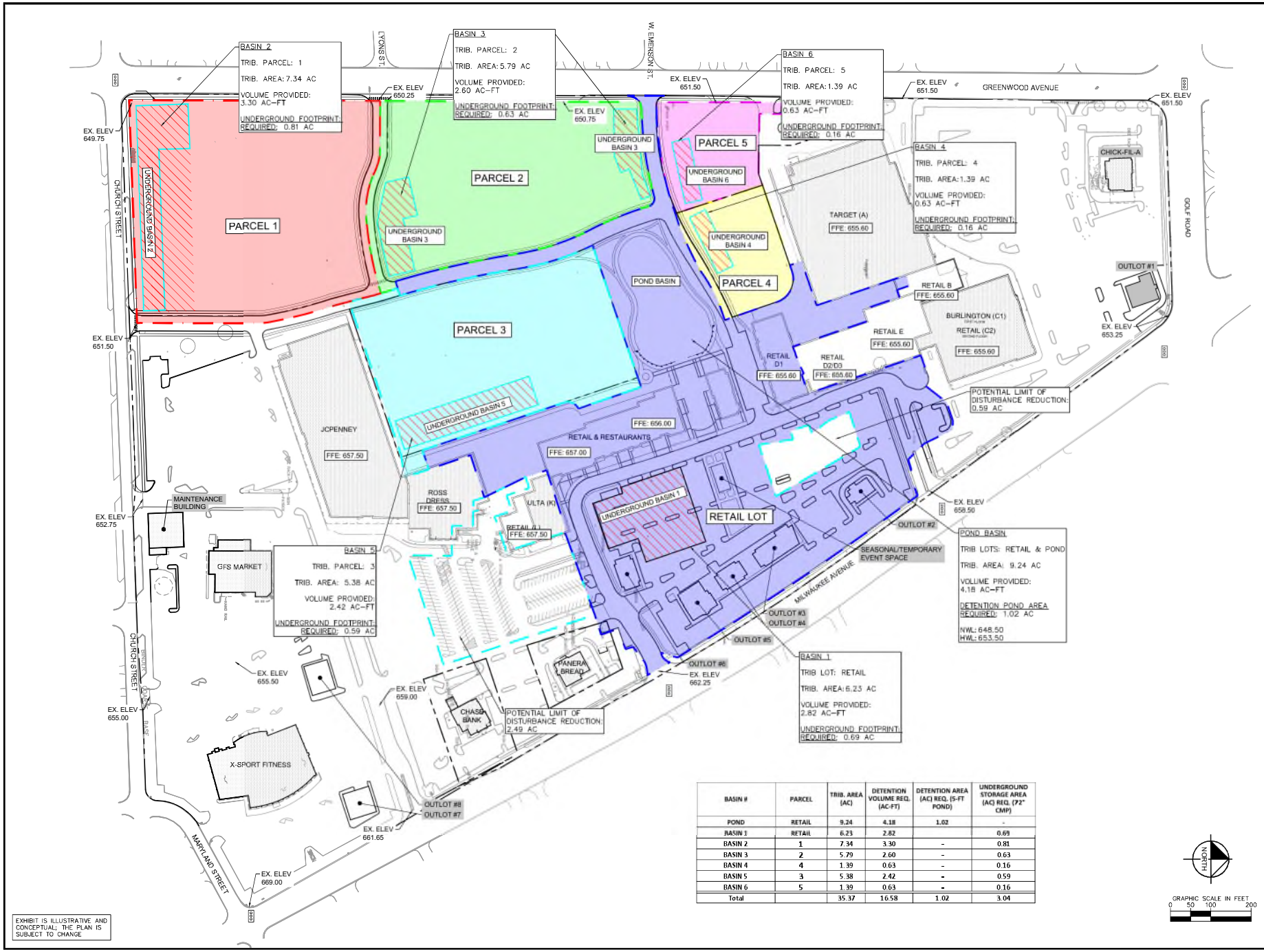
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CONCEPTUAL GRADING EXHIBIT

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SHEET NUMBER
D-1



BASIN #	PARCEL	TRIB. AREA (AC)	DETENTION VOLUME REQ. (AC-FT)	DETENTION AREA (AC) REQ. (5-FT POND)	UNDERGROUND STORAGE AREA (AC) REQ. (72" CMP)
POND	RETAIL	9.24	4.18	1.02	-
BASIN 1	RETAIL	6.23	2.82		0.69
BASIN 2	1	7.34	3.30	-	0.81
BASIN 3	2	5.79	2.60	-	0.63
BASIN 4	4	1.39	0.63	-	0.16
BASIN 5	3	5.38	2.42	-	0.59
BASIN 6	5	1.39	0.63	-	0.16
Total		35.37	16.58	1.02	3.04

EXHIBIT IS ILLUSTRATIVE AND CONCEPTUAL; THE PLAN IS SUBJECT TO CHANGE

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CHECKED BY: ANH

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STORMWATER DETENTION EXHIBIT

