



03-05-2024

BOT FINAL

PACKET





BOARD OF TRUSTEES
Final Agenda
300 PORTWINE ROAD
RIVERWOODS, IL 60015
March 5, 2024

BOARD OF TRUSTEES MEETING
7:30 P.M.
Riverwoods.gov/streamBOT

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
 - a. Board of Trustees February 20, 2024
5. FINANCE DIRECTOR'S REPORT
 - a. Approval of Bills
6. TREASURER'S REPORT
7. DIRECTOR OF COMMUNITY SERVICES REPORT
8. CONSULTANTS' REPORTS
 - a. ATTORNEY'S REPORT
 - b. ENGINEER'S REPORT
 - i. Municipal Separate Storm Sewer System (MS4) Presentation
 - c. ECOLOGIST'S REPORT
9. PLAN COMMISSION REPORT
10. ZONING BOARD OF APPEALS REPORT
11. POLICE REPORT
12. FIRE DISTRICT REPORT
13. INFORMATION ITEMS & COMMENTS FROM THE PRESIDENT
 - a. Statement of Economic Interest

14. NEW BUSINESS
 - a. Adoption of a Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact
 - b. Approval of a Proposal (Replacement of Valves and Meter for the Thorngate Reservoir)
 - c. Approval of Agreement with Teska Associates, Inc.
 - d. Approval of Agreement with Pinestone Lawn & Snow
 - e. Approval of Agreement with Gewalt Hamilton Associates, Inc.
 - f. Approval of Agreement with Christopher B. Burke Engineering, LTD
 - g. Approval of Agreement with Baxter & Woodman Natural Resources, LLC
 - h. Approval of Agreement with B & F Construction Code Services, Inc.
15. OLD BUSINESS
16. VISITORS WISHING TO ADDRESS THE BOARD
17. COMMITTEE REPORTS
 - a. Finance/Economic Development Trustee Clayton
 - b. Communications Trustee Dikin
 - c. Woodlands/Ecology/Legal Trustee Eastmond
 - d. Land Use and Roads Trustee Hollander
 - e. Building and Utilities/Storm Water Trustee Jamerson
 - f. Community Services Trustee Smith
18. EXECUTIVE SESSION
 - a. Litigation, Acquisition, Property, and Personnel
19. ESTABLISH TIME AND DATE FOR NEXT MEETING
 - a. Board of Trustees Regular Meeting March 20, 2024, 7:30 PM
20. ADJOURNMENT

The Village of Riverwoods is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Director of Community Services at (847) 945-3990, or the Illinois Relay Center at (800) 526-0844 (TTY users), at least one week prior to the meeting, if possible, to allow the Village to make reasonable accommodations for those persons.

Minutes

Village of Riverwoods
Board of Trustees Meeting
February 20, 2024
Draft

Present:

Kris Ford, Mayor
Michael Clayton
Liliya Dikin
Andrew Eastmond
Henry Hollander
Rick Jamerson
Jeff Smith

Absent:

Also Present:

Bruce Huvad, Village Attorney
Sergeant Kirby, Police Department
Stephen Witt, Director of Community Services

The meeting was called to order at 7:30 pm

Document Approval

Trustee Jamerson moved to approve the minutes of the February 6, 2024 Board of Trustees meeting. Trustee Dikin seconded the motion. Trustee Dikin asked to reword a portion of page six. The motion passed unanimously on a voice vote as amended.

Finance Director's Report

Trustee Jamerson moved to approve the bills. Trustee Clayton seconded the motion. The motion passed by the following vote:

AYES: Clayton, Dikin, Eastmond, Jamerson, Hollander, Smith (6)
NAYS: None (0)

Presentation of 4th quarter financial results

Trustee Clayton reported on the 2023 unaudited results. General Fund highlights were: revenues were 12 percent over budget: expenses were 5 percent over budget due to engineering and other professional services cost; net operating results were just over \$207,000 compared to a budgeted deficit of \$128,100. Trustee Clayton noted the largest portion of the General Fund budget was the Police Department where results were right on budget.

Trustee Clayton reviewed the highlights of the unaudited results for the MFT Fund, the Water Fund, the Sewer Fund and the Capital Project Fund noting that revenues for the Water and Sewer Funds were within budget, but expenses were well under budget due to delayed capital improvement projects. The Finance Committee will be undertaking a more complete review of the Water Fund.

Director of Community Services Report

Mr. Witt reported the reinstatement of Administrative Court. The Court heard three cases last Thursday. The cases were related to home occupations and a vacant property. While some fines were assessed, importantly, the Village gained compliance which is its primary purpose.

Additionally, Mr. Witt noted GHA has sent out proposal requests for uninterrupted power supply systems at three of the lift stations, and the Building Department will be meeting with Verisk (ISO) for the evaluation of the Village's building code enforcement system.

January was Radon Awareness Month. Village Hall was tested and results were well within the recommended safe levels. Mr. Witt recommended everyone get their homes tested.

Village Attorney Report

Mr. Huvard reported the Village has not received any information from Discover about their possible acquisition by Capital One. Discussion included the current work by the Plan Commission regarding Planned Unit Developments, research regarding the tax contribution by Discover to the Village, suggestion to engage our Congressman, and strategic planning for other potential property changes.

Plan Commission Report

Plan Commission Chairperson Laurie Breitkopf the Plan Commission will continue its work on the review of the current Planned Unit Development requirements and a proposed new ordinance.

Zoning Board of Appeals Report

ZBA Chairperson Sherry Graditor reported the ZBA did not meet.

Police Report

Sergeant Kirby reported the department received their Axon body-worn cameras to be in compliance with the Illinois SAFE-T Act. The officers will need to go through a training and expect to have the cameras up and running soon.

Information Items from the President

Report of the Water Infrastructure Committee

Mayor Ford summarized the history of the work of the Committee as presented in the report. At this point, the Committee is recommending a delay in moving forward with any further work on the

extension of water mains to the unserved areas of the Village. The primary reasoning behind the decision to delay is primarily financial. The Water Fund, charged with the maintenance of the current water main system, may need rate adjustments to be self-sustaining. Until financial support for ongoing capital needs is better implemented, the Water Fund should not be considered available to support sharing in further construction. The Committee further recommend the Board communicate with the property owners in the affected areas regarding the delay. If individual areas wish to form their own SSAs for the purpose of extending water mains, the Village would be open to assisting in their effort.

Trustee Hollander questioned whether or not the construction of deep wells for contiguous properties would be an alternative to SSA formation to extend municipal water mains. Mr. Witt expressed concern about distribution from a single well to multiple properties. He believes construction expense of the distribution piping would be similar and the location of the well would present ownership issues.

New Business

Approval of a Donation to the Deerfield Parents Network and the DPN After Prom Party Event for \$2000

Jessica Burger, head chair of the DPN After Party and Jen Pantikas, co-Chair of DPN, explained how DPN and After Party are related. They are asking for a single donation despite the fact that the two initiatives are separate. Ms. Burger explained DPN is an independent parent-run organization. The After Party falls under DPN but is run separately each having a dedicated bank account. Ms. Pantikas explained DPN sponsors community programming for the parents and guardians of middle and high school students. The funding comes from feeder school PTOs and municipalities. Ms. Burger explained the DPN After Party was born out of a tragedy that occurred 17 years ago during Homecoming. DPN After Party hosts students from 11:45 – 2:45 at the Sachs Center. They entertain 350-400 students (90% of DHS seniors) with a number of activities. They rely completely on donations and raise money for the following year.

After questions regarding the participation of other municipalities, Trustee Jamerson moved to approve the donation to DPN and DPN After Prom in the amount of \$2000. Trustee Clayton seconded the motion. The motion passed by the following vote:

AYES: Clayton, Dikin, Eastmond, Jamerson, Hollander, Smith (6)

NAYS: None (0)

Discussion Regarding a Sustainability and Climate Change Action Plan

Trustee Eastmond explained the RPC has requested that the Village develop a sustainability and climate action plan, and become a signatory to the Greenest Region Compact which has been signed by other municipalities.

Laurie Breitkopf and Julie Varvaro from the RPC requested the Village create a Village-wide ad hoc working committee to research and develop a draft sustainability and climate action plan to be presented to the Board for approval. The committee could include Trustees, Village residents and students. They would produce a plan for Board approval along with a supporting Resolution.

During the discussion, the Trustees were supportive of the formation of a committee, believe that the Village would benefit by such a report noting the general ability of the Village to execute certain strategies and the time frame over which certain strategies might be accomplished, and believe that this effort is consistent with Village practices. The Village Attorney was requested to review the sample Resolution and bring it to the Board for adoption.

Discussion also focused on the practical aspects of the work, mainly research and drafting due to the size of the project and lack of available Village Hall staff to support the effort. Ms Breitkopf and Ms Vavaro stated the work would be done by the RPC. Mayor Ford indicated that when the plan is presented to the Board by the RPC, the Board could then choose to form a committee of the Board to further the work, and if needed, develop a budget for supporting the work. To begin, Mayor Ford asked the co-chairs to draft an article for the Village's e-newsletter requesting volunteers.

Old Business

There was no Old Business.

Visitors wishing to address the Board

There were no visitors wishing to address the Board.

Adjournment

There being no further business to discuss, Trustee Jamerson moved to adjourn the meeting. Trustee Dikin seconded the motion. The motion passed unanimously on a voice vote.

The meeting was adjourned at 8:40 pm

The next regular meeting of the Board of Trustees will take place on March 5, 2024 at 7:30 pm.

Respectfully submitted,

Transcribed by:
Jeri Cotton

Bills



March 01, 2024

TO: Kris Ford, Mayor
Village Trustees
Village Attorney Bruce Huvad

FROM: Moses Diaz

RE: Council Report for March 05, 2024

Attached are the Invoices for approval at the March 05, 2024 BOT Meeting:

Fund Number	Fund Name	Total
001	General Fund	\$51,088.70
501	Water Fund	\$1,056.86
502	Sewer Fund	\$212.42
TOTAL TO BE APPROVED:		\$52,357.98

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/31/2023 - 03/01/2024

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0014 - BADGER METER INC							
80153398 00016012	BADGER METER INC WATER METER EXPENSE 501-000-51000	02/28/2024 MDIAZ WATER METERS EXPENSE		980.64 980.64	980.64	Open	N 02/29/2024
Total Vendor 0014 - BADGER METER INC				<u>980.64</u>	<u>980.64</u>		
Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC							
0255795 00016005	BAXTER & WOODMAN NATURAL RESOURCES FORESTER SERVICES, FEBRUARY 2024 001-102-50350	02/19/2024 MDIAZ FORESTER SERVICES, FEBRUARY 2024		5,167.31 5,167.31	5,167.31	Open	N 02/28/2024
Total Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC				<u>5,167.31</u>	<u>5,167.31</u>		
Vendor UB REFUND - BLAIR R HALTOM							
03/01/2024 00016015	BLAIR R HALTOM UB refund for account: 08-209 502-000-30609 502-000-30641	03/01/2024 MDIAZ LATE PENALTIES SEWER FEES	09/15/2023	75.00 5.40 69.60	75.00	Open	N 12/31/2023
Total Vendor UB REFUND - BLAIR R HALTOM				<u>75.00</u>	<u>75.00</u>		
Vendor 0024 - CENTRAL MANAGEMENT SERVICES LGHP							
240226CMS 00016010	CENTRAL MANAGEMENT SERVICES LGHP HEALTH INSURANCE - COVERAGE FOR MARCH 20 001-101-40100 001-110-40100	02/26/2024 MDIAZ INSURANCE - HEALTH INSURANCE - HEALTH		26,190.00 7,001.00 19,189.00	26,190.00	open	N 02/28/2024
Total Vendor 0024 - CENTRAL MANAGEMENT SERVICES LGHP				<u>26,190.00</u>	<u>26,190.00</u>		
Vendor 0026 - CHASE BANK							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

