# AGENDA

Village Board
Tuesday, May 26, 2026
7:00 PM
Temporary Village Hall
1000 E. Woodfield Rd.
Schaumburg, IL 60193

VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

## A G E N D A

Informational

Watch Live Webcast Here:

https://youtube.com/live/SLvnryV4wbw?feature=share

Thank you for your interest in Schaumburg Village Board meetings! Regular meetings of the Village Board are held at 7 pm on the second and fourth Tuesday of each month at the Schaumburg Village Hall in the Board Room at 1000 Woodfield Road. Members of the public are welcome to attend.

The Village Board uses a consent agenda for its meetings. The consent agenda is comprised of recommendations that have been advanced by 7 standing committees. These standing committee meetings are open to the public and held at regularly scheduled dates and times. Standing committees review items in detail and allow the members to discuss items, reach consensus, and make non-binding recommendations to the full Village Board. Because the items advanced by standing committees have been fully discussed at the committee level, recommendations are generally not subject to further deliberation at Village Board meetings. Items on the consent agenda may also be recommended by the Zoning Board of Appeals, Plan Commission, or the Village Manager. An elected official, staff member, or member of the general public may request that an item be removed from the consent agenda for further discussion. If there is such a request, the item can be removed from the consent agenda and discussed under committee reports.

**PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES.**

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Minutes

A. May 12, 2026

V. Approval of Expenditures

A. $9,307,401.67

VI. Presentations

A. Presentation of Awards to Employees for Public Service Recognition Week

B. Presentation of Retirement Award for Twelve Years of Service to Donna Robertelli, Customer Service Clerk

VII. Liquor License Requests

A. Request from Mr. Josh Goodell for One (1) Class A Liquor License for Velvet Taco located at 1260 N. Meacham Road (New Business).

VIII. Consent Agenda

The Consent Agenda will be read in its entirety and voted on as one motion to approve. If you wish to discuss an item further, please indicate that when the item is read by the Village Clerk so that it can be removed from the Consent Agenda and discussed further under Committee Reports. Otherwise, all items will be approved as presented on the Consent Agenda.

IX. Liquor License Requests - One (1) Day Liquor License Requests

A. Recommendation to Approve the Request from Global Brew Tap House for Four (4) Class D One Day Liquor Licenses for Live! at 90N Midweek Series event and to waive the Fee
- [motion] to recommend the Village Board approve the request from Ms. Shashin Vyas of Global Brew Tap House for Four (4) Class D One Day Liquor Licenses for Live! at 90N Midweek Series on May 20, 2026, June 17, 2026, July 15, 2026, and August 19, 2026, at 2020 Parkside Drive (Waive Fee).

B. Recommendation to Approve the Request from Schaumburg Firefighters Benevolent Association for One (1) Class D One Day Liquor License for the annual charity softball event and to waive the Fee
- [motion] to recommend the Village Board approve the request from Mr. Nick Merrell of Schaumburg Professional Firefighters Benevolent Association for One (1) Class D One Day Liquor License for the annual charity softball tournament on September 12, 2026 at Olympic Park located at 1675 Old Schaumburg Road (Waive Fee).

X. Proclamations

A. Al Larson Cultural Center 40th Anniversary Month - June 2026

XI. Correspondence

A. Recommendation to Approve the Request from Military Outreach USA to Ratify a Raffle
- [motion] to recommend the Village Board approve the request from Military Outreach USA to ratify a raffle held on May 22, 2026 at Wintrust Field located at 1999 S. Springinsguth Road, and waive the fidelity bond requirement.

XII. Engineering and Public Works Committee

A. Recommendation to Approve an Agreement for Supplemental Engineering Services with Gewalt Hamilton Associates, Inc.
- [motion] to recommend the Village Board authorize the Village Manager and Village

Clerk to execute an agreement for Supplemental Engineering Services with Gewalt Hamilton Associates, Inc. of Vernon Hills, IL in the amount of $209,070, and approve the required Resolution.

B. Recommendation to Approve an Agreement for Supplemental Engineering Services with Michael Baker International
- [motion] to recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement for Supplemental Engineering Services with Michael Baker International of Chicago, IL in the amount of $210,605, and approve the required Resolution.

C. Recommendation to Award Bid for the 2026 Street Improvement Program – Contract No. 2 to Builders Paving, LLC
- [motion] to recommend the Village Board award the bid for the 2026 Street Improvement Program – Contract No. 2 to the lowest responsible bidder, Builders Paving, LLC of Hillside, IL, in the amount of $4,565,808.

D. Recommendation to Authorize Participation in the Illinois State Contract and Award the Purchase of One Freightliner Truck Chassis to TransChicago Truck Group
- [motion] to recommend the Village Board authorize participation in the Illinois State Contract and award the purchase of one Freightliner Truck Chassis to TransChicago Truck Group of Elmhurst, IL in an amount not to exceed the approved budget.

E. Recommendation to Approve Waiver of Competitive Bidding and Award the Purchase of One Ambulance to Foster Coach Sales, Inc.
- [motion] to recommend the Village Board approve waiver of competitive bidding and award the purchase of one Ambulance to Foster Coach Sales, Inc. of Sterling, IL in an amount not to exceed the approved budget.

F. Recommendation to Authorize Participation in the Suburban Purchasing Cooperative and Award the Purchase of Six Ford Interceptors to Currie Motors
- [motion] to recommend the Village Board authorize participation in the Suburban Purchasing Cooperative Contract and award the purchase of six (6) Ford Interceptors to Currie Motors, of Frankfort, IL,in an amount not to exceed the approved budget.

G. Recommendation to Authorize Participation in the Sourcewell Cooperative Purchasing Program and Award the Purchase of One Pierce Fire Engine and One Pierce Fire Truck to MacQueen
- [motion] to recommend the Village Board authorize participation in the Sourcewell Cooperative Purchasing Contract and award the purchase of one Pierce Fire Engine and one Pierce Fire Truck to MacQueen of Aurora, IL in an amount not to exceed the approved budget.

H. Recommendation to Authorize Participation in the Suburban Purchasing Cooperative and Approve the Purchase of One Ford F-350 and One Ford F-450 to Sutton Ford
- [motion] to recommend the Village Board authorize participation in the Suburban Purchasing Cooperative Contracts and award the purchase of one Ford F-350 and one

Ford F-450 to Sutton Ford Auto Group, of Matteson, IL in an amount not to exceed the approved budget.

I. Recommendation to Authorize Participation in the Sourcewell Cooperative Purchasing Program and Award the Purchase of Two Ford E-Transits to Olathe Fleet
- [motion] to recommend the Village Board authorize participation in the Sourcewell Cooperative Purchasing Contract and award the purchase of two (2) Ford E-Transits to Olathe Fleet of Olathe, KS in an amount not to exceed the approved budget.

XIII. Finance, Legal, and General Government Committee

A. Recommendation to Approve the Finance Department Monthly Report for April 2026
- [motion] to recommend the Village Board approve the Finance Department Monthly Report for April 2026.

B. Recommendation to Approve a Development Agreement for a Cook County Class 6B Property Tax Incentive at 415 E. State Parkway for 415 E. State LLC with Special Circumstances
- [motion] to recommend to the Village Board approval of a Development Agreement for a Cook County Class 6B property tax incentive at 415 E. State Parkway for 415 E. State LLC with special circumstances, and approve the required Resolution.

C. Recommendation to Approve Membership Dues for Illinois State Chamber of Commerce
- [motion] to recommend the Village Board approve membership in the Illinois State Chamber of Commerce, and that membership dues in the amount of $1,331.00 be paid.

D. Recommendation to Approve Northwest Municipal Conference Membership Dues
- [motion] to recommend the Village Board approve membership in the Northwest Municipal Conference, and that membership dues in the amount of $25,528 be paid.

E. Recommendation to Approve DuPage Mayors and Managers Conference Membership Dues
- [motion] to recommend the Village Board approve membership in the DuPage Mayors and Managers Conference, and that membership dues in the amount of $3,927.24 be paid.

F. Recommendation to Approve Sierra ITS Technical Staffing Services for FY 26/27
- [motion] to recommend the Village Board approve continuation of technical staffing services with Sierra ITS of Park Ridge, IL, and approve issuance of a paydown purchase order in the amount of $378,144.

XIV. Public Safety Committee

A. Recommendation to Approve an Intergovernmental Agreement between the Village of Schaumburg and the Village of Hoffman Estates for Reciprocal Temporary Use of Emergency Vehicles
- [motion] to recommend the Village Board approve an Intergovernmental Agreement between the Village of Schaumburg and the Village of Hoffman Estates for Reciprocal

Temporary Use of Emergency Vehicles, and approve the required Resolution.

B. Recommendation to Adopt an Ordinance Amending Title 3, Chapter 41, Section 41.01 of the Schaumburg Village Code Relative to Non-Transport Ambulance Service Charges
- [motion] to recommend that the Village Board adopt an Ordinance amending Title 3, Chapter 41, Section 41.01 of the Schaumburg Village Code Relative to Non-Transport Ambulance Service Charges.

XV. Zoning Board of Appeals

A. Recommendation to Approve a Special Use for a Medical College for Niazee School of Osteopathic Medicine / 1300 Woodfield Road
- [motion] to recommend the Village Board Approve a Special Use for a Medical College for Niazee School of Osteopathic Medicine (1300 Woodfield Road - Z2603-03).

XVI. Resolutions (Next Res. R-26-039)

A. Resolution No. R-26-_____A Resolution Authorizing the Village Manager and Village Clerk to Execute an Agreement for Supplemental Engineering Services with Gewalt Hamilton Associates, Inc.

B. Resolution No. R-26-_____A Resolution Authorizing the Village Manager and Village Clerk to Execute an Agreement for the Supplemental Engineering Services for the Engineering and Public Works and Transportation Departments with Michael Baker International.

C. Resolution No. R-26-_____A Resolution Approving and Authorizing a Cook County Class 6B Real Estate Tax Classification for 415 E. State Parkway, Schaumburg, Illinois (415 E State LLC).

D. Resolution No. R-26-_____A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the Village of Hoffman Estates and the Village of Schaumburg for Reciprocal Temporary Use of Emergency Vehicles.

XVII. Ordinances (Next Ord. 26-043)

A. Ordinance No. 26-____An Ordinance Granting a Special Use for a Medical College for Niazee School of Osteopathic Medicine (1300 Woodfield Road - Z2603-03) [first reading - motion to waive first reading].

B. Ordinance No. 26-_____An Ordinance Amending Title 3, Chapter 41, Section 41.01 of the Schaumburg Village Code Relative to Non-Transport Ambulance Service Charges [first reading - motion to waive first reading].

XVIII. Committee Reports

XIX. Comments from the Public

XX. Counsel Report

XXI. President's Report

XXII. Manager's Report

XXIII. Trustee Comments

XXIV. Adjournment

XXV. Executive Session

XXVI. Reconvene

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Manager's Office at 847.923.4705, preferably no later than five days before the meeting.

VILLAGE OF SCHAUMBURG

# AGENDA ITEM SUMMARY

**May 12, 2026**
**05/26/26**
**Village Board**

Presenter:
Lead Department: General Government

***Executive Summary:***

***Recommended Action:***

**ATTACHMENTS:**
- 2026-05-12.docx

**VILLAGE OF SCHAUMBURG** **"UNAPPROVED"**
**VILLAGE BOARD MINUTES**
**TUESDAY, MAY 12, 2026**
**PARKER HALL**

# M I N U T E S

**I. CALL TO ORDER:** 7:00 PM

**II. Roll Call** – Trustee LaRosa, Bieschke, Sullivan, Clar
Trustee Madej, Patel - Absent
President Dailly

**STAFF PRESENT:** P. Hewson – Deputy Village Manager
L. Malina – Village Attorney
D. Bourgault – Village Attorney
F. Puccini – Fire Chief
G. Wolf - Chief of Police
L. Petersen – Director/Finance
M. Frank – Director/Economic Development
M. Krawiec – Program Manager/Transportation
M. Hall – Director/Engineering & Public Works
P. Schaak – Director/Information Technology
J. Carey – Director/Human Resources
T. Weiler – Director/Cultural Services
E. Sugarman – Production Supervisor/Cultural Services
K. Schref – Director/Communications and Outreach

**OTHERS PRESENT:**

**III. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Trustee LaRosa.

**IV. APPROVAL OF MINUTES:**

A. Trustee LaRosa made a motion to approve the April 28, 2026, Village Board Minutes and Trustee Bieschke seconded the motion. Voice vote – 4-0. Motion carried unanimously.

**V. APPROVAL OF EXPENDITURES:**

$6,510,300.56 – Trustee Clar made a motion to approve the expenditures as presented and Trustee Sullivan seconded the motion. Roll Call – Trustee LaRosa, Bieschke, Sullivan, Clar. Trustees Madej, Patel absent. No Trustee voted nay. Motion carried unanimously.

## VI. PRESENTATIONS

A. Presentation of Youth Orchestra Scholarships by Eddie Sugarman, Assistant Director of Cultural Services and Donna Robertelli, Youth Program Assistant

Eddie Sugarman, Donna Robertelli, and Tiana Weiler, Director of Cultural Services, presented awards to the following:

Senior Scholarship Awards:

| | |
|---|---|
| Julia Gorcik | ALCC Foundation Choral Scholarship |
| Jiho Park | Leo Chan Alumni Award |
| Abraham Thomas | Ruth Park Senior Music Scholarship |
| Aaron Trenery | Kelliher-Miller Scholarship, sponsored by former Schaumburg Village Senior Trustee George Dunham |

| | |
|---|---|
| Anisvar Sundaram | Raina Kim |
| Rishan Kolli | Aashna Chandran |
| Jade Lee | Hanna Doroz |
| Xavier Mejia | Calin Garbu |
| Kiara Neema | Bhargav Hareesh |
| Victor Osorio | Samira Jacobo |
| Maya Pandolfi | Leroy Jing |
| Brady Simon | Mrunmayi Kamble |
| Hadessah Yamnitz | Charity Kim |
| Khloe Zhang | Evelyn Kim |

## VII. CONSENT AGENDA:

President Dailly stated the consent Agenda will be read in its entirety and voted on as one motion to approve. If you wish to discuss an item further, please indicate that when the item is read by the Village Clerk so it can be removed from the Consent Agenda and discussed further under Committee Reports. Otherwise, all items will be approved as presented on the Consent Agenda.

Jane Lentino, Village Clerk, read the Consent Agenda.

VIII. Liquor License Requests - One (1) Day Liquor License Requests

A. Recommendation to Approve the Request from Global Brew Tap House for One (1) Class D One Day Liquor License for Schaumburg Springfest event and to Waive the Fee

- [motion] to recommend the Village Board approve the request from Mr. Shashin Vyas of Global Brew for One (1) Class D One Day Liquor License for Schaumburg Springfest on May 9, 2026, at 235 E. Beech Drive (Waived Fee).

B. Recommendation to Approve the Request from St. Gregory of Nyssa Parish for One (1) Class D One Day Liquor License for a Bingo Event and to Waive the Fee
-[motion] to recommend the Village Board approve the request from Mr. William Solomon of St. Gregory of Nyssa Parish for One (1) Class D One Day Liquor License for Bingo Event on May 17, 2026, at 1451 W. Bode Road (Waived Fee).

IX. Correspondence

A. Recommendation to Approve the Request from LMJ's Lost Souls-Alzheimer's Fund to Hold a Raffle
- [motion] to recommend the Village Board approve the request from LMJ's Lost Souls-Alzheimer's Fund to hold a raffle on June 20, 2026, at Wintrust Field located at 1999 S. Springinsguth Road, and waive the fidelity bond requirement.

X. Proclamations

A. Motorcycle Awareness Month - May 2026

XI. Zoning Board of Appeals

A. Recommendation to Approve an Amendment to Shopping Center Signage Plan for The District at Veridian / West of Meacham Road, South of Algonquin Road and North of Progress Parkway
- [motion] to recommend the Village Board Approve an Amendment to Shopping Center Signage Plan for The District at Veridian (West of Meacham Road, South of Algonquin Road and North of Progress Parkway – Z2511-04).

B. Recommendation to Approve an Amendment to Approved Shopping Center Signage Plan for Woodfield Mall / 5 Woodfield Mall
-[motion] to recommend the Village Board Approve an Amendment to Approved Shopping Center Signage Plan for Woodfield Mall (5 Woodfield Mall – Z2603-04).

C. Recommendation to Approve a Site Plan Approval, Plat of Vacation, Special Use for a Daycare Center, Landscape Variation and Woodfield Regional Center Design Review for N. Family School / 1996 N. Roselle Road
- [motion] to recommend the Village Board Approve a Site Plan Approval, Plat of Vacation, Special Use for a Daycare Center, Landscape Variation and Woodfield Regional Center Design Review for N. Family School (1996 N. Roselle Road – Z2512-01).

XII. Award of Bid

A. Recommendation to Award Bid for Village Hall Furniture Installation to Installation Specialists, Inc.
- [motion] to recommend the Village Board award the bid for the Village Hall Furniture Installation to Installation Specialists, Inc. of Itasca, IL in an amount not to exceed $140,387.

B. Recommendation to Award Bid for Demountable Wall Furniture Installation at Village Hall to Apex Interior Services
- [motion] to recommend the Village Board Award the Bid for Demountable Wall Installation to Apex Interior Services of West Chicago, IL in an amount not to exceed $149,936.

XIII. Traffic Agreements

A. Recommendation to Approve a Traffic Agreement with Casey's Retail Company for the property located at 1601 E. Algonquin Road
- [motion] to recommend the Village Board authorize the Village Manager to execute the Traffic Agreement by and between the Village of Schaumburg and Casey's Retail Company located at 1601 E. Algonquin Road.

XIV. Ordinances (Next Ord. 26-040)

A. Ordinance No. 26-040 An Ordinance Granting an Amendment to Shopping Center Signage Plan for The District at Veridian (West of Meacham Road, South of Algonquin Road and North of Progress Parkway – Z2511-04) [first reading – motion to waive first reading].

B. Ordinance No. 26-041 An Ordinance Granting an Amendment to Approved Shopping Center Signage Plan for Woodfield Mall (5 Woodfield Mall – Z2603-04) [first reading – motion to waive first reading].

C. Ordinance No. 26-042 An Ordinance Granting a Site Plan Approval, Plat of Vacation, Special Use for a Daycare Center, Landscape Variation and Woodfield Regional Center Design Review for N. Family School (1996 N. Roselle Road – Z2512-01) [first reading – motion to waive first reading].

Trustee Bieschke made a motion to approve the Consent Agenda and Trustee Sullivan seconded the motion. Roll Call – Trustee LaRosa, Bieschke, Sullivan, Clar. Trustees Madej, Patel absent. No Trustee voted nay. Motion carried unanimously.

## XVIII. COMMITTEE REPORTS:

No Committee Reports.

## XIX. COMMENTS FROM THE AUDIENCE:

A. AFSCME Union Members Robert Byrne, Becky Garcia, Sandy Golliher, Francesca Anderson (Resident); came forward to talk about work conditions, wages, raises, and contract negotiations, and asked for a fair agreement as soon as possible.

B. Emily Gilbert, Schaumburg Township resident, spoke in support of Trickster Cultural Center and spoke against canceling the lease for to change it from a Native American Cultural Center to a Village of Schaumburg Museum.

C. Kathy Reed, Schaumburg Township Clerk and resident, and member of the Schaumburg Historical Society, offered to help with historical documents, pictures, and other items being stored at the Schaumburg Library.

## XX. COUNSEL REPORT:

No Counsel Report.

## XXI. PRESIDENT'S REPORT:

A. President Dailly asked for concurrence in the appointments/resignations on the following committee/commissions at the May 14, 2026, Board meeting:

**Cultural Commission (all terms end 04/30/2027):**
Appointment(s): Hobbs Behrouzi (School District 54)

Trustee Bieschke made a motion to approve the Appointments/Resignations and Trustee Sullivan seconded the motion. Voice vote – 4-0. Motion carried unanimously.

B. President Daily said a tree was planted at Enders-Salk Elementary School Friday, April 24, 2026, in honor of Arbor Day. He said the Village plants 800 trees a year.

## XXII. MANAGER'S REPORT:

A. Deputy Village Manager Hewson reminded everyone about the Engineering and Public Works Open House being held on Saturday, May 16, 2026, from 10:00 AM until 2:00 PM.

## XXIII. TRUSTEE COMMENTS/MENTIONS:

No Trustee Comments/Mentions

## XXIV. ADJOURNMENT:

Trustee Clar made a motion to adjourn the Village Board meeting at 7:33 PM and Trustee LaRosa seconded the motion. Voice vote – 4-0. Motion carried unanimously.

_____ _____

Jane Lentino
Village Clerk

Date Approved

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**$9,307,401.67**
**05/26/26**
**Village Board**

Presenter:
Lead Department: Finance

***Executive Summary:***

***Recommended Action:***

**ATTACHMENTS:**
- 2026-05-26 Bills List Approval.pdf

VILLAGE OF SCHAUMBURG

PROGRESS THROUGH THOUGHTFUL PLANNING

**MEMORANDUM**

**DATE:** May 22,2026

**TO:** President, Village Board, Village Clerk

**FROM:** Assistant Director of Finance

**SUBJECT:** Approval of Disbursements

Attached is a summary of bills to be presented for approval at the May 26, 2026 meeting of the Village Board of Trustees. The total amount of the bills list for approval is $6,971,238.43. These bills lists are dated May 9, 2026 through May 22,2026.

As we close out FY 2025/26, the Finance Department will process bills lists on a weekly basis, rather than on a bi-weekly basis. One list will be for FY 2025/26 expenses and the other will be for FY 2026/27 expenses.

Also for approval is the payroll dated May 15, 2026 for a total amount of $2,336,163.24.

The total amount of disbursements for approval is $9,307,401.67.