GOLF MILL MALL REDEVELOPMENT
241 GOLF MILL CTR
NILES, IL 60714 USA

ORIGINAL ISSUE: 02/02/2024
KHA PROJECT NO. 168216011
SHEET NUMBER
E-1

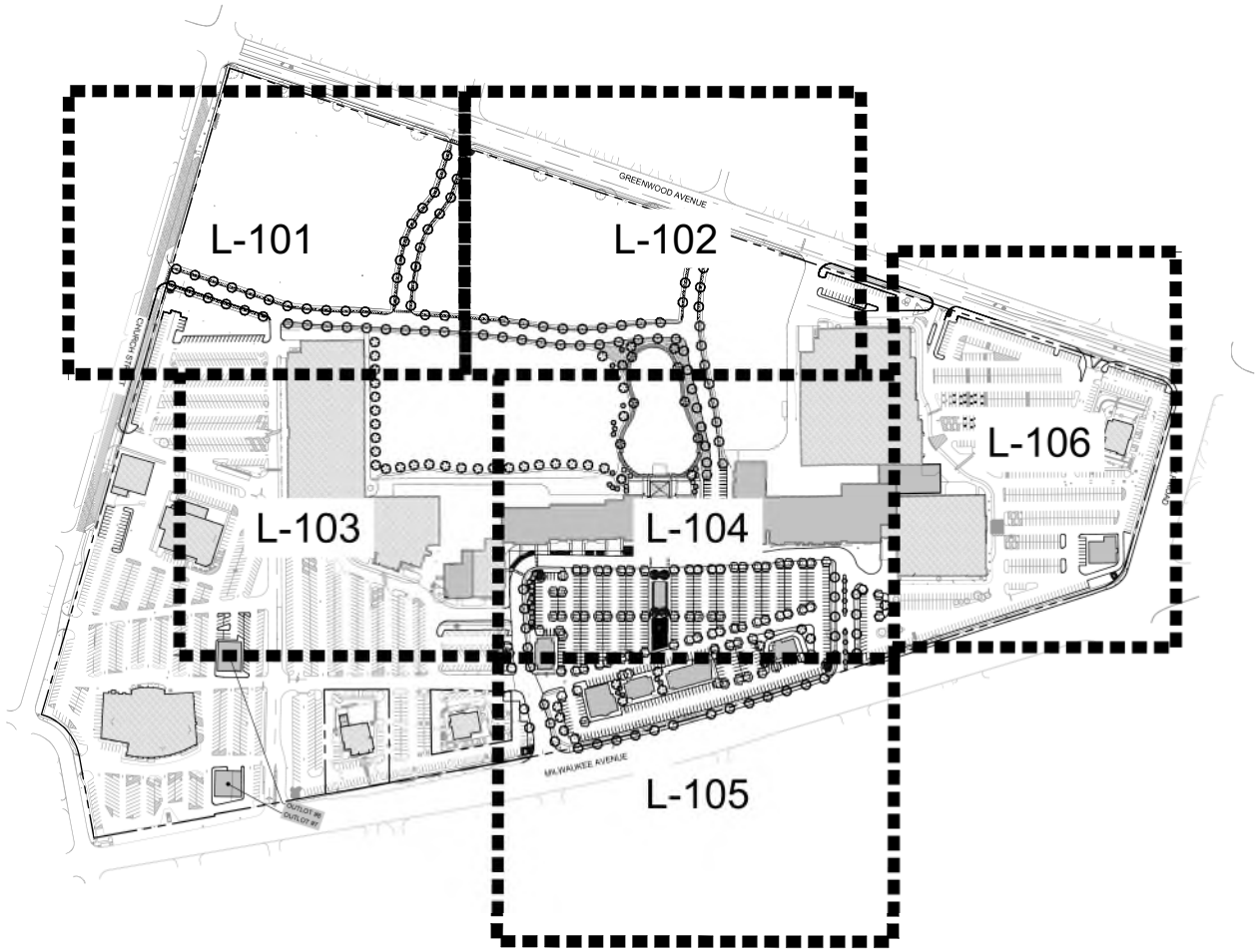
EXHIBIT E-3

RESERVED

EXHIBIT E-4

Landscape and Maintenance Plan for the Phase I Retail Redevelopment Project

(Attached)



NORTH

GRAPHIC SCALE IN FEET
0 75 150 300

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OVERALL LANDSCAPE PLAN

GOLF MILL MALL REDEVELOPMENT
241 GOLF MILL CTR
NILES, IL 60714 USA

ORIGINAL ISSUE: 02/02/2024
KHA PROJECT NO. 168215011
SHEET NUMBER
L-100



NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

CONCEPT PLANT SCHEDULE

- ORNAMENTAL PARKWAY TREE
- PARKWAY TREE
- CANOPY TREE - PARKING LOT
- CANOPY TREE - INTERNAL SITE
- ORNAMENTAL TREE - INTERNAL SITE
- EVERGREEN TREE - INTERNAL SITE
- SHRUBS, PERENNIALS, AND ORNAMENTALS GRASSES
- SYNTHETIC TURF PLAYGROUND SURFACE
- WET TO MESIC SEED AND PLUGS

LANDSCAPE NOTES

1. PARKWAY CANOPY TREE, SPACED 50' O.C. TYP.
2. PARKWAY ORNAMENTAL TREE, TYP.
3. PARKING LOT CANOPY TREE, TYP.
4. INTERNAL SITE CANOPY TREE, TYP.
5. INTERNAL SITE ORNAMENTAL TREE, TYP.
6. INTERNAL SITE EVERGREEN TREE, TYP.
7. SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES, TYP.
8. TURF LAWN, TYP.
9. RAISED CURB PLANTER, TYP.
10. MONUMENT SIGNAGE, TYP.
11. STRING LIGHTS, TYP.
12. PARKING ISLAND WITH GROUNDCOVER PLANTINGS, TYP.
13. PAVILION, BY OTHERS.
14. TINTED CONCRETE BANDING, TYP.
15. EXISTING PYLON SIGN, TYP.
16. PROPOSED PYLON SIGN, TYP.
17. WET TO MESIC SEED AND PLUGS, TYP.
18. TINTED AND STAMPED "WOOD LOAN" CONCRETE, TYP.
19. SCORED CONCRETE, TYP.
20. RAISED CONCRETE SEATWALL, TYP.
21. RAISED CONCRETE SEATWALL W/ MOUNTED WOOD BENCH, TYP.
22. SYNTHETIC TURF PLAYGROUND SURFACE, TYP.
23. PLAYGROUND EQUIPMENT, TYP.
24. TRASH RECEPTACLE, TYP.

EXHIBIT IS ILLUSTRATIVE AND CONCEPTUAL; THE PLAN IS SUBJECT TO CHANGE

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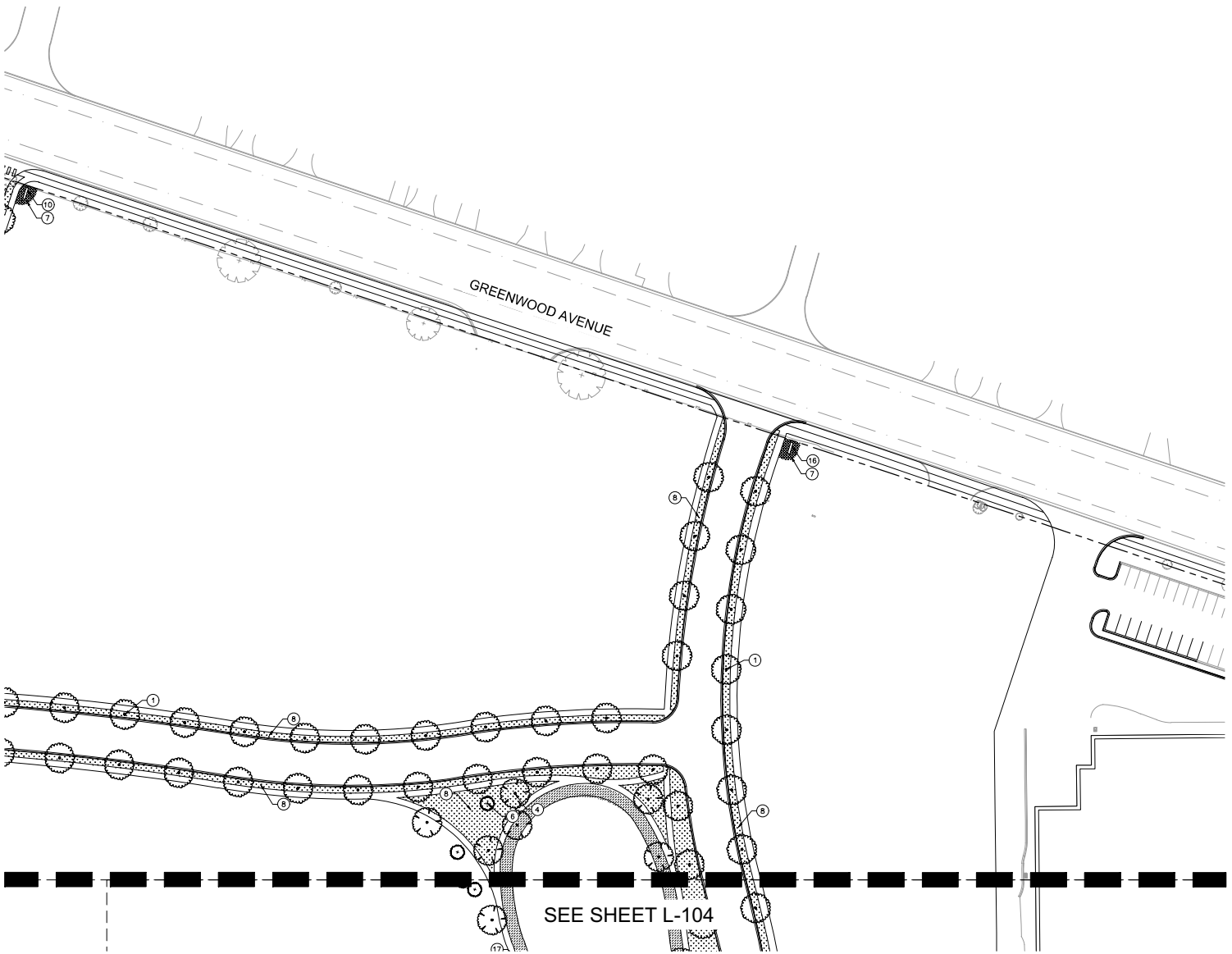
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SCALE: AS NOTED
DESIGNED BY: BMH
DRAWN BY: JMD
CHECKED BY: ANH