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OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0026 - CHASE BANK							
240203	CHASECC						
00015976	CHASE BANK	02/03/2024		2,319.41	2,319.41	Open	N
	CREDIT CARD CHARGES	MDIAZ					02/25/2024
	001-101-60700	VILLAGE EVENTS		410.06			
	001-101-60543	SOFTWARE - MAINTENANCE		120.00			
	001-110-50010	AUTO - REPAIRS & MAINTENANCE		79.99			
	001-110-50510	POSTAGE EXPENSE		69.99			
	001-110-50630	TRAINING EXPENSE		229.95			
	001-110-60510	OFFICE EXPENSE		213.90			
	001-110-50610	MEMBERSHIP/SUBSCRIPTION		40.00			
	001-110-50070	POLICE OFFICERS EQUIP.		0.99			
	001-101-60541	SOFTWARE		278.30			
	001-101-60510	OFFICE EXPENSE		406.05			
	001-101-50610	MEMBERSHIP/SUBSCRIPTION		150.00			
	001-101-50310	ACCOUNTING EXPENSE		69.44			
	001-102-90900	MISC.EXPENSE		4.00			
	001-101-50115	BUILDING - REPAIRS		226.15			
	001-101-50510	POSTAGE EXPENSE		20.59			
Total Vendor 0026 - CHASE BANK				2,319.41	2,319.41		
Vendor 0718 - COMCAST BUSINESS							
240208	COMCASTX1						
00015981	COMCAST BUSINESS	02/08/2024		68.71	68.71	Open	N
	PHONE, OFF-SITE LIFT STATION - 4	TIMBERW MDIAZ					02/16/2024
	502-000-50710	PHONE, OFF-SITE LIFT STATION - 4	TIMBERW	68.71			
194861839							
00015985	COMCAST BUSINESS	02/15/2024		1,151.49	1,151.49	Open	N
	POLICE & VILLAGE HALL TELEPHONE	SERVICE MDIAZ					02/20/2024
	001-101-50520	TELEPHONE EXPENSE		575.75			
	001-110-50520	TELEPHONE EXPENSE		575.74			
240211	COMCASTX7						
00015988	COMCAST BUSINESS	02/11/2024		500.70	500.70	Open	N
	VILLAGE CABLE, INTERNET, FAX	MDIAZ					02/21/2024
	001-101-50710	VILLAGE CABLE, INTERNET, FAX		500.70			
240211	COMCASTX1						
00015989	COMCAST BUSINESS	02/11/2024		495.99	495.99	Open	N
	INTERNET EXPENSE/CABLE /EMAIL	MDIAZ					02/21/2024
	001-110-50520	TELEPHONE EXPENSE		60.00			
	001-110-60545	INTERNET EXPENSE/CABLE/EMAIL		435.99			

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0718 - COMCAST BUSINESS							
240219COMCASTX1							
00016000	COMCAST BUSINESS	02/19/2024		68.71	68.71	Open	N
	PHONE, OFF-SITE LIFT STATION - 1805 TRIL MDIAZ						02/26/2024
	502-000-50710	PHONE, OFF-SITE LIFT STATION - 1805 TRIL		68.71			
Total Vendor 0718 - COMCAST BUSINESS				2,285.60	2,285.60		
Vendor 0799 - DUDE OYSTER PRODUCTIONS, LLC							
0000406							
00016011	DUDE OYSTER PRODUCTIONS, LLC	02/28/2024		400.00	400.00	Open	N
	PROFESSIONAL VIDEO RECORDING SERVICES - MDIAZ						02/29/2024
	001-101-50360	PROFESSIONAL VIDEO RECORDING SERVICES		400.00			
Total Vendor 0799 - DUDE OYSTER PRODUCTIONS, LLC				400.00	400.00		
Vendor 0056 - GARVEY'S OFFICE PRODUCTS							
PINV2536597							
00015990	GARVEY'S OFFICE PRODUCTS	02/22/2024		291.16	291.16	Open	N
	OFFICE SUPPLIES	MDIAZ					02/22/2024
	001-101-60510	OFFICE SUPPLIES		291.16			
PINV2537201							
00015993	GARVEY'S OFFICE PRODUCTS	02/23/2024		17.98	17.98	Open	N
	OFFICE SUPPLIES	MDIAZ					02/23/2024
	001-101-60510	OFFICE SUPPLIES		17.98			
PINV2537752							
00015999	GARVEY'S OFFICE PRODUCTS	02/26/2024		127.60	127.60	Open	N
	OFFICE SUPPLIES	MDIAZ					02/26/2024
	001-101-60510	OFFICE SUPPLIES		127.60			
PINV2538156							
00016004	GARVEY'S OFFICE PRODUCTS	02/27/2024		40.38	40.38	Open	N
	OFFICE SUPPLIES	MDIAZ					02/27/2024
	001-101-60510	OFFICE SUPPLIES		40.38			
Total Vendor 0056 - GARVEY'S OFFICE PRODUCTS				477.12	477.12		
Vendor 0488 - HENRY HOLLANDER							

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0488 - HENRY HOLLANDER							
240215HENRYHOLL							
00015979	HENRY HOLLANDER	02/15/2024		50.00	50.00	Open	N
	CELL PHONE REIMBURSEMENT, HENRY HOLLANDE MDIAZ						02/16/2024
	001-101-50520	TELEPHONE EXPENSE		50.00			
240224HENRYHOLL							
00015998	HENRY HOLLANDER	02/24/2024		50.00	50.00	Open	N
	CELL PHONE REIMBURSEMENT, HENRY HOLLANDE MDIAZ						02/26/2024
	001-101-50520	TELEPHONE EXPENSE		50.00			
Total Vendor 0488 - HENRY HOLLANDER				<u>100.00</u>	<u>100.00</u>		
Vendor 0754 - HOWARD SIMON							
12402596							
00016008	HOWARD SIMON	02/28/2024		38.50	38.50	Open	N
	PAYROLL SERVICES, 02/29/2024	MDIAZ					02/28/2024
	001-101-50370	PAYROLL SERVICES, 02/29/2024		38.50			
Total Vendor 0754 - HOWARD SIMON				<u>38.50</u>	<u>38.50</u>		
Vendor 0669 - ILLINOIS COUNTIES RISK MANAGEMENT TRUST							
S-INV002228							
00015991	ILLINOIS COUNTIES RISK MANAGEMENT T	02/01/2024		25.00	25.00	Open	N
	ICRMT WORKERS' COMPENSATION AUDIT PREMIU MDIAZ						02/22/2024
	001-110-40130	WORKERS COMPENSATION - INSURANCE		25.00			
Total Vendor 0669 - ILLINOIS COUNTIES RISK MANAGEMENT TRUST				<u>25.00</u>	<u>25.00</u>		
Vendor 0341 - ILLINOIS PROSECUTOR SERVICES,LLC							
4103							
00015997	ILLINOIS PROSECUTOR SERVICES,LLC	02/23/2024		100.00	100.00	Open	N
	ICOG 2024 ON-LINE YEARLY SUBSCRIPTION MDIAZ						02/23/2024
	001-110-50610	ICOG 2024 ON-LINE YEARLY SUBSCRIPTION		100.00			
Total Vendor 0341 - ILLINOIS PROSECUTOR SERVICES,LLC				<u>100.00</u>	<u>100.00</u>		
Vendor MISC - JASON GOODMAN							

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor MISC - JASON GOODMAN							
240222JASONGOOD							
00015992	JASON GOODMAN	02/22/2024		1,794.00	1,794.00	Open	N
	COST SHARE REIMBURESEMENT - NATIVE TREE MDIAZ						02/22/2024
	001-106-50850	NATIVE TREE & SHRUB PLANTING		1,794.00			
Total Vendor MISC - JASON GOODMAN				<u>1,794.00</u>	<u>1,794.00</u>		
Vendor 0105 - LAKE COUNTY PUBLIC WORKS							
4155843							
00016006	LAKE COUNTY PUBLIC WORKS	02/28/2024		212.32	212.32	Open	N
	SEWER PD, 12/31/2023 - 02/29/2024, 03239 MDIAZ						02/28/2024
	001-110-50710	SEWER PD, 12/31/2023 - 02/29/2024		212.32			
4155763							
00016007	LAKE COUNTY PUBLIC WORKS	02/28/2024		106.16	106.16	Open	N
	SEWER VH, 12/31/2023 - 02/29/2024, 00488 MDIAZ						02/28/2024
	001-101-50710	SEWER VH, 12/31/2023 - 02/29/2024		106.16			
Total Vendor 0105 - LAKE COUNTY PUBLIC WORKS				<u>318.48</u>	<u>318.48</u>		
Vendor 0108 - LAKE COUNTY STORMWATER MGT.							
INV-00081840							
00016009	LAKE COUNTY STORMWATER MGT.	02/23/2024		1,395.03	1,395.03	Open	N
	FY2024 DRWW ANNUAL MEMBERSHIP DUES MDIAZ						02/28/2024
	001-101-50610	FY2024 DRWW ANNUAL MEMBERSHIP DUES		1,395.03			
Total Vendor 0108 - LAKE COUNTY STORMWATER MGT.				<u>1,395.03</u>	<u>1,395.03</u>		
Vendor MISC - LINDA MAGILL							
240220LINDAMAGI							
00015986	LINDA MAGILL	02/20/2024		1,103.50	1,103.50	Open	N
	COST SHARE REIMBURESEMENT - NATIVE SEEDI MDIAZ						02/20/2024
	001-106-50860	NATIVE SEEDING & PLANTING		1,103.50			
Total Vendor MISC - LINDA MAGILL				<u>1,103.50</u>	<u>1,103.50</u>		
Vendor 0614 - MICHAEL CLAYTON							

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0614 - MICHAEL CLAYTON							
240226 00016002	MICHAEL CLAYTON COST SHARE REIMBURSEMENT - NATIVE SEED MDIAZ 001-106-50860	02/26/2024 NATIVE SEEDING & PLANTING		2,000.00 2,000.00	2,000.00	Open	N 02/26/2024
Total Vendor 0614 - MICHAEL CLAYTON				<u>2,000.00</u>	<u>2,000.00</u>		
Vendor 0449 - NORTH SHORE GAS							
240214 00015977	NORTH SHORE GAS UTILITIES EXPENSE - GAS 001-101-50710	02/14/2024 MDIAZ UTILITIES EXPENSE - GAS		501.04 501.04	501.04	Open	N 02/16/2024
240214 00015978	NORTH SHORE GAS UTILITIES EXPENSE - GAS 501-000-50710	02/14/2024 MDIAZ UTILITIES EXPENSE - GAS		76.22 76.22	76.22	Open	N 02/16/2024
Total Vendor 0449 - NORTH SHORE GAS				<u>577.26</u>	<u>577.26</u>		
Vendor 0802 - POINT & PAY							
240220 00015987	POINT & PAY MONTHLY SERVICE FEE - JANUARY, 2024 001-101-50360	02/20/2024 MDIAZ MONTHLY SERVICE FEE - JANUARY, 2024		50.00 50.00	50.00	Open	N 02/21/2024
Total Vendor 0802 - POINT & PAY				<u>50.00</u>	<u>50.00</u>		
Vendor 0217 - PURE POWER							
13136 00015983	PURE POWER RENEWAL OF ANNUAL MAINTENANCE CONTRACT - MDIAZ 001-110-50120	02/19/2024 RENEWAL OF ANNUAL MAINTENANCE CONTRACT		1,007.41 1,007.41	1,007.41	Open	N 02/20/2024
Total Vendor 0217 - PURE POWER				<u>1,007.41</u>	<u>1,007.41</u>		
Vendor 0133 - QUADIENT FINANCE USA, INC.							