Alex Thorpe
Assistant Director of Finance

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **A Lamp Concrete Construction Inc** | May 2026 | $163,333.23 | 90 North Park Shared Street |
| | | **$163,333.23** | |
| **Accurate Translation Bureau** | May 2026 | $256.95 | Language Services |
| | | **$256.95** | |
| **Action Lock & Key Inc** | May 2026 | $1,080.90 | Door Lock and Repairs |
| | | **$1,080.90** | |
| **Adam Domek** | May 2026 | $981.00 | Travel Reimbursement |
| | | **$981.00** | |
| **Adan Perez Jr** | May 2026 | $430.65 | Mileage Reimbursement |
| | | **$430.65** | |
| **Air One Equipment Inc** | May 2026 | $469.00 | Firefighter Gear |
| | May 2026 | $896.00 | Firefighter Gear |
| | May 2026 | $1,012.54 | SCBA Hose Repairs |
| | | **$2,377.54** | |
| **All Safe Industries, Inc.** | May 2026 | $1,001.86 | Emergency Response Kit |
| | | **$1,001.86** | |
| **Alvarez, Inc.** | May 2026 | $60.68 | Weed Abatement Program |
| | | **$60.68** | |
| **Ami Modi** | May 2026 | $500.00 | Refund Of Building Rental Deposit |
| | | **$500.00** | |
| **Anchor Mechanical Inc** | May 2026 | $1,380.00 | Plumbing and Maintenance |
| | May 2026 | $1,690.00 | Plumbing and Maintenance |
| | May 2026 | $2,870.00 | Plumbing and Maintenance |
| | May 2026 | $3,204.73 | Plumbing and Maintenance |
| | May 2026 | $3,220.94 | Plumbing and Maintenance |
| | May 2026 | $3,860.00 | Plumbing and Maintenance |
| | | **$16,225.67** | |
| **Andrew James Syvertsen** | May 2026 | $150.30 | Travel Reimbursement |
| | | **$150.30** | |
| **Andrew Russell Luzwick** | May 2026 | $3,325.00 | Schaumburg Youth Orchestra Director |
| | | **$3,325.00** | |
| **Angel Ramirez** | May 2026 | $206.20 | Travel Reimbursement |
| | | **$206.20** | |
| **Antonio Sanchez Ramirez** | May 2026 | $206.20 | Travel Reimbursement |
| | | **$206.20** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **AT&T** | May 2026 | $682.45 | Telephone Service |
| | May 2026 | $6,202.60 | Telephone Service |
| | | **$6,885.05** | |
| **Baxter & Woodman Inc** | May 2026 | $260.00 | MS4 Engineering Consulting |
| | May 2026 | $1,675.00 | Risk & Resiliency Assessment |
| | May 2026 | $5,735.00 | SCADA Maintenance & Support |
| | | **$7,670.00** | |
| **Benjamin Gorski** | May 2026 | $25.38 | Mileage Reimbursement |
| | | **$25.38** | |
| **BLA Inc** | May 2026 | $282.90 | Plum Grove Road Midblock Crossing Study |
| | May 2026 | $7,465.34 | Pre-Design Sidewalk Gap Project Plum Grove Rd |
| | May 2026 | $1,617.50 | Rodenburg Road Reconstruction Project |
| | May 2026 | $3,383.79 | Salem Dr Reconstruction |
| | | **$12,749.53** | |
| **Blue Cross Blue Shield of Illinois** | May 2026 | $317.56 | Ambulance Refund |
| | | **$317.56** | |
| **Boller Construction Company** | May 2026 | $99,886.79 | 90 North Park |
| | | **$99,886.79** | |
| **Builders Asphalt LLC** | May 2026 | $7,082.95 | Hot Mix Asphalt |
| | | **$7,082.95** | |
| **Builders Paving LLC** | May 2026 | $10,269.08 | American Ln and Plaza Dr Improvements |
| | | **$10,269.08** | |
| **BUSA Auto Body LLC** | May 2026 | $6,302.05 | Repairs from Accident Damage |
| | | **$6,302.05** | |
| **Cameren Goldberg** | May 2026 | $48.65 | Travel Reimbursement |
| | | **$48.65** | |
| **Camosy Incorporated** | May 2026 | $24,800.00 | Art Path Concrete Pads |
| | May 2026 | $3,614,013.59 | Construction - New Village Hall Facility |
| | | **$3,638,813.59** | |
| **Carmichael Construction, Inc.** | May 2026 | $115,555.59 | EPW Material Storage Bins |
| | May 2026 | $7,756.00 | Removal of Concrete Wall |
| | | **$123,311.59** | |
| **Center for Enriched Living** | May 2026 | $1,250.00 | Public Service Assistance |
| | | **$1,250.00** | |
| **Chadd DeVries** | May 2026 | $725.42 | Travel Reimbursement |
| | | **$725.42** | |
| **Chastain & Associates LLC** | May 2026 | $13,279.00 | 90 North TIF District Project Management |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Chastain & Associates LLC** | May 2026 | $15,272.00 | Facilities Supplemental Project Management |
| | May 2026 | $20,139.00 | Supplemental Engineering Services |
| | May 2026 | $33,322.50 | Supplemental Engineering Services |
| | | **$82,012.50** | |
| **Children's Advocacy Center** | May 2026 | $1,462.50 | Public Service Assistance |
| | | **$1,462.50** | |
| **Christine Lee** | May 2026 | $550.00 | Graphic Design |
| | | **$550.00** | |
| **Christopher B Burke Engineering Ltd** | May 2026 | $15,700.58 | Engineering Svcs Thoreau Drive |
| | May 2026 | $6,935.00 | Professional Services |
| | May 2026 | $10,336.67 | Professional Services |
| | May 2026 | $21,552.50 | Professional Services |
| | | **$54,524.75** | |
| **Christy Lindhurst** | May 2026 | $102.00 | Travel Reimbursement |
| | May 2026 | $151.00 | Travel Reimbursement |
| | May 2026 | $495.45 | Travel Reimbursement |
| | May 2026 | $1,732.72 | Travel Reimbursement |
| | | **$2,481.17** | |
| **Ciorba Group Inc** | May 2026 | $3,208.50 | Walnut Lift Station Construction Services |
| | | **$3,208.50** | |
| **Circle K Stores Inc.** | May 2026 | $1,554.00 | Car Washes and Detailing |
| | | **$1,554.00** | |
| **Citywide Elevator Inspection Services Inc** | May 2026 | $128.00 | Elevator Inspection Services |
| | | **$128.00** | |
| **Civiltech Engineering Inc** | May 2026 | $39,654.02 | 90 North Park |
| | May 2026 | $1,024.68 | 90 North Park Shared Street |
| | May 2026 | $14,516.02 | Braintree Dr Schaumburg to Bode |
| | May 2026 | $4,434.75 | Braintree Drive Reconstruction |
| | May 2026 | $36,343.25 | Eng Svcs Higgins Rd Bikepath |
| | May 2026 | $57,535.42 | McConnor Parkway Construction Admin |
| | May 2026 | $902.46 | Small Cell Permit Assistance |
| | | **$154,410.60** | |
| **Clark Baird Smith LLP** | May 2026 | $3,967.50 | Professional Services |
| | May 2026 | $22,910.00 | Professional Services |
| | | **$26,877.50** | |
| **Clearbrook** | May 2026 | $1,250.00 | Public Service Assistance |
| | | **$1,250.00** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Commercial Tire Services Inc** | May 2026 | $3,586.62 | Tire Purchases |
| | | **$3,586.62** | |
| **Commonwealth Edison** | May 2026 | $244.19 | Utility Service |
| | May 2026 | $327.52 | Utility Service |
| | May 2026 | $933.86 | Utility Service |
| | | **$1,505.57** | |
| **Concept Plumbing** | May 2026 | $19,500.00 | Fire Hydrant Replacement |
| | May 2026 | $19,500.00 | Fire Hydrant Replacement |
| | May 2026 | $21,500.00 | Fire Hydrant Replacement Hit by Car |
| | | **$60,500.00** | |
| **Conklin & Conklin, LLC** | May 2026 | $75.00 | Meacham & Golf Road Bike Path |
| | | **$75.00** | |
| **Connie Porters-Irsay** | May 2026 | $2,866.20 | Tuition Reimbursement |
| | | **$2,866.20** | |
| **Constellation Energy Services - Natural Gas LLC** | May 2026 | $7,068.84 | Utility Service |
| | | **$7,068.84** | |
| **Cook County** | May 2026 | $88.00 | Recording of Traffic Agreements |
| | | **$88.00** | |
| **Cook County Treasurer** | May 2026 | $32,083.14 | Traffic Signal Maintenance |
| | | **$32,083.14** | |
| **Cory Ball** | May 2026 | $4,225.50 | Tuition Reimbursement |
| | | **$4,225.50** | |
| **Crawford Murphy & Tilly Inc** | May 2026 | $401.12 | Hangar D&E Pavement Construction Svcs |
| | May 2026 | $881.96 | Self-Serve Aviation Fuel Pump Const Admin |
| | | **$1,283.08** | |
| **Crowne Industries, Ltd.** | May 2026 | $317,800.00 | Underground Storage Tank/Fuel Island Project |
| | | **$317,800.00** | |
| **DACRA Adjudication Systems LLC** | May 2026 | $4,248.00 | Monthly Service Fee |
| | | **$4,248.00** | |
| **Daniel Krueger** | May 2026 | $206.20 | Travel Reimbursement |
| | | **$206.20** | |
| **Dario R Aldaco** | May 2026 | $42.15 | Travel Reimbursement |
| | | **$42.15** | |
| **Devin Godzicki** | May 2026 | $175.00 | Director Sub For Youth Orchestra |
| | | **$175.00** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Donald Richter** | May 2026 | $41.33 | Mileage Reimbursement |
| | | **$41.33** | |
| **Edward Scheid** | May 2026 | $246.50 | Mileage Reimbursement |
| | | **$246.50** | |
| **Elevated Safety LLC** | May 2026 | $312.98 | Fire Dept Webbing |
| | | **$312.98** | |
| **Elizabeth DeChant** | May 2026 | $31.32 | Mileage Reimbursement |
| | | **$31.32** | |
| **Elliot Rose** | May 2026 | $301.08 | Travel Reimbursement |
| | May 2026 | $363.00 | Travel Reimbursement |
| | May 2026 | $2,450.38 | Travel Reimbursement |
| | | **$3,114.46** | |
| **ENGIE North America Inc** | May 2026 | $1,413.53 | Utility Service |
| | May 2026 | $1,928.95 | Utility Service |
| | May 2026 | $7,985.00 | Utility Service |
| | | **$11,327.48** | |
| **Engineering Enterprises Inc** | May 2026 | $2,958.55 | Street Improvement Program |
| | | **$2,958.55** | |
| **Erik Scheele** | May 2026 | $1,575.00 | Accompanist For Schaumburg Choral Program |
| | | **$1,575.00** | |
| **Erin Rebecca Kozakis** | May 2026 | $3,500.00 | Schaumburg Choral Program Director |
| | | **$3,500.00** | |
| **EverLights, Inc.** | May 2026 | $232.68 | Fluorescent Tube Light Disposal Recycle Event |
| | | **$232.68** | |
| **Every Creative Graphics Inc** | May 2026 | $1,462.50 | Summer Cracker Barrel |
| | | **$1,462.50** | |
| **Fellowship Housing Corporation** | May 2026 | $1,750.00 | Public Service Assistance |
| | | **$1,750.00** | |
| **Ferguson US Holdings, Inc** | May 2026 | $2,775.00 | Potable Water Meters |
| | May 2026 | $3,954.40 | Potable Water Meters |
| | | **$6,729.40** | |
| **FH Paschen SN Nielsen & Assoc LLC** | May 2026 | $4,749.16 | Vehicle Maint Facility Electrical Improvements |
| | | **$4,749.16** | |
| **Gallagher Bassett Benefit Services Inc** | May 2026 | $2,500.00 | Professional Services Trend Memo |
| | | **$2,500.00** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Graybar Electric Company Inc** | May 2026 | $260.40 | Holophane Street Poles |
| | May 2026 | $5,491.80 | Holophane Street Poles |
| | May 2026 | $14,793.24 | Holophane Street Poles |
| | | **$20,545.44** | |
| **H & H Electric Company** | May 2026 | $976.66 | Traffic Signal/Opticom & Street Light Maintenance |
| | May 2026 | $1,479.82 | Traffic Signal/Opticom & Street Light Maintenance |
| | May 2026 | $2,044.85 | Traffic Signal/Opticom & Street Light Maintenance |
| | May 2026 | $2,115.94 | Traffic Signal/Opticom & Street Light Maintenance |
| | May 2026 | $9,858.06 | Traffic Signal/Opticom & Street Light Maintenance |
| | May 2026 | $10,234.48 | Traffic Signal/Opticom & Street Light Maintenance |
| | | **$26,709.81** | |
| **Hampton, Lenzini and Renwick Inc** | May 2026 | $12,673.75 | Eng Svcs National Pkwy Improvements |
| | | **$12,673.75** | |
| **Hayes Commercial LLC** | May 2026 | $2,055.08 | HVAC Repair & Maintenance of Buildings |
| | May 2026 | $3,357.24 | HVAC Repair & Maintenance of Buildings |
| | May 2026 | $4,091.76 | HVAC Repair & Maintenance of Buildings |
| | | **$9,504.08** | |
| **Hennigh Law Corporation** | May 2026 | $36,963.75 | Convention Ctr and Hotel Legal Services |
| | | **$36,963.75** | |
| **Henry Schein Inc** | May 2026 | $1,458.00 | EMS Pelican Cases |
| | May 2026 | $1,260.00 | EMS Training Units |
| | | **$2,718.00** | |
| **HGS, LLC** | May 2026 | $43,115.40 | Gray Farm Marsh Dredging |
| | | **$43,115.40** | |
| **Ian Salzman** | May 2026 | $7.97 | Mileage Reimbursement |
| | May 2026 | $1,387.50 | Travel Reimbursement |
| | | **$1,395.47** | |
| **InVeris Training Solutions Inc** | May 2026 | $1,465.20 | Gun Range Maintenance |
| | | **$1,465.20** | |
| **James Nicolussi** | May 2026 | $95.70 | Mileage Reimbursement |
| | | **$95.70** | |
| **Jennifer Brack** | May 2026 | $46.40 | Travel Reimbursement |
| | May 2026 | $1,820.82 | Travel Reimbursement |
| | | **$1,867.22** | |
| **Jhony Nunez-Guzman** | May 2026 | $108.75 | Travel Reimbursement |
| | | **$108.75** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Jillian Ostman** | May 2026 | $60.00 | Travel Reimbursement |
| | | **$60.00** | |
| **Johnny's Coffee Mart LLC** | May 2026 | $700.00 | Custodial Services Metra Station |
| | | **$700.00** | |
| **Joseph D Davito** | May 2026 | $5,906.25 | Professional Services |
| | | **$5,906.25** | |
| **Justifacts Credential Verification, Inc** | May 2026 | $1,424.17 | Monthly Background Checks |
| | | **$1,424.17** | |
| **Karen McCartney** | May 2026 | $102.00 | Travel Reimbursement |
| | | **$102.00** | |
| **Kevan Kosobayashi** | May 2026 | $3,925.00 | Schaumburg Youth Orchestra Director |
| | | **$3,925.00** | |
| **Klein Thorpe & Jenkins Ltd** | May 2026 | $16,000.00 | 008 Legal Services |
| | May 2026 | $593.00 | 009 Legal Services |
| | May 2026 | $188.00 | 009.011 Legal Services |
| | May 2026 | $73.50 | 009.014 Legal Services |
| | May 2026 | $2,793.50 | 010 Legal Services |
| | May 2026 | $188.00 | 010.016 Legal Services |
| | May 2026 | $1,786.00 | 010.021 Legal Services |
| | May 2026 | $258.50 | 011 Legal Services |
| | May 2026 | $818.50 | 011.002 Legal Services |
| | May 2026 | $444.26 | 013 Legal Services |
| | May 2026 | $211.50 | 013.012 Legal Services |
| | May 2026 | $282.00 | 013.026 Legal Services |
| | May 2026 | $525.00 | 013.044 Legal Services |
| | May 2026 | $265.50 | 013.046 Legal Services |
| | May 2026 | $772.00 | 013.057 Legal Services |
| | May 2026 | $502.50 | 013.061 Legal Services |
| | May 2026 | $1,317.50 | 013.068 Legal Services |
| | May 2026 | $1,813.00 | 013.072 Legal Services |
| | May 2026 | $220.50 | 013.075 Legal Services |
| | May 2026 | $603.00 | 013.079 Legal Services |
| | May 2026 | $147.00 | 013.081 Legal Services |
| | May 2026 | $975.00 | 013.084 Legal Services |
| | May 2026 | $220.50 | 013.085 Legal Services |
| | May 2026 | $441.00 | 013.087 Legal Services |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Klein Thorpe & Jenkins Ltd** | May 2026 | $355.50 | 013.088 Legal Services |
| | May 2026 | $73.50 | 013.089 Legal Services |
| | May 2026 | $70.50 | 015 Legal Services |
| | May 2026 | $3,908.26 | 016.002 Legal Services |
| | May 2026 | $1,292.50 | 017 Legal Services |
| | May 2026 | $1,638.00 | 019 Legal Services |
| | May 2026 | $147.00 | 019.013 Legal Services |
| | May 2026 | $2,311.60 | 019.015 Legal Services |
| | May 2026 | $677.12 | 020 Legal Services |
| | May 2026 | $1,813.00 | 021 Legal Services |
| | May 2026 | $305.50 | 025 Legal Services |
| | May 2026 | $85.00 | 026 Legal Services |
| | May 2026 | $269.50 | 027 Legal Services |
| | May 2026 | $3,200.07 | 028 Legal Services |
| | May 2026 | $7,941.00 | 030 Legal Services |
| | May 2026 | $188.00 | 031 Legal Services |
| | May 2026 | $6,664.50 | 033 Legal Services |
| | May 2026 | $147.00 | 034 Legal Services |
| | May 2026 | $687.00 | 035 Legal Services |
| | May 2026 | $2,126.83 | 036 Legal Services |
| | May 2026 | $1,102.50 | 037 Legal Services |
| | May 2026 | $1,931.14 | 038 Legal Services |
| | | **$68,374.28** | |
| **Kone Inc** | May 2026 | $1,039.66 | Elevator Maintenance |
| | | **$1,039.66** | |
| **Kornerstone Builders Group Inc.** | May 2026 | $113,833.21 | H-Mart Project Security Reimbursement |
| | | **$113,833.21** | |
| **Kristen Julian** | May 2026 | $202.00 | Travel Reimbursement |
| | | **$202.00** | |
| **Kristena Rose** | May 2026 | $3.33 | Mileage Reimbursement |
| | | **$3.33** | |
| **Kristofer Bayona** | May 2026 | $762.98 | Travel Reimbursement |
| | | **$762.98** | |
| **Leonard Lynch** | May 2026 | $1,611.64 | Travel Reimbursement |
| | | **$1,611.64** | |
| **Lesly Cervantes** | May 2026 | $14.50 | Travel Reimbursement |
| | May 2026 | $150.30 | Travel Reimbursement |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Lesly Cervantes** | | **$164.80** | |
| **Lexington Green II Condominium Assoc** | May 2026 | $2,323.22 | Snow & Ice Reimbursement |
| | May 2026 | $2,323.22 | Snow & Ice Reimbursement |
| | | **$4,646.44** | |
| **Life Span** | May 2026 | $2,500.00 | Public Service Assistance |
| | | **$2,500.00** | |
| **Mackie Consultants LLC** | May 2026 | $23,275.00 | Schaumburg Rd Water Main Improvements |
| | | **$23,275.00** | |
| **Marisa Krawiec** | May 2026 | $18.85 | Mileage Reimbursement |
| | May 2026 | $54.38 | Mileage Reimbursement |
| | | **$73.23** | |
| **Mark Hamada** | May 2026 | $3,750.00 | Schaumburg Youth Orchestra Director |
| | | **$3,750.00** | |
| **Michael Baker International Inc.** | May 2026 | $80,822.25 | Walnut Lane Resurfacing |
| | | **$80,822.25** | |
| **Michael Welch** | May 2026 | $150.30 | Travel Reimbursement |
| | | **$150.30** | |
| **Microsoft Corporation** | May 2026 | $18,840.11 | Microsoft Subscription |
| | | **$18,840.11** | |
| **Midway Building Services** | May 2026 | $190.00 | Custodial Services |
| | May 2026 | $37,572.92 | Custodial Services |
| | | **$37,762.92** | |
| **Midwest Veterinary Company LLC** | May 2026 | $1,341.51 | Stray Animal Lodge and Hospital Fee |
| | | **$1,341.51** | |
| **MV Public Transportation, Inc.** | May 2026 | $160,864.00 | Dial-a-Ride Transportation Services |
| | May 2026 | $5,606.25 | Take Your Child to Work Day |
| | | **$166,470.25** | |
| **Nelson Lugo** | May 2026 | $206.20 | Travel Reimbursement |
| | | **$206.20** | |
| **New Tradition Funeral Services, LLC** | May 2026 | $1,225.00 | Transport of Deceased |
| | | **$1,225.00** | |
| **Nicole Rehberg** | May 2026 | $46.40 | Travel Reimbursement |
| | | **$46.40** | |
| **North East Multi-Regional Training Inc** | May 2026 | $16,218.99 | Training |
| | | **$16,218.99** | |
| **North West Housing Partnership** | May 2026 | $574.25 | Residential Rehab Program |
| | May 2026 | $6,309.03 | Residential Rehab Program |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **North West Housing Partnership** | May 2026 | $11,490.00 | Residential Rehab Program |
| | | **$18,373.28** | |
| **Northern Illinois Gas Company** | May 2026 | $187.12 | Utility Service |
| | May 2026 | $211.48 | Utility Service |
| | May 2026 | $246.54 | Utility Service |
| | May 2026 | $311.93 | Utility Service |
| | May 2026 | $332.88 | Utility Service |
| | May 2026 | $454.42 | Utility Service |
| | May 2026 | $644.82 | Utility Service |
| | | **$2,389.19** | |
| **Northwest Community Hospital** | May 2026 | $90.00 | Drug Screening |
| | May 2026 | $495.00 | Drug Screening |
| | May 2026 | $630.00 | Drug Screening |
| | May 2026 | $30.00 | Flu Shot Clinic |
| | May 2026 | $3,420.00 | Flu Shot Clinic |
| | May 2026 | $30.00 | Police Medical Screenings |
| | May 2026 | $150.00 | Police Medical Screenings |
| | May 2026 | $905.00 | Pre-Employment Drug and Physical Testing |
| | | **$5,750.00** | |
| **Northwest Compass Inc** | May 2026 | $2,849.04 | Public Service Assistance |
| | | **$2,849.04** | |
| **On Time Embroidery, Inc.** | May 2026 | $1,043.00 | New Firefighter Bags |
| | May 2026 | $2,726.00 | Quartermaster |
| | | **$3,769.00** | |
| **Paddock Publications Inc** | May 2026 | $75.60 | Legal Notice |
| | | **$75.60** | |
| **Pads to Hope Inc** | May 2026 | $2,831.25 | Public Service Assistance |
| | | **$2,831.25** | |
| **Paola Gomez** | May 2026 | $48.65 | Travel Reimbursement |
| | | **$48.65** | |
| **Parth Joshi** | May 2026 | $3.63 | Mileage Reimbursement |
| | May 2026 | $5.08 | Mileage Reimbursement |
| | | **$8.71** | |
| **Perspectives, Ltd** | May 2026 | $28.51 | Customer Service Training |
| | | **$28.51** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **RDR Group, Inc** | May 2026 | $2,800.00 | Team Building |
| | | **$2,800.00** | |
| **Red Caffeine, Inc.** | May 2026 | $2,203.00 | Monthly Project Mgmt - Website Hosting |
| | | **$2,203.00** | |
| **RJN Group** | May 2026 | $5,794.00 | MWRD IICP |
| | | **$5,794.00** | |
| **Robert Thomas Byrne** | May 2026 | $374.82 | Mileage Reimbursement |
| | | **$374.82** | |
| **Robert W. Kryder** | May 2026 | $5.44 | Mileage Reimbursement |
| | May 2026 | $10.08 | Mileage Reimbursement |
| | | **$15.52** | |
| **Rodney Brown** | May 2026 | $206.20 | Travel Reimbursement |
| | | **$206.20** | |
| **Ron Polomchak** | May 2026 | $3,750.00 | Schaumburg Youth Orchestra Director |
| | | **$3,750.00** | |
| **Rotary Club of Schaumburg AM** | May 2026 | $189.80 | Meeting Fees |
| | | **$189.80** | |
| **Sarah Frank** | May 2026 | $175.00 | Director Sub For Schaumburg Youth Orchestra |
| | | **$175.00** | |
| **Sarah Inendino** | May 2026 | $3,500.00 | Schaumburg Choral Director |
| | | **$3,500.00** | |
| **Sebis Direct Inc** | May 2026 | $3,113.07 | Water Bill Print |
| | | **$3,113.07** | |
| **Siemens Industry Inc** | May 2026 | $2,407.00 | Life Safety Maintenance |
| | May 2026 | $6,729.68 | Life Safety Maintenance |
| | | **$9,136.68** | |
| **Sierra Systems Inc** | May 2026 | $6,330.00 | IT Technical Staffing Services |
| | May 2026 | $400.00 | Website Coordinator |
| | | **$6,730.00** | |
| **Site Design Group Ltd** | May 2026 | $11,134.00 | Public Improvements |
| | | **$11,134.00** | |
| **Siteimprove, Inc** | May 2026 | $4,160.93 | Software Fee |
| | | **$4,160.93** | |
| **Strand Associates Incorporated** | May 2026 | $991.05 | Athena Final Design for the Reservoir |
| | May 2026 | $57,300.41 | Weathersfield Resurfacing |
| | May 2026 | $122,857.66 | Weathersfield Resurfacing |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Strand Associates Incorporated** | May 2026 | $15,619.93 | Weathersfield Way Improvements |
| | | **$196,769.05** | |
| **Suburban Primary Health Care Council** | May 2026 | $2,500.00 | Public Service Assistance |
| | | **$2,500.00** | |
| **Tallgrass Restoration LLC** | May 2026 | $24,453.00 | Maintenance of Natural Areas |
| | | **$24,453.00** | |
| **The Harbour Inc** | May 2026 | $32,512.38 | Public Service Assistance |
| | | **$32,512.38** | |
| **TheaterMania.com Inc** | May 2026 | $652.78 | Ticketing System Licensing Fees |
| | | **$652.78** | |
| **Thomas Engineering Group LLC** | May 2026 | $12,656.81 | Meacham Streetscape Improvement Project |
| | May 2026 | $14,227.36 | Prelim Design Meacham Streetscape |
| | May 2026 | $34,086.03 | Woodfield Rd Resurface Construction Engineer Svcs |
| | | **$60,970.20** | |
| **Tiffany Dangman** | May 2026 | $14.50 | Travel Reimbursement |
| | May 2026 | $150.30 | Travel Reimbursement |
| | | **$164.80** | |
| **Tighe E Zimmers** | May 2026 | $2,499.00 | Public Health Advisor |
| | May 2026 | $2,503.00 | Public Health Advisor |
| | | **$5,002.00** | |
| **Timothy Koll** | May 2026 | $3,500.00 | Schaumburg Choral Artists Director |
| | | **$3,500.00** | |
| **TPI Building Code Consultants Inc** | May 2026 | $79,663.07 | Inspections and Plan Review |
| | May 2026 | $252.00 | Septemberfest Main Stage Inspection |
| | | **$79,915.07** | |
| **Trada Corporation** | May 2026 | $74,998.31 | Enhanced Pedestrian Crosswalk |
| | | **$74,998.31** | |
| **Underground Pipe & Valve Co** | May 2026 | $10,450.00 | Fire Hydrants for Stock |
| | | **$10,450.00** | |
| **United Door and Dock LLC** | May 2026 | $820.00 | Overhead Doors Maintenance and Repairs |
| | May 2026 | $1,198.00 | Overhead Doors Maintenance and Repairs |
| | May 2026 | $1,588.00 | Overhead Doors Maintenance and Repairs |
| | May 2026 | $1,596.54 | Overhead Doors Maintenance and Repairs |
| | May 2026 | $3,478.38 | Overhead Doors Maintenance and Repairs |
| | May 2026 | $4,292.72 | Overhead Doors Maintenance and Repairs |
| | May 2026 | $8,229.43 | Overhead Doors Maintenance and Repairs |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **United Door and Dock LLC** | | **$21,203.07** | |
| **Uno Mas Landscaping Inc** | May 2026 | $5,500.00 | Landscape Plant Installation |
| | May 2026 | $6,642.00 | Landscape Plant Installation |
| | | **$12,142.00** | |
| **Utility Transport Service** | May 2026 | $293.60 | Gravel Delivery & Debris Hauling |
| | May 2026 | $379.08 | Gravel Delivery & Debris Hauling |
| | May 2026 | $382.77 | Gravel Delivery & Debris Hauling |
| | May 2026 | $803.24 | Gravel Delivery & Debris Hauling |
| | May 2026 | $880.80 | Gravel Delivery & Debris Hauling |
| | May 2026 | $1,174.40 | Gravel Delivery & Debris Hauling |
| | May 2026 | $1,761.60 | Gravel Delivery & Debris Hauling |
| | May 2026 | $1,826.44 | Gravel Delivery & Debris Hauling |
| | May 2026 | $2,055.20 | Gravel Delivery & Debris Hauling |
| | | **$9,557.13** | |
| **VACK Inc.** | May 2026 | $5,872.51 | Camera and Hardware for Sculpture Park |
| | | **$5,872.51** | |
| **Verizon Wireless** | May 2026 | $915.46 | SCADA Services |
| | | **$915.46** | |
| **Village of Romeoville** | May 2026 | $1,000.00 | Training |
| | | **$1,000.00** | |
| **Village of Roselle** | May 2026 | $510.39 | Water Purchase |
| | | **$510.39** | |
| **Vital Records Holdings LLC** | May 2026 | $94.30 | Monthly Shredding Services |
| | | **$94.30** | |
| **Water Services Company** | May 2026 | $1,699.56 | Water Meter Testing and Repair Program |
| | | **$1,699.56** | |
| **Wex Bank** | May 2026 | $52,630.56 | Purchase of Fuel |
| | | **$52,630.56** | |
| **William Meyer** | May 2026 | $206.20 | Travel Reimbursement |
| | | **$206.20** | |
| **William Rainey Harper College** | May 2026 | $2,600.00 | Microsoft 365 Training |
| | | **$2,600.00** | |
| **William Wallrich** | May 2026 | $390.05 | Mileage Reimbursement |
| | | **$390.05** | |
| | **GRAND TOTAL** | **$6,312,933.56** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **911 Tech Inc** | May 2026 | $4,815.72 | COPFTO Annual Subscription |
| | | **$4,815.72** | |
| **Aaron Entertainment** | May 2026 | $360.00 | Entertainment Svcs for Fahrrad Tour Von Schaumburg |
| | | **$360.00** | |
| **Alexandra Kitty Nelson** | May 2026 | $3,000.00 | CIT Concepts Course |
| | | **$3,000.00** | |
| **Andrew Wiegman** | May 2026 | $325.00 | Performance Fee |
| | | **$325.00** | |
| **Artifax Software Limited** | May 2026 | $8,000.00 | Renewal Of Facility Scheduling Application |
| | | **$8,000.00** | |
| **AT&T** | May 2026 | $64.80 | Telephone Service |
| | May 2026 | $941.36 | Telephone Service |
| | | **$1,006.16** | |
| **Bestco Benefit Plans LLC** | May 2026 | $39,597.62 | Benistar Retiree Coverage |
| | | **$39,597.62** | |
| **Boys and Girls Club of Elgin Inc** | May 2026 | $55,250.00 | Boys and Girls Club Services |
| | | **$55,250.00** | |
| **C3 Education and Research, Inc.** | May 2026 | $2,000.00 | Education Presentation |
| | May 2026 | $2,200.00 | Education Presentation |
| | | **$4,200.00** | |
| **Cannon Cochran Management Services Inc** | May 2026 | $5,250.00 | Worker's Compensation Claims |
| | | **$5,250.00** | |
| **Citytech Usa Inc** | May 2026 | $390.00 | Annual Membership |
| | | **$390.00** | |
| **Cole Brandt** | May 2026 | $225.00 | Performance Fee For Cole Brandt |
| | | **$225.00** | |
| **Comcast Cable Communications** | May 2026 | $36.42 | Cable for EOC |
| | | **$36.42** | |
| **Compassion Funeral Services Inc** | May 2026 | $480.00 | Transport of Deceased |
| | | **$480.00** | |
| **Computershare Trust Company, N.A.** | May 2026 | $750.00 | Paying Agent Fee |
| | | **$750.00** | |
| **Criteria Corp** | May 2026 | $23,816.00 | HireSelect Subscription |
| | | **$23,816.00** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Cynthia Lynn Jones** | May 2026 | $350.00 | Artwork Judge For Prairie Arts Festival |
| | | **$350.00** | |
| **Dominic Gomes** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Douglas G Gaster** | May 2026 | $500.00 | Performance Fee For Dixon Bandits at 90N |
| | | **$500.00** | |
| **Erin Rebecca Kozakis** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Evgeniia Alekseeva** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Fabian Correa** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Franklin Vyverberg** | May 2026 | $150.00 | Guest Musician For SYO Concert |
| | | **$150.00** | |
| **Gail Sonkin** | May 2026 | $500.00 | Performance Fee For ZAZZ |
| | | **$500.00** | |
| **Gianna Capobianco** | May 2026 | $200.00 | Performance Fee For Gianna Capobianco |
| | | **$200.00** | |
| **Granicus LLC** | May 2026 | $35,926.85 | Peak Agenda Management & FOIA Module |
| | | **$35,926.85** | |
| **Gregory P. Herriges** | May 2026 | $900.00 | Performance Fee |
| | | **$900.00** | |
| **Home Depot Inc** | May 2026 | $260.97 | Operating Supplies |
| | | **$260.97** | |
| **Huuso, PLLC** | May 2026 | $95.00 | Biohazard Cleaning |
| | | **$95.00** | |
| **Illinois Society of Fire Service Instruc** | May 2026 | $500.00 | Incident Safety Officer Training |
| | | **$500.00** | |
| **International Institute of Municipal Cle** | May 2026 | $235.00 | Membership Renewal |
| | | **$235.00** | |
| **Jack L. Wilson** | May 2026 | $250.00 | Performance Fee For Jack Wilson |
| | | **$250.00** | |
| **Jerrold Rabushka** | May 2026 | $400.00 | Performance Fee For Cherry & Jerry |
| | | **$400.00** | |
| **Jessica Brtva** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Julie R. Hecksel** | May 2026 | $1,000.00 | Performance Fee For Patchouli |
| | | **$1,000.00** | |
| **Kandace Spotts** | May 2026 | $100.00 | Wellness Wednesday Line Dancing Class |
| | | **$100.00** | |
| **Karen Sako** | May 2026 | $350.00 | Artwork Judge For Prairie Arts Festival |
| | | **$350.00** | |
| **Kat Perkins Music Inc** | May 2026 | $3,000.00 | Deposit For Country Roads At 90N |
| | | **$3,000.00** | |
| **Kevan Feyzi** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Leads Online LLC** | May 2026 | $19,041.00 | Software Subscription |
| | | **$19,041.00** | |
| **Lillian Lau** | May 2026 | $350.00 | Guest Musician For SYO Concert |
| | | **$350.00** | |
| **Macauley B Manzano** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Mark Hamada** | May 2026 | $400.00 | Performance Fee For Cicada Summer |
| | | **$400.00** | |
| **Menchie's Frozen Yogurt** | May 2026 | $320.00 | HealthyU Expo Vendor |
| | | **$320.00** | |
| **Michael Kozakis** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Monica Richart** | May 2026 | $4.35 | Mileage Reimbursement |
| | | **$4.35** | |
| **Municipal Clerks North & Northwest Sub** | May 2026 | $35.00 | Meeting Fee |
| | | **$35.00** | |
| **Municipal Clerks of DuPage County** | May 2026 | $78.00 | Meeting Fee |
| | | **$78.00** | |
| **NCPERS Group Life Insurance** | May 2026 | $288.00 | IMRF - Voluntary Life Insurance |
| | | **$288.00** | |
| **Nearmap US, Inc** | May 2026 | $15,445.30 | Nearmap Subscription |
| | | **$15,445.30** | |
| **Northwest Central Dispatch System** | May 2026 | $14,256.20 | Assessment Fees - Fire |
| | May 2026 | $14,256.20 | Assessment Fees - Fire |
| | May 2026 | $42,768.60 | Assessment Fees - Police |
| | May 2026 | $42,768.60 | Assessment Fees - Police |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Northwest Central Dispatch System** | May 2026 | $2,773.71 | Image Trend Software Share |
| | | **$116,823.31** | |
| **OpenGov, Inc** | May 2026 | $16,409.33 | Online Bidding Platform |
| | | **$16,409.33** | |
| **Pace Systems Inc** | May 2026 | $16,190.00 | Scheduler Annual Software Fee |
| | | **$16,190.00** | |
| **Paris Correa** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **PowerDMS, Inc.** | May 2026 | $6,957.19 | Annual Fees |
| | | **$6,957.19** | |
| **Ring Central Inc** | May 2026 | $99,242.24 | Ring Central Subscription |
| | | **$99,242.24** | |
| **Robert G Holmes** | May 2026 | $150.00 | Plein Air Artwork Judge |
| | | **$150.00** | |
| **Robert W. Kryder** | May 2026 | $5.22 | Mileage Reimbursement |
| | | **$5.22** | |
| **Sedgwick Claims Management Services** | May 2026 | $3,000.00 | Professional Services |
| | | **$3,000.00** | |
| **Simon Cooper** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Success Factors Inc** | May 2026 | $64,094.46 | SAP SuccessFactors |
| | | **$64,094.46** | |
| **Target Solutions Learning LLC** | May 2026 | $19,054.08 | Annual Fees |
| | | **$19,054.08** | |
| **TKB Associates Inc** | May 2026 | $70,365.00 | Laserfiche Cloud Subscription |
| | May 2026 | $3,969.00 | Laserfiche Maintenance& Support Renewal PD |
| | | **$74,334.00** | |
| **Tom Pirovano** | May 2026 | $300.00 | Performance Fee |
| | | **$300.00** | |
| **Tori Marchi** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Town Square Owners Association** | May 2026 | $1,737.55 | Town Square Association Dues |
| | | **$1,737.55** | |
| **Upbeat Music** | May 2026 | $500.00 | Performance Fee For Scott Johnson |
| | | **$500.00** | |

| VENDOR/PAYEE NAME | Check Date | Check Amount | Description |
|---|---|---|---|
| **Victoria A. Hicks** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Will Cook Grundy Co Fire Investigation Task Force** | May 2026 | $300.00 | Fire Investigation Conference |
| | | **$300.00** | |
| **Woodfield Lake Office Campus Association** | May 2026 | $766.00 | Monthly Assessment |
| | | **$766.00** | |
| **Yulia Block** | May 2026 | $250.00 | Guest Musician For SYO Concert |
| | | **$250.00** | |
| **Zoho Corporation** | May 2026 | $7,010.10 | ManageEngine Annual Subscription |
| | | **$7,010.10** | |
| | **GRAND TOTAL** | **$658,304.87** | |

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Presentation of Awards to Employees for Public Service Recognition Week**
**05/26/26**
**Village Board**

Presenter:
Lead Department: Human Resources

***Executive Summary:***

***Recommended Action:***

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Presentation of Retirement Award for Twelve Years of Service to Donna Robertelli, Customer Service Clerk**
**05/26/26**
**Village Board**

Presenter:
Lead Department: Human Resources

***Executive Summary:***

***Recommended Action:***

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Request from Mr. Josh Goodell for One (1) Class A Liquor License for Velvet Taco located at 1260 N. Meacham Road (New Business).**
**05/26/26**
**Village Board**

Presenter:

Lead Department: President and Board

***Executive Summary:***

***Recommended Action:***

**ATTACHMENTS:**

- Velvet Taco.pdf

VBM 05/26/26

15110 Dallas Pkwy Suite 200
Dallas, TX 75248

Liquor license class "A" (New Business)

May 14, 2026

– Sean Copher (Asst. General Manager)
– Michael Vlachos (Director of Operations)

To: Honorable Tom Dailly
Village President / Liquor Commissioner
101 Schaumburg Court
Schaumburg, IL 60193

RE: Letter of Intent - Liquor License Request for Velvet Taco Schaumburg, LLC

Dear President Dailly

I am writing this letter of intent to the Village of Schaumburg to request a Class A liquor license for the business located at 1260 North Meacham Road, Schaumburg IL 60173.

We are planning to open a new business named Velvet Taco. The business will operate as a fast casual restaurant and intends to sell Margaritas and canned/bottles alcoholic beverages for on-premises consumption. The estimated open date is September 2, 2026

We have a signed lease dated September 27, 2022.

Please advise on the next steps for the application process.

Sincerely,

Josh Goodell Secretary & CFO
15110 Dallas Pkwy. Suite 200 Dallas TX 75248
972-685-1600
licensing@velvettaco.com

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve the Request from Global Brew Tap House for Four (4) Class D One Day Liquor Licenses for Live! at 90N Midweek Series event and to waive the Fee**
**05/26/26**
**Village Board**

Presenter:

Lead Department: President and Board

***Executive Summary:***

***Recommended Action:***

**ATTACHMENTS:**

- Global Brew May 20, June 17, July 15, August 19.pdf

VBM 05/26/26

**Magdalena Gerwel**

**From:** Global Brew Tap House- Schaumburg <aama56911@gmail.com>
**Sent:** Tuesday, May 12, 2026 7:00 PM
**To:** Magdalena Gerwel
**Cc:** Global Brew Tap House- Schaumburg
**Subject:** Waiver 1 Day Liquor License Fee Waiver Raquest

**CAUTION:** This email is from outside the organization.
Use caution before opening any links or attachments.

Hi Magdalena
As per our conversation today please find below the waiver application for local permit for the Midweek series N90 Event. "Class D" One Day Waived Fee

***Dear Schaumburg Liquor Commissioner:***

***Global Brew Tap House -Schaumburg is requesting a multi day liquor license permit from the Village of Schaumburg to participate in the* Live! at 90N Midweek Series** in Schaumburg **on Wednesday, May 20, June 17, July 15, and August 19.** ***The outing will take from 5-7:30 p.m. We are requesting a waiver of the fee. Global Brew contact is Shashin Vyas 847-612-2800 (cell)***

***Thank you***

Global Brew Tap House- Schaumburg

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve the Request from Schaumburg Firefighters Benevolent Association for One (1) Class D One Day Liquor License for the annual charity softball event and to waive the Fee**
**05/26/26**
**Village Board**

Presenter:

Lead Department: President and Board

***Executive Summary:***

***Recommended Action:***

**ATTACHMENTS:**

- Firefighters association August 10.pdf

VBM 05/26/2026

1 Day Liquor License Fee Waiver Request

"Class D" One Day Waived Fee

May 6, 2026

Magdalena Gerwel
Office of the Village President
Village of Schaumburg
1000 E. Woodfield Rd.
Schaumburg, IL 60193

RECEIVED
MAY 12 2026
MAYOR'S OFFICE

FF/PM Nick Merrell
Schaumburg Professional Firefighters
Benevolent Association8
P.O. Box 68324
Schaumburg, IL 60168-0324

This letter is to serve as an application for a one-day liquor license for our annual charity softball event. The event is taking place on August 10th, 2026 at Olympic Park from approximately 7am to 7pm. This event is being conducted by the Schaumburg Professional Firefighters Benevolent Association of IAFF Local 4092 to benefit the Ronald McDonald House, Schaumburg Township, and various other local charities. In the past, this event has raised between $40-45,000, which gets donated in its entirety.

Various food items from various vendors will be served at this event. There will also be pop and water served. The alcohol to be served at this event will be draft beer (Miller Lite) and White Claw Hard Seltzers. There will be a refrigerated trailer on site provided by Town and Country Distributors. Those purchasing and consuming alcohol are required to wear wristbands. These wristbands will be issued when a proper ID with date of birth is presented. Outside liquor will not be permitted at this event and no liquor served will be allowed to leave Olympic Park.

As this is a charity event, we kindly request that any fees associated with this license be waived.

Any questions regarding this event can be directed to Nick Merrell at nmerrell@schaumburg.com or 630-397-8418

Thank you for your support,

Nick Merrell
Schaumburg Firefighters Benevolent Association
Charity Softball Tournament
Logistics Coordinator

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Al Larson Cultural Center 40th Anniversary Month - June 2026**
**05/26/26**
**Village Board**

Presenter:
Lead Department: President and Board

***Executive Summary:***

***Recommended Action:***

**ATTACHMENTS:**
- Al Larson Cultural Center 2026.pdf

VILLAGE OF SCHAUMBURG

PROGRESS THROUGH THOUGHTFUL PLANNING

# PROCLAMATION

**WHEREAS**, for forty years, the Al Larson Prairie Center for the Arts has served as a vibrant home for artistic expression, cultural engagement, and community enrichment in the Village of Schaumburg; and

**WHEREAS**, since its founding in 1986, the center has supported creators, inspired audiences, and contributed to the cultural fabric of the community through performance, education, and celebration; and

**WHEREAS**, the Village of Schaumburg recognizes the continued evolution of this beloved institution and its expanded mission to serve as a cultural hub for all residents and visitors; and

**WHEREAS**, on June 20, 2026, the Village proudly commemorates both the 40th anniversary of the center's first public event and its official renaming to the **Al Larson Cultural Center**, honoring the legacy of former Mayor Al Larson and reflecting its growing role in arts and culture;

**NOW, THEREFORE,** I, Tom Dailly, Mayor of the Village of Schaumburg and the Village Board of Schaumburg, Cook, Illinois do hereby recognize **June 2026** as

**AL LARSON CULTURAL CENTER 40TH ANNIVERSARY MONTH**

and celebrates the next chapter of excellence, creativity, and community connection at the **Al Larson Cultural Center**

VILLAGE OF SCHAUMBURG SCHAUMBURG ILLINOIS

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the Village of Schaumburg to be affixed this 26th day of May 2026.

Tom Dailly

Tom Dailly
Village President

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve the Request from Military Outreach USA to Ratify a Raffle**
**05/26/26**
**Village Board**

Presenter: Lisa Petersen
Lead Department: Finance

***Executive Summary:***

Request from Military Outreach USA to ratify a raffle held on May 22, 2026 at Wintrust Field located at 1999 S Springinsguth Rd, Schaumburg, IL 60193. Tickets sold for 1 for $5. The total dollar amount of prizes awarded was a 50/50 split the pot. Their board voted unanimously to waive the fidelity bond requirement and requests the same from the Village Board.

***Recommended Action:***

The Village Manager recommends the Village Board approve the request from Military Outreach USA to ratify a raffle held on May 22, 2026 at Wintrust Field located at 1999 S Springinsguth Rd, Schaumburg, IL 60193 and waive the fidelity bond requirement.

**ATTACHMENTS:**

- Raffle Application
- Fidelity Bond Waiver
- NFP

Village of Schaumburg, IL

May 18, 2026

## Record No: RAF-26-1

Raffle License Application

Status: Active

Submitted On: 5/18/2026

### Primary Location

1999 S SPRINGINSGUTH RD
Schaumburg, IL 60193

### Owner

VILLAGE OF SCHAUMBURG
101 SCHAUMBURG CT SCHAUMBURG, IL 60193

### Applicant

Sue Brown
847-736-9594
sue.brown@militaryoutreachusa.org
202 Terra Springs Circle
Volo, IL 60020

## Raffle Details

**Organization Name***

Military Outreach USA

**Organization Type***

Non-profit

**Organization Address (Street)***

700 Florsheim Drive, Suite 11

**Address (City, State, Zip)***

Libertyville IL 60048

**Phone Number***

847-736-9594

*Licenses may only be issued to qualifying not-for-profit organizations in existence for at least 5 consecutive years [230 ILCS 15/2(b)]*

**Purpose of the Raffle***

Fundraising for Suicide Prevention programs and services for veterans and caregivers and to provide beds for homeless veterans who have qualified to move into housing.