GOLF MILL MALL REDEVELOPMENT
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NILES, IL 60714 USA

LANDSCAPE PLAN

ORIGINAL ISSUE: 02/02/2024
KHA PROJECT NO. 168216011
SHEET NUMBER
L-101



GRAPHIC SCALE IN FEET
0 20 40 80

CONCEPT PLANT SCHEDULE

- ORNAMENTAL PARKWAY TREE
- PARKWAY TREE
- CANOPY TREE - PARKING LOT
- CANOPY TREE - INTERNAL SITE
- ORNAMENTAL TREE - INTERNAL SITE
- EVERGREEN TREE - INTERNAL SITE
- SHRUBS, PERENNIALS, AND ORNAMENTALS GRASSES
- SYNTHETIC TURF PLAYGROUND SURFACE
- WET TO MESIC SEED AND PLUGS

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5. INTERNAL SITE ORNAMENTAL TREE, TYP.
6. INTERNAL SITE EVERGREEN TREE, TYP.
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8. TURF LAWN, TYP.
9. RAISED CURB PLANTER, TYP.
10. MONUMENT SIGNAGE, TYP.
11. STRING LIGHTS, TYP.
12. PARKING ISLAND WITH GROUNDCOVER PLANTINGS, TYP.
13. PAVILION, BY OTHERS.
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15. EXISTING PYLON SIGN, TYP.
16. PROPOSED PYLON SIGN, TYP.
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19. SCORED CONCRETE, TYP.
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21. RAISED CONCRETE SEATWALL W/ MOUNTED WOOD BENCH, TYP.
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23. PLAYGROUND EQUIPMENT, TYP.
24. TRASH RECEPTACLE, TYP.

EXHIBIT IS ILLUSTRATIVE AND CONCEPTUAL; THE PLAN IS SUBJECT TO CHANGE

No.	REVISIONS	DATE	BY
	VILLAGE SCHEMATIC DESIGN SUBMITTAL	02/02/24	ANH

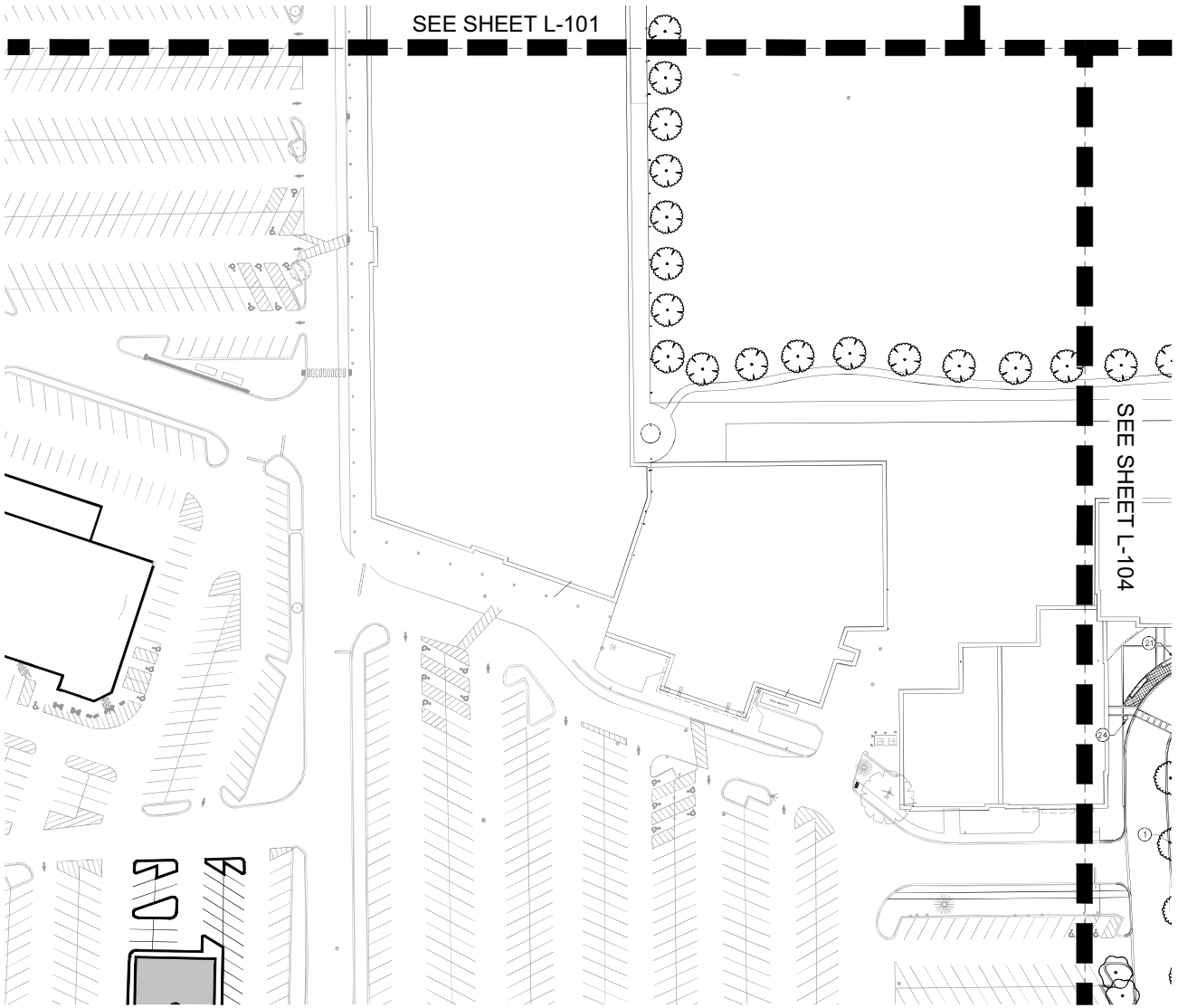
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SCALE: AS NOTED
DESIGNED BY: BMH
DRAWN BY: JMD
CHECKED BY: ANH