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POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0133 - QUADIENT FINANCE USA, INC.							
240211QUAD 00015980	QUADIENT FINANCE USA, INC. POSTAGE 001-101-50510	02/11/2024 MDIAZ POSTAGE EXPENSE		500.00 500.00	500.00	Open	N 02/16/2024
Total Vendor 0133 - QUADIENT FINANCE USA, INC.				<u>500.00</u>	<u>500.00</u>		
Vendor 0134 - QUADIENT, INC.							
Q1210632 00016001	QUADIENT, INC. POSTAGE EQUIPMENT - LEASE PAYMENT 001-101-60512	02/19/2024 MDIAZ POSTAGE EQUIPMENT - LEASE PAYMENT		947.97 947.97	947.97	Open	N 02/26/2024
Total Vendor 0134 - QUADIENT, INC.				<u>947.97</u>	<u>947.97</u>		
Vendor 0628 - THE ORGANIC GARDNER							
INV-5538 00015996	THE ORGANIC GARDNER GARDEN PREPARATION & EDUCATIONAL VISITS 001-101-50130	02/23/2024 MDIAZ GARDEN PREPARATION & EDUCATIONAL VISITS		2,200.00 2,200.00	2,200.00	Open	N 02/23/2024
Total Vendor 0628 - THE ORGANIC GARDNER				<u>2,200.00</u>	<u>2,200.00</u>		
Vendor 0206 - VERIZON WIRELESS							
9956830295 00016003	VERIZON WIRELESS TELEPHONE EXPENSE 001-101-50520 001-110-50520	02/16/2024 MDIAZ TELEPHONE EXPENSE TELEPHONE EXPENSE		746.92 361.08 385.84	746.92	Open	N 02/26/2024
Total Vendor 0206 - VERIZON WIRELESS				<u>746.92</u>	<u>746.92</u>		
Vendor 0764 - WEX BANK							
95169617 00015984	WEX BANK MONTHLY FUEL 001-110-60550	02/15/2024 MDIAZ MONTHLY FUEL		1,558.83 1,558.83	1,558.83	Open	N 02/20/2024
Total Vendor 0764 - WEX BANK				<u>1,558.83</u>	<u>1,558.83</u>		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/31/2023 - 03/01/2024

POSTED AND UNPOSTED
OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
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Vendor 0764 - WEX BANK

# of Invoices:	35	# Due:	35	Totals:	52,357.98	52,357.98
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					52,357.98	52,357.98

--- TOTALS BY FUND ---

001 GENERAL	51,088.70	51,088.70
501 CONSOLIDATED WATER FUND	1,056.86	1,056.86
502 SEWER FUND	212.42	212.42

--- TOTALS BY DEPT/ACTIVITY ---

000	1,269.28	1,269.28
101 ADMINISTRATION	16,834.94	16,834.94
102 BUILDING DEPARTMENT	5,171.31	5,171.31
106 WOODLAND MANAGEMENT	4,897.50	4,897.50
110 POLICE	24,184.95	24,184.95

CONSULTANTS REPORT

**8b
i Municipal Separate Storm
Sewer System (MS4) Annual Re
port
Presentation**



RIVERWOODS MS4 YEAR 21 GEWALT HAMILTON ASSOCIATES

Karolina Cho

Gewalt Hamilton Associates

Environmental Consultant

NATIONAL POLLUTANT DISCHARGE DETECTION AND ELIMINATION (NPDES)

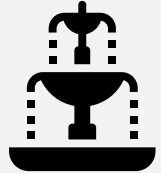
- **Illicit discharge detection and elimination (IDDE)**
- **Pollution prevention/good housekeeping for municipal operations**





OUTFALL INSPECTIONS

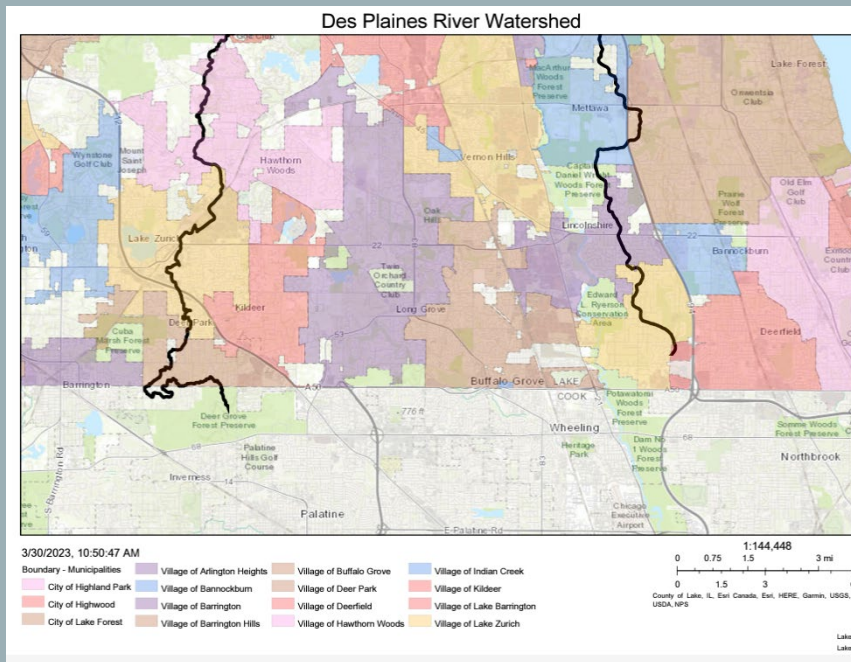
- What we look for:
 - Odor
 - Color
 - Plant growth
 - Flow (speed and direction)





STREAMBANKS AND BASINS

DES PLAINES RIVER WATERSHED WORKGROUP NARP



- The DRWW completed and submitted the Nutrient Assessment & Reduction Plan (NARP) to the Illinois EPA on December 29, 2023.



POTW total phosphorus reductions beyond 0.5 mg/L have minimal impact on water quality.



Upstream total phosphorus reductions reduce sestonic chlorophyll and improve dissolved oxygen during high flow periods.



Tributary total phosphorus reductions reduce sestonic chlorophyll in the mainstem river, but have minimal impact on dissolved oxygen.



A combined reduction in the load from POTWs, nonpoint sources, and upstream improves the water quality in the Des Plaines River.



Improving upstream dissolved oxygen addresses the impairment in the upper reaches of the Des Plaines River.



General Storm Water Permit for Small Municipal Separate Storm Sewer Systems (MS4)

2021 MS4 Permit Renewal Notice: The MS4 Permit is in the process of being reissued. Until this permit is reissued you will continue to operate under the expiring MS4 permit. The timeframe for the renewal will most likely occur by March 2024. If you have not submitted an NOI for Renewal, please do so as soon as possible. Please note we have new Renewal & Waiver NOIs.

ILR40 PERMIT UPDATE

New Business

RESOLUTION R-24-03-__

**A RESOLUTION ENDORSING THE METROPOLITAN MAYORS
CAUCUS' GREENEST REGION COMPACT**

WHEREAS, the Village of Riverwoods (the "Village") is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

WHEREAS, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with other regional, national and global initiatives; and

WHEREAS, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental sustainability issues of global importance at the local level; and

WHEREAS, the Greenest Region Compact, an update to the original pledge and sometimes referred to as the Greenest Region Compact 2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

WHEREAS, the Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

WHEREAS, the Greenest Region Compact offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to their local priorities; and will offer resources to help them succeed; and

WHEREAS, the consensus goals of the Greenest Region Compact will guide coordinated effort toward enhanced quality of life for residents, protection and stewardship of the environment and sustainable economic vitality.

NOW, THEREFORE, BE IT RESOLVED that the Village of Riverwoods endorses the Greenest Region Compact proposed by the Metropolitan Mayors Caucus and agrees to work to achieve its consensus goals, both in the Village and in collaboration throughout the region.

This Resolution shall be in full force and effect from and after its approval and passage as provided by law.

AYES:
NAYS:
ABSENT:

PASSED & APPROVED this 5th day of March 2024.

Kristine L. Ford, Village President

Attest:

Vivian Hofeld, Deputy Clerk

Item 14b: Approval of a Proposal (Replacement of Valves and Meter for the Thorngate Reservoir)

APPROVAL FOR THE REPLACEMENT OF VALVES AND METER FOR THE THORNGATE RESERVOIR.

Issue:

In 2022 Gewalt Hamilton Associates, Inc. (GHA) was informed by the Village of Northbrook that there was a steady low flow of water through the Thorngate reservoir fill valve. Northbrook’s meter, which the Village is billed from, is able to pick up on this flow but the Village-owned meter at the reservoir is not. Additionally, the control valve that would normally shut off water flow was not closing completely.

GHA contacted Metropolitan pump to rebuild the flow control valve to correct the leakage issues, but it was found upon disassembly that the nonremovable set was extremely pitted and not able to be repaired. It was also discovered the 8’’ gate valve ahead of the meter and flow control valve would not shut off completely creating difficulty when trying to make the necessary repair

Background:

An amount of \$54,000 was included in the proposed 2024 budget to cover the cost of this work. The cost of the flow control valve and the meter, which are being procured by GHA is \$27,115 which leaves \$26,885 in the budget estimate.

Two bids were procured for the work. The following chart provides a breakdown of the bids.

BID RESULTS	
Contractor	Total Bid
Dorner Company	\$22,761.00
Dahme Mechanical Industries. Inc.	\$42,688.00

GHA has reviewed the bid results and recommends that the bid be awarded to the low bidder, Dorner Company.

Recommendation:

Approve a contract in the amount of \$22,761.00 with Dorner Company to make the necessary repairs. The total project cost is within the amount included in the proposed 2024 budget.

ATTACHED DOCUMENTS:

Dorner Company Bid Proposal
Dahme Mechanical Industries Bid Proposal

RESPONSIBILITY:

Director of Community Services

To: Riverwoods, IL (C/O GHA Engineers)
 Ref: Riverwoods Pipe Modifications
 Attn: Rob Ullrich

Date: November 7, 2023
 Proposal No. Q2435msri
 Page: one of one

FOB: Factory
 Terms: N30
 Delivery: 3-4 Weeks

Make Order To: Dorner Company
 N61 W23043 Silver Spring Dr.
 Sussex, WI 53089

Sales Contact: Steve Pollock
 Phone No: (262) 932-2100 Main Office
 (262) 685-8389 Cell
spollock@dornerco.com Email

Prepared By: Steve Pollock

Item	Quan.	Description	Unit Price	Total
1	1	All Labor, Parts & Associated Materials For Modifications of 8.00" Reservoir Fill Line (FLG x FLG Spool Pieces, FLG 90 Elbow, FLG 45 Bend, MEGA Flange Adapters, Filler Pieces, 304SS Flange Bolt Packs/ Gskts, Clevis Wall Hanger, All Thread as Needed). Includes Installation of Customer Supplied 8.00" Water Meter & 8.00" Cla-Val Reservoir Fill Valve. Provide Rigging Equipment, Hoists and Straps As Required. Start Up of Valves by Dorner Company. Duration of Work will Take up to (4) Days to Complete.	\$ 22,761	\$ 22,761
Items NOT Included In Quote				
		Pump Station Bypassing Equipment		
		Connection to Auxillary Utilities if Applicable		
		Chlorination Or Disinfecting of Equipment		
		Field Applied Paint or Coatings		
		Disposal of Any Removed Equipment		
		Electrical Work		
		Overtime or Premium Pay to Perform Work		
		Bonds, Permit Fees, Or Liquidated Damages		
		Total		\$ 22,761

Notes: Prices quoted are FOB Factory with pre-pay & add. Quote valid for 30 days. Any applicable taxes are not included in the above pricing. Delivery times are estimated and are not guaranteed.

Item 14b: Approval of a Proposal (Replacement of Valves and Meter for the Thorngate Reservoir)

February 15, 2024

Gewalt Hamilton Associates, Inc.
625 Forest Edge Dr.
Vernon Hills, IL. 60061

Attn: Robert Ullrich

Re: Bannockburn & Riverwoods

Dear Mr. Ullrich:

Dahme Mechanical Industries is pleased to submit the following narrative as a proposed sequence and method(s) to provide the discussed improvements at the project site referenced above:

- Coordinate improvement and shut-down activities with plant personnel. DMI to assist if required.
- Remove 8" DI piping and fittings - Riverwoods
- Furnish and install 8" DI piping and fittings, pipe supports included - Riverwoods
- Install Owner furnished meter and cla-val - Riverwoods
- Furnish and install (3) silent check valves (DeZurik)- Riverwoods
- DMI will remove all construction materials from the work area.
- All electrical/SCADA work, painting, insulation, or anything not included above is expressly excluded from this proposal
- One-year parts and labor warranty are included for DMI-furnished items only

EXCLUSIONS:

1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. **Tank cleaning and draining**
3. **Only misc. material incidentals are included.**
4. All agreements contingent upon strikes, accidents, or delays beyond our control.
5. All work not included or described above.
6. All work not included in our trade agreements or reasonably assumed to be our responsibility

All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded. Payment terms are net 100%, due upon completion.