**Does the organization possess a fidelity bond for it's members?**

No

**If not, is the organization requesting the fidelity bond requirement be waived?**

Yes

## Authorized Officers

**Presiding Officer Name:***

Major General (Ret)James H. Mukoyama

**Title:***

Chairman & CEO

**Address:***

810 Audubon Way, Apt HP317

**Officer Phone Number:***

847-420-4401

**Secretary Name:***

Howard Lang

**Secretary Phone Number:***

847-367-4460

**Address:***

700 Florsheim Drive, Suite 11

**Email:***

langh@eblawgroup.com

**Raffle Manager Name (bona fide member):***

Philip (Chappy) Ferrer

**Raffle Manager Phone number:***

224-434-9207

*Only bona fide members of the licensed organization may manage or operate the raffle [230 ILCS 15/4(a)(5)]*

## Raffle Details

**Ticket Sale Start Date:***

5/22/26

**Ticket Sale End Date:***

5/22/26

**Drawing Date:***

5/22/26

**Drawing Time:***

8th inning

**Location(s) Where Tickets Will Be Sold:***

Boomer Stadium

**Drawing Location:***

Boomer Stadium

**Will the price charged for each raffle chance exceed $5?**

No

**Price Per Ticket/Chance:***

5

*All net proceeds must be exclusively devoted to the lawful purposes of the organization [230 ILCS 15/4(a)(1)]*

## Prizes

**Description of Prize:***

1/2 of 50-50 proceeds

**Retail Value ($):***

0

**Donor/Source (if applicable):**

## Financial Controls

**Name of Person Accounting for Raffle License:***

Joanne (Sue) Brown

**Title:***

Executive Assistant

*This person must NOT be the same individual who accounts for other revenues of the organization. [230 ILCS 15/5(b)]*

*Gross raffle receipts must be segregated into a separate account. Records must be preserved for 3 years. [230 ILCS 15/5(b),(d)]*

---

## Raffle Report

Each organization licensed to conduct raffles shall report promptly after the conclusion of each raffle to its membership, and to the Village Board, its gross receipts, expenses and net proceeds from raffles, and **the distribution of net proceeds itemized.** When this report is ready, the applicant must return to this record and upload the report to the 'Attachments' section of the application.

---

## Acknowledgment & Signature

**The undersigned do hereby swear or affirm under penalty of perjury that: (1) the organization is a bona fide not-for-profit organization as described in 230 ILCS 15/2(b) and has been in continuous existence for at least five (5) years; (2) all information contained in this application is true and correct; (3) no officer, director, or employee of the organization has been convicted of a felony that would impair their ability to engage in the licensed position, is a professional gambler or gambling promoter, or is otherwise ineligible under 230 ILCS 15/3; and (4) all net proceeds from the raffle will be devoted exclusively to the lawful purpose of the organization. ***

Joanne P (Sue) Brown
May 15, 2026

# Military Outreach USA

700 Florsheim Drive, Suite 11 • Libertyville, IL 60048 • 877-734-4244 • MilitaryOutreachUSA.org

May 15, 2026

Olivia Szwarc
Village of Schaumburg
Customer Service Clerk/Finance Department
101 Schaumburg Court
Schaumburg IL 60193

RE: Raffle License Application for Schaumburg Boomer event on May 22, 2026

Dear Ms. Szwarc:

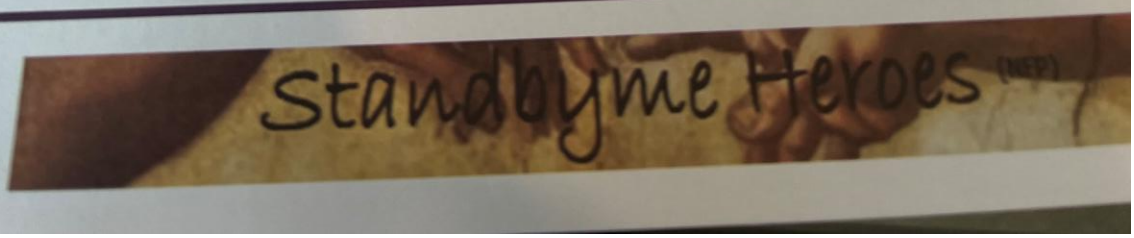
This document shall serve as notice that our board members (Major General (Ret) James H. Mukoyama, Chairman and CEO, Philip (Chappy) Ferrer, President and Secretary Howard Lang, Secretary) have come together to waive the fidelity bond as of May 15, 2026.

The application form has been completed online as of May 15, 2026. Our 501©(3) documentation was sent to you on May 15, 2026.

Please let me know if you need further information at this time.

Joanne P. (Sue) Brown

Joanne P. (Sue) Brown
Executive Assistant
Military Outreach USA
700 Florsheim Drive, Suite 11
Libertyville IL 60048



# Business Entity Search

## Entity Information

| | | | |
|---|---|---|---|
| **Entity Name** | MILITARY OUTREACH USA, NFP | | |
| **File Number** | 67732294 | **Status** | ACTIVE |
| **Entity Type** | CORPORATION | **Type of Corp** | NOT-FOR-PROFIT |
| **Incorporation Date (Domestic)** | 03-03-2011 | **State** | ILLINOIS |
| **Duration Date** | PERPETUAL | | |
| **Annual Report Filing Date** | 02-25-2026 | **Annual Report Year** | 2026 |
| **Agent Information** | HOWARD M LANG<br>700 FLORSHEIM DR STE 11<br>LIBERTYVILLE ,IL 60048 | **Agent Change Date** | 03-03-2011 |

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve an Agreement for Supplemental Engineering Services with Gewalt Hamilton Associates, Inc.**
**05/26/26**
**Village Board**

Presenter: Brent R. McQueen, Engineering Division Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 1014015-7223 | $400,000 | $209,070 |

The budget status for this request is: Under Budget

Amount Under Budget: $190,930

***Executive Summary:***

The Village of Schaumburg issued a Request for Proposal (RFP) seeking qualified professional engineering and project management firms to provide supplemental engineering services in the Engineering and Public Works Department. These services are intended to supplement existing staff resources and assist with delivery of the Village's capital improvement program.

For the past three (3) fiscal years, Chastain & Associates has provided project management support and engineering oversight services for both Engineering and Public Works and Transportation Departments in lieu of adding full-time staff. That agreement will conclude on April 30, 2026. Accordingly, the Village solicited proposals from qualified firms to provide these services for FY 26/27, with the option to extend the agreement for up to two (2) additional one-year terms.

During FY 26/27, the consultant is anticipated to assist with oversight of the following major projects:

- CMP Storm Sewer Replacement/Rehabilitation – 1230 Summit Drive
- CMP Storm Sewer Replacement/Rehabilitation – 416 Tebay Place
- CMP Storm Sewer Replacement/Rehabilitation – 617 Boxwood Drive
- CMP Storm Sewer Replacement/Rehabilitation – 931 Royal Court
- CMP Storm Sewer Replacement/Rehabilitation – Crandon Lane
- Meacham and Golf Bike Path
- Plum Grove Road Pedestrian Crossing – Sherwood Lane (Entrance to Spring Valley Nature Center)
- Traffic Signal Cabinet and Controller Replacement Program
- Metra Parking Lot East – Lighting Improvements
- Walnut Lane Resurfacing – Bode Road to Schaumburg Road

On March 20, 2026, staff released the RFP for the Supplemental Engineering Services, and four (4) proposals were received. Engineering and Public Works staff reviewed and evaluated the submittals in accordance with the Village's consultant selection policy.

Based on the evaluation process, staff determined that it is most advantageous to distribute the workload among two consultants to ensure efficient project delivery and adequate resource allocation. Following this review, Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois, was identified as the most qualified firm to provide engineering services for a portion of the listed projects. The firm demonstrated strong experience with similar municipal projects and a thorough understanding of local engineering needs and standards.

The total budget for Supplemental Engineering is $400,000, to be divided between two consultants. The portion allocated for this agreement is $209,070. Gewalt Hamilton Associates, Inc. submitted a cost proposal of $209,070, which matches the allocated budget amount.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement for Supplemental Engineering Services with Gewalt Hamilton Associates, Inc. of Vernon Hills, IL, in the amount of $209,070, and approve the required Resolution.

**ATTACHMENTS:**
- Qualifications Table
- Resolution
- PSA - UNSIGNED
- Proposal

**Qualifications Table Supplemental Engineering Services**

| Average Ratings | | Gewalt Hamilton | | HLR, Inc. | | Michael Baker International | | Hanson Professional | |
|---|---|---|---|---|---|---|---|---|---|
| *Criteria* | *Weight* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* |
| Technical Qualifications and Approach | 20% | 86.7 | 17.3 | 86.7 | 17.3 | 86.7 | 17.3 | 86.7 | 17.3 |
| Project Team/Capabilities | 30% | 90.0 | 27.0 | 86.7 | 26.0 | 88.3 | 26.5 | 88.3 | 26.5 |
| Municipal Experience | 20% | 90.0 | 18.0 | 86.7 | 17.3 | 90.0 | 18.0 | 86.7 | 17.3 |
| Value | 15% | 86.7 | 13.0 | 88.3 | 13.3 | 90.8 | 13.6 | 81.7 | 12.3 |
| Availability and Responsiveness | 15% | 90.0 | 13.5 | 88.3 | 13.3 | 90.0 | 13.5 | 88.3 | 13.3 |
| | **Total** | **88.8** | | **87.2** | | **89.0** | | **86.7** | |

**RESOLUTION NO. R-26-____**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR SUPPLEMENTAL ENGINEERING SERVICES WITH GEWALT HAMILTON ASSOCIATES, INC.**

**WHEREAS**, the President and Board of Trustees wish to execute an agreement with Gewalt Hamilton Associates, Inc. of Vernon Hills, IL for the Supplemental Engineering Services; and

**WHEREAS,** it would be in the best interests of the citizens of Schaumburg to execute the attached Agreement, Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:**

**SECTION ONE:** That the Village Manager and Village Clerk be and hereby are authorized and directed to execute the attached Agreement, Exhibit "A", between the Village of Schaumburg and Gewalt Hamilton Associates, Inc. of Vernon Hills, IL**.**

**SECTION TWO**: That the Village Manager and Village Clerk be and hereby are authorized to sign any documents in furtherance of this Resolution.

**SECTION THREE:** That this Resolution shall be in full force and effect after passage and approval as required by law.

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED AND APPROVED** this _____ day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk

**VILLAGE OF SCHAUMBURG**
**PROFESSIONAL SERVICES AGREEMENT FOR**
**Supplemental Engineering Services with Gewalt Hamilton Associates**

**THIS AGREEMENT** is dated as of the ____ day of _____, 20__ (***"Agreement"***) and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation (***"Village"***) and the Consultant identified in Subsection 1A below.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Consultant Firm Name: Gewalt Hamilton Associates
Street Address: 625 Forest Edge Drive
City, State, Zip: Vernon Hills, IL 60061
Telephone: _____
Email: kjohnson@gha-engineers.com

**B. Project Description.**
Supplemental Engineering Services with Engineering and Public Works Department. Detailed Scope of Services included in the Request for Proposals for Supplemental Engineering Services, a copy of which is attached as Exhibit RFP to this Agreement.

**C. Representations of Consultant**. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit 1 to this Agreement (***"Services"***). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit 1 in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**D. Agreement Amount**. The total amount billed by the Consultant for the Services under this Agreement shall not exceed $209,070.00, as outlined in Exhibit 1, including reimbursable expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties or on the date specified in Exhibit 1 (the ***"Commencement Date"***). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than 365 days after the date of the execution of this Agreement (***"Time of Performance"***).

**D. Reporting.** The Consultant shall regularly report to the Village, regarding the progress of the Services during the term of this Agreement.

## SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

**A. Agreement Amount.** The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.

**B. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit 1. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit 1. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

**C. Records.** 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 records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

**D. Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

**E. Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**F. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

## SECTION 4. PERSONNEL; SUBCONTRACTORS.

**A. Key Project Personnel.** The Key Project Personnel identified in Exhibit 1 shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

## SECTION 5. CONFIDENTIAL INFORMATION.

**A. Confidential Information.** The term ***"Confidential Information"*** shall mean information designated as "Confidential" in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement (***"Time of Disclosure"***); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** 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 unless required to perform the Services set forth in this Agreement. The Consultant shall be permitted to disclose Confidential Information as necessary to its subcontractors to fulfill the obligations required by this Agreement. 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 subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

## SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

**A. Standard of Care.** The Consultant warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in the same locale in existence at the time of performance of this Agreement. The standard of care expressed shall be in addition to any other representations expressed in the Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance either of the Village or the Consultant, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Consultant's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

**C. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit 2 to this Agreement. But in no event shall any work begin without an insurance certificate or policy having been provided and approved by the Village. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including without limitation at all times to meet the Standard of Care requirements of Subsection 6(A) of this section.

**D. No Personal 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. Likewise, no claims or suits shall be made against the employees of the Consultant as a result of the execution of this Agreement.

## SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing, in or done pursuant to this Agreement, shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A) (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) (4).

**E. Patriot Act Compliance.** The Consultant represents and warrants to the *Village* that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

**F. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit 1. The Consultant may also terminate the Agreement in the event the Village fails to make payment for services rendered, but only after the Consultant has provided written notice to the Village of the lack of payment and allowed the Village 30 days to make payment or contest the payment or amount.

**G. Term.** The time of performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village determines that all of the Services under this Agreement are completed or upon final payment to Consultant. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

**H. Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable building and zoning statutes, ordinances, rules, and regulations, and the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. Consultant shall also comply with all conditions of any federal, state, or local grant received by Village and made known to the Consultant with respect to this Agreement or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

**I. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that permits completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other material requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

**1. Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

**2. Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

**3. Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of reasonable actions taken by the Village in response to any Event of Default by the Consultant.

**J. No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

**K. Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

**L. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the work and with any other consultants engaged by the Village.

**M. News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village

**N. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village upon payment of all sums due and owing Consultant under the Agreement. Any reuse of Documents other than for the purposes of this Agreement shall be at Village risk and Consultant shall not be liable for any reuse of the Documents.

**O. GIS Data.** ***[NOTE: Use this only if applicable]*** The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

**1. Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

**2. Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

**3. Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;

b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village;

c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

## SECTION 8. GENERAL PROVISIONS.

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

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

**D. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Schaumburg 714 S. Plum Grove Road
Schaumburg, Illinois 60193
Attention: Ogar Somo,P.E.,CFM
E-mail: osomo@schaumburg.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Consultant Firm Name: Gewalt Hamilton Associates
Street Address: 625 Forest Edge Drive
City, State, Zip: Vernon Hills, IL 60061
Attention: Kyle Johnson
Facsimile: _____
Email: kjohnson@gha-engineers.com

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

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

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

**H. Governing Laws.** This Agreement shall be interpreted according to the laws of the State of Illinois.

**I. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

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

**K. Exhibit.** Exhibits 1 and 2, are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

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

***[SIGNATURES FOLLOW]***

**VILLAGE OF SCHAUMBURG**

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

**CONSULTANT**

By:_____

TITLE:_____

ATTEST:

By:_____

TITLE: _____

**EXHIBIT 1**

**SCOPE OF SERVICES**

**AGREEMENT AMOUNT**

***[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]***

***[INCLUDE HOURLY RATES, LUMP SUM AMOUNTS, REIMBURSABLE COSTS, SCHEDULE FOR LUMP SUM OR INSTALLMENT PAYMENTS, INVOICE FORMAT, ETC.]***

***[SHALL INCLUDE SCHEDULE]***

## EXHIBIT 2

## INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, borrowed or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$1,000,000 Bodily Injury and Property Damage $2,000,000 Aggregate

Coverages shall include:

- Broad Form Property Damage Endorsement
- Broad Form Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Umbrella Policy or Excess liability Insurance with a limit of liability of not less than $2,000,000.

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance, except professional liability, on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per claim/$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out deviation from the professional standard of care set forth in the Agreement. If the policy is a claims made policy, it shall remain in effect for 5 years after the work has been completed.

F. Village as Additional Insured. Village shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Village as follows: Village of Schaumburg, including its Board members and elected and appointed officials, its officers, and employees.

G. Other Parties as Additional Insureds. In addition to Village, the following parties shall be named as additional insured on the following policies:

| Additional Insured | Policy or Policies |
|---|---|
| _____ | _____ |
| _____ | _____ |

The Consultant will provide certificates of insurance evidencing the types and limits of insurance specified. The certificates of insurance will specifically address each of the requirements noted. All insurance noted is primary and in no event will be considered contributory to any insurance purchased by the Village.

The same full insurance coverage provided to the named insured, whether it is the Consultant or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage.

Any and all deductibles or other forms of retention are the responsibility of the Consultant. All deductibles or other forms of retention are subject to the approval of the Village. Consultant will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Consultant waives any right of subrogation it may have or later acquire against the Village.

The Consultant shall not allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Consultant and their subcontractor(s) shall maintain all insurance required for not less than one (1) year after completion of this contract except professional liability which shall be for 5 years.

VILLAGE OF SCHAUMBURG

# REQUEST FOR PROPOSAL

## Supplemental Engineering Services

2026-RFP-018

April 3, 2026

GHA GEWALT HAMILTON ASSOCIATES, INC.
*An Employee-Owned Company*

625 Forest Edge Drive - Vernon Hills, IL 60061
847.478.9700 GHA-Engineers.com

GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive, Vernon Hills, IL 60061
425 N Martingale Road, Schaumburg, IL 60193
9765 Widmer Road, Lenexa, KS 66215
847.478.9700 • GHA-Engineers.com

**Ogar Somo, P.E., CFM**
**Senior Civil Engineer**
Village of Schaumburg
714 S. Plum Grove Road
Schaumburg, IL 60193

April 3, 2026

Re: REQUEST FOR STATEMENT OF QUALIFICATION AND PROPOSAL **– 2026-RFP-018**
**Supplemental Engineering Services**
*GHA Proposal No. 2026.M028*

Dear Mr. Somo and the Village of Schaumburg,

Schaumburg is managing the kind of capital program that can stretch even a strong in-house team. The Village is not simply seeking "extra hands," but a municipal-caliber partner who can function as staff, help carry a large multi-year CIP, and support day-to-day transportation needs without adding permanent positions.

Gewalt Hamilton Associates (GHA) is organized around that role. The team proposed for Schaumburg blends former Village Engineers and public works leaders with senior transportation, construction, and survey staff who already serve in embedded, on-call capacities for communities across the region.

For Schaumburg, this means:

- **CIP leadership with experience at your scale.** As former Village Engineer in Buffalo Grove and now GHA's Capital Improvement Program Market Lead, Darren Monico, P.E., MPA, has managed roadway and utility programs comparable in size and complexity to Schaumburg's and is prepared to serve as your embedded CIP Project Manager.
- **A client manager who has sat in your chair.** Kyle Johnson, P.E., CFM, MBA, formerly Deputy Public Works Director/Village Engineer in Buffalo Grove, helped plan, fund, and deliver a $400-million infrastructure program and secure more than $50 million in grants. He will serve as strategic liaison for Schaumburg.
- **Implementation and On-Site Expertise:** Shawn Hurtig brings more than 20 years of experience in municipal capital improvement planning, spanning projects from initial concept through final construction. His background includes working within a local municipality where he developed, implemented, and delivered a five-year, $110 million capital improvement program prior to joining GHA in 2020.

They are supported by transportation expert, Dan Brinkman, P.E., PTOE; construction lead Lucas Deferville, and Survey Project Manager, Mark Hamilton, PLS, giving the Village a clear line from planning through survey and construction without gaps in responsibility.

The enclosed Statement of Qualifications outlines how this team will integrate with your Engineering & Public Works and Transportation staff, how their prior work aligns with Schaumburg's CIP and transportation priorities, and how GHA will maintain the responsiveness and continuity you are seeking.

Thank you for considering our qualifications. GHA would welcome the opportunity to discuss how this team can help Schaumburg deliver its capital program and transportation responsibilities with fewer surprises and a stronger sense of control.

Sincerely,
**Gewalt Hamilton Associates, Inc.**

**Kyle Johnson, P.E., CFM, MBA**
Direct: 224.292.4092 • KJohnson@GHA-Engineers.com

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## GHA's Vision – Now and into the Future:



**GHA will be the premier consultant in the Midwest, providing high-quality services and designs for our clients and community.**

**GHA will be forward looking, working toward a common vision that includes diversity and inclusion, a feeling of belonging, and built upon strong internal and external relationships.**

**GHA will build and maintain a strong culture, one built upon trust and growth, and our core values of Ownership, Integrity, Passion, Initiative and Accountability.**

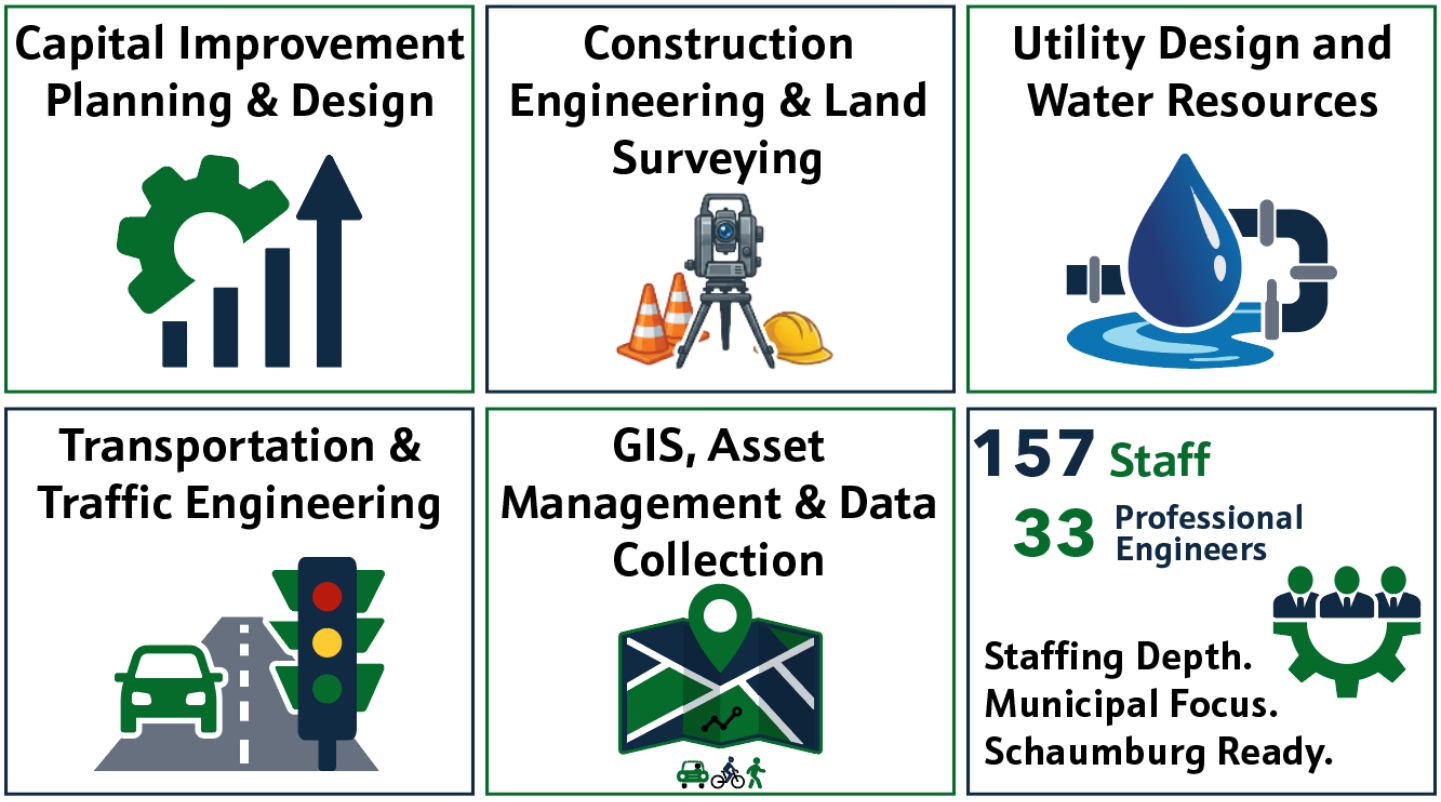
# FIRM DESCRIPTION

## ABOUT GHA

Gewalt Hamilton Associates, Inc. (GHA) is an *employee-owned*, multidisciplinary civil engineering, surveying, and data collection firm with over 40 years of continuous service to municipalities and public agencies in northeastern Illinois. Our practice is built around municipal engineering, with a long history of serving as City/Village/Township/Traffic/District Engineer to more than 30 local public agencies at varying levels of engagement.

## BREADTH AND DEPTH OF SERVICES

GHA offers a full range of municipal services from project inception through construction close-out, including:




With 157 staff and 33 licensed Professional Engineers across municipal, transportation, water resources, construction/survey, and related disciplines, ***GHA provides the capacity and depth required for a program of Schaumburg's size and complexity***.

## FIT FOR SUPPLEMENTAL ENGINEERING SERVICES

For the Village's Supplemental Engineering Services, GHA is positioned to operate as an extension of Village staff for both the Capital Improvement Program (CIP) Project Manager role and Transportation Engineering Services. Our municipal and transportation teams routinely:

- Manage multi-project CIPs
- Coordinate with IDOT, MWRD, IEPA, & state and county agencies
- Review plans, plats, and easements
- Monitor budgets and grant reimbursements
- Oversee consultants & contractors on behalf of municipal clients

These services align directly with the Village's need for support, including resurfacing, utility rehabilitation, bike/pedestrian projects, traffic signal improvements, & streetscape work.

## TRANSPORTATION AND TRAFFIC CAPABILITIES

GHA's transportation and traffic engineers provide:

- Phase I roadway and bicycle/pedestrian studies
- Traffic signal design and timing
- Traffic impact studies and traffic data collection
- Plan review and development review services for municipalities



Our experience with traffic signal cabinet and controller replacements, video detection upgrades, bike path projects, and corridor improvements mirrors the types of projects identified in the Village's FY2026/2027 Transportation program. This enables GHA to provide efficient on-call technical support for capital projects, traffic studies, and investigations on the 5–10 hours/week basis anticipated by the Village.

## ADDED VALUE AND CLIENT FOCUS

GHA's added value lies in its municipal focus and integrated, cross-disciplinary approach. Our teams combine

**Engineering, Surveying, Water Resources, Construction, and GIS Expertise**

to keep projects on schedule and within budget while meeting regulatory requirements and advancing community goals. We routinely ***assist municipalities with grant and funding strategies***, including monitoring expenditures, preparing reimbursement requests, and coordinating with agencies such as IDOT, counties, IEPA, and regional utilities.

**At GHA, the emphasis is on client benefit and long-term partnership.** We view our work with municipalities as community building: every resurfacing program, utility project, or traffic improvement is an opportunity to enhance safety, reliability, and quality of life for residents and businesses.

Our staff development model produces well-rounded engineers who are comfortable stepping into a "Village staff" role, responding promptly to requests, and collaborating closely with internal departments.

This combination of municipal specialization, staff capacity, and client-focused culture positions GHA to provide the Village of Schaumburg with a reliable, responsive partner for Supplemental Engineering Services.

## LOCAL PRESENCE AND ACCESSIBILITY

GHA offers Schaumburg a truly **local team** that already works where the Village works. Our full-service Schaumburg office, located just 3.5 miles (about seven minutes) from Village Hall, allows key staff to be embedded in Village operations; working in-house, attending meetings on short notice, and responding rapidly in the field when issues arise. ***This proximity improves communication, shortens response times, and helps resolve problems before they escalate.***



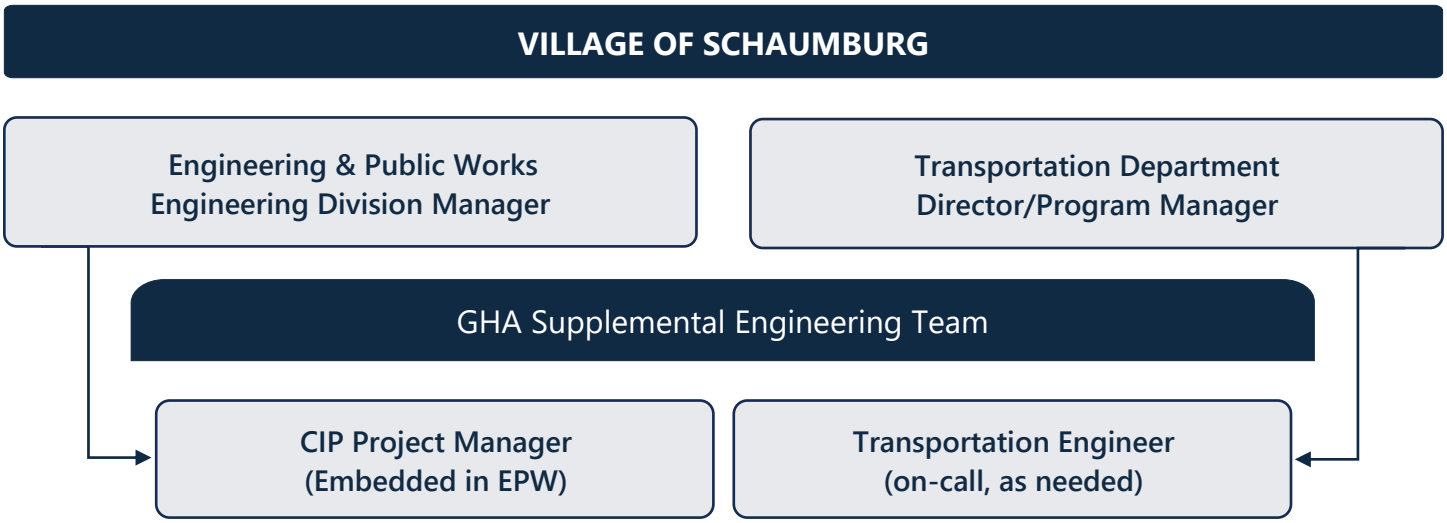

This on-the-ground presence is backed by our corporate office in Vernon Hills, which provides the full depth of our municipal engineering, transportation, and infrastructure expertise; ensuring Schaumburg receives both immediate local support and the resources of our entire experienced team.

# STATEMENT OF UNDERSTANDING

Gewalt Hamilton Associates, Inc. (GHA) understands that the Village of Schaumburg is seeking a supplemental engineering partner that can operate as an extension of staff for an initial one-year term, with the option for annual renewals. The Village needs support that integrates into daily operations of both Engineering & Public Works (EPW) and the Transportation Department while helping deliver active capital projects on time and within budget.

## HOW GHA FITS INTO VILLAGE OPERATIONS

GHA's team is structured around two coordinated roles that align directly with the Village's requested services:




## UNDERSTANDING OF CIP PROJECT MANAGEMENT SERVICES

GHA understands that the Village is seeking supplemental project management support to help deliver its FY 2026-2027 capital projects, with the flexibility to continue services if the agreement is renewed. The CIP Project Manager will work as an integrated member of the EPW Engineering Division, primarily focused on:

- Quickly learning the status and history of assigned projects, including those that span multiple fiscal years
- Tracking schedules, budgets, and key milestones, and flagging potential risks early
- Reviewing plans, cost estimates, contracts, plats, surveys, and easement documents
- Coordinating with Village staff, other consultants, contractors, and external agencies
- Providing clear, regular status updates and discussing scope, schedule, or cost changes with the Engineering Division Manager

The CIP Project Manager will maintain a regular in-office presence as needed (within agreed hour limits) and will align with EPW workflows, documentation standards, and communication practices rather than creating a separate, parallel process.

## UNDERSTANDING OF TRANSPORTATION ENGINEERING SERVICES

GHA understands that the Transportation Department requires flexible, part-time engineering support that can be scaled to workload, typically 5-10 hours per week on an as-needed basis. This role is focused on helping advance transportation capital projects and respond to operational traffic and safety needs.

Key elements of this support include:

### Capital Project Assistance



- Review reports, plans & cost estimates
- Attend project meetings when needed
- Coordinate with IDOT, the County & other agencies on shared-jurisdiction projects and permits

### Traffic Studies & Investigations



- Conduct intersection evaluations, sight distance assignments, signage & pavement marking reviews
- Develop clear, defensible recommendations supported by technical analysis & preliminary cost

### Development & Program Support



- Review development proposals & complex traffic impact studies
- Assist with traffic impact fee program management
- Provide small-project engineering services where separate procurements are not practical

## UNDERSTANDING OF MULTI-DEPARTMENT COORDINATION

GHA recognizes that many Schaumburg projects involve both EPW and Transportation interests; for example, resurfacing projects that include utility improvements, pedestrian upgrades, and traffic signal or safety enhancements. To support this environment, GHA will:

- Communicate consistently with both departments regarding project status and decisions
- Identify opportunities to coordinate work (e.g., utility work with resurfacing, signal upgrades with bike/ped improvements)
- Maintain consistency in standards, documentation, and design assumptions across projects

This approach is intended to minimize disruption to residents and businesses, reduce duplication of effort, and maximize the value of capital investments during the initial term and any renewal years.

## ITEMS REQUIRING SPECIAL ATTENTION

GHA has identified several areas that will require focused attention to meet the Village's expectations and ensure successful performance:

| FOCUS AREA | WHAT THIS MEANS FOR THE VILLAGE |
|---|---|
| Rapid familiarization | GHA quickly understands project history, status, and constraints to avoid delays. |
| Schedule and budget control | Milestones, expenditures, and funding conditions are actively tracked and reported. |
| Agency and utility coordination | Permits, right-of-way issues, and utility conflicts are anticipated and addressed early. |
| Responsiveness & communication | EPW and Transportation receive prompt replies and regular, predictable updates. |
| Workload flexibility | Support can be scaled within agreed hours to match seasonal and project demands. |
| Practical, implementable solutions | Recommendations are constructible, cost-effective & maintainable by staff. |

These priorities will guide how GHA assigns staff, structures communication, and coordinates with Village personnel and external agencies.

## GHA'S PERSPECTIVE

From GHA's municipal experience, this engagement is fundamentally about providing reliable, responsive staff-extension support over the initial one-year term, with the continuity to carry successful practices into any renewal years. GHA is committed to integrating into Schaumburg's processes, supporting both EPW and Transportation effectively, and delivering practical engineering solutions that align with the Village's goals and expectations.

## PROJECT APPROACH

GHA's approach is built around giving Schaumburg embedded, municipal-caliber leadership that can immediately support EPW and Transportation, protect the CIP schedule and budget, and simplify coordination for staff. The structure emphasizes clear accountability, fast response, and practical solutions that are straightforward to deliver and maintain.

## OVERALL PROGRAM LEADERSHIP

- **Client Manager: Kyle Johnson, P.E., CFM, MBA**
  Former Deputy Public Works Director/Village Engineer for Buffalo Grove, where he helped plan, fund, and deliver a $400 million Infrastructure Modernization Program and secured over $50 million in grant funding.

  **Role:** Strategic liaison to EPW and Transportation leadership; alignment with Village priorities, funding strategy, and cross-department issues.

- **CIP Project Manager: Darren Monico, P.E., MPA**
  Former Village Engineer for Buffalo Grove and Asst. Dir. Engineering & Bldg. in Barrington where he was involved in large capital programs for each community, now GHA Capital Improvement Program Market Lead.