LANDSCAPE PLAN

GOLF MILL MALL REDEVELOPMENT
241 GOLF MILL CTR
NILES, IL 60714 USA

ORIGINAL ISSUE: 02/02/2024
KHA PROJECT NO. 168216011
SHEET NUMBER
L-102



NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

CONCEPT PLANT SCHEDULE

- ORNAMENTAL PARKWAY TREE
- PARKWAY TREE
- CANOPY TREE - PARKING LOT
- CANOPY TREE - INTERNAL SITE
- ORNAMENTAL TREE - INTERNAL SITE
- EVERGREEN TREE - INTERNAL SITE
- SHRUBS, PERENNIALS, AND ORNAMENTALS GRASSES
- SYNTHETIC TURF PLAYGROUND SURFACE
- WET TO MESIC SEED AND PLUGS

LANDSCAPE NOTES

1. PARKWAY CANOPY TREE, SPACED 50' O.C. TYP.
2. PARKWAY ORNAMENTAL TREE, TYP.
3. PARKING LOT CANOPY TREE, TYP.
4. INTERNAL SITE CANOPY TREE, TYP.
5. INTERNAL SITE ORNAMENTAL TREE, TYP.
6. INTERNAL SITE EVERGREEN TREE, TYP.
7. SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES, TYP.
8. TURF LAWN, TYP.
9. RAISED CURB PLANTER, TYP.
10. MONUMENT SIGNAGE, TYP.
11. STRING LIGHTS, TYP.
12. PARKING ISLAND WITH GROUNDCOVER PLANTINGS, TYP.
13. PAVILION, BY OTHERS.
14. TINTED CONCRETE BANDING, TYP.
15. EXISTING PYLON SIGN, TYP.
16. PROPOSED PYLON SIGN, TYP.
17. WET TO MESIC SEED AND PLUGS, TYP.
18. TINTED AND STAMPED "WOOD LOAN" CONCRETE, TYP.
19. SCORED CONCRETE, TYP.
20. RAISED CONCRETE SEATWALL, TYP.
21. RAISED CONCRETE SEATWALL W/ MOUNTED WOOD BENCH, TYP.
22. SYNTHETIC TURF PLAYGROUND SURFACE, TYP.
23. PLAYGROUND EQUIPMENT, TYP.
24. TRASH RECEPTACLE, TYP.

EXHIBIT IS ILLUSTRATIVE AND CONCEPTUAL; THE PLAN IS SUBJECT TO CHANGE

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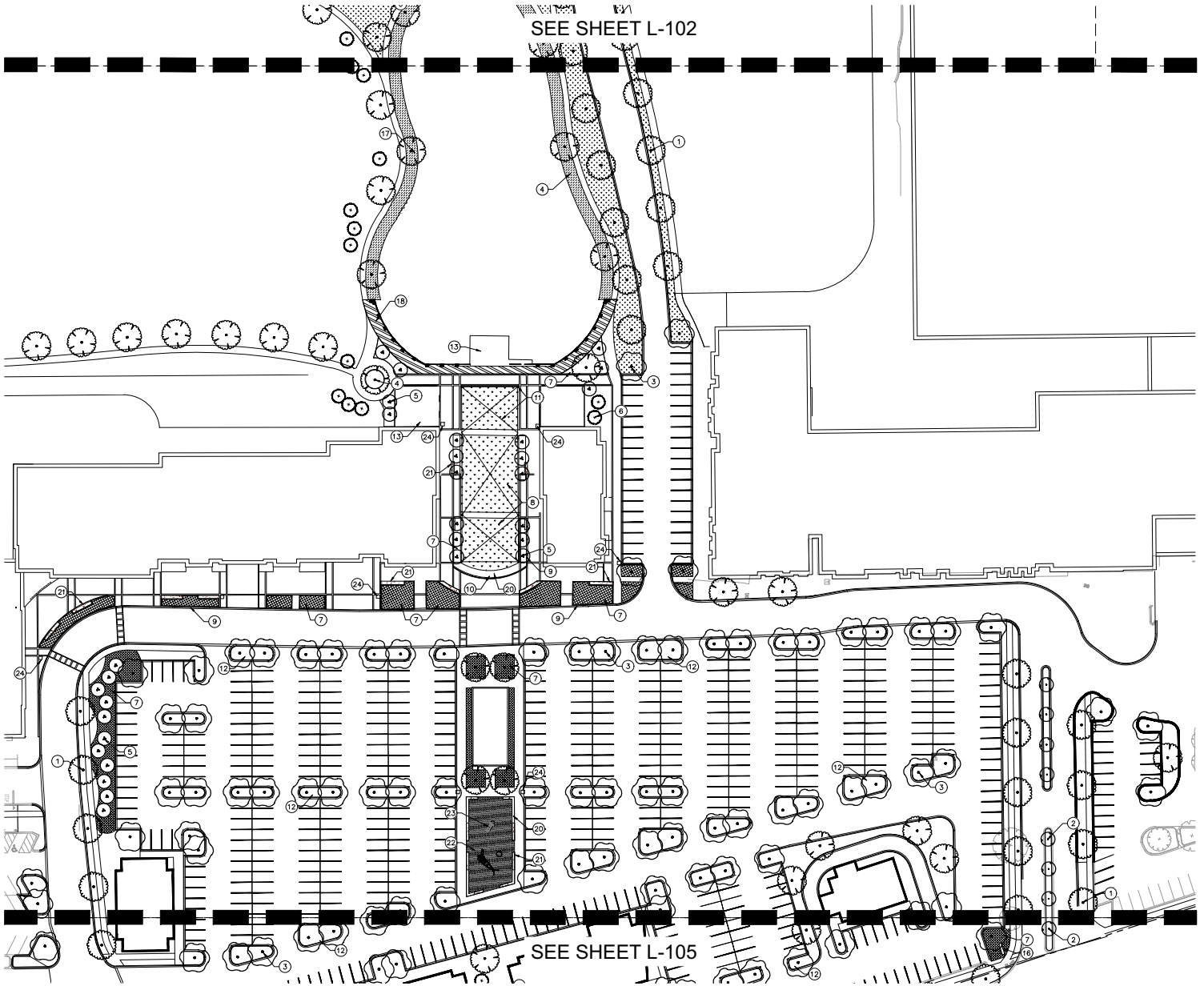
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DESIGNED BY: BMH
DRAWN BY: JMO
CHECKED BY: ANH

GOLF MILL MALL REDEVELOPMENT
241 GOLF MILL CTR
NILES, IL 60714 USA

LANDSCAPE PLAN

ORIGINAL ISSUE: 02/02/2024
KHA PROJECT NO. 168215011
SHEET NUMBER
L-103



GRAPHIC SCALE IN FEET
0 20 40 80

CONCEPT PLANT SCHEDULE

- ORNAMENTAL PARKWAY TREE
- PARKWAY TREE
- CANOPY TREE - PARKING LOT
- CANOPY TREE - INTERNAL SITE
- ORNAMENTAL TREE - INTERNAL SITE
- EVERGREEN TREE - INTERNAL SITE
- SHRUBS, PERENNIALS, AND ORNAMENTALS GRASSES
- SYNTHETIC TURF PLAYGROUND SURFACE
- WET TO MESIC SEED AND PLUGS