Total price for valves Labor:	\$42,688.00
--------------------------------------	--------------------

All labor or materials beyond the scope described above will be provided at cost + 15% mark-up, and a charge for all equipment utilized will be assessed as well. Dahme Mechanical Industries, Inc. standard insurance is included.

Thank you-

Rick Johnson
Dahme Mechanical Industries, Inc.
rjohnson@dmi-inc.net

Item 14c: Approval of Agreement with Teska Associates, Inc.

AGREEMENT BETWEEN
THE VILLAGE OF RIVERWOODS, IL.
AND
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this ____ day of *January*, 2024 by and between *The Village of Riverwoods*, an Illinois Municipal Corporation with office at 300 Portwine Road, Riverwoods, IL 60015, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with planning services, technical and professional support to the Village Staff and the Village Board, as further described herein (hereinafter referred to as the "the SERVICES"), and the CONSULTANT has signified its willingness to furnish the SERVICES to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those SERVICES outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder. The SERVICES shall be provided on an as-needed basis, as may be determined by the CLIENT, and each assignment shall be deemed a "PROJECT" for purposes of this Agreement.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on any PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the

Item 14c: Approval of Agreement with Teska Associates, Inc.

services described in Attachment "A". The CLIENT designates Steve Witt, *Director of Community Services*, to act as its representative with respect to the designation of Projects and the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign Lee M. Brown as Project Manager with respect to the work to be performed under this agreement.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to each PROJECT, assigned by the CLIENT plus reimbursement for directly-related expenses such as reproduction, subcontractors, etc.). It is understood that the retention of any subcontractor for which the CONSULTANT seeks reimbursement shall be subject to the prior written approval of the Client. The billing rates for professional staff are:

Lee M. Brown	\$195/hour
Michael Blue	\$\$165/hour
Other Principals	\$130 -- \$185/hour
Senior Associates	\$115 - \$125/hour
Associates	\$90 -- \$105/hour
Clerical/Technical	\$60/hour

No retainer nor minimum compensation for services is awarded with this agreement. Budgets and Tasks for individual assignments will be requested by the CLIENT, prepared by the CONSULTANT and agreed to by the CLIENT prior to execution of each assignment. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced monthly.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

Item 14c: Approval of Agreement with Teska Associates, Inc.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through December 31, 2024.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

Item 14c: Approval of Agreement with Teska Associates, Inc.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT harmless from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

Item 14c: Approval of Agreement with Teska Associates, Inc.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability, Professional Liability and Automobile Liability coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$3,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$500,000
Professional Liability Coverage	\$1,000,000

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
VILLAGE OF RIVERWOODS, IL



BY: _____
Lee M. Brown, FAICP
President

BY: _____

Date: _____

Date: _____

ATTACHMENT A
SCOPE OF SERVICES

1. The Study Area

For the purposes of this Agreement, the study area is defined as the Riverwoods, IL and all unincorporated land contiguous to and within 1-½ miles of the Village's municipal limits.

2. Consultant Services

CONSULTANT services will be provided in response to a specific request for services, (in writing or by phone) made by the Director of Community Services or their designee. The Director will request an estimate of the work effort and fees in advance of authorizing a work order. The following services may be provided by the CONSULTANT:

Development Review, Observation, and Testimony. This category of service includes all activities related to review of specific private development proposals, including, but not limited to the following:

- Meetings with Village staff, consultants and developers/property owners to review current development activity, plans and preliminary project proposals and applications.
- Review of development plans and preparation of advisory memoranda, including recommendations for each development application.
- Review subdivision, zoning and planned development applications.
- Preparation of fiscal impact analyses and or assessment of market analytics of proposed developments.
- Evaluation of project TIF eligibility or impact of a development on a TIF district.
- Site observation to ensure integrity of site and landscape plans through installation.
- Preparation of site observation reports noting compliance or installation deficiencies.
- Final site observation/inspection of site and landscape plans prior to final acceptance of improvements by Village

Item 14c: Approval of Agreement with Teska Associates, Inc.

- Expert testimony on behalf of the Village
- Attendance at Plan Commission and Zoning Board meetings, providing oral comments and recommendations.
- Attendance at Village Board meetings, as required.
- Staff Support Services, Special Planning Studies and Landscape Architectural Service. This category of service includes all activities not related to the review of specific private development proposals, including, but not limited to the following:
 - Coordination with the Director of Community Services in the scheduling and preparation of the Plan Commission, Zoning Board, or other meeting agendas.
 - Formulation of annexation, zoning and subdivision application procedures.
 - Interpretation of codes and ordinances.
 - Assistance with public notices.
 - Update Village zoning map.
 - Attendance at Plan Commission meetings, providing oral comments and recommendations.
 - Attendance at Village Board meetings, as required.
 - Oversight of compliance with zoning code and other development related ordinances.
- Updates, revisions, and amendments to the Zoning and Subdivision ordinances, or other development codes of the Village
- Updates, revisions, and amendments to the Comprehensive Plan of the Village
- Detailed special area plans and design guidelines for the business districts and other key development areas/corridors of the Village, illustrating the Village's preferred development approach.

Item 14c: Approval of Agreement with Teska Associates, Inc.

- Preparation of landscape plans for municipal sites, buildings, and roadways.

3. Meetings

During the period of the Agreement, the CONSULTANT will attend regular or special meetings of the Village Board, Plan Commission, Board Committees, Zoning Board of Appeals, Economic Development Commission, the Village Staff, or other special bodies, as requested by the CLIENT to provide advice on subjects related to the meeting agendas.

4. Special Assignments

As required, the CONSULTANT will provide professional and technical assistance on special assignments related to such subjects as: intergovernmental relations, development project review, code enforcement and amendment, tax increment finance, business district revitalization, capital improvements, economic development, public meetings, litigation, and other topics as requested by the CLIENT during the period of this Agreement.

5. Other Planning Projects as Assigned

From time to time, the Village, through the Director of Community Services may request Teska Associates, Inc. to, conduct studies, prepare alternatives, prepare documents or make recommendations related to current or long range planning issues for the Village of Riverwoods.

Professional Municipal Engineering, Public Works, and GIS
Services
Master Services Agreement
Village of Riverwoods
GHA Proposal No. 2024.M012

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Village of Riverwoods (Client), 300 Portwine Road, Riverwoods, IL 60015, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

For decades, GHA has provided various engineering, public works, and GIS services to the Village on a regular and as needed basis. These services range from engineering plan reviews, responding to resident inquiries, to providing engineering, public works, and GIS assistance to the various departments in the Village. This is not a complete listing of the services, but an example of the role that we have served. The amount of assistance GHA has provided continues to grow as the Village is forever evolving. To better understand the services GHA is providing, the Village of Riverwoods has requested to enter into a Master Services Agreement which is renewed annually.

II. Scope of Services

Based upon conversations between Village Staff and GHA, it was agreed that the best method to execute projects and services was to enter into this Master Services Agreement. We agree that projects over \$20,000 are anticipated to be a separate contract with the Village, otherwise services shall be paid on a time and material basis. Engineering scope shall include the following but is not limited to:

- A. Plan/permit review, site inspections, stormwater and drainage consultations, Capital Improvement Project management, budget coordination, board meeting attendance, project and permit meetings, enforcement officer duties, and staff correspondence.

Geographic Information System (GIS) services shall include the following but are not limited to:

- A. Proactive and Reactive GIS Services
 1. Proactive Services: Ongoing monitoring and maintenance of GIS infrastructure, routine data quality assessments and updates, trend analysis and recommendations for system optimization.
 2. Reactive Services: Swift response to GIS-related issues, requests, and incidents, troubleshooting and resolution of GIS service disruptions, emergency support for critical GIS operations.
- B. GIS Data and Application Cloud Hosting
 1. Features: Deployment of GIS applications on Amazon Web Services (AWS) cloud servers tailored to the Village's needs, scalable infrastructure to accommodate the Village's growing data requirements, data redundancy and backup solutions every 4 hours for enhanced disaster recovery, access to five (5) creator level license and unlimited viewer level licenses to edit and access secure GIS data and applications. Additional creator level licenses can be provided upon request.

Item 14e: Approval of Agreement with Gewalt Hamilton Associates, Inc.

2. Security and Compliance: Implementation of robust security protocols, aligning with the Village's specific security requirements, compliance with industry-standard data protection regulations, taking into account the Village's data.
- C. 3D-Enabled GIS Web Application**
1. Features: Interactive 3D mapping environment with seamless navigation, designed to cater to the Village's needs, integration of diverse spatial datasets in 3D format, specific to the Village's data sources, user-friendly querying and analysis tools with a focus on the Village's unique requirements, customizable 3D data layers for specialized applications relevant to the Village's use cases.
 2. Ongoing Maintenance: Regular updates, bug fixes, and performance enhancements tailored to the Village's operational needs, integration of additional 3D data sources as required by the Village, testing for cross-browser and device compatibility, considering the Village's technology landscape.

Public Works scope shall include the following but is not limited to:

- A.** ROINC (Responsible Operator in Charge), daily and weekly water required system inspection, respond to EPA sampling requirements, water and sewer service inspections, water meter billing review and customer question, respond to customer issues related to water and sewer issues, stormwater and drainage site reviews, Capital Improvement Project management, project and permit meetings, and staff correspondence, and any other duties the village may request from this division.

III. Key Personnel

Ms. Carissa Smith, P.E. will continue to function as the Client Contact with the Village, Village Engineering, and enforcement officer. She will be assisted by other staff at GHA for engineering-related matters. Mr. Greg A. Newton, GISP, will provide all GIS assistance. Additional professional and technical staff will provide support as needed. Mr. Micheal Grinnell will manage all public works and facility operations along with additional professional and technical staff as needed.

IV. Compensation for Services

GHA will continue to invoice using the attached hourly rates. Prior to the beginning of fiscal year we will submit updated rates to be used in the subsequent fiscal year. Reimbursable expenses, including items such as printing, messenger service, daily vehicle charge, mileage etc., will be billed to the Client without markup. Invoices will be submitted monthly and will detail services performed.

V. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

GHA will not be responsible for the construction means, methods, techniques, sequences, procedures, or safety precautions incidental thereto. GHA will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. GHA will endeavor to guard the Village

Item 14e: Approval of Agreement with Gewalt Hamilton Associates, Inc.

against defects and deficiencies in the work of the Contractor and may disapprove or reject work as failing to conform to the Contract Documents.

GHA acknowledges that the Village has retained GHA to provide the services contemplated herein based, in part, on the qualifications of the Key Personnel identified above. Should any of the identified Key Personnel be reassigned, no longer in the employ of GHA, or otherwise unable to provide the services under this agreement, the Village shall have the right to terminate the contract.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or GHA. GHA's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Village and GHA agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise. This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

Should you have any questions or if we can be of additional assistance, please feel free to contact us. If our proposal is acceptable, please sign and return a copy to our office, indicating your acceptance of this Agreement in its entirety.

We appreciate the opportunity to make our services available to you and look forward to continuing our service to the Village of Northfield.

Sincerely,
Gewalt Hamilton Associates, Inc.



Carissa Smith, P.E.
Senior Engineer
csmith@gha-engineers.com

AUTHORIZED BY:

Village of Riverwoods

Signature

Date

Name

Title

Encl. Attachment A
GHA Hourly Rates

ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
Item 14e: Approval of Agreement with Gewalt Hamilton Associates, Inc.
PROFESSIONAL SERVICES AGREEMENT

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.



**GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2024**

The following rates will remain in effect until December 31, 2024, at which time they are subject to an annual increase:

PRINCIPAL	\$ 200.00	ENGINEER TECHNICIAN V	\$ 170.00
SENIOR PROJECT MANAGER II	\$ 186.00	ENGINEER TECHNICIAN IV	\$ 140.00
SENIOR PROJECT MANAGER I	\$ 176.00	ENGINEER TECHNICIAN III	\$ 130.00
PROJECT MANAGER II	\$ 166.00	ENGINEER TECHNICIAN II	\$ 120.00
PROJECT MANAGER I	\$ 154.00	ENGINEER TECHNICIAN I	\$ 88.00
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ENGINEER VI	\$ 174.00	LANDSCAPE ARCHITECT	\$ 154.00
ENGINEER V	\$ 166.00	<hr/>	
ENGINEER IV	\$ 156.00	DATA MANAGER	\$ 136.00
ENGINEER III	\$ 148.00	DATA TECHNICIAN III	\$ 132.00
ENGINEER II	\$ 134.00	DATA TECHNICIAN II	\$ 124.00
ENGINEER I	\$ 122.00	DATA TECHNICIAN I	\$ 94.00
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LAND SURVEYOR IV	\$ 170.00	CAD MANAGER	\$ 176.00
LAND SURVEYOR III	\$ 148.00	CAD TECHNICIAN III	\$ 132.00
LAND SURVEYOR II	\$ 132.00	CAD TECHNICIAN II	\$ 124.00
LAND SURVEYOR I	\$ 124.00	CAD TECHNICIAN I	\$ 94.00
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GIS TECHNICIAN IV	\$ 175.00	ADMINISTRATIVE II	\$ 94.00
GIS TECHNICIAN III	\$ 145.00	ADMINISTRATIVE I	\$ 78.00
GIS TECHNICIAN II	\$ 120.00	<hr/>	
GIS TECHNICIAN I	\$ 100.00	ACCOUNTING MANAGER	\$ 160.00
<hr/>		ACCOUNTING II	\$ 124.00
ENVIRONMENTAL CONSULTANT II	\$ 136.00	ACCOUNTING I	\$ 110.00
ENVIRONMENTAL CONSULTANT I	\$ 130.00	<hr/>	

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

January 29, 2024

Village of Riverwoods
300 Portwine Road
Riverwoods, IL 60015

Attention: Stephen Witt, Director of Community Services

Subject: Wetland and Environmental Services Upon Request

Dear Mr. Witt:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal to provide on call wetland and environmental consulting services to the Village of Riverwoods. We propose to provide these services on a Time and Materials basis in 2024 using CBBEL's 2023 Billing Rates which are attached for your reference.

SCOPE OF SERVICES

The following services are proposed.

Task 1 – Wetland and Environmental Consultation Services: As requested, CBBEL will complete project reviews, attend meetings, provide opinions, etc., regarding wetlands, buffers, or other environmental questions or issues.

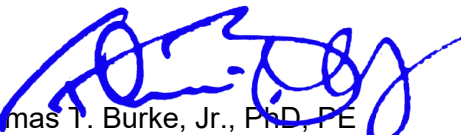
FEE ESTIMATE

We will bill you at the hourly rates specified on the attached 2023 Schedule of Charges. We will establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for review and application fees, mileage, blueprints, photocopying, printing, mailing, overnight delivery, and messenger services are not included in the Fee Estimate. Please note that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed on a time and materials basis at the attached hourly rates.

Item 14f: Approval of Agreement with Christopher B. Burke Engineering, LTD

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact me if you have any questions.

Sincerely,



Thomas T. Burke, Jr., PhD, PE
Executive Vice President

Encl. 2023 Schedule of Charges
 General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF RIVERWOODS.

BY: _____
TITLE: _____
DATE: _____

JMA/TTB/hmc
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Item 14f: Approval of Agreement with Christopher B. Burke Engineering, LTD

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

Item 14f: Approval of Agreement with Christopher B. Burke Engineering, LTD

CHRISTOPHER B. BURKE ENGINEERING, LTD.

GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

Item 14f: Approval of Agreement with Christopher B. Burke Engineering, LTD

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

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extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

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Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

Item 14f: Approval of Agreement with Christopher B. Burke Engineering, LTD

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

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specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

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Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

Item 14g ✓

Approval of Agreement with Baxter & Woodman Natural Resources LLC



RIVERWOODS

March 1, 2024

Baxter & Woodman Natural Resources,
LLC 8678 Ridgefield Road
Crystal Lake, IL 60012
Attention: Coilin McConnell
cmcconnell@baxterwoodman.com

Re: Engagement for Professional Services

Dear Mr. McConnell,

The Village of Riverwoods wishes to designate Mr. Steve Zimmerman, an employee of Baxter & Woodman Natural Resources, LLC (Baxter & Woodman), to serve as Village Ecologist. The Village takes special care in recognizing the need to preserve the natural woodland ecology in the Village and to that end adopted the Riverwoods Tree and Woodland Protection Ordinance.

As the Tree and Woodland Protection Ordinance states:

The protection of native woodlands depends especially on the adoption of a long-term policy of promoting the regeneration of native trees which populated the native woodlands once prevalent throughout the village. In particular, the preservation and regeneration of native trees in the village will promote the repair of ecologically disturbed areas and the gradual restoration of native woodlands.

To implement this ordinance, the Village used multi-spectral aerial imaging to delineate the boundaries of native woodlands and generate individual woodland delineation parcel maps for each parcel in the Village. Using these maps, Mr. Zimmerman was instrumental in creating a variety of cost-share programs under which our residents adopt ecological restoration programs for their individual parcels.

As Village Ecologist, Mr. Zimmerman will report to the Village President or designee from time to time. In his position, he will work with Village staff and other outside consultants and Village residents on ecological matters, which are expected to include:

- Resident and Village property stewardship
- Conservation project development and implementation
- Green infrastructure design and implementation

- Bioretention and natural stormwater management
- Ecological restoration planning, implementation and maintenance
- Planting of native trees, shrubs and trees
- Natural resource planning
- Environmental/floristic quality assessments and resource inventories
- Invasive species management
- Use of sustainable landscape practices

Baxter & Woodman also understands that the key responsibilities will include, but not be limited to:

- Assist in evaluation and implementation of relevant Village cost-sharing stewardship programs
- Consult directly with residents on a cost sharing basis
- Consult on ecological considerations in the management of Village-owned properties
- Participate in the Mayor's semimonthly consultants staff meeting
- Deliver timely verbal and written reports to the Village Board of Trustees on the matters listed above
- Provide education for residents and Village officials
- Assist in the formulation and execution/enforcement of relevant policies, regulations and ordinances
- Sign off on Village cost sharing issuances
- Interface with resident groups as requested by the Village
- Interact with outside agencies and governmental bodies
- Identify opportunities and assist with submitting grant applications
- Work with other Village consultants as needed on Village projects or in connection with staff review of private development projects and natural resource planning and impact in connection with such projects
- Review and approve Tree Permit Applications

The Village also engages the services of a certified arborist to serve as Village Forester. The duties of the Village Forester concern inspection of diseased and damaged trees, processing tree permit applications, conducting hazardous tree surveys and performing related activities. It is expected that the duties of Village Ecologist and Village Forester may occasionally overlap and that the consultants will work together to coordinate their respective activities and consult as needed as directed by the Village to achieve that end.

Baxter & Woodman agrees to invoice the village for time spent by Mr. Zimmerman in the performance of these duties, for which professional services Baxter & Woodman agrees to invoice the Village at a rate of \$150/hour or increment thereof, as adjusted from time to time upon prior written approval of the Village.

The Village President, or designated representative, will act as the liaison for the Village. Steve

Zimmerman shall be the person primarily responsible for performing such duties and no substitution of personnel shall be made without the Village's prior written consent.

The Tree and Woodland Protection Ordinance states that the position of Village Ecologist is to be performed by a consultant who is a trained restoration ecologist. By this letter, the Village hereby designates Mr. Zimmerman to serve in that capacity through Baxter & Woodman, serving as an independent consultant to the Village on the terms and conditions stated herein, including the General Terms and Conditions attached hereto as Exhibit A, which are incorporated herein by reference.

If Baxter & Woodman accepts the foregoing engagement, please acknowledge by countersigning this letter below.

The Village deeply appreciates the contributions of Mr. Zimmerman in the role of Village Ecologist and looks forward to a continuing collaboration with him and Baxter & Woodman.

Sincerely,

VILLAGE OF RIVERWOODS
Kristine L. Ford
Village President

AGREED AND ACCEPTED:

BAXTER & WOODMAN NATURAL RESOURCES, LLC

By: _____
Charles A. Brunner, PE, SE, Vice President

Exhibit A
General Terms and Conditions

1. **ENGAGEMENT OF CONSULTANT:** The Village retains Baxter & Woodman Natural Resources, LLC (the "Consultant") to perform, and the Consultant agrees to perform the environmental science and related professional services as set forth above and in these General Terms and Conditions (the "Agreement"). The Consultant shall perform its services in accordance with generally accepted engineering and consultant standards within the consulting engineering industry and shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this agreement. The relationship of the Consultant to the Village shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.
2. **COMPLIANCE WITH LAWS:** The Consultant shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the performance of the Agreement. The Consultant shall obtain, at its own expense, all permits and licenses, if any, that may be required to operate the business of the Consultant by federal, state, and local regulations and laws.
3. **INVOICES AND PAYMENT:** The Consultant shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The billing records shall be made available to the Village at reasonable times during the Agreement period, and for a year after the termination of the Agreement. Consultant will invoice the Village on a monthly basis and the Village will process for payment all statements received by the 10th day of each month for work done from the 1st day of the prior month.
4. **CONFIDENTIAL INFORMATION.** The term "Confidential Information" shall mean information in the possession or under the control of the Village that constitutes "Private Information" under the Illinois Freedom of Information Act that may be developed as a result of the computerized data and systems produced by Consultant in the course of the performance of the Services. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.
5. **TERMINATION:** The Village or Consultant may terminate this Agreement by giving sixty (60) days written notice to the other party. In such event, the Village shall forthwith pay the Consultant in full for all work previously authorized and performed prior to notice of termination. In the event of termination, the Consultant agrees to cooperate reasonably with any consulting engineer thereafter retained by the Village in making available information developed as the result of work previously performed by the Consultant. The Village may, at any time by written order, require

the Consultant to stop all or part of the services required by this Agreement. Upon receipt of such an order the Consultant shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The Village will pay for costs associated with suspension provided, they are deemed reasonable by the Village. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Consultant if the Village is dissatisfied with the services of the Consultant or if the person available to serve as Village Ecologist is not Steve Zimmerman or another trained restoration ecologist employee of Consultant then acceptable to the Village. The Consultant will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

Upon termination, the Consultant shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the Village. Cost of termination incurred by the Consultant before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Consultant a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice, the Consultant shall stop all work until said Agreement is reached.

6. INSURANCE. The Consultant and each of its agents and subcontractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure the Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include the coverages indicated on the Insurance Rider hereto. The Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages indicated in the Insurance Rider.
7. INDEMNIFICATION: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Village, its officials, and employees (collectively, Village) against all damage, liabilities or costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Village agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, to the extent caused by the Village's negligent acts in connection with services provided under this agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Village is legally liable. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

In the event the Village requires contractors or subcontractors working on Village projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the Village as an insured, the Village shall require said contractors or subcontractors to name the Consultant as an additional insured.