  **Role:** Embedded CIP lead in EPW responsible for assigned CIP projects from planning through closeout.

- **Project Engineer: Shawn Hurtig**
  Implementation and On-Site Expertise: Shawn Hurtig brings more than 20 years of experience in municipal capital improvement planning, spanning projects from initial concept through final construction. His background includes working within a local municipality where he developed, implemented, and delivered a five-year, $110 million capital improvement program prior to joining GHA in 2020.

  **Role:** Provides day-to-day design, plan review, constructability review, and cost estimating support so senior leads can focus on strategy, risk, and decisions, while Schaumburg gains higher quality documents and fewer change orders.

### PROVEN MAJOR CIP DELIVERY

Kyle and Darren both played key leadership roles in Buffalo Grove's $400 million Infrastructure Modernization Program, a scale similar to Schaumburg's current CIP.



## SUPPORTING DELIVERY TEAM

To ensure Schaumburg receives complete "planning-to-pavement" support, the leadership team is backed by:

- **Transportation Lead: Daniel Brinkman, P.E., PTOE**
  Senior transportation engineer and Phase I Manager for State and federally funded roadway, signal, and bike/ped projects.

  **Value to Schaumburg:** On-demand technical lead for Transportation Department assignments (traffic operations, safety, development, and capital support).

- **Construction Lead: Lucas Deferville**
  Assistant Director of Construction with more than 20 years of construction engineering experience, including serving as Construction Coordinator for Buffalo Grove's Infrastructure Modernization projects and resident engineer on multi-million-dollar roadway, utility, and signal improvements.

**Value to Schaumburg:** Oversees Phase III services, field coordination, IDOT-compliant documentation, and resident communication, ensuring projects are built as intended, on time, and within budget with minimal disruption to the public.

- **Survey Lead: Mark Hamilton, PLS**
  Professional Land Surveyor experienced in boundary and topographic surveys, construction staking, Plats of Highways, and easement/legal description preparation.

  **Value to Schaumburg:** Provides timely, accurate survey and ROW/easement documentation to keep design, permitting, and land rights on schedule and reduce field conflicts.

## SERVICE AREA 1 – CIP PROJECT MANAGEMENT (EPW)

**Objective:** Keep Schaumburg's $452.9 million CIP on schedule, on budget, and aligned with Village goals, without adding permanent staff.

1. **Seamless integration with staff**
   - Maintain a regular in-office presence at EPW, set weekly touchpoints with the Engineering Division Manager, and work side-by-side with staff engineers and the existing project manager.
   - Use Village templates and systems for consistency, minimizing training burden on staff.
2. **Program-level project management**
   - Maintain a live portfolio view for assigned projects: phase, schedule, budget, funding source, and key risks.
   - Track grant-eligible costs and reimbursement milestones to protect the Village's targeted $75.1 million in outside funding.
3. **Agency and utility coordination**
   - Lead coordination with IDOT, Cook County, DuPage County, MWRD, IEPA, and utilities for assigned projects, with clear permit and review timelines.
   - Apply GHA's extensive experience with STP/CMAQ, roadway, water, sanitary, and stormwater projects to reduce review-related delays.
4. **Risk-based oversight**
   - Identify scope, schedule, and cost risks early; elevate only the decisions that truly require Village direction.
   - Offer options with pros/cons, rather than presenting issues without solutions.
5. **Clear communication and documentation**
   - Provide concise monthly summaries (and weekly check-ins as needed) highlighting accomplishments, upcoming milestones, and decisions required.
   - Document decisions and assumptions so knowledge is retained as projects move between phases and fiscal years.

**Application to FY 2026–2027 CIP Projects**

As CIP Project Manager, Darren will focus first on quickly understanding the status, risks, and funding for Schaumburg's FY 26–27 CIP portfolio and then provide project-specific support as follows:

- **CMP Storm Sewer Replacement/Rehabilitation (Multiple Projects):** Lead design-phase coordination, schedule and budget tracking, and agency/utility coordination for planned storm sewer work, including integration with roadway programs where feasible.

- **Priority Sanitary Sewer Rehabilitation (Multiple Projects) and Sanitary Sewer Analysis & Rehab – ACP:** Coordinate design and construction engineering activities, track rehabilitation priorities, and align work with resurfacing and "Vital Streets" efforts to minimize disruption and duplication.
- **Sewer Analysis – Vital Streets:** Support engineering analysis, scope development, and budgeting to position this work for future construction phases and funding opportunities.
- **Meacham & Golf Bike Path Construction Engineering and Plum Grove Road Pedestrian Crossing Design Engineering:** Oversee consultant coordination, schedule, and budget; review design and construction documents with attention to safety, ADA, and constructability; and support coordination with IDOT and other agencies as needed.
- **Metra Parking Lot East Lighting Improvements Construction Engineering:** Monitor progress and documentation for this smaller, focused construction assignment so it can be delivered efficiently without diverting significant internal staff time.
- **Traffic Signal Cabinet & Controller Replacement Program Construction Engineering:** Coordinate with Transportation staff and the Transportation lead to keep cabinet and controller improvements aligned with broader signal and detection upgrades.
- **Walnut Lane and Woodfield Road Resurfacing Construction Engineering:** Track construction schedules, budgets, and documentation; coordinate with utilities and adjacent projects; and support communication with the public and businesses along these key corridors.

For each of these projects, Darren will maintain a clear view of phase, schedule, budget, funding source, and key risks, so EPW leadership has concise, up-to-date information for decision-making.

### SERVICE AREA 2 – TRANSPORTATION ENGINEERING (TRANSPORTATION DEPARTMENT)

**Objective:** Give Transportation staff a highly responsive "on-call traffic engineer" who can flex from 5-10 hours per week to more intensive support as projects demand.

1. **On-demand technical support**
   - Respond quickly to requests for reviews, concepts, or field checks tied to FY 26–27 projects such as bike/ped corridors, signal cabinet and detection upgrades, and Commerce Drive reconstruction.
   - Set expectations (e.g., typical turnaround times) for different task types so staff know what to expect.
2. **Focused project review and agency coordination**
   - Review reports, plans, and cost estimates for roadway, bike/ped, and signal projects with an eye toward safety, operations, and constructability.
   - Coordinate with IDOT, Cook County, the Tollway, and other agencies on signal and corridor work, leveraging Dan Brinkman's experience on CMAQ and STP-funded signal/interconnect projects across the region.
3. **Traffic studies and field investigations**
   - Conduct targeted intersection and corridor analyses, sight distance and signing/marking reviews, and speed/delay checks in support of resident concerns and capital projects.
   - Provide short, actionable memos that clearly state the issue, recommended solution, cost range, and implementation steps.
4. **Development and program support**
   - Review traffic impact studies and site plans for developments impacting Schaumburg's network.

- Assist with traffic impact fee program updates and ongoing implementation, drawing on experience with similar programs in other municipal clients.

## STAFFING FLEXIBILITY AND COORDINATION

### Scalable team, consistent leads

- Kyle, Darren, and Shawn remain the faces of the engagement; additional GHA staff from Municipal, Transportation, Water Resources, Construction, Survey, and GIS divisions support them as workload requires.
- Tasks are assigned at the appropriate level (senior vs. staff engineer) to control cost while maintaining quality.

### Responsive, embedded support

- EPW support: Darren's schedule will be set with the Engineering Division Manager, with the ability to increase or decrease in-office hours based on CIP workload and budget.
- Transportation support: Dan's hours flex with project schedules and resident/operational demands, staying within the 5–10 hours/week expectation unless otherwise agreed.

### Municipal experience advantage

- Kyle, Darren and Shawn's years inside Village Halls and Public Works Departments mean they understand internal approval paths, council/board expectations, public communication needs, and how to sequence projects around fiscal years and construction seasons.
- Dan's regional traffic and Phase I experience ensures Transportation receives recommendations consistent with IDOT, county, and federal practices, which is critical for Schaumburg's grant-funded work.

**Application to FY 2026–2027 Transportation Program**

As Transportation Lead, Dan will provide the anticipated 5-10 hours per week of technical support, with the ability to increase effort temporarily around key milestones, focused on the Village's FY 26–27 program:

- **90N Transit Access:** Review traffic, access, and multimodal elements; coordinate with IDOT and other agencies as needed; and provide concise recommendations on phasing and operational impacts.
- **Update to Traffic Impact Fee Study:** Assist with data review, methodology considerations, and practical implementation guidance based on experience with similar municipal programs.
- **Higgins Road Bike Path and Algonquin Road Bike Path:** Review plans and traffic components for safety, operations, and consistency with IDOT and county standards; advise on crossing treatments and connections.
- **Rodenburg Road Resurfacing and Commerce Drive Reconstruction:** Review traffic control, access management, and staging for safety and operations; coordinate with EPW and Darren to align roadway work with other capital projects.
- **Traffic Signal Cabinet and Video Detection Improvements:** Support selection and review of cabinet/detection upgrades, focusing on operational benefits and compatibility with existing systems and future SCAT/ITS needs.
- **North Meacham Road Corridor Streetscape Phase III:** Review streetscape and traffic elements for consistency with prior phases and corridor operations, including pedestrian safety and access considerations.

For these assignments, Dan will provide short, actionable memos and plan review comments that state the issue, recommended solution, and order-of-magnitude cost, so Transportation staff can move quickly from analysis to implementation.

# STATEMENT OF QUALIFICATIONS

GHA's team is organized to match Schaumburg's two primary service areas - CIP project management and transportation engineering, supported by construction and survey specialists. The table below links each key role to the responsibilities outlined in the RFP.

## KEY PERSONNEL AND ROLE ALIGNMENT

| Role/Team Member | Relevant strengths | Supporting Schaumburg's scope |
|---|---|---|
| **Client Manager**<br>**Kyle Johnson, P.E.** | Municipal-focused PM; manages multi-project capital programs; experienced coordinating consultants and internal staff. | Serves as single point of contact; aligns CIP and transportation assignments with Village priorities; adjusts GHA staffing as workload fluctuates within the fiscal year. |
| **CIP Project Manager**<br>**Darren Monico, P.E.** | Manages roadway, utility, and streetscape projects from design through construction; leads plan/estimate/contract reviews; coordinates with agencies and utilities. | Fulfills embedded CIP Project Manager role; tracks schedules, budgets, and milestones; leads project meetings; supports review of plans, cost estimates, plats, easements, and contracts; provides regular status updates. |
| **Project Engineer**<br>**Shawn Hurtig** | 25+ years in consulting and municipal public works; as a village PM, led a five-year, $110M CIP and helped launch a municipal GIS program; experienced with contractors, consultants, and the public. | Brings "inside the village" perspective to CIP work; supports rapid familiarization with existing projects and funding; assists with day-to-day project tracking, documentation, and field coordination; reinforces focus on practical, implementable solutions. |
| **Transportation Lead**<br>**Dan Brinkman, P.E., PTOE** | 30 years in traffic/transportation; PTOE; manages signal/interconnect, corridor, and STP/CMAQ projects; prepares TIS, signal warrants, intersection design, and pedestrian/safety studies. | Leads Transportation Department support; reviews transportation plans, reports, and cost estimates; conducts or reviews traffic studies and safety evaluations; coordinates with IDOT, County, Tollway; supports development review and traffic impact fee program. |
| **Construction Lead**<br>**Lucas Deferville** | Resident Engineer for multi-million-dollar municipal projects combining water main, storm sewer, roadway reconstruction, ADA, and signal work; consistently delivers on time and under budget. | Provides construction-phase support when needed: field observation, documentation, pay estimates, and contractor coordination; acts as "face of the project" to residents and Village staff on active construction projects. |
| **Survey Manager**<br>**Mark Hamilton, PLS** | Licensed PLS with experience in boundary and topo surveys, Plats of Highways, easement/ROW documents, and construction staking for transportation and utility projects. | Supports CIP and transportation tasks requiring survey; prepares/reviews plats, legal descriptions, and easement documentation; ensures accurate control and layout for Village projects; provides survey data that can integrate with Village GIS/asset systems. |

In addition to their technical expertise, ***several members of the team have literally sat in your chair, having previously served in municipal engineering and public works roles***. That perspective means they understand the daily pressures of delivering a capital program, answering to boards and residents, and coordinating across departments while working within fiscal-year constraints.

## HOW THE TEAM FUNCTIONS AS AN EXTENSION OF STAFF

- **Embedded CIP support:** Darren Monico, supported by Shawn Hurtig, operates as an in-office extension of the EPW Engineering Division, focusing on project tracking, documentation, agency/utility coordination, and regular communication with the Engineering Division Manager.
- **Flexible transportation support:** Dan Brinkman provides part-time, on-call transportation engineering assistance that can scale between approximately 5-10 hours per week, depending on project schedules and investigation needs.
- **Full project lifecycle coverage:** Lucas Deferville and Mark Hamilton ensure that when projects move into construction or require survey and ROW support, the Village has access to construction observation and survey expertise consistent with IDOT and local standards.
- **Municipal mindset:** With former municipal staff and long-time local government consultants on the team, communication, public expectations, and fiscal-year delivery pressures are understood and built into how the team will support Schaumburg day-to-day.

# STATEMENT OF AVAILABILITY



GHA can dedicate the proposed team to Schaumburg's Supplemental Engineering Services engagement within the timeframes and hour ranges described in the RFP, with built-in flexibility to respond to short-notice needs. The team structure is intentionally sized so that the Village receives consistent, named leads for each service area, backed by additional staff who can step in as workload fluctuates over the fiscal year.

## CIP PROJECT MANAGER AVAILABILITY

GHA will assign Darren Monico as the primary CIP Project Manager, with capacity to work on-site at EPW within the Village's expected upper limit of 40 hours per week, as determined in coordination with the Engineering Division Manager.

Darren will be supported by Shawn Hurtig and other GHA staff for document review, tracking, and coordination tasks so that coverage is maintained during peak periods or when multiple projects require simultaneous attention.

## TRANSPORTATION ENGINEERING AVAILABILITY

GHA will assign Daniel Brinkman as the Transportation Engineering lead, with availability in the anticipated range of 5–10 hours per week, scalable up or down based on project schedules and investigation needs identified by the Transportation Department.

Additional transportation staff within GHA can be brought in under Dan's direction if short-term demands (e.g., multiple traffic studies or concurrent reviews) temporarily exceed the typical weekly range, while remaining within the agreed lump-sum authorization.

## CAPACITY, SHORT-NOTICE RESPONSE, AND COMMUNICATION

The core Schaumburg team is fully committed to taking on this engagement without displacing existing obligations; GHA's broader municipal practice provides depth to absorb short-notice assignments or schedule shifts without compromising service quality.

Communication will center on regular check-ins with the Engineering Division Manager and Transportation leadership to confirm office hours for the CIP Project Manager, prioritize tasks, and quickly adjust workload as new projects or issues arise.

GHA will use the Village's preferred communication channels (email, phone, and virtual or in-person meetings) and can provide prompt responses to day-to-day questions, aligning with the RFP's emphasis on availability and responsiveness.

# COST PROPOSAL

| | | | Kyle Johnson | | | Darren Monico | | | Lucas Deferville | | | Mark Hamilton | | | Dan Brinkman | | | Shawn Hurtig | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Project** | **Phase** | **FY27 Budget** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Total** |
| CMP Storm Sewer Replacement / Rehabilitation – Multiple Projects | Design | $ 343,500 | 20 | $ 270.00 | $ 5,400.00 | 30 | $ 270.00 | $ 8,100.00 | 5 | $ 235.00 | $ 1,175.00 | 3 | $ 215.00 | $ 645.00 | | $ 235.00 | | 100 | $ 220.00 | $ 22,000.00 | **$ 37,320.00** |
| Meacham and Golf Bike Path | Construction | $ 100,000 | 5 | $ 270.00 | $ 1,350.00 | 10 | $ 270.00 | $ 2,700.00 | 2 | $ 235.00 | $ 470.00 | 2 | $ 215.00 | $ 430.00 | | $ 235.00 | | 45 | $ 220.00 | $ 9,900.00 | **$ 14,850.00** |
| Metra Parking Lot East – Lighting Improvements | Construction | $ 11,000 | | $ 270.00 | | 2 | $ 270.00 | $ 540.00 | | $ 235.00 | | | $ 215.00 | | | $ 235.00 | | 10 | $ 220.00 | $ 2,200.00 | **$ 2,740.00** |
| Plum Grove Road Pedestrian Crossing – Sherwood Lane (Entrance to Spring Valley Nature Center) | Design | $ 150,000 | 10 | $ 270.00 | $ 2,700.00 | 10 | $ 270.00 | $ 2,700.00 | 3 | $ 235.00 | $ 705.00 | 3 | $ 215.00 | $ 645.00 | 2 | $ 235.00 | $ 470.00 | 60 | $ 220.00 | $ 13,200.00 | **$ 20,420.00** |
| Traffic Signal Cabinet and Controller Replacement Program | Construction | $ 22,000 | 3 | $ 270.00 | $ 810.00 | 5 | $ 270.00 | $ 1,350.00 | | $ 235.00 | | 1 | $ 215.00 | $ 215.00 | 2 | $ 235.00 | $ 470.00 | 20 | $ 220.00 | $ 4,400.00 | **$ 7,245.00** |
| Walnut Lane Resurfacing – Bode Road to Schaumburg Road | Construction | $ 360,000 | 25 | $ 270.00 | $ 6,750.00 | 30 | $ 270.00 | $ 8,100.00 | 5 | $ 235.00 | $ 1,175.00 | 5 | $ 215.00 | $ 1,075.00 | 2 | $ 235.00 | $ 470.00 | 150 | $ 220.00 | $ 33,000.00 | **$ 50,570.00** |
| General Consulting and Support | N/A | N/A | 90 | $ 270.00 | $ 24,300.00 | 65 | $ 270.00 | $ 17,550.00 | 15 | $ 235.00 | $ 3,525.00 | 10 | $ 215.00 | $ 2,150.00 | | $ 235.00 | | 120 | $ 220.00 | $ 26,400.00 | **$ 73,925.00** |
| | | | | | | | | | | | | | | | | | | | | **Total Services** | **$ 207,070.00** |
| | | | | | | | | | | | | | | | | | | | | **Total Reminbursibles** | **$ 2,000.00** |
| | | | | | | | | | | | | | | | | | | | | **Total Proposal** | **$ 209,070.00** |

*All project costs are estimates and actual cost of service will be based upon the requested hours of support by staff

GEWALT HAMILTON ASSOCIATES, INC.

*An Employee-Owned Company*

# GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:

# 2026

The following rates will remain in effect until December 31, 2026,
at which time they are subject to an annual increase:

| | |
|---|---|
| PRINCIPAL | $285.00 |
| SENIOR PROJECT MANAGER II | $270.00 |
| SENIOR PROJECT MANAGER I | $235.00 |
| PROJECT MANAGER II | $215.00 |
| PROJECT MANAGER I | $190.00 |

| | |
|---|---|
| ENGINEER VI | $235.00 |
| ENGINEER V | $210.00 |
| ENGINEER IV | $195.00 |
| ENGINEER III | $180.00 |
| ENGINEER II | $165.00 |
| ENGINEER I | $155.00 |

| | |
|---|---|
| LAND SURVEYOR IV | $225.00 |
| LAND SURVEYOR III | $185.00 |
| LAND SURVEYOR II | $164.00 |
| LAND SURVEYOR I | $144.00 |

| | |
|---|---|
| GIS TECHNICIAN IV | $200.00 |
| GIS TECHNICIAN III | $170.00 |
| GIS TECHNICIAN II | $140.00 |
| GIS TECHNICIAN I | $120.00 |

| | |
|---|---|
| ENVIRONMENTAL RESOURCE SPECIALIST IV | $210.00 |
| ENVIRONMENTAL RESOURCE SPECIALIST III | $185.00 |
| ENVIRONMENTAL RESOURCE SPECIALIST II | $160.00 |
| ENVIRONMENTAL RESOURCE SPECIALIST I | $145.00 |

| | |
|---|---|
| ENGINEER TECHNICIAN V | $220.00 |
| ENGINEER TECHNICIAN IV | $180.00 |
| ENGINEER TECHNICIAN III | $160.00 |
| ENGINEER TECHNICIAN II | $135.00 |
| ENGINEER TECHNICIAN I | $100.00 |

| | |
|---|---|
| LANDSCAPE ARCHITECT | $190.00 |

| | |
|---|---|
| DATA MANAGER | $170.00 |
| DATA TECHNICIAN III | $160.00 |
| DATA TECHNICIAN II | $140.00 |
| DATA TECHNICIAN I | $110.00 |

| | |
|---|---|
| CAD MANAGER | $240.00 |
| CAD TECHNICIAN III | $165.00 |
| CAD TECHNICIAN II | $135.00 |
| CAD TECHNICIAN I | $110.00 |

| | |
|---|---|
| ADMINISTRATIVE II | $120.00 |
| ADMINISTRATIVE I | $100.00 |

| | |
|---|---|
| ACCOUNTING MANAGER | $210.00 |
| ACCOUNTING II | $150.00 |
| ACCOUNTING I | $140.00 |

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

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve an Agreement for Supplemental Engineering Services with Michael Baker International**
**05/26/26**
**Village Board**

Presenter: Brent R. McQueen, Engineering Division Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 1014015-7223 | $190,930 | $190,760 |
| 1014720-7223 | $20,000 | $19,845 |

The budget status for this request is: Under Budget

Amount Under Budget: $325

***Executive Summary:***

The Village of Schaumburg issued a Request for Proposal (RFP) seeking qualified professional engineering and project management firms to provide supplemental engineering services in the Engineering and Public Works and Transportation Departments. These services are intended to supplement existing staff resources and assist with delivery of the Village's capital improvement program. The selected firm will provide daily project management support for the Engineering and Public Works Department. The selected firm will provide on-call services for the Transportation Department, including plan reviews, feasibility studies, preparation of cost estimates, and other various tasks.

For the past three (3) fiscal years, Chastain & Associates has provided project management support and engineering oversight services for the Engineering and Public Works and Transportation Departments in lieu of adding full-time staff. That agreement will conclude on April 30, 2026. Accordingly, the Village solicited proposals from qualified firms to provide these services for FY 26/27, with the option to extend the agreement for up to two (2) additional one-year terms.

During FY 26/27, the consultant is anticipated to assist with oversight of the following major projects:

- Sewer Analysis – Vital Streets
- Priority Sanitary Sewer Rehabilitation - Cedarcrest
- Priority Sanitary Sewer Rehabilitation – North Braintree
- Priority Sanitary Sewer Rehabilitation – Walnut & Kessel
- Priority Sanitary Sewer Rehabilitation – Bode Lift Station Basin
- Priority Sanitary Sewer Rehabilitation – Walnut Lane Sub Basin
- Woodfield Road Resurfacing – Plum Grove Road to Meacham Road

On March 20, 2026, staff released the RFP for the Supplemental Engineering Services. Four (4) proposals were received. Engineering and Public Works staff reviewed and evaluated the submittals in accordance with the Village's consultant selection policy.

Based on the evaluation process, staff determined that it is most advantageous to distribute the workload among two consultants to ensure efficient project delivery and appropriate allocation of resources. Following this review, Michael Baker International, of Chicago, Illinois, was identified as the most qualified firm to provide engineering services for the listed projects. The firm demonstrated strong experience with similar municipal projects, and key staff assigned to this work are already familiar with several of the identified projects, allowing for a seamless transition and continuity of service.

The total budget for Supplemental Engineering Services includes $400,000 for Engineering and Public Works and $20,000 for Transportation services. The Engineering and Public Works budget is to be divided between two consultants, with $190,930 allocated for this agreement. Michael Baker International submitted a cost proposal of $190,760 for Engineering and Public Works services, which is $170 under the allocated amount. In addition, the firm submitted a cost proposal of $19,845 for Transportation services, which is $155 under budget.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement for Supplemental Engineering Services with Michael Baker International of Chicago IL, in the amount of $210,605.00, and approve the required Resolution.

**ATTACHMENTS:**
- Qualifications Table
- Resolution
- PSA
- Michael Baker Proposal

**Qualifications Table Supplemental Engineering Services**

| Average Ratings | | Gewalt Hamilton | | HLR, Inc. | | Michael Baker International | | Hanson Professional | |
|---|---|---|---|---|---|---|---|---|---|
| *Criteria* | *Weight* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* |
| Technical Qualifications and Approach | 20% | 86.7 | 17.3 | 86.7 | 17.3 | 86.7 | 17.3 | 86.7 | 17.3 |
| Project Team/Capabilities | 30% | 90.0 | 27.0 | 86.7 | 26.0 | 88.3 | 26.5 | 88.3 | 26.5 |
| Municipal Experience | 20% | 90.0 | 18.0 | 86.7 | 17.3 | 90.0 | 18.0 | 86.7 | 17.3 |
| Value | 15% | 86.7 | 13.0 | 88.3 | 13.3 | 90.8 | 13.6 | 81.7 | 12.3 |
| Availability and Responsiveness | 15% | 90.0 | 13.5 | 88.3 | 13.3 | 90.0 | 13.5 | 88.3 | 13.3 |
| | **Total** | **88.8** | | **87.2** | | **89.0** | | **86.7** | |

**RESOLUTION NO. R-26-____**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE SUPPLEMENTAL ENGINEERING SERVICES FOR THE ENGINEERING AND PUBLIC WORKS AND TRANSPORTATION DEPARTMENTS WITH MICHAEL BAKER INTERNATIONAL**

**WHEREAS**, the President and Board of Trustees wish to execute an agreement with Michael Baker International of Chicago, IL for the Supplemental Engineering Services; and

**WHEREAS,** it would be in the best interests of the citizens of Schaumburg to execute the attached Agreement, Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:**

**SECTION ONE:** That the Village Manager and Village Clerk be and hereby are authorized and directed to execute the attached Agreement, Exhibit "A", between the Village of Schaumburg Michael Baker International of Chicago, IL**.**

**SECTION TWO**: That the Village Manager and Village Clerk be and hereby are authorized to sign any documents in furtherance of this Resolution.

**SECTION THREE:** That this Resolution shall be in full force and effect after passage and approval as required by law.

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED AND APPROVED** this _____ day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk

**VILLAGE OF SCHAUMBURG**
**PROFESSIONAL SERVICES AGREEMENT FOR**
**Supplemental Engineering Services with Michael Baker International**

**THIS AGREEMENT** is dated as of the ____ day of _____, 20__ (***"Agreement"***) and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation (***"Village"***) and the Consultant identified in Subsection 1A below.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Consultant Firm Name: Michael Baker International
Street Address: 200 West Adams Street Suite 1800
City, State, Zip: Chicago, IL 60606
Telephone: 847-417-4180
Email: david.lawry@mbakerintl.com

**B. Project Description.**
Supplemental Engineering Services with Engineering and Public Works and Transportation Departments. Detailed Scope of Services included in the Request for Proposals for Supplemental Engineering Services, a copy of which is attached as Exhibit RFP to this Agreement.

**C. Representations of Consultant**. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit 1 to this Agreement (***"Services"***). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit 1 in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**D. Agreement Amount**. The total amount billed by the Consultant for the Services under this Agreement shall not exceed $210,605.00, as outlined in Exhibit 1, including reimbursable expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties or on the date specified in Exhibit 1 (the ***"Commencement Date"***). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than 365 days after the date of the execution of this Agreement (***"Time of Performance"***).

**D. Reporting.** The Consultant shall regularly report to the Village, regarding the progress of the Services during the term of this Agreement.

## SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

**A. Agreement Amount.** The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.

**B. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit 1. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit 1. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

**C. Records.** 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 records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

**D. Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

**E. Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**F. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

## SECTION 4. PERSONNEL; SUBCONTRACTORS.

**A. Key Project Personnel.** The Key Project Personnel identified in Exhibit 1 shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

## SECTION 5. CONFIDENTIAL INFORMATION.

**A. Confidential Information.** The term ***"Confidential Information"*** shall mean information designated as "Confidential" in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement (***"Time of Disclosure"***); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** 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 unless required to perform the Services set forth in this Agreement. The Consultant shall be permitted to disclose Confidential Information as necessary to its subcontractors to fulfill the obligations required by this Agreement. 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 subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

## SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

**A. Standard of Care.** The Consultant warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in the same locale in existence at the time of performance of this Agreement. The standard of care expressed shall be in addition to any other representations expressed in the Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance either of the Village or the Consultant, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Consultant's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

**C. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit 2 to this Agreement. But in no event shall any work begin without an insurance certificate or policy having been provided and approved by the Village. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including without limitation at all times to meet the Standard of Care requirements of Subsection 6(A) of this section.

**D. No Personal 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. Likewise, no claims or suits shall be made against the employees of the Consultant as a result of the execution of this Agreement.

## SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing, in or done pursuant to this Agreement, shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A) (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) (4).

**E. Patriot Act Compliance.** The Consultant represents and warrants to the *Village* that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

**F. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit 1. The Consultant may also terminate the Agreement in the event the Village fails to make payment for services rendered, but only after the Consultant has provided written notice to the Village of the lack of payment and allowed the Village 30 days to make payment or contest the payment or amount.

**G. Term.** The time of performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village determines that all of the Services under this Agreement are completed or upon final payment to Consultant. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

**H. Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable building and zoning statutes, ordinances, rules, and regulations, and the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Village and made known to the Consultant with respect to this Agreement or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

**I. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that permits completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other material requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

**1. Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

**2. Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of reasonable actions taken by the Village in response to any Event of Default by the Consultant.

**J. No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

**K. Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

**L. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the work and with any other consultants engaged by the Village.

**M. News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village

**N. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village upon payment of all sums due and owing Consultant under the Agreement. Any reuse of Documents other than for the purposes of this Agreement shall be at Village risk and Consultant shall not be liable for any reuse of the Documents.

**O. GIS Data.** ***[NOTE: Use this only if applicable]*** The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;

b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village;

c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

## SECTION 8. GENERAL PROVISIONS.

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

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

**D. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Schaumburg 714 S. Plum Grove Road
Schaumburg, Illinois 60193
Attention:Ogar Somo,P.E.,CFM
E-mail: osomo@schaumburg.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Consultant Firm Name: Michael Baker International
Street Address: 200 West Adams Street Suite 1800
City, State, Zip: Chicago, IL 60606
Attention: David Lawry
Facsimile: _____
Email: david.lawry@mbakerintl.com

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

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

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

**H. Governing Laws.** This Agreement shall be interpreted according to the laws of the State of Illinois.

**I. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

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

**K. Exhibit.** Exhibits 1 and 2, are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

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

***[SIGNATURES FOLLOW]***

**VILLAGE OF SCHAUMBURG**

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

**CONSULTANT**

By: _____

TITLE: Vice President

ATTEST:

By: _____

TITLE: Project Manager

**EXHIBIT 1**

**SCOPE OF SERVICES**

**AGREEMENT AMOUNT**

***[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]***

***[INCLUDE HOURLY RATES, LUMP SUM AMOUNTS, REIMBURSABLE COSTS, SCHEDULE FOR LUMP SUM OR INSTALLMENT PAYMENTS, INVOICE FORMAT, ETC.]***

***[SHALL INCLUDE SCHEDULE]***

## EXHIBIT 2

## INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, borrowed or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$1,000,000 Bodily Injury and Property Damage $2,000,000 Aggregate

Coverages shall include:

- Broad Form Property Damage Endorsement
- Broad Form Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Umbrella Policy or Excess liability Insurance with a limit of liability of not less than $2,000,000.

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance, except professional liability, on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per claim/$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out deviation from the professional standard of care set forth in the Agreement. If the policy is a claims made policy, it shall remain in effect for 5 years after the work has been completed.

F. Village as Additional Insured. Village shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Village as follows: Village of Schaumburg, including its Board members and elected and appointed officials, its officers, and employees.

G. Other Parties as Additional Insureds. In addition to Village, the following parties shall be named as additional insured on the following policies:

| Additional Insured | Policy or Policies |
|---|---|
| _____ | _____ |
| _____ | _____ |

The Consultant will provide certificates of insurance evidencing the types and limits of insurance specified. The certificates of insurance will specifically address each of the requirements noted. All insurance noted is primary and in no event will be considered contributory to any insurance purchased by the Village.

The same full insurance coverage provided to the named insured, whether it is the Consultant or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage.

Any and all deductibles or other forms of retention are the responsibility of the Consultant. All deductibles or other forms of retention are subject to the approval of the Village. Consultant will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Consultant waives any right of subrogation it may have or later acquire against the Village.

The Consultant shall not allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Consultant and their subcontractor(s) shall maintain all insurance required for not less than one (1) year after completion of this contract except professional liability which shall be for 5 years.

Michael Baker
INTERNATIONAL

VILLAGE OF SCHAUMBURG

PROPOSAL FOR:

# SUPPLEMENTAL ENGINEERING SERVICES

APRIL 3, 2026

SUBMITTED BY:

**MICHAEL BAKER INTERNATIONAL, INC.**

SUBMITTED TO:

**VILLAGE OF SCHAUMBURG**
**ENGINEERING AND PUBLIC WORKS**

Ogar Somo, P.E., CFM
Senior Civil Engineer
Village of Schaumburg, Department of Engineering and Public Works
714 S. Plum Grove Road
Schaumburg, IL 60193

Michael Baker INTERNATIONAL

**RE: Village of Schaumburg - Supplemental Engineering Services**

Dear Mr. Somo,

With a complex, multi-year Capital Improvement Program involving multiple funding sources and overlapping project phases, the Village of Schaumburg's (Village) priority is to have consistent oversight and seamless delivery of engineering services. At the same time, the Village requires responsive transportation and mobility support that sustains a safe, efficient, and resilient network for all stakeholders. Central to Michael Baker International's (Michael Baker) approach to the Village's Supplemental Engineering Services is a steadfast commitment to the Village's highest priority: guaranteeing uninterrupted continuity of service. By selecting Michael Baker, the Village retains the same experienced professionals who have been providing direct support to the TIF and EPW programs, bringing a seamless transition with no loss of institutional knowledge, no onboarding time, and no interruption to the high-touch support the Village expects.

MICHAEL BAKER OFFERS THE VILLAGE THE FOLLOWING BENEFITS:

## UNINTERRUPTED PROGRESS THROUGH PROVEN EPW/CIP PROGRAM EXPERTISE

Michael Baker offers immediate continuity with no onboarding, no loss of institutional knowledge, and no delay in execution. Our engineering leadership team, David Lawry, PE, MPA, James "Jay" Beverly, Scott Shirley, PE, Jeffrey Maczko, PE, CFM, brings extensive experience working within Schaumburg's project environment and other municipal settings. David, Scott, and Jeffrey are also Illinois-licensed professional engineers. Upon initiation of the TIF Support Services contract, Scott will transition to Michael Baker, with Jay transitioning upon selection for the Supplemental Engineering Services effort. This approach brings consistent daily presence, rapid responsiveness, and seamless coordination with Village staff.

## DELIVERING CAPITAL PROGRAMS WITH CLARITY, CONTROL, AND CONFIDENCE

Proven program-level management systems give the Village the confidence to deliver a complex, interdependent capital program without disruption. Through disciplined project controls, risk management, and consultant oversight, we operate as an extension of Village staff, offering transparent budgets, clear reporting, and decision-ready information for the Engineering Division Manager and Village leadership. Additionally, building on lessons learned from the North Schaumburg TIF contract, this Supplemental Engineering Services contract presents an opportunity, if desired, to consolidate all project management efforts with one firm and one unique leader providing the oversight, limiting Village staff's contract management efforts. These gained insights and systems drive predictable schedules, faster resolution of issues, and proactive communication, ensuring steady progress across the entire program.