LANDSCAPE NOTES

1. PARKWAY CANOPY TREE, SPACED 50' O.C. TYP.
2. PARKWAY ORNAMENTAL TREE, TYP.
3. PARKING LOT CANOPY TREE, TYP.
4. INTERNAL SITE CANOPY TREE, TYP.
5. INTERNAL SITE ORNAMENTAL TREE, TYP.
6. INTERNAL SITE EVERGREEN TREE, TYP.
7. SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES, TYP.
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16. PROPOSED PYLON SIGN, TYP.
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19. SCORED CONCRETE, TYP.
20. RAISED CONCRETE SEATWALL, TYP.
21. RAISED CONCRETE SEATWALL W/ MOUNTED WOOD BENCH, TYP.
22. SYNTHETIC TURF PLAYGROUND SURFACE, TYP.
23. PLAYGROUND EQUIPMENT, TYP.
24. TRASH RECEPTACLE, TYP.

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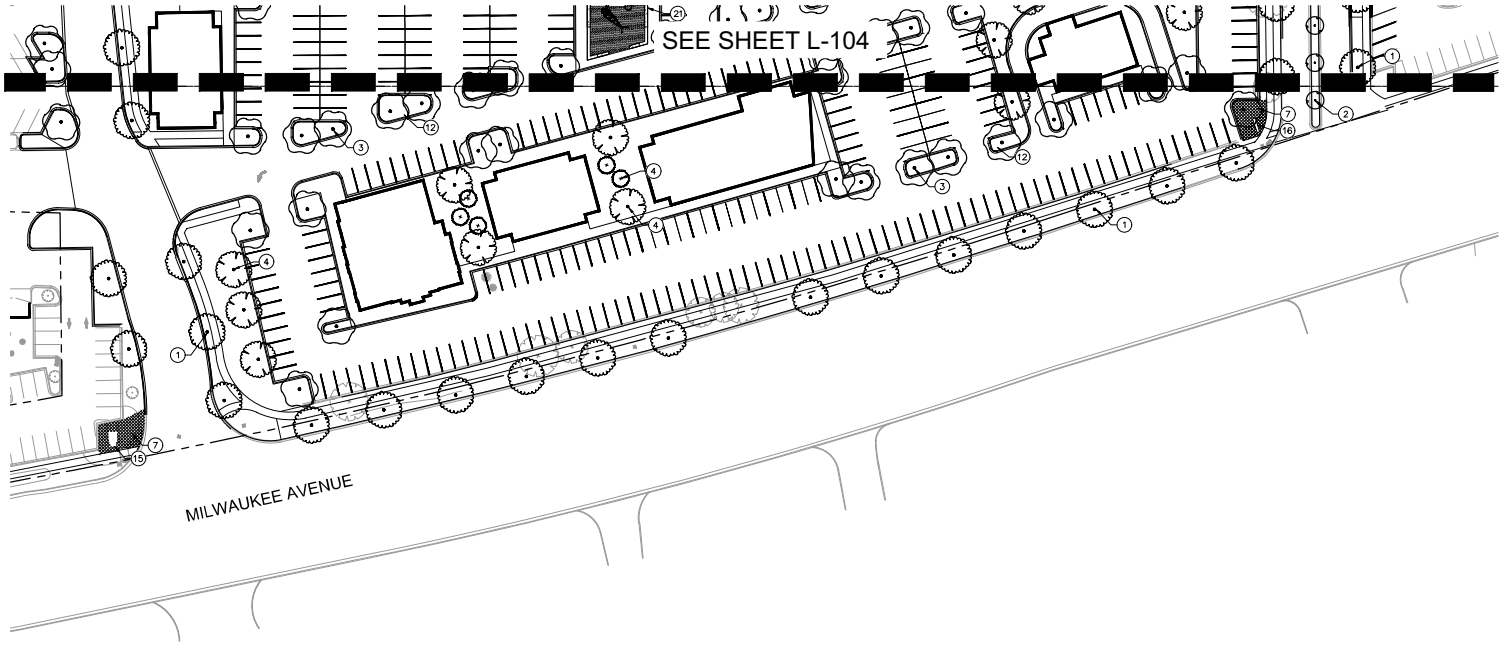
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SCALE: AS NOTED
DESIGNED BY: BMH
DRAWN BY: JMD
CHECKED BY: ANH

LANDSCAPE PLAN

GOLF MILL MALL REDEVELOPMENT
241 GOLF MILL CTR
NILES, IL 60714 USA

ORIGINAL ISSUE: 02/02/2024
KHA PROJECT NO. 168216011
SHEET NUMBER
L-104



NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

CONCEPT PLANT SCHEDULE

- ORNAMENTAL PARKWAY TREE
- PARKWAY TREE
- CANOPY TREE - PARKING LOT
- CANOPY TREE - INTERNAL SITE
- ORNAMENTAL TREE - INTERNAL SITE
- EVERGREEN TREE - INTERNAL SITE
- SHRUBS, PERENNIALS, AND ORNAMENTALS GRASSES
- SYNTHETIC TURF PLAYGROUND SURFACE
- WET TO MESIC SEED AND PLUGS