8. LIMITATION ON LIABILITY. No elected or appointed official, or employee of the Village shall be

personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

9. **OWNERSHIP AND REUSE OF DOCUMENTS:** The originals of all documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement shall remain the property of Consultant and are instruments of service. The Consultant shall provide the Village with reproducible copies of all documents, drawings, specifications, and other work products that shall be the property of the Village. Such documents, drawings, and specifications are not intended nor represented by the Consultant to be suitable for reuse by the Village or others on extensions of the services provided for the intended project or on any other project. The basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Consultant pursuant to the Agreement will be made available, upon request, to the Village without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the Village upon request. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Consultant, and the Village shall indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The above provisions also apply to electronic media files. The Consultant shall provide the Village with "AutoCAD drawing (dwg)" and "pdf" files of work performed for and paid for by the Village at the request of the Village, with the following provisions:
 - a. The documents are protected by the rules and regulations of U.S. Copyright Laws.
 - b. The use or reuse of original or altered electronic files by the Village or others the Village has released these files to, except for the Village's purposes stated herein, will be at the Village's own risk and liability.
 - c. The Consultant shall be indemnified and held harmless by the Village to the fullest extent of the law from any and all claims, suit, liability, demands, or costs arising out of the use or release of the information contained on the files except for the Village's purposes stated herein.
10. **VILLAGE-PROVIDED INFORMATION:** Consultant is entitled to reasonably rely on information furnished or to be furnished by Village. Village agrees to hold harmless and indemnify Consultant, its officers, agents, and employees from any and all claims of any kind arising out of or relating to any claims caused by an error or omissions in information provided by the Village which were the cause of the claim for damages and provided, further, that the Consultant's reliance on such information was reasonable under the circumstances. All information, worksheets, reports, design calculations, plans, and specifications as provided by the Village shall be the sole property of the Village.
11. **THIRD-PARTY BENEFICIARIES:** It is recognized that the services performed by Consultant are for the benefit of the Village and no other party. There are no third party beneficiaries to this Agreement.
12. **PROHIBITED INTERESTS:** No member of the governing body of the Village and no other elected or appointed officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take

appropriate steps to assure compliance,

13. INTEREST OF CONSULTANT AND EMPLOYEES: The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
14. NOTICE: Any notice relating to claims for damages or relating to allegations of default shall be in writing and shall be made by certified or registered mail, postage prepaid, return receipt requested, or reliable overnight courier, to the parties as follows: If to Consultant: Baxter & Woodman, 8678 Ridgefield Road, Crystal Lake, IL 60012, Attention: Charles A. Brunner, P.E., S.E., Vice President; If to the Village: Village of Riverwoods: 300 Portwine Road, Riverwoods, IL 60015, Attention: Village President.
15. NON-DISCRIMINATION: The Consultant shall not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
16. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties. No other writing, discussion or any other communication about possible terms is to be construed as forming part of the agreement between the parties. Any terms and conditions submitted by the Consultant as part of its proposal are specifically disavowed and such terms and conditions shall not supersede this Agreement.
17. BINDING EFFECT; ASSIGNMENT: The Consultant shall not assign this Agreement, or any of the work or services covered by this Agreement, without the express written consent of the Village. Subject to the preceding sentence, this Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.
18. LAW; VENUE; JURY WAIVER: This Agreement shall be construed in accordance with the laws of the State of Illinois. All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by Illinois courts. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Nineteenth Judicial Circuit, Lake County, Illinois. The parties waive all claims for consequential, punitive or special damages arising out of this Agreement. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.
19. COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in any number of counterparts, including by facsimile or electronic mail, with the same effect as if all parties hereto had executed the same document and delivery by facsimile or other electronic means shall be deemed an original; such counterparts shall together constitute but one agreement.

[End of General Terms and Conditions]

INSURANCE RIDER
RIVERWOODS INSURANCE AND INDEMNITY ORDINANCE

- **Coverage and Limits**

General Liability	\$1,000,000 each claim, \$2,000,000 aggregate [ISO CG 00 01 20 01 or equivalent]
Auto Liability	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory limits
Employer's Liability	\$1,000,000 / \$1,000,000 / \$1,000,000
Umbrella Policy	\$5,000,000, with follow form endorsement
Professional Liability	\$1,000,000, each claim, \$2,000,000 aggregate

- **Endorsements:**

CGL, Auto Liability and Worker's Comp:

- ✓ Waiver of Subrogation CGL - ISO Form CG 2404 1093, latest edition, or equivalent
Worker's Comp -- NCCI Form WC 00 03 13, or latest edition
- ✓ Primary and Non Contributory
- ✓ 30-day notice of cancellation (other than for non-payment of premium)

CGL and Auto Liability:

- ✓ Additional Insured endorsement.

- **Wording of Endorsements:** Additional Insured, Waiver of Subrogation, Primary and Non Contributory Endorsements on all policies (except for Workers Compensation and Professional Liability coverages) must contain the wording below:

"The Village of Riverwoods and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants, all in compliance with the terms of the Riverwoods Insurance and Indemnity Ordinance."

- **Certificate of Insurance:** Certificate of Insurance (COI) must be issued to the Village of Riverwoods, 300 Portwine Road, Riverwoods, Illinois 60015.

"THIS IS A SUMMARY OF REQUIREMENTS. REFER TO THE VILLAGE OF RIVERWOODS INSURANCE AND INDEMNITY ORDINANCE. PLEASE SEND THE DOCUMENTS TO ALLIANT AMERICAS, ATTENTION, CATHY JURICIC EASLY, Catherine.Juricic@alliant.com, Tel: (312) 595-8149."

BAXTER & WOODMAN, INC.
2024 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$260
Vice President	\$250
Engineer VII	\$240
Engineer VI	\$230
Engineer V	\$210
Engineer IV	\$195
Engineer III	\$175
Engineer II	\$155
Engineer I	\$135
Engineering Intern	\$80
Construction Manager II	\$200
Construction Manager I	\$180
Engineering Tech V	\$180
Engineering Tech IV	\$155
Engineering Tech III	\$140
Engineering Tech II	\$120
Engineering Tech I	\$100
Environmental Scientist V	\$185
Environmental Scientist IV	\$170
Environmental Scientist III	\$150
Environmental Scientist II	\$130
Environmental Scientist I	\$110
Professional Surveyor	\$200
Survey Manager	\$170
Survey Crew Chief	\$140
Surveyor, Project	\$120
Survey Technician	\$90
Spatial Technology Professional V	\$195
Spatial Technology Professional IV	\$195
Spatial Technology Professional III	\$170
Spatial Technology Professional II	\$140
Spatial Technology Professional I	\$130
Production Manager	\$180
CADD Tech III	\$150
CADD Tech II	\$135
CADD Tech I	\$100
Urban Planner V	\$185
Urban Planner IV	\$165
Urban Planner III	\$145
Urban Planner II	\$125
Urban Planner I	\$100
Administrative Support I to IV	\$100
Marketing Professional I to IV	\$150
Communication Specialist I to IV	\$150
Accounting Professional I to IV	\$120
IT Professional I to III	\$120
Data Analyst I to III	\$140



February 8, 2024

Stephen Witt, AIA, SE, CFM, CBO
Director of Community Services
Village of Riverwoods
300 Portwine Road
Riverwoods, IL 60015

Subject: Addendum 1- Baxter & Woodman Certified Wetland Specialist (CWS) services

Dear Mr. Witt:

The Village of Riverwoods is a Lake County "Certified Community" and therefore is delegated by the Lake County Stormwater Management Commission (LCSMC) to administer all or portions of the Lake County Watershed Development Ordinance (WDO).

Steve Zimmerman with Baxter & Woodman Natural Resources has been serving as the Village Ecologist since May 2015. Steve has also been a "Certified Wetland Specialist" in Lake County since February 2011 and continues to be certified through February 2026 (see attached SMC letter).

Mr. Zimmerman has the expertise and experience necessary to meet the requirements of the LCSMC and the Watershed Development Ordinance and can serve as the Village's designated Certified Wetland Specialist as an additional service under our existing agreement with the Village.

Sincerely,

BAXTER & WOODMAN NATURAL RESOURCES, LLC

A handwritten signature in black ink, appearing to read "Steve Zimmerman", with a long horizontal line extending to the right.

Steve Zimmerman, M.S.
Village of Riverwoods Ecologist



8678 Ridgefield Road, Crystal Lake, Illinois 60012
www.baxterwoodman.com



STORMWATER MANAGEMENT COMMISSION

January 10, 2023

Steven Zimmerman
Baxter & Woodman Natural Resources
8678 Ridgefield Road
Crystal Lake IL 60012

RE: Lake County Certified Wetland Specialist # C-131 - Re-Certification

Dear Steve:

The Lake County Stormwater Management Commission (SMC) is pleased to approve your re-certification as a *Certified Wetland Specialist (CWS)*, in accordance with the Lake County Watershed Development Ordinance (WDO). Your CWS certification is valid until February 23, 2026.

To maintain your certification, you will need to obtain a minimum of 24 hours of wetland-related training before the expiration date, including any designated SMC-mandatory training courses. If you are considering attending a training course and are not sure if will qualify as "wetland-related" training for your CWS certification, please provide us with information on the course (e.g., flyer, brochure, agenda, etc.) and we will advise you accordingly.

If you have any questions regarding your CWS certification, please feel free to e-mail me at gwestman@lakecountyil.gov.

Sincerely,

Lake County Stormwater Management Commission

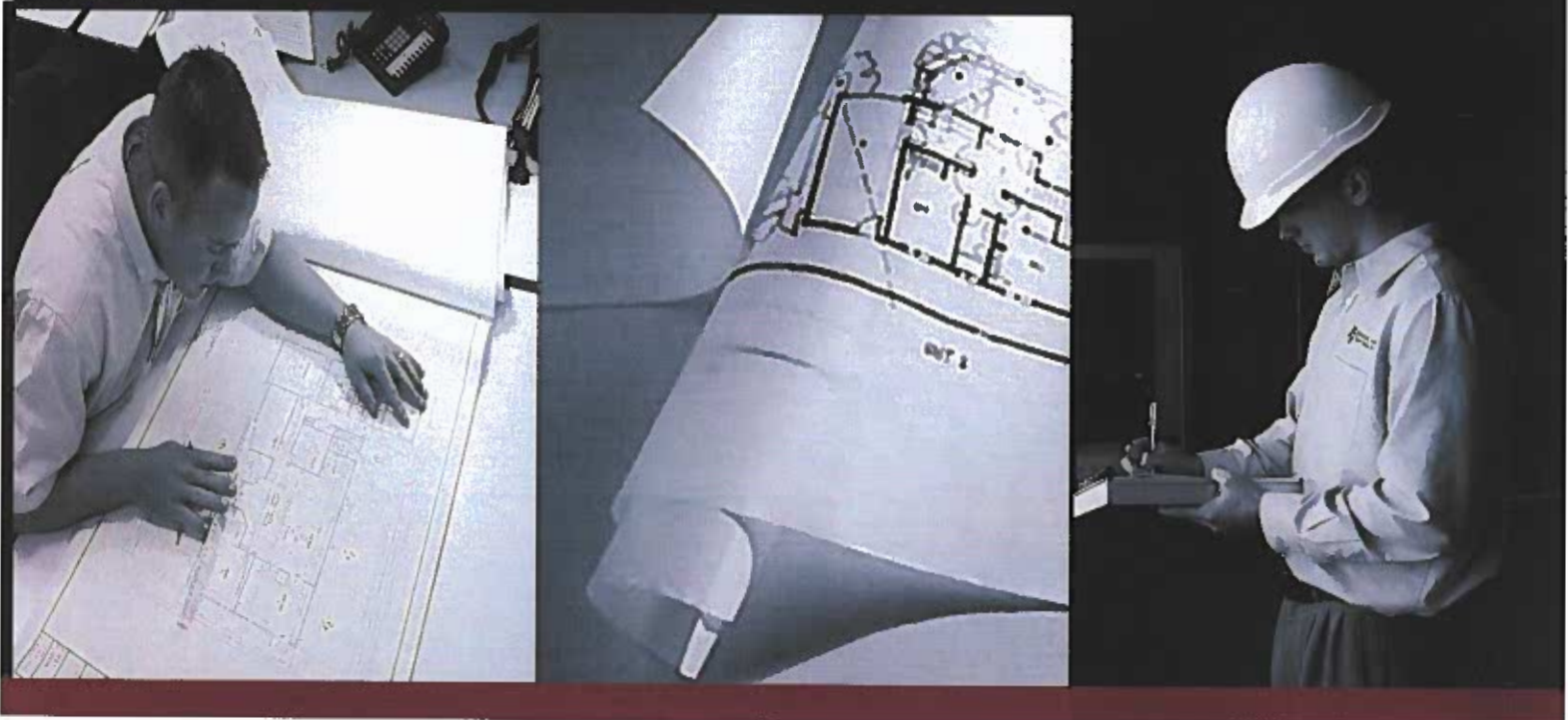
A handwritten signature in black ink that reads "Glenn H. Westman".

Glenn H. Westman, S.P.W.S., CWS
Principal Wetland Specialist/CWS Program Administrator

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
500 W. Winchester Road, Suite 201 • Libertyville, Illinois 60048 • 847/377-7700
<https://www.lakecountyil.gov/553/Stormwater-Management-Commission>

B & F CONSTRUCTION CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
® TRAINING • INSPECTIONS • CODE CONSULTING

Item 14h: Approval of Agreement with
B & F Construction Code Services, Inc.