## ACCELERATING TRANSPORTATION PROJECTS WITH ON-DEMAND EXPERTISE

Immediate access to a transportation-centric, multidisciplinary bench allows the Village to advance projects more quickly while strengthening in-house capacity. Our local roadway, traffic, signal, and construction management specialists resolve issues in real time, sustain momentum across all phases, and minimize downstream risk during design, permitting, and construction. Amy Salisbury, PE, PTOE, brings Village experience and will provide transportation support, backed by the Michael Baker Transportation Practice, and is readily available for any as-needed services.

Michael Baker brings a rare "owner's perspective" that shapes every decision we make and every recommendation we provide, and this combination of trusted personnel, program-level expertise, disciplined management practices, and immediate technical support uniquely positions Michael Baker to protect the Village's investment and guide the CIP program with stability, clarity, and confidence.

We appreciate your consideration and look forward to the opportunity to continue supporting the Village. Should you have any questions or require additional information, please contact me at 847-417-4180 or david.lawry@mbakerintl.com. We acknowledge and affirm that this proposal remains valid for 90 days from bid opening.

Sincerely,
MICHAEL BAKER INTERNATIONAL, INC.

Scott Rodseth, PE
Vice President / Office Executive
224-828-2911 | scott.rodseth@mbakerintl.com

David Lawry, PE, MPA
Public Works / Municipal Technical Contract Managers
847-417-4180 | david.lawry@mbakerintl.com

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APPENDIX:
Vendor Questionnaire

# 1 FIRM DESCRIPTION

Michael Baker INTERNATIONAL

Michael Baker is a leading provider of engineering and consulting services with practices that encompass all facets of infrastructure, including design, civil engineering, planning, architecture, environmental, construction, and program management. For more than 85 years, the company has been a trusted partner to municipal governments, providing comprehensive services and solutions. The firm's more than 6,000 employees across nearly 100 locations are committed to *Making a Difference* for clients and communities through a culture of innovation, collaboration, and technological advancement.

Michael Baker's Chicago office opened in 1977 and currently has over 80 specialized staff, including municipal support engineers, technical managers, professional engineers, structural engineers, certified floodplain managers, and construction inspectors, in-house. Below is a summary of our general firm background and experience.

**Chicago Office Expertise:**

- Roadway Planning & Design
- Bridge Planning & Design
- Bridge Inspection & Load Rating
- Construction Services
- Traffic Engineering
- Traffic Signals
- Street Lighting
- Storm Water Planning & Design
- Permitting
- Green Infrastructure
- Wetlands
- Environmental Planning/NEPA
- Design-Build

## CIP PROJECT MANAGEMENT

Michael Baker delivers comprehensive program management services that help municipalities plan, coordinate, and implement complex, multi-year capital programs with clarity, discipline, and predictability. Our team integrates directly with local agencies to provide owner's-representative leadership, aligning scopes, schedules, budgets, and stakeholder expectations across dozens of interdependent projects.

We bring structured program controls, clear communication pathways, and transparent reporting practices that enable public agencies to make informed decisions quickly and confidently. From establishing program frameworks and developing procurement strategies to orchestrating consultant teams, maintaining interdepartmental alignment, and tracking progress in real time, our approach makes sure that each project within the program advances in a coordinated, efficient, and fiscally responsible manner.

Our management services emphasize continuity, accountability, and risk-informed execution. We embed disciplined processes, such as integrated master scheduling, portfolio-level budget management, quality review procedures, action-item tracking, and structured issue escalation, to identify challenges early and maintain momentum across all phases of work. These capabilities are strengthened by our multidisciplinary in-house bench of engineers, planners, construction specialists, and technical reviewers who support rapid problem-solving without the delays of additional procurements.

Whether coordinating design and construction efforts, overseeing land acquisition dependencies, managing developer interfaces, or delivering complete, audit-ready documentation, Michael Baker provides the steady leadership and technical rigor required to help communities deliver high-impact capital programs on schedule, within budget, and aligned with long-term strategic goals.

## TRANSPORTATION

Michael Baker works closely with local municipalities and state agencies in Illinois to enhance and maintain roadways, ensuring they serve all modes of transportation efficiently and safely. Our services encompass comprehensive highway planning, design, and construction, covering every phase from conceptual and preliminary engineering studies to final design and implementation. Our highway design projects are diverse and tailored to meet the unique needs of each community.

We specialize in developing new roadway corridors to improve connectivity and reduce congestion, offering integrated design and construction services for streamlined project delivery, and collaborating with private entities to fund and execute large-scale infrastructure projects. We also design intricate urban interchanges to enhance traffic flow and safety, address the specific needs of both rural and urban environments to guarantee safe and efficient travel, and enhance intersections to reduce accidents and improve traffic movement.

Additionally, we promote alternative transportation modes by designing safe and accessible bike paths and pedestrian crossings, and create aesthetically pleasing and functional streetscapes that enhance the urban environment.

### Village of Schaumburg

**Walnut Lane STP Resurfacing Improvements and Multi-Use Path, Phase I/Phase II**




Michael Baker was selected by the Village to provide Phase I and Phase II engineering services for the Walnut Lane STP Resurfacing and Multi-Use Path Project–demonstrating our active presence in the community and our strong working relationships with staff across both the Engineering & Public Works and Transportation Departments.

## TRAFFIC ENGINEERING/SIGNALS

In today's world of rapidly growing travel demand and tighter social and financial constraints on new highway construction, traffic engineering is increasingly critical to the success of our transportation systems. We know that society can no longer simply build its way out of traffic congestion, and that creative traffic engineering is the key to operating existing highways more efficiently. At Michael Baker, we take traffic engineering seriously because we are keenly aware of the tremendous impact traffic has on our daily lives.

### Traffic Analysis

Michael Baker has completed traffic studies and systems analysis to improve mobility for all users from small, suburban communities to large urban settings. Our team leverages VISSIM, CORSIM and SYNCHRO modeling to support these analysis. We have utilized modeling and 3D schematic design, to create visualizations/renderings to feature in the public and stakeholder involvements. Our traffic analysis can also include predictive safety analysis related to accident reduction and safety improvements.

### Traffic Signals and Design

Michael Baker has provided engineering and design services for Traffic Signal Modernization projects with coordinated signal timing, PS&E design and system integration services for upgrades to city signals. Our team is dedicated to safety for all modal users by applying proven solutions including curb extensions, countdown pedestrian signals, reflectorized backplates, and APS pushbuttons.

## STRUCTURAL PLANNING & DESIGN

Michael Baker addresses bridge design, construction, and preservation challenges with innovative and sustainable solutions. Leveraging our depth and versatility, we have partnered with clients on a full spectrum of bridge types, from conventional-grade separations to major, complex river crossings including trusses, arches, box girders, and cable-stayed bridges. Our expertise also extends to the design of culverts and pedestrian bridges, ensuring safe and efficient crossings for both vehicles and pedestrians.

Michael Baker as a firm consistently ranks as an ENR Top 5 Bridge Design firm and remains at the forefront of bridge innovation, demonstrating continued leadership by applying the latest advancements in bridge design, construction, and inspection to our projects. Our bridge teams collaborate nationwide to design and build innovative structures that serve as the backbone of our nation's infrastructure for the millions of people who safely travel across them each day.

## CONSTRUCTION ENGINEERING

Michael Baker provides innovative and cost-effective solutions to meet every modern construction project need. By partnering with our clients through all phases of construction, beginning with pre-design all the way through closeout, we are able to meet aggressive schedules safely and on budget. We provide qualified construction managers, inspectors, constructibility reviewers, schedulers, and estimators dedicated to adding value and driving efficiency

As technologies evolve, we deliver creative ideas and advanced techniques to maintain and deliver even the most complex construction projects. We utilize e-Construction to provide electronic construction administration, management, and collaboration software and devices to strengthen workflow, increase transparency, improve safety, enhance quality, and save time and money.

We also use 4D Building Information Modeling (BIM) to maintain construction schedules and minimize conflicts and delays, which assists in the management and administration of complex construction projects.

Finally, we utilize sUAS drones to monitor construction progress and perform regular flights of project sites.

### Elk Grove Village

**Wellington Ave. and Leicester Rd. Over Lake Cosman Culvert Improvements Project**



Michael Baker provided Phase III engineering for Elk Grove Village's $4.2M Leicester Road and Wellington Avenue Culvert Replacement Project, delivering new precast concrete arch culverts in a tight residential area near a hospital–successfully managing complex constraints and sensitive stakeholders.

## STORM WATER/PERMITTING

As our population and metropolitan areas grow, the efficient storage and conveyance of clean, secure water, and the transport and disposal of residual wastes are vital to our well-being

Major rain events and natural disasters, such as hurricanes and floods, tax our nation's storm water and wastewater infrastructure. We understand the critical importance of our aging infrastructure, and we make it a priority to assist clients in continually improving these systems for future generations.

Our water professionals provide innovative consulting, planning, and engineering solutions for the entire spectrum of the water cycle. Protection and management of water resources starts at the watershed level and follows the movement of water through urban and agricultural areas, streams, lakes and reservoirs, water distribution systems, wastewater collection systems, and water/wastewater treatment plants. Our storm water team is experienced in storm water modeling, planning, designing, detention basins, culverts, flood control/ management, and watershed planning.

# 2 STATEMENT OF UNDERSTANDING

The Village of Schaumburg seeks professional engineering services to support the Engineering & Public Works (EPW) and Transportation Departments by supplementing existing staff capacity with experienced engineering professionals who can operate seamlessly as an extension of Village personnel. Michael Baker fully understands that the Village's priority is ensuring continuity, stability, responsiveness, and high-quality technical stewardship across its Capital Improvement Program (CIP) and transportation initiatives.

## UNDERSTANDING OF THE VILLAGE'S NEEDS AND EXPECTATIONS

The Village is managing an increasingly complex CIP portfolio that spans roadway improvements, multimodal transportation facilities, stormwater and sanitary sewer infrastructure, utility coordination, grant-funded projects, and multiyear project phases. With more than $450 million programmed over the next five years, Schaumburg requires supplemental engineering support that can immediately integrate with Village processes, uphold local standards, coordinate with external agencies, and make sure projects remain on schedule and within budget.

The Engineering Division's responsibilities include planning, design oversight, multi-agency coordination, construction administration, grant management, permitting, and the continuous monitoring of budgets, schedules, and consultant performance. We understand that the CIP Project Manager will serve as an embedded extension of EPW staff, providing full time on-site support as needed, conducting weekly coordination with the Engineering Division Manager, managing multiple active projects simultaneously, preparing and reviewing project documentation, reviewing plats and easements, and facilitating meetings with internal staff, consultants, contractors, and outside agencies including IDOT, Cook County, DuPage County, MWRD, and utilities. The position also delivers the capital and transportation initiatives.

Similarly, the Transportation Department requires targeted engineering services to support 5–10 hours of weekly technical work, performed primarily remotely, including traffic studies, sight distance evaluations, intersection performance assessments, signage and striping evaluations, review of development-related transportation studies, and support for the Village's Traffic Impact Fee program. We understand that these services must be delivered flexibly in response to departmental needs, with availability for Village meetings, public engagement, and field reviews when necessary.

Across both departments, the Village expects these services to provide:

- Continuity of staffing and minimal turnover
- Rapid responsiveness to changing workloads
- Institutional knowledge to reduce onboarding time
- Strong project controls, including cost, schedule, and quality oversight
- Seamless communication with Village staff, consultants, and stakeholders
- Strict adherence to the Village's standards, processes, and expectations
- Non-conflict provisions, making sure no proposals on projects the CIP PM is managing

## UNDERSTANDING OF THE VILLAGE'S DESIRE FOR CONTINUITY AND INSTITUTIONAL KNOWLEDGE




Michael Baker recognizes that Schaumburg values staff consistency and the ability of supplemental personnel to operate with the perspective of an internal Village engineer. We are uniquely positioned to meet this need.

Our proposed team includes multiple former local government engineers, each of whom brings firsthand experience from roles such as Public Works Director, Village Engineer, Assistant Director, or Capital Program Manager. This includes:

- **James (Jay) Beverly** – Proposed lead CIP Project Manager (former municipal engineer).
- **Scott Shirley, PE** – Currently performing supplemental engineering support for the Village, joining Michael Baker full-time in April. Also former Public Works Director in a nearby community.
- **Dave Lawry, PE** – Former Public Works Director for the Village of Schaumburg and other nearby communities.
- **Jeffrey Maczko, PE, CFM** – Nearly 20 years of municipal engineering experience including roles as Village Engineer and Senior Civil Engineer in nearby communities.

Additionally, Michael Baker is beginning work for the Village on the North 90 TIF District, an assignment that aligns closely with the responsibilities outlined in this RFP. Our continued involvement within this geographic area strengthens our understanding of Village processes, staff expectations, internal systems, and reporting preferences.

## UNDERSTANDING OF STAFFING EXPECTATIONS

Michael Baker understands the Village's expectations regarding staffing levels and availability:

### *CIP PROJECT MANAGER:*

- Full-time availability, with on-site hours coordinated with EPW
- Ability to increase staffing support during workload surges
- Capacity to manage multiple projects spanning design, permitting, bidding, and construction
- Integration into Village systems and communication platforms

### *TRANSPORTATION ENGINEERING SERVICES:*

- Led by Amy Salisbury, PE, supported by Michael Baker's traffic engineering practice
- Weekly availability consistent with the Village's 5–10 hour expectation
- Capacity to scale support upward as needed
- Ability to attend on-site meetings or field visits upon request

This staffing model gives the Village the reliability of a full-time project manager combined with the technical bench strength required for more specialized transportation needs.

# WHY MICHAEL BAKER?

## Unique Strengths and Alignment with the Village's Priorities

Michael Baker brings a combination of experience and continuity unmatched by any other proposer:

- **Staff who have worked inside the Village, understand local processes, and maintain longstanding relationships with Schaumburg personnel**
- **An established presence in ongoing Village work (North 90 TIF and EPW Capital Project Support)**
- **A team deeply familiar with IDOT, Cook County, DuPage County, MWRD, FHWA, CMAP, NWMC, and the permitting and funding environment Schaumburg operates within**
- **Extensive experience managing federally funded projects (STP, CMAQ, MFT, TIF)**
- **A strong owner's perspective grounded in decades of municipal service**
- **A scalable team able to absorb workload fluctuations and maintain project momentum**

Michael Baker fully understands and embraces the Village's objectives: to secure a trusted partner who can integrate seamlessly into operational workflows, maintain continuity, solve problems proactively, uphold the Village's standards, and safeguard the successful delivery of capital and transportation initiatives.

# 3 PROJECT APPROACH

***Michael Baker understands the Village's need for flexible, experienced supplemental engineering services that integrate seamlessly with Engineering and Public Works staff. Our approach emphasizes reliability, responsiveness, technical excellence, and cost-effective service delivery while maintaining clear communication and accountability throughout the assignment. Our services are structured to provide consistent leadership, experienced project management, and specialized technical support aligned with the Village's priorities and workload demands.***

## PROJECT MANAGEMENT AND OVERSIGHT

Project oversight will be provided by a designated Contract Manager, who will serve as the primary point of accountability for quality, staffing, and performance. David Lawry, PE, MPA has been identified as the Contract Manager for this effort. The Contract Manager will make sure that all assigned staff are responsive to Village needs, that services align with project goals, and that work products meet or exceed professional standards. Staffing will be scaled based on workload and task complexity. Qualified, cost-effective staff will be utilized where appropriate to manage budgets without compromising quality or schedule. Regular coordination with Village leadership will guarantee expectations are clearly understood and consistently met.

## DEDICATED TEAM AND CONTINUITY OF SERVICE

Upon award, Scott Shirley, PE will serve as one of the Project Managers, providing project oversight, coordination, and rapid responsiveness. Scott's role preserves institutional knowledge and eliminates learning curves, while adding the depth, stability, and multidisciplinary support of Michael Baker's Chicago office. Other Project Managers will include Jay Beverly and Jeffrey Maczko, PE, CFM. We will maintain an onsite presence within EPW, be available as needed, and manage hours consistent with the Village's expectations for the role, including the onsite work area and the 40-hour weekly upper limit without the Engineering Division Manager's consent.

### Long-Term Partnership & Confidence

***James (Jay) Beverly, who will serve as your a CIP Project Manager, has agreed to join Michael Baker specifically for this assignment. Jay will be 100% available and fully dedicated to Schaumburg, providing the consistency, capacity, and hands-on leadership required to manage the Village's multi-phase, multi-year capital program. Jay brings deep municipal project management expertise, and his commitment to join our team for this engagement reflects our shared priority of delivering stable, high-quality service for the entirety of the contract.***

## MANAGEMENT PHILOSOPHY: OPERATING AS AN EXTENSION OF STAFF

Village staff are delivering a broad CIP; our responsibility is to reduce their coordination burden. We will function as an extension of Village staff, integrating schedules, budgets, risks, and any coordination required across all CIP projects. Our cadence includes weekly working sessions to drive tasks, budgets, and schedule commitments; monthly executive reviews to confirm priorities and surface risks; and standing coordination with design teams, construction managers, utilities, and permitting agencies.

Communications will follow a defined workflow so decisions are made once, clearly documented, and tracked to completion

## COMMUNICATION WORKFLOW

All communications center on a single point of accountability, the Contract Manager, who routes information through the Engineering Division Manager and others as directed. Inputs (field issues, submittals, schedule updates, budget changes) flow to the Project Managers, are assessed for scope/schedule/cost impacts, and are summarized into decision-ready options for the Engineering Division Manager. Outputs (decisions, directives, action items) are logged, assigned, and time-boxed, with status reported at weekly work sessions and monthly executive reviews. Meeting minutes and an Outstanding Action Item Log will be issued after progress meetings to maintain a single source.

## EPW CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT MANAGEMENT

Michael Baker will provide comprehensive Capital Improvement Program (CIP) project management support, integrating immediately with ongoing projects while maintaining continuity for carryover work. The assigned CIP Project Managers (PM) will work closely with the Engineering Division Manager to establish an appropriate work schedule and maintain regular communication regarding project status, priorities, and emerging issues.

Key CIP PM responsibilities include:

- Rapid familiarization with active, proposed, and long-range CIP projects, including the five-year capital program.
- Day-to-day management of Village retained consultants, including coordination, schedule tracking, and milestone monitoring.
- Proactive identification and reporting of schedule, budget, or scope risks, with recommended corrective actions.
- Preparation and submission of clear, concise weekly and monthly project status reports.
- Budget tracking, invoice review, payment processing, and coordination of grant reimbursement requests.
- Review of plans, construction documents, cost estimates, plats, surveys, and easement documentation.
- Scheduling and participation in project meetings, field reviews, inspections, and closeout activities.
- Coordination with outside agencies, utilities, and regulatory bodies to support timely permitting and approvals.
- Bid review assistance and award recommendations based on compliance, cost, and qualifications.

When appropriate and when approved by the Engineering Division Manager, qualified support staff, including survey, inspection, or construction personnel, may be utilized to perform specific tasks efficiently and economically.

## TRANSPORTATION ENGINEERING SERVICES

Transportation engineering services will be provided on an as-needed basis to support studies, reviews, and operational needs for the Village's transportation system. Services will be coordinated to minimize costs while maintaining technical rigor and responsiveness to departmental needs. The PM assigned for this effort is **Amy Salisbury, PE, PTOE.** Amy will report to the Director of Transportation or the Transportation Program Manager. Amy's qualifications are detailed later in this document.

*Transportation CIP support elements may include:*

- 90N Transit Access
- Update to Traffic Impact Fee Study
- Higgins Road Bike Path
- Rodenburg Road Resurfacing
- Traffic Signal Cabinet Improvements
- Traffic Signal Video Detection Improvements
- Commerce Drive Reconstruction
- Algonquin Road Bike Path
- North Meacham Road Corridor Streetscape Phase III

*Transportation CIP assistance may include:*

- Project report and document reviews
- Plan set reviews
- Reviews of plats, surveys, and easement documentation
- Review of project cost estimates
- Attending project-related meetings as needed
- Project coordination with outside agencies, including but not limited to: IDOT, Cook County, Tollway, etc.
- Review of all applicable permitting
- Review of bids and provide award recommendations
- Review of any capital improvement plans related to village traffic signals

*Michael Baker will provide oversight and technical assistance related to traffic studies and investigations. This includes:*

- Investigating various engineering issues such as sight distance studies, signage requests, intersection evaluations, etc.
- Recommend solutions to address identified engineering issues, including supporting documentation for the recommended solution, such as technical resources, preliminary cost estimate, etc.

*As-needed Transportation support may include:*

- Review of development proposals and/or traffic studies with complex traffic engineering issues.
- Assistance with traffic impact fee management.
- Provide engineering services for small projects, where soliciting proposals would not be economically advantageous to the Village.

## PROGRAM CONTROLS, REPORTING, AND TRANSPARENCY

From mobilization, we will implement a scheduling matrix that maps coordination across our assigned projects and reports out information to the Village's CIP dashboard and CIP Monthly Project Status Update format. This framework surfaces scope changes, schedule pressures, and cost trends early, and it standardizes reporting so leadership receives consistent, comparable information each month. We will manage the project budgets, including construction, professional services, and other expenses, and submit a monthly budget status report. Required meeting documentation (agenda, minutes, action logs) will be issued after each progress meeting to sustain predictability and accountability across teams.

### Simplifying Program Management Through Coordinated Oversight

***Informed by our experience on the North Schaumburg TIF contract, this Supplemental Engineering Services contract presents an opportunity, should the Village choose, to streamline project management through a single firm and a dedicated Contract Manager. Applying established processes, program controls, and lessons learned helps minimize contract administration demands while driving predictable schedules, faster issue resolution, and steady programwide progress.***

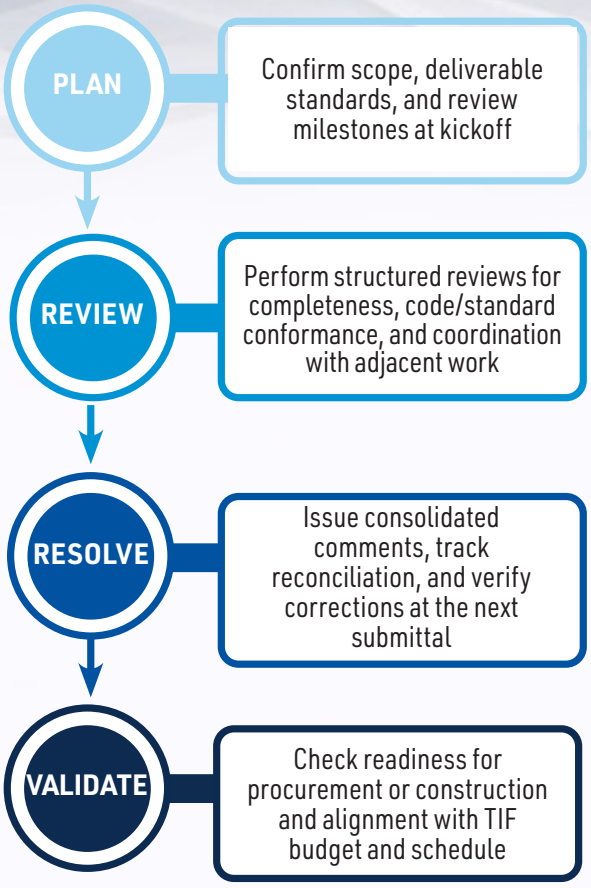
## IN-HOUSE TECHNICAL BENCH–ANCILLARY, ON-CALL SUPPORT

Technical specialties are ancillary and engaged only as needed to keep projects moving. When design or construction questions arise, our Chicago-based specialists in roadway design, construction management, drainage and stormwater design, traffic and traffic signal design, street lighting, structural review, and certified planning, are available for rapid consultation. This allows the Project Manager to validate consultant submittals quickly and maintain schedule momentum without separate procurements or delays.

## QUALITY MANAGEMENT FOR SUBCONSULTANTS AND ENGINEERS

Michael Baker, when required, can prepare scopes and procurement documents, conduct technical evaluations, and provide award recommendations. Throughout this effort, Michael Baker will apply a defined quality management (QM) process to all Village-hired consultants:

- Plan
- Review
- Resolve
- Validate




This QM loop is embedded in our meeting cadence and deliverable tracker, and is reinforced during preconstruction meetings and construction phase oversight. We will oversee design phase and construction phase PM responsibilities, including preconstruction meetings, public-facing communications requirements, construction coordination, and documentation quality control.

## BUDGET AND SCHEDULE ISSUE MANAGEMENT (EARLY WARNING → MITIGATION → DECISION)

Our Project Managers will review and validate cost estimates for future project budget requests and fiscal planning. When a variance is detected, we will:

- **Flag Early**: Record the issue in the risk register with quantified cost/schedule exposure
- **Stabilize:** Direct immediate containment steps (scope clarification, design adjustment, staging change, utility coordination)
- **Develop Options:** Provide the Engineering Division Manager with two to three decision alternatives including budget and schedule impacts
- **Decide and Communicate:** Document the selected path, update the matrix, and push directives through the action log
- **Monitor:** Track residual risk until closed. This is the same discipline we will use for change management (review, written recommendation, and, if directed, negotiation of change orders for Village approval) and payment reviews, both progress and final. We will coordinate final inspections for substantial completion and lead lessons learned meetings with documented summaries.

## STAKEHOLDER ENGAGEMENT AND PUBLIC INTERFACE

Public meetings are typically led by Village staff; however, we can plan and run stakeholder sessions with the community, utilities, and permitting agencies, ensuring agendas are outcome-oriented and decisions are recorded in the action log.

## AVAILABILITY, PROXIMITY, AND RESPONSIVENESS

Key team members live adjacent to Schaumburg and can be onsite at short notice for unscheduled meetings, developer issues, utility conflicts, or field conditions. We will use the onsite EPW work area, align availability with the Village's "as needed" expectation, and scale hours during high activity periods only with the Engineering Division Manager's consent. This model mirrors the responsiveness of internal staff and sustains the personalized attention the Village expects.

## COMPLIANCE AND INDEPENDENCE

To preserve independence and avoid conflicts, we understand we cannot submit a proposal or enter into an agreement for services on any project assigned to the Michael Baker team. We will fully comply while coordinating, overseeing, and holding Village hired consultants accountable to scope, schedule, budget, and quality requirements.

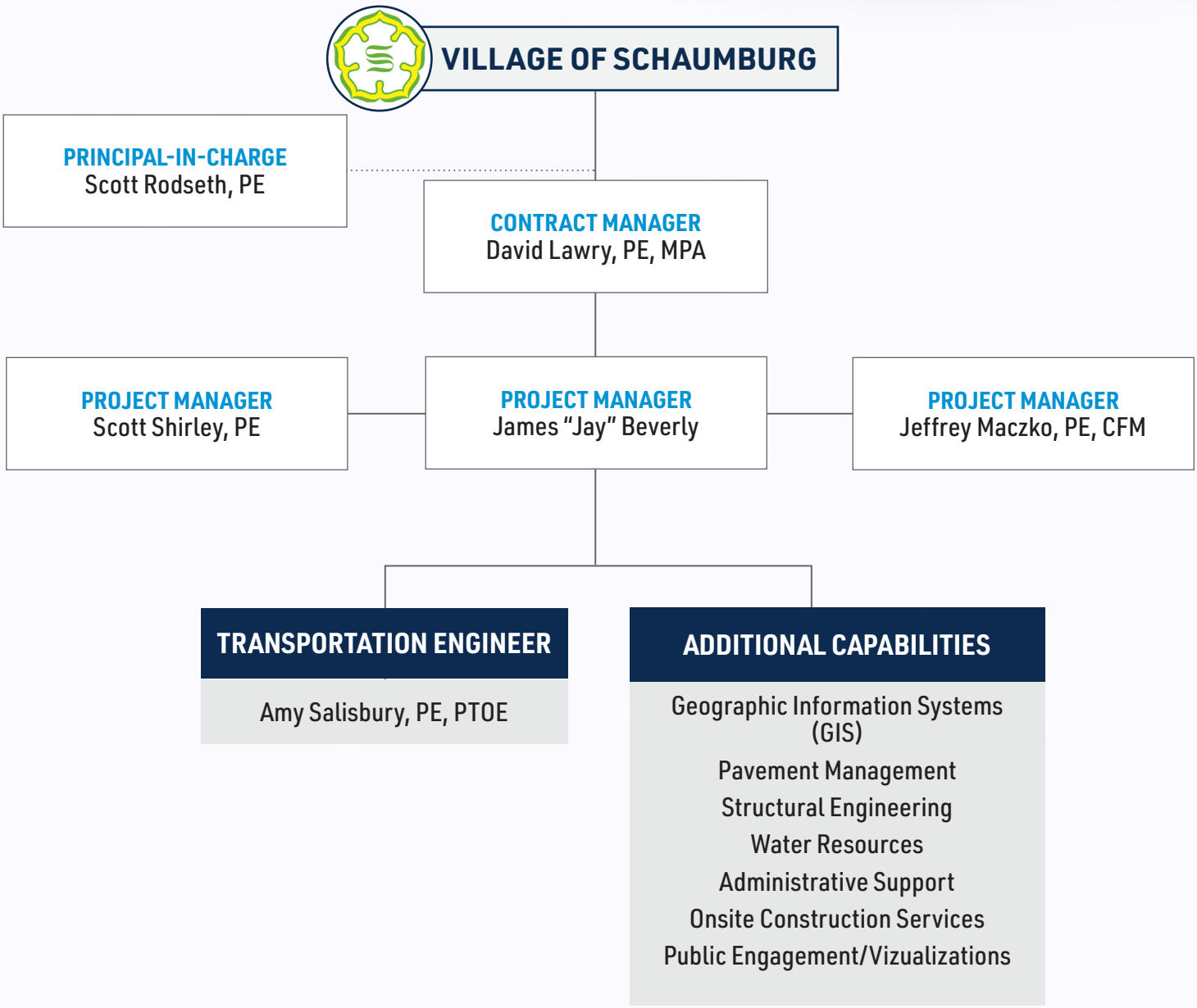
## MOBILIZATION AND SEAMLESS TRANSITION

Because the Village is retaining the same trusted leaders it knows today, mobilization is swift: within days, we will confirm protocols, finalize onsite logistics, assimilate current files/budgets/schedules, and publish an initial integrated schedule with near-term milestones and critical path items. There is no onboarding delay, no relearning of history, and no disruption to active work, only an immediate extension of staff supported by disciplined program controls.

***The Michael Baker approach restores the continuity, structure, and high touch attention that the Village values most, while providing the transparency and accountability expected of a best practice municipal CIP program. The result is fewer surprises, faster decisions, and a predictable cadence that keeps the CIP aligned with your objectives throughout the engagement.***

# 4 STATEMENT OF QUALIFICATIONS

## ORGANIZATIONAL CHART




### Scalable Expertise the Village Can Leverage as Needs Evolve

*Our role extends beyond program management oversight to include the full capabilities of a multidisciplinary firm the Village can leverage as priorities change. In addition to a dedicated Contract Manager, core project management team, and transportation engineer, the Village gains access to specialized in-house experts on an as-needed basis. This model enables efficient scaling of services without the administrative effort of procuring additional consultants, while providing targeted support to resolve technical issues, inform decisions, and maintain momentum across multiple projects.*

# KEY PERSONNEL



## Contract Manager
David, Lawry, PE, MPA

- 40 years of civil engineering, public works, and municipal leadership experience, including 23 years serving as Engineering and Public Works Director, Director of Village Operations, Public Services Director, and Public Works Director in multiple communities.
- Familiarity with Schaumburg, having served as a key municipal leader with direct oversight of capital programs, infrastructure systems, and multi-department coordination.

### RELEVANT EXPERIENCE
- Annual Street Program (2018-2025), Village of Schaumburg
- Engineering and Public Works Support Services (2019-2026), Village of Schaumburg
- Interim Engineering Division Manager, Village of Schaumburg
- Driector of Engineering and Public Works (2014-2018), Village of Schaumburg



## Project Manager
James "Jay" Beverly

- Familiarity with Schaumburg, having served as a key municipal leader with direct oversight of capital programs, infrastructure systems, and multi-department coordination as Project Manager for the $4.5 million dollar 2025 Street project and 2025 Water Valve replacement project.
- 35 years of experience in civil engineering with extensive Phase I, II, and III project delivery for municipalities.

### RELEVANT EXPERIENCE
- EPW Support Services, Village of Schaumburg
- Annual Street Program (2025), Village of Schaumburg
- Annual Street Program (2019-2025), Village of Barrington



## Project Manager
Scott Shirley, PE

- Over 40 years of municipal public works and engineering leadership, including decades as Director of Public Works & Engineering in Arlington Heights and Des Plaines, and Assistant Director in Wheeling.
- Direct Schaumburg experience with both the EPW Support Services contract and the TIF Support Services contract, and serving as Interim Engineering Division Manager for the Village.

### RELEVANT EXPERIENCE
- Schaumburg EPW Support Services and TIF Support Services
- Interim Engineering Division Manager, Village of Schaumburg
- Director of Public Works and Engineering, Village of Arlington Heights



## Project Manager
Jeffrey Maczko, PE, CFM

- Born and raised in Schaumburg and now residing just minutes from the Village, brings a genuine understanding of the community, offering insight, proximity, and responsiveness that only comes from being local.
- Experience with Schaumburg-specific processes, including recent Phase I/II work for Walnut Lane, collaboration with IDOT D1 BLRS, and support on TIF-funded municipal infrastructure programs.
- 20 years of experience in civil engineering with extensive Phase I, II, and III project delivery for municipalities, counties, IDOT, and the Illinois Tollway.

### RELEVANT EXPERIENCE
- Walnut Lane STP Resurfacing and Multi-Use Path, Village of Schaumburg
- Wellington Avenue and Leicester Road Culvert Over Lake Cosman Culvert Improvements Project, Village of Elk Grove Village
- Oak Avenue Roadway Realignment, Village of Bartlett – Phase I and II



## Transportation Engineer
Amy Salisbury, PE, PTOE

- Experience in traffic signal design, cabinet/controller upgrades, and APS installations.
- Familiarity with Village processes and procedures, including recent experience on the Walnut Lane STP Resurfacing project with Schaumburg.