LANDSCAPE NOTES

1. PARKWAY CANOPY TREE, SPACED 50' O.C. TYP.
2. PARKWAY ORNAMENTAL TREE, TYP.
3. PARKING LOT CANOPY TREE, TYP.
4. INTERNAL SITE CANOPY TREE, TYP.
5. INTERNAL SITE ORNAMENTAL TREE, TYP.
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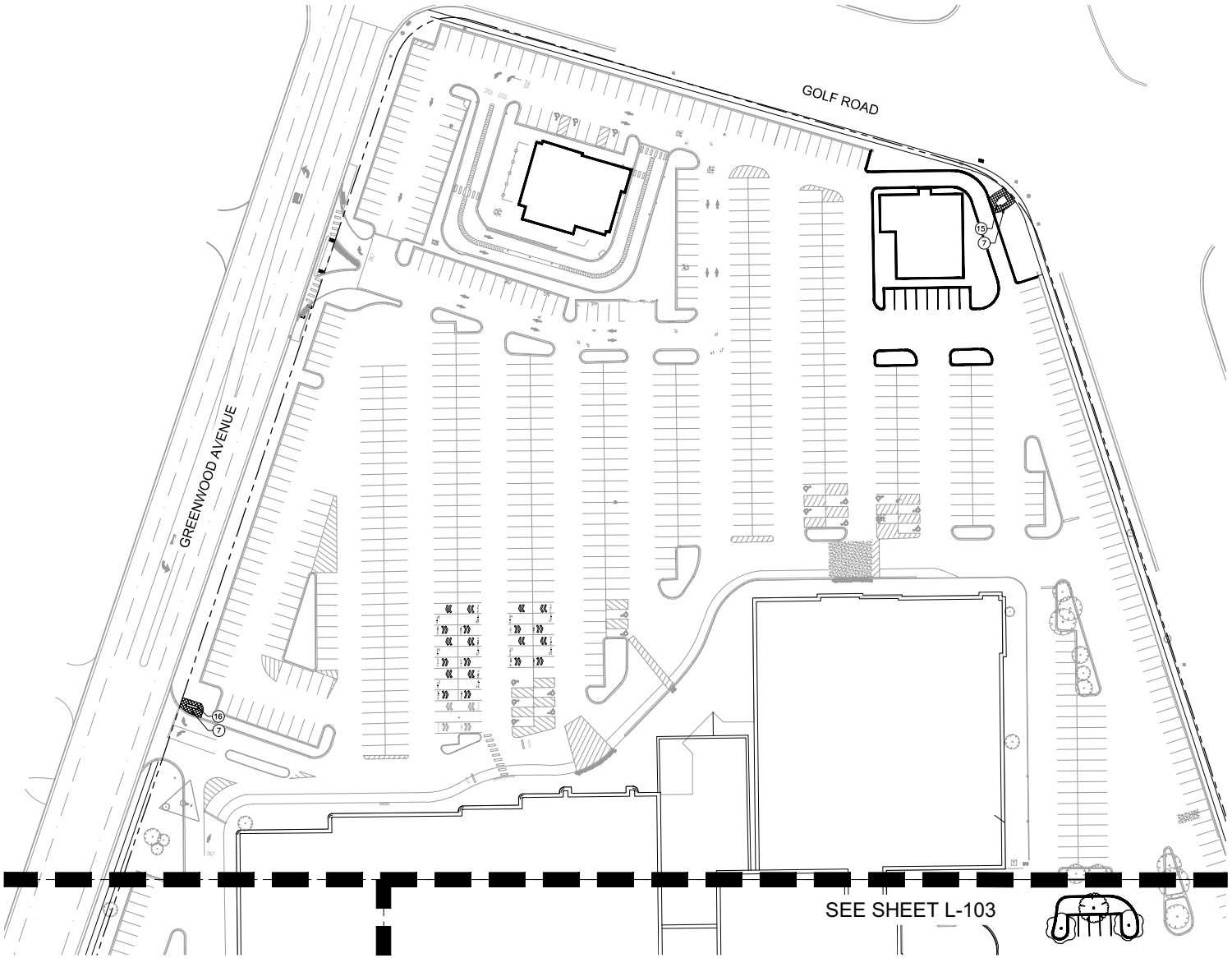
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NILES, IL 60714 USA

LANDSCAPE PLAN

ORIGINAL ISSUE: 02/02/2024
KHA PROJECT NO. 168216011
SHEET NUMBER
L-105



GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

CONCEPT PLANT SCHEDULE

- ORNAMENTAL PARKWAY TREE
- PARKWAY TREE
- CANOPY TREE - PARKING LOT
- CANOPY TREE - INTERNAL SITE
- ORNAMENTAL TREE - INTERNAL SITE
- EVERGREEN TREE - INTERNAL SITE
- SHRUBS, PERENNIALS, AND ORNAMENTALS GRASSES
- SYNTHETIC TURF PLAYGROUND SURFACE
- WET TO MESIC SEED AND PLUGS

LANDSCAPE NOTES

1. PARKWAY CANOPY TREE, SPACED 50' O.C. TYP.
2. PARKWAY ORNAMENTAL TREE, TYP.
3. PARKING LOT CANOPY TREE, TYP.
4. INTERNAL SITE CANOPY TREE, TYP.
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LANDSCAPE PLAN

GOLF MILL MALL
REDEVELOPMENT
241 GOLF MILL CTR
NILES, IL 60714 USA

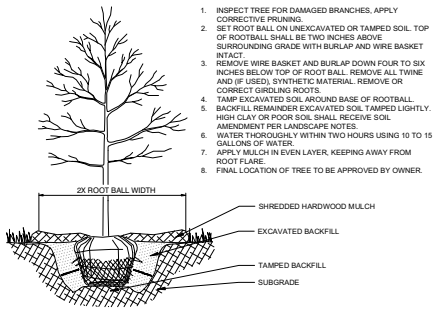
ORIGINAL ISSUE:
02/02/2024

KHA PROJECT NO.
168216011

SHEET NUMBER
L-106

NOTES:

1. INSPECT TREE FOR DAMAGED BRANCHES, APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL SHALL BE TWO INCHES ABOVE SURROUNDING GRADE WITH BURLAP AND WIRE BASKET INTACT.
3. REMOVE WIRE BASKET AND BURLAP DOWN FOUR TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWINE AND (IF USED), SYNTHETIC MATERIAL. REMOVE OR CORRECT GIRDLING ROOTS.
4. TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL.
5. BACKFILL REMAINDER EXCAVATED SOIL TAMPED LIGHTLY. HIGH CLAY OR POOR SOIL SHALL RECEIVE SOIL AMENDMENT PER LANDSCAPE NOTES.
6. WATER THOROUGHLY WITHIN TWO HOURS USING 10 TO 15 GALLONS OF WATER.
7. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
8. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.

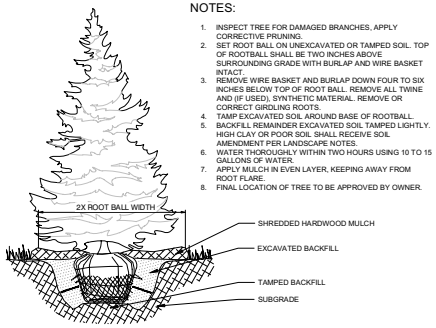


1 TREE PLANTING

NTS

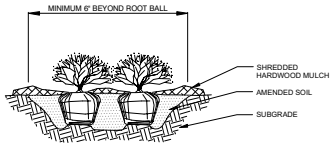
NOTES:

1. INSPECT TREE FOR DAMAGED BRANCHES, APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL SHALL BE TWO INCHES ABOVE SURROUNDING GRADE WITH BURLAP AND WIRE BASKET INTACT.
3. REMOVE WIRE BASKET AND BURLAP DOWN FOUR TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWINE AND (IF USED), SYNTHETIC MATERIAL. REMOVE OR CORRECT GIRDLING ROOTS.
4. TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL.
5. BACKFILL REMAINDER EXCAVATED SOIL TAMPED LIGHTLY. HIGH CLAY OR POOR SOIL SHALL RECEIVE SOIL AMENDMENT PER LANDSCAPE NOTES.
6. WATER THOROUGHLY WITHIN TWO HOURS USING 10 TO 15 GALLONS OF WATER.
7. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
8. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.



2 EVERGREEN TREE PLANTING

NTS

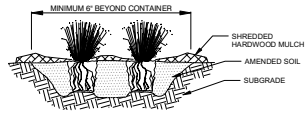


NOTES:

1. APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL OR CONTAINER ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL (CONTAINER) SHALL BE ONE INCH ABOVE SURROUNDING GRADE. FOR LARGER SHRUBS WITHIN PLANTING BED DIG A DEEPER PIT ONLY FOR THOSE SHRUBS.
3. REMOVE BURLAP FROM TOP HALF THE LENGTH OF ROOTBALL. TWINE AND (IF USED) SYNTHETIC MATERIAL SHALL BE REMOVED FROM PLANTING BED. FOR CONTAINER GROWN SHRUBS, REMOVE CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
4. REMOVE OR CORRECT GIRDLING ROOTS.
5. PLUMB AND BACKFILL WITH AMENDED SOIL PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR SHRUBS EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.