March 1, 2024

Steve Witt
Director of Community Services
Village of Riverwoods
300 Portwine Road
Riverwoods, IL 60015

Thank you for the opportunity to present a proposal to the Village of Riverwoods for inspections and plan reviews.

If you have any questions please give me a call at 847-428-7010 or email ryarbrough@bfccs.org.

Sincerely,

Ron Yarbrough

Ron Yarbrough

B & F CONSTRUCTION CODE SERVICES, INC.
2420 Vantage Road • Elgin, IL 60124
Telephone: (847) 428-7010 • Fax: (847) 428-3151

PROFESSIONAL SERVICE AGREEMENT

Inspections/Plan Reviews

Statement of Qualifications

B & F Construction Code Services, Inc. provides building and fire protection plan review, and inspections. All technical personnel are certified and/or licensed to provide the services as described and requested.

Services to be Provided – Plan Review & Building Inspections

B & F Construction Code Services, Inc. shall:

Conduct complete plan reviews for commercial and residential projects for building, fire code, fire sprinkler, fire alarm, fire protection, plumbing, electrical, mechanical, energy, hood & duct, solar systems, pool, decks and accessory structures and any other plans requested to review in accordance with the codes and amendments adopted by the client. We can also provide high hazard use, NFPA 101, and virtually any other type of specialty reviews.

Conduct commercial and residential building, fire code, fire protection, plumbing, electrical, mechanical, energy, hood & duct, solar systems, commercial roofing, right-of-way, utility and property maintenance (rental, sale, transfer, and code enforcement) inspections. We are also able to perform annual fire inspections, life safety inspections, high hazard inspections, spray booth installations, and basically any other code related inspections.

Staff can attend pre-construction meetings and construction status meetings whenever requested. Upon availability, staff may be able to work at the client directly. The schedule shall be mutually agreed on.

Code consulting services shall be provided via phone, email, field, and individual/group meetings. Video conferencing will be utilized as necessary or as requested.

Digital Plan Review

B&F Construction Code Services, Inc. now primarily accepts electronic plan review submittals, physical submittals are continued to be accepted. To date approximately 80% of submittals are currently via electronic means.

Plan Review Process

Plan reviews submitted to our office are processed typically within two (2) business days. Upon processing, the client will receive a receipt indicating the scope of the review and the completion date (based on date received). Once reviews are completed, plan review letters are sent to the client via email and can also be sent directly to the applicant if requested. If the applicant has questions regarding a review comment, our letters contain contact information for each plan reviewer.

Schedule to Perform Plan Reviews – All Disciplines

All first reviews are performed typically within nine (9) business days from date they are received in our office and the second and all subsequent reviews are performed typically within five (5) business days. Typically there are no additional fees for any re-reviews up to three submittals, any subsequent submittals may be subject to an additional fee.

If a quicker turnaround time is desired, we offer Express Reviews. These Express Reviews are completed in four (4) business days and all second and subsequent reviews are also completed within four (4) business days.

Miscellaneous and simple projects can be reviewed in two (2) to three (3) business days. These reviews are subject to fee for re-reviews.

Schedule to Perform Inspections

Inspections require notice the day prior by 3:00 p.m. Inspections can be conducted between the hours of 8:30 a.m. and 3:30 p.m. Monday through Friday, excluding holidays. Inspection requests shall be emailed, called, submitted online. Additionally the client can approve B & F Construction Code Services, Inc. schedule inspections directly at no additional cost. Inspections can be made outside of these timeframes on an as requested basis for an additional cost. Days of the week and times during the day for inspections will be determined mutually by both parties.

The inspections are conducted as progress of the project takes place. All inspections are conducted and are documented with an inspection report indicating the results of the inspection. Inspector shall utilize company issued technology (tablets) to input inspection results real-time.

Inspectors shall contact customers, upon request, with estimated arrival times. We commit to adhere to inspection arrival times.

B & F Construction Code Services, Inc. maintains that it is the responsibility of the contractor or permit holder to ensure all required inspections are performed. B & F Construction Code Services, Inc. can provide evaluation services of inspection history, third party reports, and special inspections.

Qualifications

B & F Construction Code Services, Inc. provides building and fire protection plan review, inspections and training services for municipal building departments. All inspection and plan review personnel are certified and/or licensed to provide the services as described.

We currently provide inspections and plan review for the City of Harvey, Villages of Broadview, Matteson, Markham, Riverdale, Brookfield, Forest Park, Oak Lawn, West Chicago, Kingston, Kirkland, Shabbona, Hinckley, Waterman, Mettawa, Manhattan, Inverness, Elwood, Deer Park, Timberlane, and Poplar Grove.

In West Chicago and in Harvey, we provide full code enforcement services and administration including; inspections, notices of violation, tickets, adjudication, correspondence, testimony, etc.

There are other municipalities where we provide fill-in inspections when municipalities are in need of inspectors because of a large short-term workload or because they are down staff members due to vacations or extended leaves of absence. These municipalities include the City of Wheaton and Villages of Wheeling and Romeoville.

B & F Construction Code Services, Inc. performs plan review services for numerous other communities in Illinois and other states such as Michigan, New Jersey and Pennsylvania.

We have completed plan review and inspection services for large projects such as the new 3.8 Million Square Foot Amazon facility in Matteson as well as numerous Casino projects, including Four Winds Casinos in Michigan and Indiana, Bally (formerly Jumers) Casino in Rock Island, and Rivers Casino in Des Plaines.

Firm Information and Additional Qualifications

B & F Construction Code Services, Inc. is led by its founder Richard A. Piccolo who has more than forty years in the code enforcement arena. For many years, we have been providing Plan Reviews, Inspections, Building Department Administration, Code Consulting, and Training Services for Municipal Building Departments, Architectural Firms, Developers and Construction Workers. Our expertise is in all the Major Model Codes including the ICC (International Code Council) series, Illinois Plumbing Code, BOCA, NFPA, Accessibility and accepted industry standards and practices. We have performed over 110,000 plan reviews, conducted more than 600,000 construction inspections and over 220,000 code enforcement inspections. We have trained thousands of industry professionals nationwide. Our services have become the most sought after in the industry because of our continual focus on the three elements we have consistently delivered since inception...Quality, Value and Service.

We have over 50 technical employees which include a full-time staff of qualified, licensed (where applicable) and certified staff of Plans Examiners, Building Inspectors, Property Maintenance Inspectors, and support personnel. Our affiliate company, the Building and Fire Code Academy (BFCA) provides training nationwide to industry professionals and has received approval by the State of Illinois as a Licensed Vocational School, approval by the International Association of Continuing Education & Training (IACET) and the approval of the American Institute of Architects (AIA).

Some B & F Construction Code Services, Inc. staff are also instructors with the Building & Fire Code Academy. The Building & Fire Code Academy works in conjunction with the State of Illinois and the Illinois Department of Employment Security to provide free training to help unemployed Municipal Building Department employees maintain their certification. BFCA is a State of Illinois Certified Workforce Provider. Individuals participating in a certificate program, or our flagship Code Enforcement Career Development Program receive first hiring preference over other applicants. Additionally, the Building & Fire Code Academy maintains a job placement service for our students.

What is unique about B & F Construction Code Services, Inc. is the combination of conducting inspections and training code officials across the country. Many of our competitors attend our training classes at our office and we appreciate their trust and confidence in our excellence in training.

This separates B & F Construction Code Services, Inc. from its competition and not to mention that all of our staff are company employees and we do not employ contract employees. We provide hours of training to make sure our staff is prepared prior to being assigned to a client.

B & F Construction Code Services, Inc. has developed a system to manage the varying needs of our clients. This includes a proprietary system, which tracks the adopted codes and their local amendments. It also tracks each project, which includes what was submitted, when the project is due, and the status of each project including first and all subsequent reviews.

All of our clients use our plan submittal form with each set of plans submitted. This form gives us the specific type of reviews and any special instructions for each project.

We are a professional staff with company uniforms, vehicles (marked with company information on the vehicles), equipment, cell phones and the necessary materials to provide a high quality service for the municipality. We are available to serve the municipality in the best way possible.

Our experience is second to none!

Quality Control & Staff Development

B & F Construction Code Services, Inc. Plans Examiners, Field Inspectors and Technical Staff undergo rigorous training and are required to attend our weekly technical meeting. They also attend continuing education course training and certification training provided by the Building & Fire Code Academy and outside sources.

Our staff must be able to meet applicable Insurance Services Organization (ISO) standards and pass written and field examinations. Our Director of Technical Services works with inspectors and plans examiners regularly to continually develop areas of expertise and provide guidance for future growth. Part of this process includes random selection of completed projects for review and/or inspection, meeting with clients and field personnel to ensure our employees are providing the quality of work, care and service we require. Quality control and staff development also extends to support staff.

Costs for Services

Plan Review

See attached 2023 fee schedule for new construction and alteration plan review pricing. The cost of plan reviews shall be increased to the latest fee schedule every twenty four months.

Hourly Inspection Costs

Building, Electrical, Mechanical, Plumbing at \$85 per hour, and a minimum of 20 minutes per discipline plus one-way travel time.

Property Maintenance

Inspections shall be billed at an hourly rate of \$75 per hour per inspector plus one-way travel time.

General Project Consulting

Staff Consultations for new projects, code analysis, zoning issues, and other complex development issues shall be billed at \$160 per hour.

Emergency Inspection

An inspector can be made available for emergency inspections outside normal business hours (7:30am – 4:30pm). The cost of said services shall be at our general consulting rate per hour. The time shall include travel both ways as well as any inspection and report writing time with a minimum of four hours (4 hrs). For the purposes of this contract emergency inspections shall include, but not limited to, post fire inspections, inspections of structures after vehicle vs building incidents, determination of habitability or safety of structure, unsafe structures, building collapse, inspections required to restore utilities, large scale incidents that may require input from building department personnel.

After Hours Inspection

An inspector may be available for after-hours inspections outside normal business hours (7:30am – 4:30pm). The cost of said services shall be at hour general consulting rate per hour or double the fixed rate inspection for fire protection systems (fire alarm, fire sprinkler, special suppression, hood suppression, etc.) but no less than the hourly minimum. The time shall include travel both ways as well as any inspection and report writing time with a minimum of four hours (4 hrs).

Hourly services that are provided off site from the B & F Construction Code Services, Inc. office are subject to travel costs of one way per inspector per day.

This contract shall be subject to annual price increases for all hourly services that shall not exceed the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, IL, IN, WI Area issued by the United States Department of Labor between January 15 of the preceding calendar year and January 15 of the current calendar year or 3%, whichever is less.

Other Services

Cross Connection Program

Annual Cross Connection Surveys and Cross Connection Device testing for plumbing devices can be provided.

Ordinance Development

Assistance with the rewriting of existing ordinances or the development of new ordinances can be provided. This can include building codes, zoning, fees, property maintenance or any area where a building, zoning or planning department is involved. This can include agreements for building inspections, property maintenance inspections, zoning and planning and ordinances for building safety, zoning and fees. Building code updates will be priced based on complexity. Costs for these services are based per project.

Preliminary Reviews

Provide plan review and code consulting services for large and complex projects during initial stages (25%, 50%, etc. stage drawings) and address both high level design issues and specific questions the design professional may have. This service helps reduce final permitting and reduce the complexity of any code issues identified at that time

Point of Contact for Contract

Sean Fallows, Director of Technical Services

Rich Piccolo, President

Transmittal Method

As normal course of business, all correspondence from our main office shall be done electronically.

Start Date

Full services including all plan reviews and inspections can start on an agreed upon date.

Fuel Surcharge

Fuel surcharge – In the event fuel cost increase to a national average of Five Dollars (\$5.00) or more per gallon there will be eight percent (8%) added to the inspection (first and re-inspections) fee.

All B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance; and
- C. Professional Liability Insurance.

A Certificate of Insurance can be provided by request.

The client shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B & F Construction Code Services, Inc.

Client

Accepted By _____

Please Print _____

Title _____

Date _____

B & F Construction Code Services

Accepted By *Ron Yarbrough*

Please Print *Ron Yarbrough*

Title *Operations Supervisor*

Date *March 1, 2024*

Item 14h: Approval of Agreement with
B & F Construction Code Services, Inc.