### RELEVANT EXPERIENCE
- Walnut Lane STP Resurfacing and Multi-Use Path, Village of Schaumburg
- Oak Avenue Roadway Realignment, Village of Bartlett – Phase I and II
- Sauk Trail and Governor's Highway Phase II, IDOT

***The Village can have full confidence in our ability to manage and deliver the CIP Program, supported by project experience that stands unrivaled in scope and relevance. Our team has repeatedly delivered complex municipal, transportation, and infrastructure programs for communities across the region, demonstrating the same qualities Schaumburg identifies as essential: strong program leadership, schedule discipline, budget stewardship, responsiveness, and seamless coordination across departments and agencies.***

# RELEVANT EXPERIENCE

***Our project experience highlights more than technical expertise; they illustrate a proven record of solving the exact challenges the Village faces today. From multi-year capital improvement programs to high-impact roadway and utility upgrades, our work has consistently shown that we understand how municipalities operate. Each project demonstrates how we have delivered measurable improvements, strengthened community infrastructure, and supported municipal staff as a true extension of their team.***

| PROJECT NAME/ CLIENT | **Engineering & Public Works Supplemental Engineering Support**<br>Village of Schaumburg, Illinois |
|---|---|
| **SCOPE OF WORK** | Providing the Village of Schaumburg with comprehensive supplemental engineering and project management support to stabilize operations and maintain continuity across the EPW, Community Development, and Transportation Departments since 2021.<br><br>Responsibilities include managing capital improvement projects, providing utility permit review, supporting construction oversight, and delivering technical expertise needed to sustain a growing and increasingly complex Capital Improvement Program.<br><br>As part of this engagement, staff serve in key operational roles, including interim leadership within the Engineering Division, ensuring uninterrupted oversight of design, permitting, and project delivery functions. Staff has managed a wide range of Village infrastructure initiatives, such as roadway resurfacing programs, storm sewer and drainage upgrades, sanitary sewer basin rehabilitation under MWRD mandates, and multi use path and bicycle facility improvements–helping the Village advance high priority CIP projects. |
| **PROJECT TEAM** | David Lawry, PE, MPA / Scott Shirley, PE |
| **PROJECT REFERENCE CONTACT INFORMATION** | Brent McQueen, Engineering Manager<br>847-923-6628; bmcqueen@schaumburg.com |

| PROJECT NAME/ CLIENT | **90 North Schaumburg TIF District Project Management Services**<br>Village of Schaumburg, Illinois |
|---|---|
| **SCOPE OF WORK** | Since 2019, providing comprehensive project and program management services for the Village of Schaumburg's 90 North TIF District, one of the Village's largest and most active redevelopment areas. The role includes overseeing the implementation of the TIF Capital Improvement Plan (CIP) and supporting the planning and programming of future infrastructure projects.<br><br>Responsibilities include managing day-to-day project delivery, coordinating with Village leadership, staff, regulatory agencies, and private developers, and representing the Village's interests across all TIF initiatives. The work also supports strategic redevelopment goals, promotes inter-agency coordination, and makes sure projects align with the Village's long-term vision for 90 North.<br><br>Additional duties include construction oversight and field inspection for major capital projects such as the Meacham/Algonquin Road intersection improvements, 90 North Park (Phases 1–3), irrigation systems, the Shared Street Project, Thoreau Drive realignment, Meacham Road streetscape improvements, and the Walden Subdivision water and sanitary study. This work supports contractor coordination, project documentation, and quality assurance.<br><br>The scope also includes utility coordination and development review, ensuring private development within the TIF complies with Village standards. This flexible, scalable service model provides the Village with consistent technical leadership and continuity throughout the TIF's redevelopment lifecycle. |
| **PROJECT TEAM** | David Lawry, PE, MPA / Scott Shirley, PE |
| **PROJECT REFERENCE CONTACT INFORMATION** | Brent McQueen, Engineering Manager<br>847-923-6628; bmcqueen@schaumburg.com |

| | |
|---|---|
| **PROJECT NAME/ CLIENT** | **Walnut Lane STP Resurfacing Improvements and Multi-Use Path, Phase I/ II**<br>Village of Schaumburg, Illinois |
| **SCOPE OF WORK** | This project includes a concurrent Phase I and Phase II engineering designs for the resurfacing of Walnut Lane from Schaumburg Road to Bode Road in the Village of Schaumburg. Improvements included resurfacing, pavement patching, the addition of an off-road concrete multi-use path, ADA improvements, signage, and pavement striping improvements in a residential corridor. Michael Baker is conducting topographic survey, geotechnical investigation, preliminary site assessment, wetland assessments, utility coordination, traffic analysis, crash analysis, public information meetings, and completion of a Project Development Report to obtain Phase I approval from IDOT District 1. Phase II engineering includes preparation of geometric plans, project specifications, construction estimates, and coordination with outside agencies including IDOT District 1 BLRS, Cook County, and utility companies. Funding for the design engineering of this project is with local Village funds. |
| **PROJECT TEAM** | Scott Rodseth, PE / Jeffrey Maczko, PE, CFM |
| **PROJECT REFERENCE CONTACT INFORMATION** | Brent McQueen, Engineering Manager<br>847-923-6628; bmcqueen@schaumburg.com |

| | |
|---|---|
| **PROJECT NAME/ CLIENT** | **2018-2025 Annual Street Program**<br>Village of Schaumburg, Illinois |
| **SCOPE OF WORK** | Provided Phase II design and Phase III construction engineering services for the Village's annual Street program since 2018. The program provides capital improvements and preventative maintenance to 210 miles of industrial and residential streets, parking lots, airport pavements, bike paths, and enhanced pedestrian crosswalks. In addition to the street improvements, the program has included over 20,000 feet of water main and storm sewer improvements, requiring coordination between separate water main and pavement contractors.<br><br>Scope includes construction layout, observation, documentation, and closeout for all improvements, as well as planning, survey, design, and bid document preparation for the following year. Our designs utilize various pavement rehabilitation treatments, including preventative rejuvenators, traditional mill and overlay, structural overlays, and modified and full reconstructions of the roadways. The scope also includes robust community outreach management, including residential mailings and daily responses to Customer Service Requests. During 2022, the project completed 5.46 miles of street improvements, 23.7 miles of preventative surface treatments, and 9,674 feet of water main replacement. The original construction contract value was $8,734,124. The final construction cost was $7,977,093, 9% less than the awarded contract price. The Annual Street Program is funded locally. |
| **PROJECT TEAM** | David Lawry, PE, MPA / Jay Beverly |
| **PROJECT REFERENCE CONTACT INFORMATION** | Brent McQueen, Engineering Manager<br>847-923-6628; bmcqueen@schaumburg.com |

| | |
|---|---|
| **PROJECT NAME/ CLIENT** | **Wellington Ave. and Leicester Rd. Over Lake Cosman Culvert Replacement**<br>Village of Bensenville Public Works |
| **SCOPE OF WORK** | This project included replacement of two existing CMP culverts with new three-sided precast concrete structures on Wellington Avenue and Leicester Road over Lake Cosman in Elk Grove Village. Work included MOT for completed roadway closures, coffer dam installation, removal of existing CMP culverts and concrete headwalls, lowering of ductile iron watermain in casing pipes, structure excavation for footings, precast structure installation, backfilling, roadway reconstruction, and landscape restoration. Michael Baker coordinated with residents, the Village of Elk Grove Village, and the IDOT Field Engineer (District 1) throughout construction as well as provided Phase III inspection, documentation, and material testing services. Funding for this project was a combination of STPBridge funds administered by IDOT District 1 Local Roads and local Village funds. |
| **PROJECT TEAM** | Jeffrey Maczko, PE, CFM |
| **PROJECT REFERENCE CONTACT INFORMATION** | Kenneth Jay, PE, Deputy Director of Public Works<br>Direct: 847.734.8077, kjay@elkgrove.orgs |

# 6 STATEMENT OF AVAILABILITY

## CAPACITY AND CAPABILITY TO PERFORM THE OUTLINED SCOPE IN A TIMELY MANNER

Michael Baker affirms that our proposed team has the time, capacity, and resources required to fully support the Village of Schaumburg throughout this engagement. **Upon award, Jay Beverly will join Michael Baker full time and will serve as an on site Project Manager, with no competing assignments (100% available).** This will allow a consistent on-site presence, as necessary, for immediate responsiveness, and a project manager whose full professional focus is the Supplemental Engineering support.

To provide structured leadership and continuity, David Lawry, PE, MPA will serve as Contract Manager, assumed at approximately five hours per week. David will oversee CIP controls, risk identification, cross department coordination, and executive level guidance. This planned allocation makes sure the Village receives consistent senior direction while maintaining flexibility to increase involvement during periods of heightened activity. **David is available up to 100% of his time to devote to the Village if desired including, the previously awarded TIF Support Services and the Engineering Support Services, as he has no other competing assignments.**

Scott Shirley, PE will provide support of his ongoing CIP projects while also supporting Jay's efforts and Michael Baker's commitment to the Village for TIF support. Jeffrey Maczko, PE, CFM will enhance the teams efforts also managing projects as schedules demand or project needs expand, providing the Village with dependable surge capacity during overlapping construction, consultant procurement cycles, or accelerated development coordination. Finally, Amy will provide support as-needed to the Transportation Department up to 10 hours per week with current capacity to do so. All five individuals reside in close proximity to Schaumburg and can be on site within minutes, meeting the Village's requirements for short notice availability and rapid response.

Beyond these core staff, Michael Baker's Chicago based multidisciplinary bench remains available on an as needed basis to support schedule critical technical issues. These resources allow us to validate consultant deliverables quickly and resolve technical questions without delay or new procurement. Our internal workload planning has already reserved the necessary capacity to support this engagement, ensuring the Village receives dependable and uninterrupted coverage from award through completion.

# 7 COST PROPOSAL

## PROJECT COSTS

The following Cost Proposal outlines our recommended staffing structure, proposed hourly rates, and optional support staff classifications to successfully manage and advance Supplemental Support Services of the CIP. Our approach is tailored to provide the Village with flexible, scalable, and cost efficient support that aligns with the scope of services and the anticipated project needs.

This section details the dedicated Contract Manager, Project Manager, and Project Engineer roles, the availability of additional management support as needed, and the suite of technical, construction, and administrative resources that can be deployed to meet project specific demands. It also includes our anticipated effort across the individual projects identified in the RFP, ensuring clear visibility into the staffing levels, responsibilities, and cost expectations required to deliver consistent, high quality program management for the Village.

These rates include any vehicle use expenses and we will bill the Village monthly for services rendered. We commit to these rates for May 1, 2026 to April 30, 2027 to remain in alignment with the Village's fiscal year and contract period for this work.

## PRIMARY LEADERSHIP TEAM

**Contract Manager**
David Lawry, PE, MPA | $206/hr
- Responsible for executive-level oversight and coordination with the Engineering Division Manager and high level issue resolution.

**Project Managers**
Jay Beverly | $189 /hr
Scott Shirley, PE & Jeff Maczko, PE, CFM | $202/hr
- Serve as project managers for CIP execution, schedules, budgets, consultant coordination, and reporting.

**Project Engineer**
Amy Salisbury, PE, PTOE | $189/hr
- Provides project management support as needed for the Transportation Department.

The anticipated labor effort and program costs are estimated on the following page.

## SUPPORT PERSONNEL – AS REQUIRED

To complement our program management team, we have assembled a flexible bench of technical, engineering, and administrative support personnel whose services can be deployed as project needs evolve. These professionals provide targeted expertise in areas such as design review, construction oversight, utility coordination, CADD/GIS support, and project administration, ensuring that the Village receives the right level of support at the right time. The following proposed rates for support personnel reflect the range of skills and disciplines available to supplement the management team and maintain continuity and efficiency across all assigned projects.

| | |
|---|---|
| ▪ **Civil Associate** | $115 to $125/hour |
| ▪ **Civil Engineer I / II** | $140 to $175/hour |
| ▪ **Construction Inspector / Resident Engineer** | $135 to $175/hour |
| ▪ **Traffic/Transportation Engineer** | $140 to $175/hour |
| ▪ **CADD Designer / Technician** | $135 to $165/hour |
| ▪ **GIS Technician** | $145 to $175/hour |

The specific need, scope, and utilization of any support personnel will be coordinated in advance with, and subject to approval by, the Village's Engineering Division Manager to bring alignment with project priorities and budget expectations. No support staff will be engaged without prior Village authorization and resumes and qualifications for proposed personnel can be provided at any time at the Village's request to confirm technical fit, experience, and availability.

# VILLAGE OF SCHAUMBURG - LABOR SCHEDULE FOR ENGINEERING SUPPORT SERVICES FY20207 (HRS/MONTH)

| | | | 2026 | | | | | | | | 2027 | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PROJECT | Work Type | Manager | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | Total Hours | Hourly Rate | Cost |
| Contract Support | Support | Contract Manager | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 10 | 10 | 20 | 20 | 20 | 220 | $206 | $45,320 |
| CMP Storm Sewer Repacement/ Rehabilitation - Multiple Projects | Design | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Meacham and Golf Road Bike Path | Construction Eng. | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Metra Parking Lot East - Lighting Improvements | Construction Eng. | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Plum Grove Road Pedestrian Crossing - Spring Valley | Design | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Priority Sanitary Sewer Rehab. - Multiple Projects | Design | Project Manager | 24 | 24 | 24 | 24 | 24 | 24 | 20 | 20 | 20 | 20 | 20 | 20 | 264 | $202 | $53,328 |
| Sanitary Sewer Analysis and Rehab - ACP | Construction Eng. | Project Manager | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 | $202 | $29,088 |
| Sewer Analysis - Vital Streets | Design | Project Manager | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 | $202 | $9,696 |
| Traffic Signal Cabinet and Controller Repl. Program | Construction Eng. | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Walnut Lane Resurfacing - Bode Road to Schaumburg Road | Construction Eng. | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Woodfield Road Resurfacing - Plum Grove to Meacham | Construction Eng. | Project Manager | 24 | 24 | 24 | 24 | 24 | 24 | 20 | 20 | 20 | 20 | 20 | 20 | 264 | $202 | $53,328 |
| Transportation Support | Support | Project Engineer | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 8 | 8 | 8 | 9 | 9 | 105 | $189 | $19,845 |
| | | | | | | | | | | | | | | | | | |
| TOTAL HOURS | | | 93 | 93 | 93 | 93 | 93 | 93 | 85 | 74 | 74 | 84 | 85 | 85 | 1045 | | $210,605 |

***We look forward to meeting with Village staff upon selection to confirm that our staffing allocations, availability assumptions, and anticipated level of effort align precisely with the Village's needs and preferences. Our team is fully prepared to adjust involvement to match the Village's expectations for service levels, presence, and responsiveness.***

# APPENDIX

**1. Authorized Person(s)**

Please provide the following information for each person(s) authorized to submit a response on behalf of your organization:

| | |
|---|---|
| Name | **Scott Rodseth** |
| Title | **Vice President / Office Executive** |
| Phone Number | **224-828-2911** |
| Email Address | **scott.rodseth@mbakerintl.com** |

**2. Equal Employment Opportunity Clause***

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Village of Schaumburg does not discriminate on the basis of disability status in admission or access to, or treatment or employment in, its programs and activities.

☑ Confirmed

**3. Alternates***

Please provide any proposed substitution to the specifications in this solictation for consideration by the Village of Schaumburg. If you will not be requesting any alternates, please provide a document stating that.

VENDOR_QUESTIONNAIRE_9.3_MBI.pdf

**4. Bid Sheet***

By submitting a response to this solicitation, the authorized person(s), confirms having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price as provided with their response.

The Proposer certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the Village reserves the right to reject any and all Proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

The Proposer proposes to complete the following project as more fully described in the specifications for the following: in this solicitation document.

☑ Confirmed

**5. Subcontractor Utilization***

If it is the Contractor’s intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor’s company name, address, telephone and fax numbers, and a contact person’s name at the time of Proposal submittal.

☑ Confirmed

**6. Subcontractor***

Will you be utilizing a subcontractor?

No

**7. Subcontractor Information***

Please provide the following information for each subcontractor that will be utilized on this project:

Subcontractor's Company Name
Address
Telephone
Email Address
Contact Person's Name at the time of Proposal Submittal

If no subcontractor will be utilized, please type "N/A".

N/A

**8. Indemnification***

The Proposer hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Proposer be held

responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

☑ Confirmed

**9. Not Barred by Law***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, is not barred by law from submitting a Proposal to the Village for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or 720 ILCS 5/33-4 (Proposal Rotating).

☑ Confirmed

**10. Not Delinquent in Payment***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1.

☑ Confirmed

**11. Drug-Free Workplace***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, provides a drug free workplace pursuant 30 ILCS 580/1, et seq.

☑ Confirmed

**12. Substance-Abuse Program***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 265/1 et. seq., Public Act 095-0635

☑ Confirmed

**13. Illinois Human Rights Act***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

☑ Confirmed

**14. Detail Exceptions Sheet***

Any exceptions must be clearly noted on the Detail Exceptions Sheet(s). Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE SUBMITTED WITH THE BID RESPONSE.

Please download the below documents, complete, and upload.

> *Detail_Exceptions_Sheet.pdf*

Detail_Exceptions_Sheet_(1).pdf

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**15. Provide 3 Municipal Government References***

Project Name: **See Pages 13-14 of proposal.**

Year Completed: **See Pages 13-14 of proposal.**

Location and Agency: **See Pages 13-14 of proposal.**

Contact Person Name and Number: **See Pages 13-14 of proposal.**

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Award Bid for the 2026 Street Improvement Program – Contract No. 2 to Builders Paving, LLC**
**05/26/26**
**Village Board**

Presenter: Joe Velna, Engineering Inspector
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| SEE ATTACHED BUDGET TABLE | | |

The budget status for this request is: Under Budget

Amount Under Budget: $163,466.55

***Executive Summary:***

The 2026 Residential Street Improvement Program includes:

- 18.45 miles of Preventive Maintenance
- 3.52 miles of Corrective Resurfacing
- 3.18 miles of Modified Reconstruction
- 1.03 Miles of Reconstruction
- Parking Lot Rehabilitation
- Bike Path Improvements Program
- Concrete Pavement Patching (where required)

Similar to previous years, staff organized the 2026 Street Improvement Program improvements to be bid as two separate contracts, Contract No. 1 and Contract No. 2. This split allows more efficient management and enables the Village to bid them in a fiscally efficient manner.

The FY 26/27 Street Improvement Program Contract No. 2 consists of 18.45 miles of Preventative Maintenance, 2.29 miles of Reconstruction/Modified Reconstruction, 1.26 miles of Corrective Resurfacing. In addition, Contract 2 will complete 2.51 miles of Bike Path Improvements, as well as maintenance work at various Village-owned parking lots such as Fire Stations 51, 52, 53, 54, and Public Safety rear lot. A detailed list of streets and bike paths included in the 2026 Street Improvement Program – Contract No. 2 is provided in the attached documents.

Bids for Contract No. 2 were opened on April 3, 2026, with two contractors submitting bids. The low bid for this project was submitted by Builders Paving, LLC (Builders) of Hillside, IL, in the amount of $4,565,808, which is under budget as reflected in the attached budget table. Builders has successfully completed approximately $12.4 million in Village of Schaumburg Street Improvement Program contracts over the past two fiscal years and meets all Village qualifications outlined in the project

specifications.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board award the bid for the 2026 Street Improvement Program – Contract No. 2 to the lowest responsible bidder, Builders Paving, LLC of Hillside, IL, in the amount of $4,565,808.

**ATTACHMENTS:**

- Budget Table
- Street List
- Bike Path List
- Bid Tab
- Submittal

| FY 26/27 Annual Street Program Contract No. 2 - Builders Paving LLC. | | | | |
|---|---|---|---|---|
| **Improvement** | **Account Number** | **Construction Budget** | **Bid Amount** | **Amount remaining** |
| Street Reconstruction | 4409010-7454 (23029-20-230) | $ 4,229,274.55 | $ 4,065,808.00 | $ 163,466.55 |
| Bike Paths | 4409010-7451 (22003-20-230) | $ 450,000.00 | $ 450,000.00 | $ - |
| Parking Lots - Old Schaumburg Center | 2309010-7453 (26021-20-230) | $ 2,000.00 | $ 2,000.00 | $ - |
| Parking Lots - Building Replacement | 6809010-7453 (26021-20-230) | $ 48,000.00 | $ 48,000.00 | $ - |
| **Totals** | | **$ 4,729,274.55** | **$ 4,565,808.00** | **$ 163,466.55** |

| 2026 Street Program - Contract 2 | | |
|---|---|---|
| Consultant- Chastain and Associates | | |
| Contractor - Builders Paving, LLC | | |
| **STREET** | **To** | **From** |
| Berwick Court | West End | Hazel Drive |
| Cedar Court | South Cedarcrest Drive | North End |
| Chilmark Lane | South Staffire Drive | Mendon Lane |
| East Beech Drive | Fairfield Court | Summit Dr |
| East Beech Drive/Frontage Road | Beech Drive | Beech Drive |
| Groen Court | West End | Groen Lane |
| Groen Lane | Weathersfield Way | Wingate Drive |
| Hilltop Drive | Southwest End | South Cedarcrest Drive |
| Islington Lane | Warwick Lane | Weathersfield Way |
| Knollwood Court | West End | Knollwood Drive |
| Lincolnshire Court | West End | Stock Port Lane |
| Mendon Lane | Chilmark Ln | Sherborn Lane |
| North Staffire Drive | Schaumburg Road | North Walnut Lane |
| Preston Lane | Weathersfield Way | Wingate Drive |
| South Cedarcrest Drive | Samoset Lane | Linwood Court |
| South Staffire Drive | Schaumburg Road | Sherborn Lane |
| Sherborn Lane | South Knollwood Drive | South Walnut Lane |
| Spring Valley Court | Plum Grove Road | South End |
| Tiffany Drive | North Staffire Drive | Walnut Lane |
| Wingate Drive | Weathersfield Way | Berkshire Lane |
| Wyoma Lane | Warwick Lane | Weathersfield Way |

| 2026 - BIKE PATH LIST | | | | | | | |
|---|---|---|---|---|---|---|---|
| **ID** | **Location** | **From** | **To** | **Width** | **Length** | **Area** | **Estimated Cost** |
| 100344 | Basswood Road & Plum Grove Road | Basswood Road | Midpoint | 8 | 659.63 | 5,277.04 | $ 42,216.00 |
| 104313 | Basswood Road & Plum Grove Road | Midpoint | Plum Grove Road | 8 | 637.97 | 5,103.76 | $ 40,830.00 |
| 100525 | Bode Road | Walnut Lane | Apple Drive | 8 | 1,608.32 | 12,866.56 | $ 51,466.00 |
| 100526 | Bode Road | Apple Drive | Harmon Boulevard | 8 | 343.92 | 2,751.36 | $ 11,005.00 |
| 104326 | Bode Road | Driveway | Braintree Drive | 8 | 999.60 | 7,996.80 | $ 31,987.00 |
| 100255 | Bode Road | CRC Eastern Boarder | Driveway | 8 | 999.89 | 7,999.12 | $ 31,996.00 |
| 104123 | Commerce Drive to Basswood Road | Corner | Intersection | 8 | 752.36 | 6,018.88 | $ 24,076.00 |
| 104124 | Commerce Drive to Basswood Road | Corner | Corner | 8 | 422.98 | 3,383.84 | $ 13,535.00 |
| 104125 | Commerce Drive to Basswood Road | Commerce Drive | Corner | 8 | 838.27 | 6,706.16 | $ 26,825.00 |
| 100497 | IL 390 South Frontage Road | Springinsguth Road | Driveway | 8 | 1,183.87 | 9,470.96 | $ 37,884.00 |
| 100498 | IL 390 South Frontage Road | Driveway | Il 19/Irving Park Road | 8 | 342.02 | 2,736.16 | $ 10,945.00 |
| 100297 | Roosevelt Boulevard | McConnor Parkway | Two Century Driveway | 8 | 824.30 | 6,594.40 | $ 26,378.00 |
| 104105 | Roosevelt Boulevard | Two Century Driveway | Walter Payton Drive | 8 | 621.59 | 4,972.72 | $ 19,891.00 |
| 100346 | State Parkway | Driveway | Plum Grove Road | 8 | 727.13 | 5,817.04 | $ 23,268.00 |
| 100454 | Whitman Drive | Azalea Drive | Burberry Lane | 8 | 334.23 | 2,673.84 | $ 10,695.00 |
| 100329 | Wise Road | Dickens Way | Shopping Plaza | 8 | 950.46 | 7,603.65 | $ 30,415.00 |
| 100441 | Woodfield Road to Higgins Road | Corner | Il 72/Higgins Road | 8 | 456.60 | 3,652.80 | $ 14,611.00 |
| 104163 | Woodfield Road to Higgins Road | Woodfield Road | Corner | 8 | 564.55 | 4,516.40 | $ 18,066.00 |
| | | | | **TOTAL** | **13,267.69** | **106,141.49** | **$ 466,089.00** |

**2.51 Miles**

| | | | | Builders Paving, LLC | | Plote Construction Inc. | |
|---|---|---|---|---|---|---|---|
| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total |
| VS201001 | PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE | 1 | L SUM | $5,000.00 | $5,000.00 | $5,000.00 | $5,000.00 |
| 20200100 | EARTH EXCAVATION | 20 | CU YD | $120.00 | $2,400.00 | $75.00 | $1,500.00 |
| 20201200 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | 690 | CU YD | $20.00 | $13,800.00 | $10.00 | $6,900.00 |
| VS207220 | POROUS GRANULAR EMBANKMENT, SUBGRADE | 690 | CU YD | $20.00 | $13,800.00 | $10.00 | $6,900.00 |
| 21001000 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | 12770 | SQ YD | $.75 | $9,577.50 | $.50 | $6,385.00 |
| VS211600 | TOPSOIL | 50 | CU YD | $10.00 | $500.00 | $10.00 | $500.00 |
| VS252100 | SODDING | 14490 | SQ YD | $8.00 | $115,920.00 | $8.00 | $115,920.00 |
| VS252200 | SUPPLEMENTAL WATERING | 40 | UNIT | $5.00 | $200.00 | $5.00 | $200.00 |
| 28000250 | TEMPORARY EROSION CONTROL SEEDING | 20 | POUND | $10.00 | $200.00 | $10.00 | $200.00 |
| 28001100 | TEMPORARY EROSION CONTROL BLANKET | 100 | SQ YD | $10.00 | $1,000.00 | $10.00 | $1,000.00 |
| VS280510 | SEDIMENT CONTROL, DRAINAGE STRUCTURE, INLET FILTER | 161 | EACH | $140.00 | $22,540.00 | $140.00 | $22,540.00 |
| 31101400 | SUBBASE GRANULAR MATERIAL, TYPE B 6" | 12770 | SQ YD | $5.50 | $70,235.00 | $5.00 | $63,850.00 |
| 31101000 | SUBBASE GRANULAR MATERIAL, TYPE B | 156 | TON | $27.00 | $4,212.00 | $45.00 | $7,020.00 |
| VS358100 | SUBBASE PREPARATION | 3106 | SQ YD | $2.50 | $7,765.00 | $1.00 | $3,106.00 |
| VS406290 | BITUMINOUS MATERIALS – TRACKLESS TACK COAT | 44855 | POUND | $.01 | $448.55 | $.01 | $448.55 |
| VS406296 | IL-9.5FG C N30 SCHAUMBURG BINDER COURSE | 6379 | TON | $85.00 | $542,215.00 | $84.00 | $535,836.00 |
| 40603080 | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 | 2640 | TON | $87.00 | $229,680.00 | $83.00 | $219,120.00 |
| VS406370 | IL-4.75 SCHAUMBURG SURFACE FRICTION COURSE | 4561 | TON | $90.00 | $410,490.00 | $110.00 | $501,710.00 |
| VS406390 | IL-9.5FG C N30 SCHAUMBURG SURFACE COURSE | 170 | TON | $95.00 | $16,150.00 | $75.00 | $12,750.00 |
| VS406990 | EMERGENCY RAMP | 90 | TON | $5.00 | $450.00 | $25.00 | $2,250.00 |
| VS406001 | HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH | 1066 | SQ YD | $53.00 | $56,498.00 | $50.00 | $53,300.00 |
| VS423100 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH | 2538 | SQ YD | $70.00 | $177,660.00 | $75.00 | $190,350.00 |
| VS423400 | HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH | 70 | SQ YD | $90.00 | $6,300.00 | $100.00 | $7,000.00 |
| VS424200 | PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH | 52317 | SQ FT | $8.00 | $418,536.00 | $9.00 | $470,853.00 |
| VS424410 | PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH | 640 | SQ FT | $8.95 | $5,728.00 | $11.00 | $7,040.00 |
| 42400800 | DETECTABLE WARNINGS | 690 | SQ FT | $30.00 | $20,700.00 | $35.00 | $24,150.00 |
| X4240800 | DETECTABLE WARNINGS (SPECIAL) | 128 | SQ FT | $35.00 | $4,480.00 | $40.00 | $5,120.00 |
| VS440100 | PAVEMENT REMOVAL | 15240 | SQ YD | $9.50 | $144,780.00 | $12.00 | $182,880.00 |
| VS440001 | SUBBASE REMOVAL | 12770 | SQ YD | $4.50 | $57,465.00 | $5.50 | $70,235.00 |
| VS440160 | HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (1"-3") | 49800 | SQ YD | $4.50 | $224,100.00 | $5.00 | $249,000.00 |
| 44000200 | DRIVEWAY PAVEMENT REMOVAL | 3674 | SQ YD | $15.00 | $55,110.00 | $15.00 | $55,110.00 |
| 44000300 | CURB REMOVAL | 20 | FOOT | $5.00 | $100.00 | $15.00 | $300.00 |
| 44000500 | COMBINATION CURB AND GUTTER REMOVAL | 14167 | FOOT | $5.00 | $70,835.00 | $9.50 | $134,586.50 |
| 44000600 | SIDEWALK REMOVAL | 52957 | SQ FT | $1.00 | $52,957.00 | $1.70 | $90,026.90 |
| VS442001 | CLASS B PATCHES, 8 INCH (SPECIAL) | 200 | SQ YD | $180.00 | $36,000.00 | $190.00 | $38,000.00 |
| VS442002 | CLASS B PATCHES, 10 INCH (SPECIAL) | 200 | SQ YD | $200.00 | $40,000.00 | $210.00 | $42,000.00 |
| 44201713 | CLASS D PATCHES, TYPE I, 6 INCH | 80 | SQ YD | $30.00 | $2,400.00 | $25.00 | $2,000.00 |
| 44201717 | CLASS D PATCHES, TYPE II, 6 INCH | 784 | SQ YD | $30.00 | $23,520.00 | $25.00 | $19,600.00 |
| 44201721 | CLASS D PATCHES, TYPE III, 6 INCH | 784 | SQ YD | $30.00 | $23,520.00 | $25.00 | $19,600.00 |
| 44201723 | CLASS D PATCHES, TYPE IV, 6 INCH | 3444 | SQ YD | $30.00 | $103,320.00 | $25.00 | $86,100.00 |
| VS442684 | CLASS D PATCHES, 3 INCH, SPECIAL | 187 | SQ YD | $60.00 | $11,220.00 | $55.00 | $10,285.00 |
| VS442723 | CLASS D PATCHES, TYPE IV, 6 INCH, SPECIAL | 100 | SQ YD | $65.00 | $6,500.00 | $150.00 | $15,000.00 |
| VS601760 | PIPE UNDERDRAINS 4" | 500 | FOOT | $31.00 | $15,500.00 | $32.00 | $16,000.00 |
| 60202405 | CATCH BASINS, TYPE A, 4'-DIAMETER | 3 | EACH | $4,950.00 | $14,850.00 | $5,000.00 | $15,000.00 |
| VS602405 | CATCH BASINS, TYPE A, 4'-DIAMETER, OPEN | 1 | EACH | $5,050.00 | $5,050.00 | $5,100.00 | $5,100.00 |
| 60205605 | CATCH BASINS, TYPE A, 5'-DIAMETER | 1 | EACH | $5,785.00 | $5,785.00 | $5,800.00 | $5,800.00 |
| VS602700 | CATCH BASINS, TYPE C | 1 | EACH | $2,160.00 | $2,160.00 | $2,200.00 | $2,200.00 |
| 60238800 | INLETS, TYPE A | 3 | EACH | $1,625.00 | $4,875.00 | $1,700.00 | $5,100.00 |
| VS602001 | STRUCTURES TO BE ADJUSTED | 124 | EACH | $435.00 | $53,940.00 | $450.00 | $55,800.00 |
| VS602003 | DRAINAGE STRUCTURES TO BE RECONSTRUCTED | 9 | EACH | $1,420.00 | $12,780.00 | $1,450.00 | $13,050.00 |
| VS602004 | SANITARY MANHOLES TO BE ADJUSTED | 5 | EACH | $1,050.00 | $5,250.00 | $1,100.00 | $5,500.00 |
| 60406000 | FRAMES AND LIDS, TYPE 1, OPEN LID | 1 | EACH | $415.00 | $415.00 | $425.00 | $425.00 |
| 60406100 | FRAMES AND LIDS, TYPE 1, CLOSED LID | 1 | EACH | $440.00 | $440.00 | $450.00 | $450.00 |
| 60404300 | FRAMES AND GRATES, TYPE 3 | 8 | EACH | $675.00 | $5,400.00 | $675.00 | $5,400.00 |
| VS604450 | FRAMES AND GRATES, TYPE 6 (SPECIAL) | 23 | EACH | $605.00 | $13,915.00 | $610.00 | $14,030.00 |
| 60404500 | FRAMES AND GRATES, TYPE 6 | 1 | EACH | $665.00 | $665.00 | $675.00 | $675.00 |
| 60404940 | FRAMES AND GRATES, TYPE 23 | 1 | EACH | $455.00 | $455.00 | $460.00 | $460.00 |
| 60404950 | FRAMES AND GRATES, TYPE 24 | 1 | EACH | $490.00 | $490.00 | $500.00 | $500.00 |
| 60500040 | REMOVING MANHOLES | 1 | EACH | $270.00 | $270.00 | $300.00 | $300.00 |
| 60500050 | REMOVING CATCH BASINS | 1 | EACH | $300.00 | $300.00 | $300.00 | $300.00 |
| 60500060 | REMOVING INLETS | 7 | EACH | $100.00 | $700.00 | $100.00 | $700.00 |
| 60600605 | CONCRETE CURB, TYPE B | 20 | FOOT | $30.00 | $600.00 | $34.00 | $680.00 |
| 60603800 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 | 1796 | FOOT | $31.00 | $55,676.00 | $35.00 | $62,860.00 |
| 60604400 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 | 100 | FOOT | $31.00 | $3,100.00 | $33.00 | $3,300.00 |
| 60605000 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 | 100 | FOOT | $31.00 | $3,100.00 | $34.00 | $3,400.00 |
| 60605900 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-9.12 | 50 | FOOT | $31.00 | $1,550.00 | $35.00 | $1,750.00 |
| VS606001 | COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12 | 12121 | FOOT | $31.00 | $375,751.00 | $34.00 | $412,114.00 |
| VS701216 | TRAFFIC CONTROL AND PROTECTION | 1 | L SUM | $396,860.96 | $396,860.96 | $258,500.00 | $258,500.00 |
| 70107025 | CHANGEABLE MESSAGE SIGN | 100 | CAL DA | $50.00 | $5,000.00 | $50.00 | $5,000.00 |
| 78001100 | PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS | 31 | SQ FT | $6.00 | $186.00 | $8.10 | $251.10 |
| 78001110 | PAINT PAVEMENT MARKING - LINE 4" | 15517 | FOOT | $.75 | $11,637.75 | $.96 | $14,896.32 |
| 78001130 | PAINT PAVEMENT MARKING - LINE 6" | 60 | FOOT | $1.75 | $105.00 | $2.00 | $120.00 |
| 78001150 | PAINT PAVEMENT MARKING - LINE 12" | 20 | FOOT | $3.50 | $70.00 | $2.10 | $42.00 |
| 78001180 | PAINT PAVEMENT MARKING - LINE 24" | 246 | FOOT | $6.00 | $1,476.00 | $19.55 | $4,809.30 |
| 78008200 | POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS | 30 | SQ FT | $30.50 | $915.00 | $74.00 | $2,220.00 |
| 78008210 | POLYUREA PAVEMENT MARKING TYPE I - LINE 4" | 200 | FOOT | $5.50 | $1,100.00 | $13.00 | $2,600.00 |
| 78008230 | POLYUREA PAVEMENT MARKING TYPE I - LINE 6" | 200 | FOOT | $7.00 | $1,400.00 | $19.00 | $3,800.00 |
| 78008240 | POLYUREA PAVEMENT MARKING TYPE I - LINE 8" | 20 | FOOT | $10.50 | $210.00 | $24.00 | $480.00 |
| 78008250 | POLYUREA PAVEMENT MARKING TYPE I - LINE 12" | 50 | FOOT | $23.00 | $1,150.00 | $36.00 | $1,800.00 |
| 78008270 | POLYUREA PAVEMENT MARKING TYPE I - LINE 24" | 20 | FOOT | $65.00 | $1,300.00 | $74.00 | $1,480.00 |
| 78300200 | RAISED REFLECTIVE PAVEMENT MARKER REMOVAL | 10 | EACH | $25.00 | $250.00 | $10.00 | $100.00 |
| VS403001 | ASPHALT EMULSION (SEAL COAT) | 12633 | SQ YD | $1.98 | $25,013.34 | $2.40 | $30,319.20 |
| VS406002 | IL-9.5FG C N30 SCHAUMBURG BINDER / SURFACE COURSE - BIKE PATH | 1911 | TON | $125.00 | $238,875.00 | $130.00 | $248,430.00 |
| VS406003 | IL-4.75 SCHAUMBURG SURFACE FRICTION COURSE - BIKE PATH | 37 | TON | $185.00 | $6,845.00 | $150.00 | $5,550.00 |
| VS440002 | HOT-MIX ASPHALT SURFACE REMOVAL - BIKE PATH | 11023 | SQ YD | $2.00 | $22,046.00 | $5.00 | $55,115.00 |
| VS442003 | BIKE PATH CLASS D PATCHES, 3 INCH, SPECIAL | 159 | SQ YD | $68.00 | $10,812.00 | $80.00 | $12,720.00 |
| VS451001 | HOT-MIX ASPHALT CRACK FILLING | 23537 | POUND | $1.78 | $41,895.86 | $1.90 | $44,720.30 |
| VOS00002 | CLUSTER MAILBOXES | 6 | EACH | $50.00 | $300.00 | $50.00 | $300.00 |
| VOS00003 | MALTENE BASED ASPHALT REJUVENATING AGENT | 161743 | SQ YD | $1.28 | $207,031.04 | $1.28 | $207,031.04 |
| | **Total** | | | | **$4,565,808.00** | | **$4,816,850.21** |