3 SHRUB PLANTING

NTS



NOTES:

1. APPLY CORRECTIVE PRUNING.
2. SET ROOT BALL OR CONTAINER ON UNEXCAVATED OR TAMPED SOIL. TOP OF CONTAINER SHALL BE ONE INCH ABOVE SURROUNDING GRADE.
3. SYNTHETIC MATERIAL SHALL BE REMOVED FROM PLANTING BED. FOR CONTAINER GROWN GRASSES, REMOVE CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
4. REMOVE OR CORRECT GIRDLING ROOTS.
5. PLUMB AND BACKFILL WITH AMENDED SOIL PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR GRASS EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.

4 ORNAMENTAL GRASS PLANTING

NTS

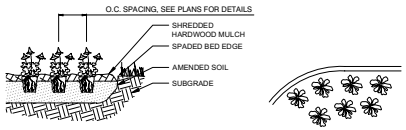
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. ALL PLANTS TO BE SPECIMEN GRADE, WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS PART OF THIS CONTRACT.
6. THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
7. ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNERS WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
8. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
9. PRUNE PLANTS AS NECESSARY- PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
10. TOPSOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
11. PLANTING AREA TOPSOIL SHALL BE AMENDED WITH 25% SPHAGNUM PEATMOSS, 5% HUMUS AND 70% PULVERIZED SOIL FOR ALL NON TURF SEED MIX AREAS, SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS.
12. SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
13. EDGING TO BE A SPADED EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
14. CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUNDCOVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH.
15. INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
16. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
17. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. SOD/SEED SHALL BE LOCAL HARDY TURF GRASS MIX UNLESS, OTHERWISE NOTED.
18. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
19. THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE. PLANTING AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES.

6 LANDSCAPE NOTES

NTS

NOTES:

1. EXCAVATE PLANTING BED.
2. BED HEIGHT IS TO BE 2" ABOVE FINISH GRADE AND WELL DRAINED.
3. REMOVE CONTAINER, SCORE SOIL MASS TO REDIRECT AND PREVENT CIRCLING ROOTS. CORRECT GIRDLING ROOTS.
2. PLANT MATERIAL SHALL BE LAID OUT BY FOLLOWING THE BED EDGE, WORKING TOWARDS THE CENTER OF THE BED USING TRIANGULAR (STAGGERED) SPACING AS PLAUSIBLE.
3. PLUMB AND BACKFILL WITH PLANTING MIX AS SPECIFIED IN LANDSCAPE NOTES.
4. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR PERENNIALS/GROUNDCOVER EXTEND TO ALL LIMITS OF PLANTING BED, SEE PLANS FOR BED LAYOUTS.
5. SPACING TO BE AS SPECIFIED IN THE PLANT LIST. PERENNIALS SHALL BE PLACED WITH THEIR CENTER 24" FROM EDGE OF BED.



SECTION

PLAN VIEW

5 PERENNIAL PLANTING

NTS

EXHIBIT IS ILLUSTRATIVE AND CONCEPTUAL; THE PLAN IS SUBJECT TO CHANGE

No.	REVISIONS	DATE	BY
	VILLAGE SCHEMATIC DESIGN SUBMITTAL	02/02/24	ANH

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PHONE: 630-487-5550
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SCALE: AS NOTED
DESIGNED BY: BMH
DRAWN BY: JMD
CHECKED BY: ANH

LANDSCAPE NOTES AND DETAILS

GOLF MILL MALL REDEVELOPMENT
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NILES, IL 60714 USA

ORIGINAL ISSUE: 02/02/2024

KHA PROJECT NO. 168216011

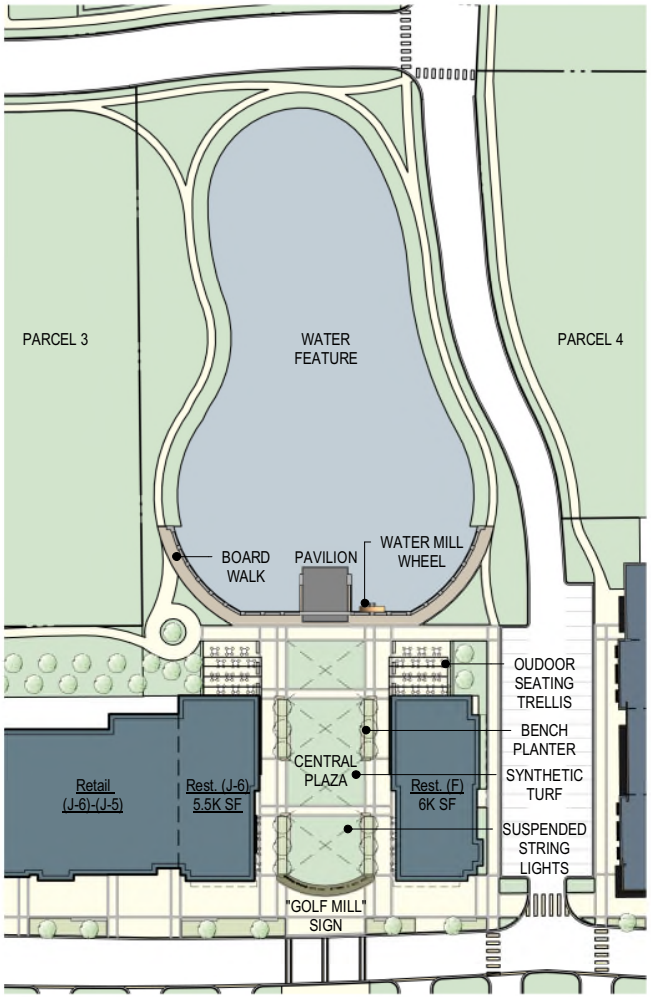
SHEET NUMBER

L-107

EXHIBIT E-5

Plan of the Outdoor Event Plaza and Water Feature

(Attached)



1 OUTDOOR EVENT PLAZA AND WATER FEATURE

SCALE: 1" = 80'-0"

OKW Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

STERLING ORGANIZATION

GOLF MILL MIXED USE

239 N. Milwaukee Ave., Niles, IL

05/21/24 Project #: 20012

EX-5

691

EXHIBIT F-1

Prohibited Uses

The following uses shall be prohibited on the Redevelopment Property:

Animal Hospital

Pet Services – Day Boarding, Grooming, or Overnight

Reception Facility

Daycare Center

Dry Cleaners and Laundries

Houses of Worship or other Group Assembly Uses that do not pay real estate property taxes

Travel Bureaus

Consignment Shops

Currency Exchanges

Dollar Stores

Flea Markets

Hosiery Stores

Pawn Shops

Payday Loan Stores

Second-Hand Stores

Sign Shops

Vehicle/Rental Equipment Stores

Billiard/Pool Halls

Currency Exchanges

Retailers primarily selling merchandise that consists of “clearance” “irregular,” “factory-second” or other imperfect goods

Sign Shops

Teen recreation and dance center

Self-Storage facility

Federal government offices

Organizations described in Section 115 of the Internal Revenue Code

Units of State or local government

Organizations described in Section 501(c) of the Internal Revenue Code

Any use described as Industrial in Section 8.2 of Appendix B of the Niles Municipal Code

Old Navy, Marshalls, Fresh Farm Market, Home Depot, Patel Brothers, Walmart are business brands which shall be deemed Prohibited Uses.