B&F CONSTRUCTION CODE SERVICES, INC.

Building & Fire Protection Plan Review
Training · Inspections · Code Consulting

Plan Review

Inspections

Code Consulting

System Testing

Fire Protection

Code Adoption

System Analysis

Accessibility



B & F Construction Code Services, Inc.

B & F Construction Code Services, Inc. provides complete Plan Review Services for Municipal building departments nationwide. Plan reviews are based on model building codes including the International Code Series, BOCA, UBC, SBCCI, CABO, NEC, NFPA, Life Safety, your local amendments, energy, and accessibility requirements.

For Building, Plumbing, Mechanical, Electrical, Energy Conservation, and Fire Suppression and Detection systems, you can count on professional, accurate, and time-saving service by a staff committed to excellence.



Plan reviews identify areas of noncompliance (arranged numerically) including the code and section referenced, and inform your office of compliance or noncompliance with applicable codes and standards.

Initial plan reviews are completed typically within 9 business days of receipt; additional reviews completed typically within 5 business days of receipt. Free telephone consultation for all projects, all disciplines, and all parties involved is included. Priority Express plan review service is available for time-sensitive projects.

Additional Benefits

One Fee Per Project Discipline. Each project is invoiced for the first review only. Subsequent two reviews for the same project discipline are performed at no additional charge.

We accept plan reviews digitally or physically but prefer digital submittals. Digital Plan Reviews allow for faster and more efficient plan review and communication. If plans are paper, free FedEx Shipping of your plans and specifications to our office is provided for all municipal building departments.

Express Review Service is available for projects requiring an expedited review and is completed typically within 3 business days (additional fee required).

Choose the Billing Method that best suits your municipality. We will bill directly to the municipality or other responsible party as designated.

Why More Municipalities Choose B & F Construction Code Services, Inc....

- ◇ Nationwide
- ◇ We know the codes
- ◇ We include your local ordinances
- ◇ We're here when you need us
- ◇ Fast, accurate, reliable service
- ◇ No hidden costs, No extras
- ◇ We answer your questions
- ◇ No project too big or complex
- ◇ We are fully insured
- ◇ Proven knowledge & experience
- ◇ We provide the services you want & need
- ◇ Our reputation
- ◇ We're Always Here to Help

Codes and Standards that are utilized

- | | | |
|-----------------------------------|----------------------------|--------------------------|
| ◇ International Code Series (ICC) | ◇ National Fire Code | ◇ State Codes/Amendments |
| ◇ Legacy Codes | ◇ NFPA Standards | ◇ Local Ordinances |
| • BOCA | ◇ National Electrical Code | |
| • Uniform | ◇ Reference Standards | |
| • CABO / etc. | ◇ Accessibility Codes | |

B & F Construction Code Services, Inc.
2420 Vantage Drive • Elgin, IL 60124
P.O. Box 5178 • Elgin, IL 60121

Phone: 847-428-7010 • Fax: 847-428-3151 • Toll Free 800-232-5523
www.constructioncodes.com • bfees@bfees.org

Plan Review Fee Schedule

COMMERCIAL

Building Size	Building Review	25% of Building Fee	50 % of Building Fee
Up to 60,000 Cubic Ft.	\$375.00	\$110.00*	\$187.50
60,001 to 80,000 Cubic Ft.	\$460.00	\$115.00	\$230.00
80,000 to 100,000 Cubic Ft.	\$590.00	\$147.50	\$295.00
100,001 to 150,000 Cubic Ft.	\$680.00	\$170.00	\$340.00
150,001 to 200,000 Cubic Ft.	\$770.00	\$192.50	\$385.00
Over 200,000 Cubic Ft.	\$900.00 + \$8.50 (per 10,000 Cu. Ft.)	\$225.00 + \$2.13 (per 10,000 Cu. Ft.)	\$450.00 + \$4.25 (per 10,000 Cu. Ft.)

Footing and Foundation	25% of Building Review (Min. \$310.00)
NFPA 101 Plan Review	25% of Building Review (Min. \$310.00)
Mechanical Review	25% of Building Review*
Plumbing Review	25% of Building Review*
Accessibility Review (not included in building review)	25% of Building Review*
Electrical Review	50% of Building Review*
Med Gas	50% of Building Review*
Fire Code	50% of Building Review (Min. \$210.00)
Energy Code	50% of Building Review (Min. \$210.00)
Commercial/Industrial Zoning	\$250.00 per 20,000 square feet of site area
Hood & Duct Plan Review (Type 1 w/o suppression)	\$260.00 per System
Hood & Duct Plan Review (Type 2)	\$215.00 per System
Spray Booth Plan Review	\$400.00 per Booth
Hourly Plan Review (Specialty & Revisions)	\$160.00 per Hour
Technical Submittal Review	\$125.00
In-Ground Pool Plan Review	\$470.00 per Pool
Express Plan Review	x 2.5 of Plan Review
HPM, High Hazard, Processing Piping	x 1.5 of Building Plan Review
Medical Case Facilities (Hospitals and Ambulatory Care)	x 2 of Building Plan Review
Solar (PV) Systems (Up to 200kw DC)	\$1200 min

*110 minimum for each discipline when multiple disciplines are submitted at the same time.

** Minimum includes up to 50,000 sq. ft. footprint, for every addition 50,000 sq. ft. is an additional \$50 (this shall not be interpolated) and multistory buildings as defined by the IBC shall have an additional 20% added.

RESIDENTIAL

One and Two Single Family Dwellings	
Up to 3,200 square feet (including basement)	\$700.00 per Dwelling Unit
Up to 3,200 square feet (including basement and zoning)	\$800.00 per Dwelling Unit
Over 3,200 square feet (including basement)	\$0.23 per Square Foot
Over 3,200 square feet (including basement and zoning)	\$0.24 per Square Foot
Miscellaneous Plan Review	Per Discipline**
In-Ground Pool Plan Review	\$470.00 per Pool
Priority Express Plan Review	x 2.5 of Base Plan Review
Solar (Photovoltaic) Systems	\$265.00 (\$150.00 for Revisions)

Subdivisions call for pricing.

** Misc. Reviews that comply on the first review are at a rate of \$30.00 per discipline and reviews that do not comply on the first review face a rate of \$50.00 per discipline. This higher charge is to capture the additional time and expense of re-reviews.

Plan Review Fee Schedule

FIRE PROTECTION

Fire Suppression Systems (Includes fire pump, hose stations and standpipes)	
1 to 100 sprinkler heads	\$475.00
101 to 200 sprinkler heads	\$625.00
201 to 300 sprinkler heads	\$725.00
301 to 500 sprinkler heads	\$925.00
Over 500 sprinkler heads	\$1000 + \$1.00 each up to 20k, then \$0.75
Modifications (40 or fewer sprinkler heads without calculations)	\$215.00
Residential systems (NFPA 13D)	\$260.00
Fire Alarm Systems	
Fire Alarm system Modification (existing system alterations 5,000 sq.ft. or less)	\$0.017 per sq.ft. (\$250 min)
Hood Suppression with 15 or less points	\$215 per System
Hood Suppression with 16-29 flow points	\$270.00 per System
Hood Suppression with 30 flow points or more	\$320.00 per System
Chemical Suppression systems (excluding hood suppression)	
Carbon Dioxide / Clean Agents	\$375 plus alarm fees \$200 for up to 105 pounds of agent, \$1 each pound over
Dedicated Fire Hydrant or Standpipe System	\$25 per valve (\$300 min)
Emergency Radio Communication Coverage (ERCC)	\$0.005 per sq.ft. (\$600 min)

CONSULTING

Code Consulting	
Senior Staff	\$195.00 per hour
Supervisor Staff	\$175.00 per hour
Staff	\$155.00 per hour
Village Management/Administration	
Senior Staff	\$135.00 per hour
Supervisor Staff	\$120.00 per hour
Staff	\$100.00 per hour

OTHER SERVICES

Code Writing and Adoption Assistance
Water Flow/Backflow/Hydrant Flushing Device Testing
Special Safety Training and Disaster Planning
Building Department Analysis
Fire Protection System Analysis
Existing Building Evaluation

Inspection Fee Schedule

COMMERCIAL

New and Existing, based on square footage

Building	\$0.15 per square foot
Mechanical	\$0.05 per square foot
Electrical	\$0.05 per square foot
Plumbing	\$0.05 per square foot
Energy	\$0.03 per square foot

Minimum fees applies

Special systems are an additional charge.

RESIDENTIAL

New Construction, Remodels and Additions One and Two Single Family Dwellings

Up to 3,200 square feet (including basement)	\$700.00 per Dwelling Unit*
Over 3,200 square feet	\$0.22*

* Minimum rates for remodels and additions plan reviews apply

Hourly and per Inspection rates available.

FIRE PROTECTION

Sprinkler

Underground Rough (Piping)	\$300.00
Underground Hydrostatic	\$300.00
Underground Flush	\$300.00
Any two underground inspections at the same time	\$450.00
All three underground inspections at the same time	\$600.00
Sprinkler Modification Rough (20 or fewer heads)	\$300.00
Hydrostatic Test per riser per floor	\$325.00
Fire Pump Test	\$225.00
Final Sprinkler Inspection/Test	\$275.00
Single Family (Includes rough & final)	\$275.00
Single Family Re-Inspection	\$150.00

Unless otherwise noted, failed re-inspections are at the same rates noted above.

Fire Alarm

Rough	\$250.00
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The following fees are based on the number of initiating devices. Initiating devices include smoke and heat detectors, pull stations, duct detectors, monitoring devices, flow switch, tamper switches and special detection devices.

Fire alarm Test (Final Inspection)

1 - 20 devices	\$275.00
21 - 49	\$450.00
50 - 99	\$750.00
100 and over	\$800.00 + \$4 per device over 99

Re-Inspections/Tests are based on the number of devices to be tested.

Special Suppression (Dry Chemical, Clean Agent, etc.)

Rough**	\$300.00
Final**	\$250.00
Hood Suppression Systems	\$200.00

**Additional Fire Alarm fees maybe applicable

OTHER

When the cost of fuel (gasoline) increases above \$5.00 per gallon for any period within the month their shall be a fuel surcharge of \$8 per inspector per day. The rate shall be set by the U.S. Energy Information Administration for the Midwest Region for Regular Reformulated.

Item 14h: Approval of Agreement with
B & F Construction Code Services, Inc.



Building & Fire Code Academy

Welcome to new educational opportunities offered by the Building & Fire Code Academy. The Building & Fire Code Academy (BFCA), provides comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide. Our programs benefit thousands of building and fire officials, inspectors, design professionals, contractors and developers across the country. The Building & Fire Code Academy has established the first of its kind facility dedicated to providing continuing educational opportunities to construction industry professionals. The Building & Fire Code Academy instructors conduct on-site, open registration and private continuing education training. On-site and open registration courses are scheduled throughout the year and announced by direct mail, trade associations, fax, and our Web site. Registrations are completed directly with our office.

Providing comprehensive and practical education in the application, implementation, and enforcement of building and fire codes for construction industry professionals nationwide.

Call us to schedule your on-site training class. Choose from our standard course offerings or request topics customized to suit the specific educational needs of your organization. We can show you how even small groups can benefit, or tell us you want to be on our mailing list.



The Building & Fire Code Academy is approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102. In

obtaining this approval, the Building & Fire Code Academy has demonstrated that it complies with the ANSI/IACET Standards which are widely recognized as standards of good practice internationally.

As a result of their Authorized Provider membership status, the BFCA is authorized to offer IACET Continuing Education Units (CEUs) for its programs that qualify under the ANSI/IACET Standards.

The BFCA is additionally an Illinois Workforce Development System approved training provider and an American Institute of Architects/ Continuing Education System (AIA/CES) Registered Provider.

Architects completing Academy classes earn Learning Units (LUs). HSW (Health, Safety, and Welfare) credit may also be available. Other measures of accomplishment include contact, clock, or class hours.



Building & Fire Code Academy

2420 Vantage Drive • Elgin, IL 60124

Phone: 847-428-2951 • Fax: 847-428-2911 • Toll Free: 800-488-7057

www.bfcaacademy.com • bfea@bfcaacademy.com