Village of Schaumburg
Engineering and Public Works
Mike Hall, Department Director
Atcher Municipal Center, Schaumburg, IL 60193

# [BUILDERS PAVING, LLC] RESPONSE DOCUMENT REPORT

IFB No. 2026-IFB-016

Street Recon and Repair Program - Contract 2

RESPONSE DEADLINE: April 3, 2026 at 12:00 pm

Report Generated: Wednesday, April 8, 2026

## Builders Paving, LLC Response

### CONTACT INFORMATION

**Company:**
Builders Paving, LLC

**Email:**
ssalinas@builderspavingllc.com

**Contact:**
Steven Salinas

**Address:**
4401 Roosevelt Road
Hillside, IL 60162

**Phone:**
N/A

**Website:**
www.thebuildersco.com

**Submission Date:**
Apr 3, 2026 11:02 AM (Central Time)

## PRICE TABLES

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| VS201001 | PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE | 1 | L SUM | $5,000.00 | $5,000.00 |
| 20200100 | EARTH EXCAVATION | 20 | CU YD | $120.00 | $2,400.00 |
| 20201200 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | 690 | CU YD | $20.00 | $13,800.00 |
| VS207220 | POROUS GRANULAR EMBANKMENT, SUBGRADE | 690 | CU YD | $20.00 | $13,800.00 |
| 21001000 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | 12,770 | SQ YD | $0.75 | $9,577.50 |
| VS211600 | TOPSOIL | 50 | CU YD | $10.00 | $500.00 |
| VS252100 | SODDING | 14,490 | SQ YD | $8.00 | $115,920.00 |
| VS252200 | SUPPLEMENTAL WATERING | 40 | UNIT | $5.00 | $200.00 |
| 28000250 | TEMPORARY EROSION CONTROL SEEDING | 20 | POUND | $10.00 | $200.00 |
| 28001100 | TEMPORARY EROSION CONTROL BLANKET | 100 | SQ YD | $10.00 | $1,000.00 |
| VS280510 | SEDIMENT CONTROL, DRAINAGE STRUCTURE, INLET FILTER | 161 | EACH | $140.00 | $22,540.00 |
| 31101400 | SUBBASE GRANULAR MATERIAL, TYPE B 6" | 12,770 | SQ YD | $5.50 | $70,235.00 |
| 31101000 | SUBBASE GRANULAR MATERIAL, TYPE B | 156 | TON | $27.00 | $4,212.00 |
| VS358100 | SUBBASE PREPARATION | 3,106 | SQ YD | $2.50 | $7,765.00 |
| VS406290 | BITUMINOUS MATERIALS – TRACKLESS TACK COAT | 44,855 | POUND | $0.01 | $448.55 |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| VS406296 | IL-9.5FG C N30 SCHAUMBURG BINDER COURSE | 6,379 | TON | $85.00 | $542,215.00 |
| 40603080 | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 | 2,640 | TON | $87.00 | $229,680.00 |
| VS406370 | IL-4.75 SCHAUMBURG SURFACE FRICTION COURSE | 4,561 | TON | $90.00 | $410,490.00 |
| VS406390 | IL-9.5FG C N30 SCHAUMBURG SURFACE COURSE | 170 | TON | $95.00 | $16,150.00 |
| VS406990 | EMERGENCY RAMP | 90 | TON | $5.00 | $450.00 |
| VS406001 | HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH | 1,066 | SQ YD | $53.00 | $56,498.00 |
| VS423100 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH | 2,538 | SQ YD | $70.00 | $177,660.00 |
| VS423400 | HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH | 70 | SQ YD | $90.00 | $6,300.00 |
| VS424200 | PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH | 52,317 | SQ FT | $8.00 | $418,536.00 |
| VS424410 | PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH | 640 | SQ FT | $8.95 | $5,728.00 |
| 42400800 | DETECTABLE WARNINGS | 690 | SQ FT | $30.00 | $20,700.00 |
| X4240800 | DETECTABLE WARNINGS (SPECIAL) | 128 | SQ FT | $35.00 | $4,480.00 |
| VS440100 | PAVEMENT REMOVAL | 15,240 | SQ YD | $9.50 | $144,780.00 |
| VS440001 | SUBBASE REMOVAL | 12,770 | SQ YD | $4.50 | $57,465.00 |
| VS440160 | HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (1"-3") | 49,800 | SQ YD | $4.50 | $224,100.00 |
| 44000200 | DRIVEWAY PAVEMENT REMOVAL | 3,674 | SQ YD | $15.00 | $55,110.00 |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 44000300 | CURB REMOVAL | 20 | FOOT | $5.00 | $100.00 |
| 44000500 | COMBINATION CURB AND GUTTER REMOVAL | 14,167 | FOOT | $5.00 | $70,835.00 |
| 44000600 | SIDEWALK REMOVAL | 52,957 | SQ FT | $1.00 | $52,957.00 |
| VS442001 | CLASS B PATCHES, 8 INCH (SPECIAL) | 200 | SQ YD | $180.00 | $36,000.00 |
| VS442002 | CLASS B PATCHES, 10 INCH (SPECIAL) | 200 | SQ YD | $200.00 | $40,000.00 |
| 44201713 | CLASS D PATCHES, TYPE I, 6 INCH | 80 | SQ YD | $30.00 | $2,400.00 |
| 44201717 | CLASS D PATCHES, TYPE II, 6 INCH | 784 | SQ YD | $30.00 | $23,520.00 |
| 44201721 | CLASS D PATCHES, TYPE III, 6 INCH | 784 | SQ YD | $30.00 | $23,520.00 |
| 44201723 | CLASS D PATCHES, TYPE IV, 6 INCH | 3,444 | SQ YD | $30.00 | $103,320.00 |
| VS442684 | CLASS D PATCHES, 3 INCH, SPECIAL | 187 | SQ YD | $60.00 | $11,220.00 |
| VS442723 | CLASS D PATCHES, TYPE IV, 6 INCH, SPECIAL | 100 | SQ YD | $65.00 | $6,500.00 |
| VS601760 | PIPE UNDERDRAINS 4" | 500 | FOOT | $31.00 | $15,500.00 |
| 60202405 | CATCH BASINS, TYPE A, 4'-DIAMETER | 3 | EACH | $4,950.00 | $14,850.00 |
| VS602405 | CATCH BASINS, TYPE A, 4'-DIAMETER, OPEN BOTTOM | 1 | EACH | $5,050.00 | $5,050.00 |
| 60205605 | CATCH BASINS, TYPE A, 5'-DIAMETER | 1 | EACH | $5,785.00 | $5,785.00 |
| VS602700 | CATCH BASINS, TYPE C | 1 | EACH | $2,160.00 | $2,160.00 |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 60238800 | INLETS, TYPE A | 3 | EACH | $1,625.00 | $4,875.00 |
| VS602001 | STRUCTURES TO BE ADJUSTED | 124 | EACH | $435.00 | $53,940.00 |
| VS602003 | DRAINAGE STRUCTURES TO BE RECONSTRUCTED | 9 | EACH | $1,420.00 | $12,780.00 |
| VS602004 | SANITARY MANHOLES TO BE ADJUSTED | 5 | EACH | $1,050.00 | $5,250.00 |
| 60406000 | FRAMES AND LIDS, TYPE 1, OPEN LID | 1 | EACH | $415.00 | $415.00 |
| 60406100 | FRAMES AND LIDS, TYPE 1, CLOSED LID | 1 | EACH | $440.00 | $440.00 |
| 60404300 | FRAMES AND GRATES, TYPE 3 | 8 | EACH | $675.00 | $5,400.00 |
| VS604450 | FRAMES AND GRATES, TYPE 6 (SPECIAL) | 23 | EACH | $605.00 | $13,915.00 |
| 60404500 | FRAMES AND GRATES, TYPE 6 | 1 | EACH | $665.00 | $665.00 |
| 60404940 | FRAMES AND GRATES, TYPE 23 | 1 | EACH | $455.00 | $455.00 |
| 60404950 | FRAMES AND GRATES, TYPE 24 | 1 | EACH | $490.00 | $490.00 |
| 60500040 | REMOVING MANHOLES | 1 | EACH | $270.00 | $270.00 |
| 60500050 | REMOVING CATCH BASINS | 1 | EACH | $300.00 | $300.00 |
| 60500060 | REMOVING INLETS | 7 | EACH | $100.00 | $700.00 |
| 60600605 | CONCRETE CURB, TYPE B | 20 | FOOT | $30.00 | $600.00 |
| 60603800 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 | 1,796 | FOOT | $31.00 | $55,676.00 |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 60604400 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 | 100 | FOOT | $31.00 | $3,100.00 |
| 60605000 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 | 100 | FOOT | $31.00 | $3,100.00 |
| 60605900 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-9.12 | 50 | FOOT | $31.00 | $1,550.00 |
| VS606001 | COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12 | 12,121 | FOOT | $31.00 | $375,751.00 |
| VS701216 | TRAFFIC CONTROL AND PROTECTION | 1 | L SUM | $396,860.96 | $396,860.96 |
| 70107025 | CHANGEABLE MESSAGE SIGN | 100 | CAL DA | $50.00 | $5,000.00 |
| 78001100 | PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS | 31 | SQ FT | $6.00 | $186.00 |
| 78001110 | PAINT PAVEMENT MARKING - LINE 4" | 15,517 | FOOT | $0.75 | $11,637.75 |
| 78001130 | PAINT PAVEMENT MARKING - LINE 6" | 60 | FOOT | $1.75 | $105.00 |
| 78001150 | PAINT PAVEMENT MARKING - LINE 12" | 20 | FOOT | $3.50 | $70.00 |
| 78001180 | PAINT PAVEMENT MARKING - LINE 24" | 246 | FOOT | $6.00 | $1,476.00 |
| 78008200 | POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS | 30 | SQ FT | $30.50 | $915.00 |
| 78008210 | POLYUREA PAVEMENT MARKING TYPE I - LINE 4" | 200 | FOOT | $5.50 | $1,100.00 |
| 78008230 | POLYUREA PAVEMENT MARKING TYPE I - LINE 6" | 200 | FOOT | $7.00 | $1,400.00 |
| 78008240 | POLYUREA PAVEMENT MARKING TYPE I - LINE 8" | 20 | FOOT | $10.50 | $210.00 |
| 78008250 | POLYUREA PAVEMENT MARKING TYPE I - LINE 12" | 50 | FOOT | $23.00 | $1,150.00 |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 78008270 | POLYUREA PAVEMENT MARKING TYPE I - LINE 24" | 20 | FOOT | $65.00 | $1,300.00 |
| 78300200 | RAISED REFLECTIVE PAVEMENT MARKER REMOVAL | 10 | EACH | $25.00 | $250.00 |
| VS403001 | ASPHALT EMULSION (SEAL COAT) | 12,633 | SQ YD | $1.98 | $25,013.34 |
| VS406002 | IL-9.5FG C N30 SCHAUMBURG BINDER / SURFACE COURSE - BIKE PATH | 1,911 | TON | $125.00 | $238,875.00 |
| VS406003 | IL-4.75 SCHAUMBURG SURFACE FRICTION COURSE - BIKE PATH | 37 | TON | $185.00 | $6,845.00 |
| VS440002 | HOT-MIX ASPHALT SURFACE REMOVAL - BIKE PATH | 11,023 | SQ YD | $2.00 | $22,046.00 |
| VS442003 | BIKE PATH CLASS D PATCHES, 3 INCH, SPECIAL | 159 | SQ YD | $68.00 | $10,812.00 |
| VS451001 | HOT-MIX ASPHALT CRACK FILLING | 23,537 | POUND | $1.78 | $41,895.86 |
| VOS00002 | CLUSTER MAILBOXES | 6 | EACH | $50.00 | $300.00 |
| VOS00003 | MALTENE BASED ASPHALT REJUVENATING AGENT | 161,743 | SQ YD | $1.28 | $207,031.04 |
| **TOTAL** | | | | | **$4,565,808.00** |

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Authorize Participation in the Illinois State Contract and Award the Purchase of One Freightliner Truck Chassis to TransChicago Truck Group**
**05/26/26**
**Village Board**

Presenter: Mark Rysavy, Support Services Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 6779010-7407 | $130,000 | $125,188 |

The budget status for this request is: Under Budget

Amount Under Budget: $4,812

***Executive Summary:***

One Freightliner for the Engineering and Public Works (EPW) Department was approved for replacement with the FY 26/27 Vehicle Replacement Plan. The primary use of the Freightliner is for maintenance and repair of Village streets to transport material to and from job sites, and snow and ice. The chassis will be a Freightliner chassis that will have a roll-off salt distribution box and a roll-off dump bed to be more versatile for excavations during the snow and ice season. Truck 34 is a planned replacement for the Streets Division and has met a replacement category of “Needs Immediate Consideration".

A committee of Village employees worked together to determine the requirements for this new truck to build replacements that will best serve EPW. This agenda item consists of the costs for the vehicle only at $125,188. The remaining budget will be used on the upfit for this vehicle.

Staff recommends purchasing this vehicle through TransChicago, who has been awarded the Illinois State Contract #24-416CMS-BOSS4-P-75584. Staff has budgeted for this vehicle to arrive within FY 26/27, but there is a possibility that this could be delivered in FY 27/28. Upon receiving the new vehicle, the old vehicle will be sold on the public surplus auction website. Staff estimates a return value between $12,000 to $20,000.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize participation in the Illinois State Contract #24-416CMS-BOSS4-P-75584 and award the purchase of one Freightliner Truck Chassis to TransChicago Truck Group of Elmhurst, IL, in an amount not to exceed the approved budget.

**ATTACHMENTS:**

- Budget Table
- Equipment Rating
- Scorecard
- Illinois State Contract
- Quote

## VEHICLE/UNIT REPLACEMENTS - 6779010-7407

| FY 26/27 Requests | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Budget Request** | **Budgeted Amount** | **FY Expected** | **Status** |
| Purchase of one Fire Truck (965) | MacQueen | $ 2,304,450 | $ 2,300,000 | FY 30/31 | May EPW Committee |
| Purchase of one Fire Engine (964) | MacQueen | $ 1,255,000 | $ 1,300,000 | FY 30/31 | May EPW Committee |
| Purchase of one Ambulance (958) | Foster Coach | $ 473,663 | $ 485,000 | FY 26/27 | May EPW Committee |
| **Purchase of one Freightliner Truck (34)** | **Transchicago** | **$ 125,188** | **$ 130,000** | **FY 26/27** | **May EPW Committee** |
| Purchase of two Ford E-Transits (201 & 233) | Olathe Fleet | $ 111,430 | $ 131,000 | FY 26/27 | May EPW Committee |
| Purchase of two Ford Super Duty (79 & 85) | Sutton Ford | $ 110,045 | $ 193,000 | FY 26/27 | May EPW Committee |
| Purchase of five Patrol Squads (108, 117, 122, 134, & 140), one Interceptor (970) | Currie Motors | $ 286,725 | $ 336,000 | FY 26/27 | May EPW Committee |
| Purchase of one Ford Super Duty (83) | Local Ford Dealer | $ 57,000 | $ 78,000 | FY 26/28 | May VM Approval |
| Purchase of one Chevy Tahoe (969) | Currie Motors | $ 59,151 | $ 86,000 | FY 26/27 | May VM Approval |
| Purchase of three trailers (E372, E381, & E395) | Knapheide | $ 42,552 | $ 68,000 | FY 26/27 | May VM Approval |
| Purchase of one F150 (54) | Local Ford Dealer | $ 49,935 | $ 62,000 | FY 26/27 | May VM Approval |
| Purchase of one Ford Ranger (21) | Sutton Ford | $ 37,837 | $ 45,000 | FY 26/27 | May VM Approval |
| Purchase of one pressure washer trailer (E382) | Windy City | $ 23,274 | $ 30,000 | FY 26/27 | May Director Approval |
| Purchase of one trailer (E386) | Knapheide | $ 22,343 | $ 19,000 | FY 26/27 | May Director Approval |
| Upfit of five trucks (21, 54, 79, 83, & 85) | Monroe | $ 117,246 | Included in truck funds | FY 26/27 | June EPW Committee |
| Purchase of one TV truck (14) | EJ Equipment | $ 397,838 | $ 425,000 | FY 26/27 | June EPW Committee |
| Purchase one trailered generator (E274) | Interstate | $ 345,000 | $ 350,000 | FY 26/27 | June EPW Committee |
| Purchase of two speed trailers (E360 & E375) | Dana Safety | $ 46,000 | $ 46,000 | FY 26/27 | July VM Approval |
| **TOTALS:** | | **$ 5,864,677** | **$ 6,084,000** | | |

| Carryover Expenses | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Expense Request** | | **FY Expected** | **Status** |
| Purchase of 7 Chassis upfits(5, 9, 11, 31, 32, 34, 92, 94, 95, 97, & 99) | Bonnell | $ 2,075,424 | | FY 26/27 to 28/29 | Approved/Ordered |
| Purchase of one Aerial Truck (4) | USSI | $ 310,419 | | FY 27/28 | Approved/Ordered |
| Purchase of one Aerial Truck (20) | USSI | $ 274,971 | | FY 25/26 | Approved/Ordered |
| Purchase of one Ambulance (940) | Foster Coach | $ 411,474 | | FY 26/27 | Approved/Ordered |
| Purchase of one Ambulance (955) | Foster Coach | $ 486,720 | | FY 26/27 | Approved/Ordered |
| Purchase of one truck (5) | Transchicago | $ 160,000 | | FY 26/27 | Approved/Ordered |
| Purchase of two Ford Super Duty upfits (29 & 37) | Monroe | $ 66,853 | | FY 26/27 | Approved/Ordered |
| **TOTALS:** | | **$ 3,785,861** | | | |

# EQUIPMENT RATING

1. Age
    a. Number of Points = Current year - model year
2. Use
    a. 1 point for every 10,000 miles
    b. 1 point for every 1,000 hours of use
3. Service
    a. 1 Point = Admin
    b. 3 Points = Support
    c. 5 Points = Front Line
4. Reliability = Number of times equipment was down for repair last year:
    a. 0 Points = 0 times
    b. 1 Point = 1 - 4 times
    c. 3 Points = 5 - 14 times
    d. 5 Points = 15+ times
5. Maintenance and Repair Lifetime repair costs are:
    a. 1 Point = Less than 25% of purchase price
    b. 3 Points = 25 to 75% of purchase price
    c. 5 Points = More than 75% of purchase price
6. Condition = This rating is established by the shop foreman:
    a. 0 Points = Excellent
    b. 1 Point = Good
    c. 3 Points = Fair
    d. 5 Points = Poor
7. Overall rating = The sum of the equipment rating factor points are:
    a. 0 - 17 points = Excellent
    b. 18 - 22 points = Good
    c. 23 - 27 points = Qualifies for Replacement
    d. 28 < = Needs Immediate Consideration

| Unit: | |
|---|---|
| 10034 | |
| Department : EPW | Fund: 101 |
| Division: STREETS | Est. Price: $430,000 |
| Description: TANDEM TRK W/PLOW | |
| Replacement Type: Like Kind w/Hook Lift System | |
| Unit's Primary Use: Used for repair and maintenance of streets, hauling asphalt and millings, and is a front line snow and ice truck. | |

## Qualifies for Replacement

| Make | Year | Service |
|---|---|---|
| FREIGHTLIN | 2017 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| 108SD | 50 | 11 |
| **Full Depreciation Date** | **Replacement Age (Months)** | **Vehicle Age (Months)** |
| 11/1/2026 | 120 | 110 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| DIESL | 8000 | 4366 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $211,579 | $147,428 | 70% |

**Condition:**

Grates rotting in vbox, and plow has wear. Two years will need full exhaust $16k

| Total Points |
|---|
| 27 |
| Points for Service: 5 |
| Points for Reliability: 3 |
| Points for Age: 9 |
| Points for Usage: 4 |
| Points for M&R: 3 |
| Points for Condition: 3 |



Side View



V-Box Corrosion




Plow Wear



Rotting Grates

# Unit 34 Hook-Lift System Justification
# $40,000 Non-Like-Kind Increase

VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

- Versatility
  - Swapping bodies with ease by a single person (can be utilized for paving, hauling, and winter operations all on the same shift)
- Operational Flexibility in Winter Operations
  - Current slide-in V-boxes are installed in October & shuts down the asphalt operation. A hook-lift truck can drop the V-Box and switch back to the dump body when weather is appropriate to continue alternative operations

# STATE OF ILLINOIS
# CONTRACT

**Central Management Services**
**JPMC Dump Trucks Patson**
**24-416CMS-BOSS4-P-75584**

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The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

# STATE OF ILLINOIS
# CONTRACT

**Central Management Services**
**JPMC Dump Trucks Patson**
**24-416CMS-BOSS4-P-75584**

**VENDOR**

| | |
|---|---|
| Vendor Name: Patson Inc., dba TransChicago Truck Group | Address (City/State/Zip): 776 N York Rd, Elmhurst, IL 60126 |
| Signature: [redacted] | Phone: Duane Schaefer Cell: 815-509-9079 office 630-279-0600 |
| Printed Name: P Douglas Cayce | |
| Title: President | Email: dschaefer@transchicago.com |
| Date: 1/16/2025 | |

**STATE OF ILLINOIS**

| | |
|---|---|
| Procuring Agency: Central Management Services | Phone: 866-455-2897 |
| Street Address: 300 West Jefferson St. | |
| City, State ZIP: Springfield, IL 62702 | |
| Official Signature: [redacted] 2/19/25 | |
| Printed Name: Raven DeVaughn by David W. Thomas | |
| Official's Title: Director by Agency Procurement Officer | |

**Prepared for:**
SCHAUMBURG VILLAGE IL
STATE OF
101 SCHAUMBURG CT

SCHAUMBURG, IL 60193
Phone: 847-774-6616

**Prepared by:**
Duane Schaefer
TRANSCHICAGO TRUCK GROUP
776 N. YORK STREET
ELMHURST, IL 60126
Phone: 815-509-9079
E-Mail:
duaneschaefer@transchicago.com

# Q U O T A T I O N

## 108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
DD8 7.7L 6 CYL DUAL STAGE 330 HP @ 2200 RPM, 2600 GOV RPM, 1000 LB-FT @ 1200 RPM
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP
AIRLINER 46,000# REAR SUSPENSION
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
20,000# FLAT LEAF FRONT SUSPENSION
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
4750MM (187 INCH) WHEELBASE
NO FIFTH WHEEL
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1725MM (68 INCH) REAR FRAME OVERHANG
TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

| | | | | | |
|---|---|---|---|---|---|
| **BALANCE DUE** | **(LOCAL CURRENCY)** | **$** | **125,188** | **$** | **125,188** |

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Sales Order the terms (a) “Dealer” shall mean the authorized Dealer to whom this Sales Order is addressed and who shall become a party hereto by its acceptance hereof, (b) “Purchaser” shall mean the party executing this Sales Order as such on the face hereof, and (c) “Manufacturer” shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is not the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Sales Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price the Dealer charges for new motor vehicles without notice. In the event the price to Dealer of a new motor vehicle of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly.

3. Notwithstanding any terms and conditions contained in Purchaser’s Purchase Order, Purchaser agrees that Dealer’s terms and conditions set forth in this Sales Order shall be the only terms and conditions regarding any purchase by Purchaser from Dealer. Purchaser expressly waives the provisions of Purchaser’s terms and conditions and agrees to be bound exclusively by Dealer’s terms and conditions as set forth herein. If Purchaser is an entity, the undersigned represents and warrants to Dealer that the undersigned has authority to bind Purchaser to the terms and conditions outlined herein, and the terms and conditions as outlined herein are enforceable against Purchaser in accordance with their terms.

4. All used motor vehicles which are to be traded in as part of the consideration for the motor vehicle ordered hereunder are subject to Dealer’s Trade Terms and Conditions which are incorporated herein by reference. Although Dealer may provide Purchaser with an initial appraisal(s) of the value of and allowance for any used motor vehicle, such initial appraisal and allowance are not binding. Each used motor vehicle shall be reappraised at that time of actual delivery to Dealer for acquisition, and such reappraisal value shall determine the actual allowance made for such motor vehicle. If such reappraised value is lower than the original appraised value and allowance therefor shown on the front of this Sales Order, Purchaser may, if dissatisfied herewith, cancel this Sales Order, provided, however, that such right to cancel must be exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser.

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve Waiver of Competitive Bidding and Award the Purchase of One Ambulance to Foster Coach Sales, Inc.**
**05/26/26**
**Village Board**

Presenter: Mark Rysavy, Support Services Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 6779010-7407 | $485,000 | $473,663 |

The budget status for this request is: Under Budget

Amount Under Budget: $11,337

***Executive Summary:***

One ambulance for the Fire Department was approved for replacement with the FY 26/27 Vehicle Replacement Plan. The ambulances' primary use is patient transportation and emergency vehicle operations. This unit, shown on the attached scorecard, has met the replacement category of "Needs Immediate Consideration".

A committee of Village employees worked together to determine the requirements for this ambulance replacement that will best serve the Fire Department.

Staff have an opportunity to purchase a demo unit (Ford F-550 chassis with a gas engine) from Foster Coach Sales, Inc. that will be available in the Summer of 2027, opposed to ordering a brand-new ambulance which would have a two-plus year lead time. For staff to secure this demo ambulance, approval to waive the competitive bidding process will be needed as there is not a competitive purchasing process for demo units.

The new ambulance will become a front line vehicle, and the previous vehicle will rotate into the reserve ambulance role. Staff estimate a return value of the auctioned reserve vehicle between $4,500 to $7,000.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board approve waiver of competitive bidding and award the purchase of one Ambulance to Foster Coach Sales, Inc. of Sterling, IL, in an amount not to exceed the approved budget.

**ATTACHMENTS:**

- Budget Table
- Equipment Rating
- Scorecard
- Quote

## VEHICLE/UNIT REPLACEMENTS - 6779010-7407

| FY 26/27 Requests | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Budget Request** | **Budgeted Amount** | **FY Expected** | **Status** |
| Purchase of one Fire Truck (965) | MacQueen | $ 2,304,450 | $ 2,300,000 | FY 30/31 | May EPW Committee |
| Purchase of one Fire Engine (964) | MacQueen | $ 1,255,000 | $ 1,300,000 | FY 30/31 | May EPW Committee |
| **Purchase of one Ambulance (958)** | **Foster Coach** | **$ 473,663** | **$ 485,000** | **FY 26/27** | **May EPW Committee** |
| Purchase of one Freightliner Truck (34) | Transchicago | $ 125,188 | $ 130,000 | FY 26/27 | May EPW Committee |
| Purchase of two Ford E-Transits (201 & 233) | Olathe Fleet | $ 111,430 | $ 131,000 | FY 26/27 | May EPW Committee |
| Purchase of two Ford Super Duty (79 & 85) | Sutton Ford | $ 110,045 | $ 193,000 | FY 26/27 | May EPW Committee |
| Purchase of five Patrol Squads (108, 117, 122, 134, & 140), one Interceptor (970) | Currie Motors | $ 286,725 | $ 336,000 | FY 26/27 | May EPW Committee |
| Purchase of one Ford Super Duty (83) | Local Ford Dealer | $ 57,000 | $ 78,000 | FY 26/28 | May VM Approval |
| Purchase of one Chevy Tahoe (969) | Currie Motors | $ 59,151 | $ 86,000 | FY 26/27 | May VM Approval |
| Purchase of three trailers (E372, E381, & E395) | Knapheide | $ 42,552 | $ 68,000 | FY 26/27 | May VM Approval |
| Purchase of one F150 (54) | Local Ford Dealer | $ 49,935 | $ 62,000 | FY 26/27 | May VM Approval |
| Purchase of one Ford Ranger (21) | Sutton Ford | $ 37,837 | $ 45,000 | FY 26/27 | May VM Approval |
| Purchase of one pressure washer trailer (E382) | Windy City | $ 23,274 | $ 30,000 | FY 26/27 | May Director Approval |
| Purchase of one trailer (E386) | Knapheide | $ 22,343 | $ 19,000 | FY 26/27 | May Director Approval |
| Upfit of five trucks (21, 54, 79, 83, & 85) | Monroe | $ 117,246 | Included in truck funds | FY 26/27 | June EPW Committee |
| Purchase of one TV truck (14) | EJ Equipment | $ 397,838 | $ 425,000 | FY 26/27 | June EPW Committee |
| Purchase one trailered generator (E274) | Interstate | $ 345,000 | $ 350,000 | FY 26/27 | June EPW Committee |
| Purchase of two speed trailers (E360 & E375) | Dana Safety | $ 46,000 | $ 46,000 | FY 26/27 | July VM Approval |
| **TOTALS:** | | **$ 5,864,677** | **$ 6,084,000** | | |

| Carryover Expenses | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Expense Request** | | **FY Expected** | **Status** |
| Purchase of 7 Chassis upfits(5, 9, 11, 31, 32, 34, 92, 94, 95, 97, & 99) | Bonnell | $ 2,075,424 | | FY 26/27 to 28/29 | Approved/Ordered |
| Purchase of one Aerial Truck (4) | USSI | $ 310,419 | | FY 27/28 | Approved/Ordered |
| Purchase of one Aerial Truck (20) | USSI | $ 274,971 | | FY 25/26 | Approved/Ordered |
| Purchase of one Ambulance (940) | Foster Coach | $ 411,474 | | FY 26/27 | Approved/Ordered |
| Purchase of one Ambulance (955) | Foster Coach | $ 486,720 | | FY 26/27 | Approved/Ordered |
| Purchase of one truck (5) | Transchicago | $ 160,000 | | FY 26/27 | Approved/Ordered |
| Purchase of two Ford Super Duty upfits (29 & 37) | Monroe | $ 66,853 | | FY 26/27 | Approved/Ordered |
| **TOTALS:** | | **$ 3,785,861** | | | |

# EQUIPMENT RATING

1. Age
    a. Number of Points = Current year - model year
2. Use
    a. 1 point for every 10,000 miles
    b. 1 point for every 1,000 hours of use
3. Service
    a. 1 Point = Admin
    b. 3 Points = Support
    c. 5 Points = Front Line
4. Reliability = Number of times equipment was down for repair last year:
    a. 0 Points = 0 times
    b. 1 Point = 1 - 4 times
    c. 3 Points = 5 - 14 times
    d. 5 Points = 15+ times
5. Maintenance and Repair Lifetime repair costs are:
    a. 1 Point = Less than 25% of purchase price
    b. 3 Points = 25 to 75% of purchase price
    c. 5 Points = More than 75% of purchase price
6. Condition = This rating is established by the shop foreman:
    a. 0 Points = Excellent
    b. 1 Point = Good
    c. 3 Points = Fair
    d. 5 Points = Poor
7. Overall rating = The sum of the equipment rating factor points are:
    a. 0 - 17 points = Excellent
    b. 18 - 22 points = Good
    c. 23 - 27 points = Qualifies for Replacement
    d. 28 < = Needs Immediate Consideration

| Unit: | | | |
|---|---|---|---|
| 10958 | | | |
| Department : FIRE | Fund: 101-FIRE | | |
| Division: FIRE FIGHT | Est. Price: $485,000 | | |
| Description: AMBULANCE 52 | | | |
| Replacement Type: F-550 Chassis | | | |
| Unit's Primary Use: Used for patient transportation and emergency vehicle operations. | | | |

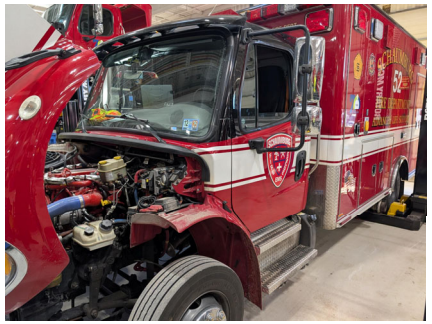
## Needs Immediate Consideration

| Make | Year | Service |
|---|---|---|
| FREIGHTLIN | 2019 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| M2106V | 51 | 2 |
| **Full Depreciation Date** | **Replacement Age (Months)** | **Vehicle Age (Months)** |
| 6/1/2027 | 96 | 79 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| DIESL | 10000 | 8146 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $295,302 | $99,311 | 34% |

**Condition:**

Corrosion on body, and will exceed usage at replacement

| Total Points |
|---|
| 29 |
| Points for Service: 5 |
| Points for Reliability: 1 |
| Points for Age: 7 |
| Points for Usage: 8 |
| Points for M&R: 3 |
| Points for Condition: 5 |



Front View




Side View




Rear View



Corrosion

**FOSTER COACH SALES, INC.**

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215
Fax: (815) 625-7222
Web site: www.fostercoach.com

PF01245

# QUOTATION

TO: Schaumburg Fire Department
1601 N. Roselle Rd
Schaumburg, IL 60195

DATE: 04/22/26

ATTN: TOM DOONAN

REFERENCE: DEMO AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

| QTY. | DESCRIPTION | EACH | NET PRICE |
|---|---|---|---|
| 1 | 2026 FORD F550 4X4 GAS CHASSIS ON A HORTON CONVERSION - DEMO UNIT | $ 473,663.00 | $ 473,663.00 |
| | | $ Total | $ 473,663.00 |

ACCEPTED BY:_____

TITLE:_____ Date:_____

ESTIMATED DELIVERY:
TBD

PROPOSED BY:_____
P.J. FOSTER, VICE PRESIDENT OF SALES

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Authorize Participation in the Suburban Purchasing Cooperative and Award the Purchase of Six Ford Interceptors to Currie Motors**
**05/26/26**
**Village Board**

Presenter: Mark Rysavy, Support Services Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 6779010-7407 | $336,000 | $286,725 |

The budget status for this request is: Under Budget

Amount Under Budget: $49,275

***Executive Summary:***

Six Ford Interceptors were approved for replacement with the FY 26/27 Vehicle Replacement Plan. The Police Department Interceptor's primary use is traffic enforcement, accident investigations, and street patrol. Squad 108 is a Field Training Officer squad and is more than the other Police squads because it has dual spotlights. The Fire Department Interceptor's primary use is emergency response for fire operations and is a take-home vehicle. The Fire Department Interceptor cost is different because it has carpet flooring and wheel covers. These units are all expected to achieve a replacement category of "Qualifies for Replacement" by the time the replacement vehicle arrives.