EXHIBIT F-2

LIMITED USES

The following uses shall be subject to the Maximum Limited Uses Area Cap and, if applicable, the Expanded Maximum Limited Uses Area Cap:

Financial Institution
Schools; Music, Dancing, Business, Martial Arts Studios
Professional and General Office
Health Club
Amusement Facility – Indoor (except for regional or national chain with full-service restaurant)
Cultural Facility
Art Studio
Day Care Center
Massage Services
Personal Service Establishment/Veterinarian
Pet Services
Reception Facility
Vehicle Rental – Enclosed
Industrial Design
Medical Dental Office
Real Estate Sales Office
Animal & Pet Sales
Outdoor Display Retail

PetSmart and Jewel Osco are business brands which shall be deemed Limited Uses.

EXHIBIT G

Form of Certification Request

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, _____, _____ of _____, a _____ (the "Developer"), certifies that with respect to that certain _____ Redevelopment Agreement (Golf Mill Mall Project) between the Developer and the Village of Niles dated _____, ____ (the "Agreement"):

A. Expenditures for the Redevelopment Project, in the total amount of $_____, have been made.

B. Developer requests reimbursement for the following Eligible Costs, the expenditure of which is evidenced by the documentation attached hereto as Exhibit A:

$_____

C. None of the costs referenced in paragraph B above have been previously reimbursed by the Village or certified as Eligible Costs by the Village.

D. Developer certifies to the Village that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

[Developer]

By:_____
Name
Title:_____

Subscribed and sworn before me this ___ day of _____
_____.

_____
My commission expires:_____

Agreed and accepted:

_____

Name:_____

Title:_____
Village of Niles

Exhibit H

Summary of Obligations to be Imposed on Each Developer Party by Developer

- Development of high quality improvements consistent with the PUD.

- Section 3.A and Section 3.B.4 – Active participation in the approval process (including participation in public hearings) and will use commercially reasonable efforts to secure all required: (1) zoning and development permit approvals from the Village and (2) permits and approvals from other governmental oversight agencies.

- Section 3.C.3 – Obligations to: (a) to the extent necessary, active participation, in good faith, in the plan review process and the zoning and land use public hearing process and use commercially reasonable efforts to diligently pursue approval of all necessary zoning and land use entitlements and final approvals of the architectural, engineering and other plans for the portion of the Redevelopment Project that such party may undertake; and (b) acknowledge that the Village shall have no obligation whatsoever to provide tax increment financing or other monetary assistance to such party; and (c) acknowledge that each Developer Party and Developer Affiliate, upon assignment, shall be obligated to develop and construct on the portion of the Redevelopment Property in accordance with the Village-approved PUD.

- Section 3.D.1 – Build in accordance with the Anti-Monotony Provisions and use good faith efforts to comply with the Building Certification Requirements (Green Globes, the U.S. Green Building Council or Home Innovation Research Labs).

- Section 3.D.2 – Comply with the Building Materials List.

- Section 3.E. – Comply with the Progress Meetings and Reports obligations.

- Section 3.F – Comply with all Requirements of Law relating to public improvement payment and performance bonds and public improvement contract bidding.

- Section 3.G.2 - Comply with all Requirements of Law, including but limited to, Section 12 (Planned Unit Developments) of the Village's Zoning Code and, as applicable, Exhibit B. Such parties shall be obligated to submit preliminary and final architectural plans and engineering plans, comprised of same categories of documents (as applicable) that make up the Project Concept Plans, for the construction of buildings and other improvements to provide one or more of the intended land uses consisting of entertainment, hospitality hotel, office, residential, retail and/or medical buildings.

- Section 3.G.5 – Obligate the Residential Developer and any Developer Party to complete any Public Infrastructure Improvements and/or Private Infrastructure Improvements required to be constructed on their development parcel that was outside the scope of the Developer's Public Infrastructure Improvements and/or Private Infrastructure obligations.

- Section 3.H - Maintain and operate that portion of the Redevelopment Property and Redevelopment Project and all related improvements under the Developer Party's ownership or control in a first-rate condition.

- Section 3.J - Once commenced, pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and improvements in a diligent and expeditious manner, and in strict compliance with the Requirements of Law.

- Section 3.K.3 – At all times during the construction shall: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

- Section 3.L.1 – Make available, or cause to be made available, existing surface off-street parking on the Redevelopment Property for the parking of construction employee vehicles, as necessary.

- Section 3.L.2 - Temporarily divert or control any heavy accumulation of storm water away from or through the Redevelopment Property in a manner approved in advance by the Village Manager, which method of diversion may include early installation of storm drains to collect water and convey it to a safe discharge point.

- Section 3.M - After completion of construction of any new improvement on the Redevelopment Property, the Developer Party that owns such Improvement, directly or indirectly, shall submit to the Village Engineer final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated Improvements; and (2) for other final construction documents (in paper and electronic format) as required and approved by the Village Engineer.

- Section 3.N - Maintain: (1) that portion of the Redevelopment Property within such Person's control; and (2) all streets, sidewalks and other public property in and adjacent to such portion of the Redevelopment Property within such Person's control in a good and clean condition at all times during construction, (3) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the portion of the Redevelopment Property within such Person's control arising from construction activities or to other day-to-day activities on the portion of the Redevelopment Property within such Person's control; and (4) repair any damage that are caused by the Developer's (or Developer Party's) construction activities.

- Section 4.A.4 - Comply with the requirements pertaining to fair employment practices and affirmative action.

- Section 4.C.1 - The Developer shall obligate the Residential Developer to actively pursue and use commercially reasonable efforts to complete the Phase I Residential Project once the Residential Developer has initiated commencement of construction of the Phase I Residential Project and shall require in its contract with the Residential Developer that the Residential Developer is obligated to complete the Phase I Residential Project and shall request a Certificate of Completion for the Phase I Residential Project within thirty-six (36) months after its commencement of construction on the Phase I Residential Project, subject to Uncontrollable Circumstances.

- Section 4.E.2.b – Each transferee shall be responsible for the Private Infrastructure Improvements located on such transferred parcel.

- Section 4.F.2 – Upon receipt of a Residential Certificate of Completion, Residential Developer will be obligated to complete any uncompleted weather-sensitive items within one hundred eighty (180) days.

- Section 4.G -- Comply with all applicable laws and regulations, including, but not limited to the Illinois Prevailing Wage Act (the "IPWA"). the Agreement and TIF District requirements pertaining to fair employment practices and affirmative action.

- Section 5.A – Use good faith efforts to adhere to the Anticipated Project Schedule for the Phase II Project.