A committee of Village employees worked together to determine the requirements for these new Ford Interceptors to build replacements that will best serve the Police and Fire Departments. This agenda item consists of the costs for the vehicles only. The remaining budget will be used on the upfit parts for these six vehicles. The cost for each vehicle is listed below.

108 - $48,303 - Two Spot Lights - Training Vehicle
117 - $47,560
122 - $47,560
134 - $47,560
140 - $47,560
970 - $48,182

Staff recommends purchasing these six vehicles through Currie Motors, who have been awarded the Suburban Purchasing Cooperative Contract #204. Staff has budgeted for all six vehicles to arrive within FY 26/27, but there is a possibility that these could be delivered in FY 27/28. Upon receiving the new vehicles, the old vehicles will be sold on the public surplus auction website. Staff estimates a return value between $3,500 to $5,500 per vehicle.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize participation in the Suburban Purchasing Cooperative Contract #204 and award the purchase of six Ford Interceptors to Currie Motors, of Frankfort, IL, in an amount not to exceed the approved budget.

**ATTACHMENTS:**

- Budget Table
- Equipment Rating
- Scorecards
- Cooperative
- Quotes

## VEHICLE/UNIT REPLACEMENTS - 6779010-7407

| FY 26/27 Requests | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Budget Request** | **Budgeted Amount** | **FY Expected** | **Status** |
| Purchase of one Fire Truck (965) | MacQueen | $ 2,304,450 | $ 2,300,000 | FY 30/31 | May EPW Committee |
| Purchase of one Fire Engine (964) | MacQueen | $ 1,255,000 | $ 1,300,000 | FY 30/31 | May EPW Committee |
| Purchase of one Ambulance (958) | Foster Coach | $ 473,663 | $ 485,000 | FY 26/27 | May EPW Committee |
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| Purchase one trailered generator (E274) | Interstate | $ 345,000 | $ 350,000 | FY 26/27 | June EPW Committee |
| Purchase of two speed trailers (E360 & E375) | Dana Safety | $ 46,000 | $ 46,000 | FY 26/27 | July VM Approval |
| **TOTALS:** | | **$ 5,864,677** | **$ 6,084,000** | | |

| Carryover Expenses | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Expense Request** | | **FY Expected** | **Status** |
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| **TOTALS:** | | **$ 3,785,861** | | | |

# EQUIPMENT RATING

1. Age
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3. Service
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    c. 5 Points = Front Line
4. Reliability = Number of times equipment was down for repair last year:
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    b. 1 Point = 1 - 4 times
    c. 3 Points = 5 - 14 times
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5. Maintenance and Repair Lifetime repair costs are:
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    b. 1 Point = Good
    c. 3 Points = Fair
    d. 5 Points = Poor
7. Overall rating = The sum of the equipment rating factor points are:
    a. 0 - 17 points = Excellent
    b. 18 - 22 points = Good
    c. 23 - 27 points = Qualifies for Replacement
    d. 28 < = Needs Immediate Consideration

Unit:

# 10108

| Department : | Fund: |
|---|---|
| POLICE | 101 |
| **Division:** | **Est. Price:** |
| PATROL | $56,000 |

**Description:**
UTILITY INTERCEPTOR

**Replacement Type:**
Like Kind

**Unit's Primary Use:**

Used for traffic enforcement, accident investigations, and street patrol.

## Qualifies for Replacement

| Make | Year | Service |
|---|---|---|
| FORD | 2022 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| INTERCEPTOR | 5 | 6 |

| Full Depreciation Date | Replacement Age (Months) | Vehicle Age (Months) |
|---|---|---|
| 7/7/2025 | 36 | 42 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| RGUNL | 90000 | 73218 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $42,901 | $15,871 | 37% |

**Condition:**
Normal squad car wear and tear, will meet or exceed mileage at replacement

| Total Points |
|---|
| 25 |
| Points for Service: 5 |
| Points for Reliability: 3 |
| Points for Age: 4 |
| Points for Usage: 7 |
| Points for M&R: 3 |
| Points for Condition: 3 |




Front View




Side View




Rear View



Under Body View

| Unit: | | | Good | | | Total Points |
|---|---|---|---|---|---|---|
| 10117 | | | | | | 20 |
| Department : | Fund: | Make | Year | Service | | Points for Service |
| POLICE | 101 | FORD | 2023 | FRONT-LINE | | 5 |
| Division: | Est. Price: | Model | Class | Count of RO's Last 365 Days | | Points for Reliability |
| PATROL | $56,000 | INTERCEPTOR | 5 | 5 | | 3 |
| Description: | | Full Depreciation Date | Replacement Age (Months) | Vehicle Age (Months) | | Points for Age |
| UTILITY INTERCEPTOR | | 5/30/2026 | 36 | 32 | | 3 |
| Replacement Type: | | Fuel Type | Replacement Meter | Current Meter | | Points for Usage |
| Like Kind | | RGUNL | 90000 | 57088 | | 5 |
| Unit's Primary Use: | | Original Purchase Price | Maintenance Cost (LTD) | Maintenance % | | Points for M&R |
| Used for traffic enforcement, accident investigations, and street patrol. | | $53,631 | $11,109 | 21% | | 1 |
| | | Condition: | | | | Points for Condition |
| | | Normal squad car wear and tear, will meet or exceed mileage at replacement | | | | 3 |



Front View




Side View



Rear View



Interior View

| Unit: | | | |
|---|---|---|---|
| 10122 | | | |
| Department : | Fund: | | |
| POLICE | 101 | | |
| Division: | Est. Price: | | |
| PATROL | $56,000 | | |
| Description: | | | |
| UTILITY INTERCEPTOR | | | |
| Replacement Type: | | | |
| Like Kind | | | |
| Unit's Primary Use: | | | |
| Used for traffic enforcement, accident investigations, and street patrol. | | | |

| Good | | |
|---|---|---|
| Make | Year | Service |
| FORD | 2023 | FRONT-LINE |
| Model | Class | Count of RO's Last 365 Days |
| INTERCEPTOR | 5 | 8 |
| Full Depreciation Date | Replacement Age (Months) | Vehicle Age (Months) |
| 5/30/2026 | 36 | 32 |
| Fuel Type | Replacement Meter | Current Meter |
| RGUNL | 90000 | 63836 |
| Original Purchase Price | Maintenance Cost (LTD) | Maintenance % |
| $53,834 | $10,709 | 20% |
| Condition: | | |
| Normal squad car wear and tear, will meet or exceed mileage at replacement | | |

| Total Points |
|---|
| 21 |
| Points for Service |
| 5 |
| Points for Reliability |
| 3 |
| Points for Age |
| 3 |
| Points for Usage |
| 6 |
| Points for M&R |
| 1 |
| Points for Condition |
| 3 |




Front View




Side View




Rear View



Under Body View

Unit:

# 10134

| Department : | Fund: |
|---|---|
| POLICE | 101 |
| **Division:** | **Est. Price:** |
| PATROL | $56,000 |

**Description:**
UTILITY INTERCEPTOR

**Replacement Type:**
Like Kind

**Unit's Primary Use:**
Used for traffic enforcement, accident investigations, and street patrol.

## Qualifies for Replacement

| Make | Year | Service |
|---|---|---|
| FORD | 2023 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| INTERCEPTOR | 5 | 6 |
| **Full Depreciation Date** | **Replacement Age (Months)** | **Vehicle Age (Months)** |
| 5/30/2026 | 36 | 32 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| RGUNL | 90000 | 62361 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $51,287 | $23,284 | 45% |

**Condition:**
Normal squad car wear and tear, will meet or exceed mileage at replacement

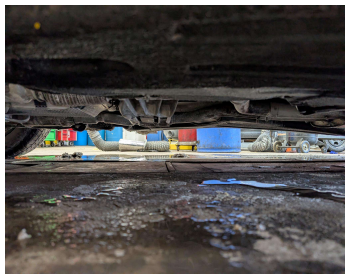
| Total Points |
|---|
| 23 |
| Points for Service: 5 |
| Points for Reliability: 3 |
| Points for Age: 3 |
| Points for Usage: 6 |
| Points for M&R: 3 |
| Points for Condition: 3 |



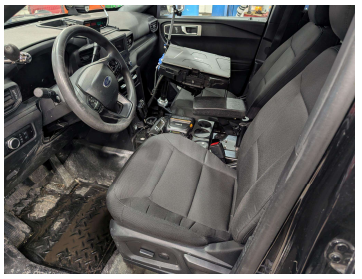
Front View



Rear View



Under Body View



Interior View

Unit:

# 10140

| Department : | Fund: |
|---|---|
| POLICE | 101 |
| **Division:** | **Est. Price:** |
| PATROL | $56,000 |

**Description:**
UTILITY INTERCEPTOR

**Replacement Type:**
Like Kind

**Unit's Primary Use:**

Used for traffic enforcement, accident investigations, and street patrol.

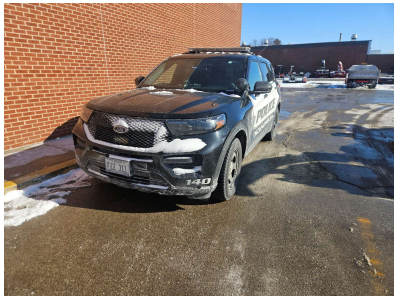
## Qualifies for Replacement

| Make | Year | Service |
|---|---|---|
| FORD | 2023 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| INTERCEPTOR | 5 | 11 |

| Full Depreciation Date | Replacement Age (Months) | Vehicle Age (Months) |
|---|---|---|
| 5/30/2026 | 36 | 32 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| RGUNL | 90000 | 62283 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $53,834 | $19,953 | 37% |

**Condition:**
Normal squad car wear and tear, will meet or exceed mileage at replacement

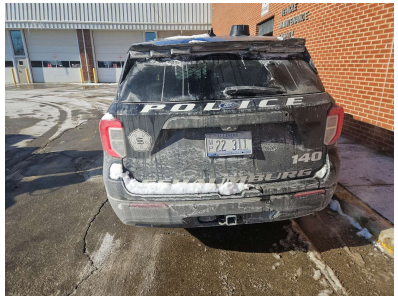
| Total Points |
|---|
| 23 |
| Points for Service: 5 |
| Points for Reliability: 3 |
| Points for Age: 3 |
| Points for Usage: 6 |
| Points for M&R: 3 |
| Points for Condition: 3 |



Front View




Side View




Rear View



Interior View

| Unit: | |
|---|---|
| 10970 | |
| Department : | Fund: |
| FIRE | 101-FIRE |
| Division: | Est. Price: |
| FIRE ADMIN | $56,000 |

Description:
UTILITY INTERCEPTOR

Replacement Type:
Like Kind

Unit's Primary Use:

Used as a take home vehicle for the Deputy Chief for emergency response to Fire Operations.

## Qualifies for Replacement

| Make | Year | Service |
|---|---|---|
| FORD | 2020 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| EXPLORER | 40 | 1 |
| **Full Depreciation Date** | **Replacement Age (Months)** | **Vehicle Age (Months)** |
| (Blank) | 84 | 62 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| RGUNL | 90000 | 87308 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $38,267 | $14,188 | 37% |

Condition:
Normal usage wear

| Total Points |
|---|
| 24 |
| Points for Service: 5 |
| Points for Reliability: 1 |
| Points for Age: 6 |
| Points for Usage: 8 |
| Points for M&R: 3 |
| Points for Condition: 1 |



Front View



Side View



Rear View



Interior View

SPC
SUBURBAN PURCHASING
COOPERATIVE

# A Joint Purchasing Program For Local Government Agencies

October 24, 2025

Mr. Thomas Sullivan
Currie Motors
10125 W. Laraway Road
Frankfort, IL 60423

Dear Mr. Sullivan,

This is to request vehicle year roll-overs and the second of three possible, one-year contract extensions on the following SPC contracts through October 26, 2026:

Ford Interceptor Utility Contract #204 with all standard equipment, conventional gas, and optional hybrid

Ford Transit Full Size Van Contract #207, standard equipment, standard wheelbase and electric 1-ton van

Ford Escape Contract #206

The SPC reserves the right to extend these contracts for one additional one-year terms upon mutual agreement of both the vendor and the SPC on a negotiated basis. With acceptance of these contracts, Currie Motors agrees to all terms and conditions set forth in the specifications contained within the Requests for Proposals to which you responded. Currie Motors will handle all billing. Each vehicle purchased will be assessed a **$150.00** administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Currie Motors. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference

| | |
|---|---|
| Ellen Dayan | thomas sullivan 10/24/25 |
| 10/24/2025 | |
| Name: Ellen Dayan Date | Name: Tom Sullivan Date |
| Northwest Municipal Conference | Currie Motors |


***DuPage Mayors & Managers Conference***
*1220 Oak Brook Road*
*Oak Brook, IL 60523*
*Suzette Quintell*
*Phone: (630) 571-0480*
*Fax: (630) 571-0484*

***Northwest Municipal Conference***
*1600 East Golf Rd., Suite 0700*
*Des Plaines, IL 60016*
*Ellen Dayan, CPPB*
*Phone: (847) 296-9200*
*Fax: (847) 296-9207*

***South Suburban Mayors And Managers Association***
*1904 West 174th Street*
*East Hazel Crest, IL 60429*
*Kristi DeLaurentiis*
*Phone: (708) 206-1155*
*Fax: (708) 206-1133*

***Will County Governmental League***
*15905 S. Frederick Street*
*Suite 107*
*Plainfield, IL 60586*
*Cherie Belom*
*Phone: (815) 254-7700*

# 108

SPC
SUBURBAN PURCHASING
COOPERATIVE

**Title Name:** Village of Schaumburg
**Title Address:** 101 Schaumburg Ct.
**Title City:** Schaumburg
**Title Zip Code:** 60193

**License Plate Desired:** MP

**Contact Name:** Tom Doonan
**Phone Number:** 847-721-6679

**PO Number:**
**FIN Code:** QA196
**Tax Exempt Number:** E99804417

**Total Dollar Amount:** $48303

**Delivery Address:** 714 South Plum Grove Rd.
Schaumburg, IL 60193

**Additional Information / Notes:**

**Authorized Signature:**
**Date:**

#S 117, 122, 134, & 140

SPC
SUBURBAN PURCHASING
COOPERATIVE

**Title Name:** Village of Schaumburg

**Title Address:** 101 Schaumburg Ct.

**Title City:** Schaumburg

**Title Zip Code:** 60193

**License Plate Desired:** MP

**Contact Name:** Tom Doonan

**Phone Number:** 847-721-6679

**PO Number:** _____

**FIN Code:** QA196

**Tax Exempt Number:** E99804417

**Total Dollar Amount:** $190,240 (4 squad order)

**Delivery Address:** 714 South Plum Grove Rd.

Schaumburg, IL 60193

**Additional Information / Notes:**

**Authorized Signature:** _____

**Date:** _____

# 970

SPC
SUBURBAN PURCHASING
COOPERATIVE

**Title Name:** Village of Schaumburg

**Title Address:** 101 Schaumburg Ct.

**Title City:** Schaumburg

**Title Zip Code:** 60193

**License Plate Desired:** Standardpassenger

**Contact Name:** Tom Doonan

**Phone Number:** 847-721-6679

**PO Number:**

**FIN Code:** QA196

**Tax Exempt Number:** E99804417

**Total Dollar Amount:** $48182

**Delivery Address:** 714 South Plum Grove Rd.

Schaumburg, IL 60193

**Additional Information / Notes:**

**Authorized Signature:**

**Date:**

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Authorize Participation in the Sourcewell Cooperative Purchasing Program and Award the Purchase of One Pierce Fire Engine and One Pierce Fire Truck to MacQueen**
**05/26/26**
**Village Board**

Presenter: Mark Rysavy, Support Services Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 6779010-7407 | $3,600,000 | $3,559,450 |

The budget status for this request is: Under Budget

Amount Under Budget: $40,550

***Executive Summary:***

One Fire Engine and one Fire Truck for the Fire Department were approved for replacement with the FY 26/27 Vehicle Replacement Plan. The engines' primary use is emergency response for fire-related emergency calls, serves as a water pump for the location, and supplies the ladder truck with water. The truck's primary use is heavy rescue with a ladder for rescue and fire extinguishing. These units, shown on the attached scorecards, have met the replacement category of "Needs Immediate Consideration" (Engine) and "Qualifies for Replacement" (Truck).

A committee of Village employees worked together to determine the requirements for two fire apparatus to build replacement units that will best serve the Fire Department. These will both be like-kind builds. The cost for each unit is below.

Engine 964 - $1,255,000
Truck 965 - $2,304,450

Staff recommends purchasing these two units from MacQueen through the Sourcewell Cooperative Purchasing Contract #082025-PMI. MacQueen is the sole distributor for Pierce in Illinois and was awarded the Pierce contract. Due to long lead times, these units are not expected to be delivered until FY 28/29 at the earliest. Upon receiving the new units, these current units are likely to be moved to reserve status, and the current reserve will be put on the public surplus auction website. Staff estimates a return value between $10,000 to $18,000 total for both units.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize participation in the Sourcewell Cooperative Purchasing Contract #082025-PMI and award the purchase of one Pierce Fire Engine and one Pierce Fire Truck to MacQueen of Aurora, IL, in an amount not to exceed the approved budget.

**ATTACHMENTS:**

- Budget Table
- Equipment Rating
- Scorecards
- Cooperative
- Engine Quote
- Truck Quote

## VEHICLE/UNIT REPLACEMENTS - 6779010-7407

| FY 26/27 Requests | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Budget Request** | **Budgeted Amount** | **FY Expected** | **Status** |
| **Purchase of one Fire Truck (965)** | **MacQueen** | **$ 2,304,450** | **$ 2,300,000** | **FY 30/31** | **May EPW Committee** |
| **Purchase of one Fire Engine (964)** | **MacQueen** | **$ 1,255,000** | **$ 1,300,000** | **FY 30/31** | **May EPW Committee** |
| Purchase of one Ambulance (958) | Foster Coach | $ 473,663 | $ 485,000 | FY 26/27 | May EPW Committee |
| Purchase of one Freightliner Truck (34) | Transchicago | $ 125,188 | $ 130,000 | FY 26/27 | May EPW Committee |
| Purchase of two Ford E-Transits (201 & 233) | Olathe Fleet | $ 111,430 | $ 131,000 | FY 26/27 | May EPW Committee |
| Purchase of two Ford Super Duty (79 & 85) | Sutton Ford | $ 110,045 | $ 193,000 | FY 26/27 | May EPW Committee |
| Purchase of five Patrol Squads (108, 117, 122, 134, & 140), one Interceptor (970) | Currie Motors | $ 286,725 | $ 336,000 | FY 26/27 | May EPW Committee |
| Purchase of one Ford Super Duty (83) | Local Ford Dealer | $ 57,000 | $ 78,000 | FY 26/28 | May VM Approval |
| Purchase of one Chevy Tahoe (969) | Currie Motors | $ 59,151 | $ 86,000 | FY 26/27 | May VM Approval |
| Purchase of three trailers (E372, E381, & E395) | Knapheide | $ 42,552 | $ 68,000 | FY 26/27 | May VM Approval |
| Purchase of one F150 (54) | Local Ford Dealer | $ 49,935 | $ 62,000 | FY 26/27 | May VM Approval |
| Purchase of one Ford Ranger (21) | Sutton Ford | $ 37,837 | $ 45,000 | FY 26/27 | May VM Approval |
| Purchase of one pressure washer trailer (E382) | Windy City | $ 23,274 | $ 30,000 | FY 26/27 | May Director Approval |
| Purchase of one trailer (E386) | Knapheide | $ 22,343 | $ 19,000 | FY 26/27 | May Director Approval |
| Upfit of five trucks (21, 54, 79, 83, & 85) | Monroe | $ 117,246 | Included in truck funds | FY 26/27 | June EPW Committee |
| Purchase of one TV truck (14) | EJ Equipment | $ 397,838 | $ 425,000 | FY 26/27 | June EPW Committee |
| Purchase one trailered generator (E274) | Interstate | $ 345,000 | $ 350,000 | FY 26/27 | June EPW Committee |
| Purchase of two speed trailers (E360 & E375) | Dana Safety | $ 46,000 | $ 46,000 | FY 26/27 | July VM Approval |
| **TOTALS:** | | **$ 5,864,677** | **$ 6,084,000** | | |

| Carryover Expenses | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Expense Request** | | **FY Expected** | **Status** |
| Purchase of 7 Chassis upfits(5, 9, 11, 31, 32, 34, 92, 94, 95, 97, & 99) | Bonnell | $ 2,075,424 | | FY 26/27 to 28/29 | Approved/Ordered |
| Purchase of one Aerial Truck (4) | USSI | $ 310,419 | | FY 27/28 | Approved/Ordered |
| Purchase of one Aerial Truck (20) | USSI | $ 274,971 | | FY 25/26 | Approved/Ordered |
| Purchase of one Ambulance (940) | Foster Coach | $ 411,474 | | FY 26/27 | Approved/Ordered |
| Purchase of one Ambulance (955) | Foster Coach | $ 486,720 | | FY 26/27 | Approved/Ordered |
| Purchase of one truck (5) | Transchicago | $ 160,000 | | FY 26/27 | Approved/Ordered |
| Purchase of two Ford Super Duty upfits (29 & 37) | Monroe | $ 66,853 | | FY 26/27 | Approved/Ordered |
| **TOTALS:** | | **$ 3,785,861** | | | |

# EQUIPMENT RATING

1. Age
    a. Number of Points = Current year - model year
2. Use
    a. 1 point for every 10,000 miles
    b. 1 point for every 1,000 hours of use
3. Service
    a. 1 Point = Admin
    b. 3 Points = Support
    c. 5 Points = Front Line
4. Reliability = Number of times equipment was down for repair last year:
    a. 0 Points = 0 times
    b. 1 Point = 1 - 4 times
    c. 3 Points = 5 - 14 times
    d. 5 Points = 15+ times
5. Maintenance and Repair Lifetime repair costs are:
    a. 1 Point = Less than 25% of purchase price
    b. 3 Points = 25 to 75% of purchase price
    c. 5 Points = More than 75% of purchase price
6. Condition = This rating is established by the shop foreman:
    a. 0 Points = Excellent
    b. 1 Point = Good
    c. 3 Points = Fair
    d. 5 Points = Poor
7. Overall rating = The sum of the equipment rating factor points are:
    a. 0 - 17 points = Excellent
    b. 18 - 22 points = Good
    c. 23 - 27 points = Qualifies for Replacement
    d. 28 < = Needs Immediate Consideration

Unit:

# 10964

| Department : | Fund: |
|---|---|
| FIRE | 101-FIRE |
| **Division:** | **Est. Price:** |
| FIRE FIGHT | $1,300,000 |

**Description:**

FIRE ENGINE 54

**Replacement Type:**

Like Kind

**Unit's Primary Use:**

Used as emergency response vehicle for any fire related emergency calls. Serves as a water pump for location and supplies the ladder truck with water.

## Needs Immediate Consideration

| Make | Year | Service |
|---|---|---|
| PIERCE | 2017 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| IMPELXM | 53 | 8 |

| Full Depreciation Date | Replacement Age (Months) | Vehicle Age (Months) |
|---|---|---|
| 11/1/2029 | 144 | 98 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| DIESL | 6000 | 7102 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $597,925 | $165,798 | 28% |

**Condition:**

Corrosion on frame, already exceeded replacement usage, 3 year build time at time of order for new one

| Total Points |
|---|
| 30 |
| Points for Service |
| 5 |
| Points for Reliability |
| 3 |
| Points for Age |
| 9 |
| Points for Usage |
| 7 |
| Points for M&R |
| 3 |
| Points for Condition |
| 3 |




Front View




Rear View




Side View



Suspension

Unit:

# 10965

| Department : | Fund: |
|---|---|
| FIRE | 101-FIRE |
| **Division:** | **Est. Price:** |
| FIRE FIGHT | $2,300,000 |

Description:

**100' TOWER LADDER 51**

Replacement Type:

**Like Kind**

Unit's Primary Use:

Used as heavy rescue unit with ladder for rescue and fire extinguishing.

## Qualifies for Replacement

| Make | Year | Service |
|---|---|---|
| PIERCE | 2016 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| VELOCITY | 54 | 5 |

| Full Depreciation Date | Replacement Age (Months) | Vehicle Age (Months) |
|---|---|---|
| 1/1/2027 | 120 | 108 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| DIESL | 6000 | 2370 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $1,077,754 | $283,114 | 26% |

Condition:

Start of frame corrosion, 4 year build time at time of order for new one

| Total Points |
|---|
| 26 |
| Points for Service |
| 5 |
| Points for Reliability |
| 3 |
| Points for Age |
| 10 |
| Points for Usage |
| 2 |
| Points for M&R |
| 3 |
| Points for Condition |
| 3 |



Front View




Side View




Rear View



Corrosion

Docusign Envelope ID: 54AC361B-EA37-4256-88FA-9FFA0953E9B9


4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number. All Participating Entity orders under this Agreement must be issued prior to expiration or cancellation of this Agreement; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Agreement.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

| Sourcewell | Pierce Manufacturing Inc.<br>an Oshkosh Corporation Business |
|---|---|
| Signed by: Jeremy Schwartz C0FD2A139D06489... | Signed by: Dan Meyer C51EE38204A549E... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Daniel M. Meyer |
| Title: Chief Procurement Officer | Title: Vice President Sales |
| Date: 1/6/2026 \| 6:06 PM CST | Date: 1/6/2026 \| 11:59 AM CST |

# RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

## Vendor Details

| | |
|---|---|
| Company Name: | Pierce Manufacturing Inc. |
| Does your company conduct business under any other name? If yes, please state: | Wisconsin |
| Address: | 2600 American Drive<br>Appleton, WI 54914 |
| Contact: | Carol Frank |
| Email: | cfrank@piercemfg.com |
| Phone: | 920-832-3218 |
| Fax: | 920-832-3218 |
| HST#: | 39-0139830 |

## Submission Details

| | |
|---|---|
| Created On: | Wednesday July 02, 2025 10:01:48 |
| Submitted On: | Wednesday August 20, 2025 09:26:00 |
| Submitted By: | Carol Frank |
| Email: | cfrank@piercemfg.com |
| Transaction #: | 82194105-5db9-4957-ab71-f81862bbbd65 |
| Submitter's IP Address: | 147.243.245.174 |

March 27, 2026

Fabio Puccini, Deputy Chief in Charge of Operations
Village of Schaumburg
1601 N Roselle Road
Schaumburg, IL 60195

Subject: **Proposal for one (1) Pierce Impel Pumper**
**Proposal / Bid 1422**

Dear Deputy Chief of Operations Puccini,

With regard to the above subject, please find attached our complete proposal. Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**

Sale Price – **$1,255,000.00***
***Sourcewell Consortium Pricing, Member ID 77951.***

**100% Performance Bond:**

Should the Village of Schaumburg elect to have us provide a Performance Bond, $3,697.00 will need to be added to the above sale price.

**100% Prepayment Option:**

Should the Village of Schaumburg elect to make 100% prepayment thirty (30) days from contract signing, a discount of ($113,852.00) can be subtracted from the above "Sale Price" resulting in a revised contract price of **$1,141,148.00 OR $1,144,845.00 with Performance Bond**.

**Terms and Conditions:**

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Schaumburg, IL

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due thirty (30) days after Contract signing for **Prepay discount** to be applicable.

Delivery* – 47 – 50 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for forty-five (45) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 630-303-8776 or john.kenna@macqueengroup.com .

We wish to thank the Village of Schaumburg for the opportunity to submit our proposal.

Respectfully,

*John Kenna*

John Kenna
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

March 26, 2026

Fabio Puccini, Deputy Chief in Charge of Operations
Village of Schaumburg
1601 N Roselle Road
Schaumburg, IL 60195

Subject: **Proposal for one (1) Pierce Velocity 100' RM Aerial Platform**
**Proposal / Bid 1413**

Dear Deputy Chief of Operations Puccini,

With regard to the above subject, please find attached our complete proposal. Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**

Sale Price – **$2,304,450.00***
***Sourcewell Consortium Pricing, Member ID 77951.***

**100% Performance Bond:**

Should the Village of Schaumburg elect to have us provide a Performance Bond, $6,806.00 will need to be added to the above sale price.

**100% Prepayment Option:**

Should the Village of Schaumburg elect to make 100% prepayment thirty (30) days from contract signing, a discount of ($214,557.00) can be subtracted from the above "Sale Price" resulting in a revised contract price of **$2,089,893.00 OR $2,096,699.00 with Performance Bond**.

**Terms and Conditions:**

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Schaumburg, IL

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery* – 47 – 50 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for forty-five (45) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 630-303-8776 or john.kenna@macqueengroup.com .

We wish to thank the Village of Schaumburg for the opportunity to submit our proposal.

Respectfully,

*John Kenna*

John Kenna
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Authorize Participation in the Suburban Purchasing Cooperative and Approve the Purchase of One Ford F-350 and One Ford F-450 to Sutton Ford**
**05/26/26**
**Village Board**

Presenter: Mark Rysavy, Support Services Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 6779010-7407 | $193,000 | $110,045 |

The budget status for this request is: Under Budget

Amount Under Budget: $82,955

***Executive Summary:***

One Ford F-350 and one Ford F-450 for the Engineering and Public Works (EPW) Department were approved for replacement with the FY 26/27 Vehicle Replacement Plan. The primary use of Truck 79 is sanitary repairs and snow and ice. Truck 85 is used for Storm sewer repairs to bring materials to and from job sites and snow and ice. Trucks 79 and 85 meet a replacement category of “Qualifies for Replacement".

A committee of Village employees worked together to determine the requirements for these new Ford trucks to build replacements that will best serve the Engineering and Public Works (EPW) Department. This agenda item consists of the costs for the vehicles only. The remaining budget will be used on the upfit for these three vehicles. The cost for each vehicle is listed below.

Truck 79 - $52,075
Truck 85 - $57,970

Staff recommend purchasing these two vehicles through Sutton Auto Group, who have been awarded the Suburban Purchasing Cooperative Contracts #222 & 226. Staff has budgeted for these two vehicles to arrive within FY 26/27, but there is a possibility that these could be delivered in FY 27/28. Upon receiving the new vehicles, the old vehicles will be sold on the public surplus auction website. Staff estimate a return value between $16,000 to $24,000.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize participation in the Suburban Purchasing Cooperative Contracts #222 & #226, and award the purchase of One Ford F-350 and one Ford F-450 to Sutton Ford Auto Group, of Matteson, IL, in an amount not to exceed the approved budget.

**ATTACHMENTS:**

- Budget Table
- Equipment Rating
- Scorecards
- Cooperative
- Quotes

## VEHICLE/UNIT REPLACEMENTS - 6779010-7407

| FY 26/27 Requests | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Budget Request** | **Budgeted Amount** | **FY Expected** | **Status** |
| Purchase of one Fire Truck (965) | MacQueen | $ 2,304,450 | $ 2,300,000 | FY 30/31 | May EPW Committee |
| Purchase of one Fire Engine (964) | MacQueen | $ 1,255,000 | $ 1,300,000 | FY 30/31 | May EPW Committee |
| Purchase of one Ambulance (958) | Foster Coach | $ 473,663 | $ 485,000 | FY 26/27 | May EPW Committee |
| Purchase of one Freightliner Truck (34) | Transchicago | $ 125,188 | $ 130,000 | FY 26/27 | May EPW Committee |
| Purchase of two Ford E-Transits (201 & 233) | Olathe Fleet | $ 111,430 | $ 131,000 | FY 26/27 | May EPW Committee |
| **Purchase of two Ford Super Duty (79 & 85)** | **Sutton Ford** | **$ 110,045** | **$ 193,000** | **FY 26/27** | **May EPW Committee** |
| Purchase of five Patrol Squads (108, 117, 122, 134, & 140), one Interceptor (970) | Currie Motors | $ 286,725 | $ 336,000 | FY 26/27 | May EPW Committee |
| Purchase of one Ford Super Duty (83) | Local Ford Dealer | $ 57,000 | $ 78,000 | FY 26/28 | May VM Approval |
| Purchase of one Chevy Tahoe (969) | Currie Motors | $ 59,151 | $ 86,000 | FY 26/27 | May VM Approval |
| Purchase of three trailers (E372, E381, & E395) | Knapheide | $ 42,552 | $ 68,000 | FY 26/27 | May VM Approval |
| Purchase of one F150 (54) | Local Ford Dealer | $ 49,935 | $ 62,000 | FY 26/27 | May VM Approval |
| Purchase of one Ford Ranger (21) | Sutton Ford | $ 37,837 | $ 45,000 | FY 26/27 | May VM Approval |
| Purchase of one pressure washer trailer (E382) | Windy City | $ 23,274 | $ 30,000 | FY 26/27 | May Director Approval |
| Purchase of one trailer (E386) | Knapheide | $ 22,343 | $ 19,000 | FY 26/27 | May Director Approval |
| Upfit of five trucks (21, 54, 79, 83, & 85) | Monroe | $ 117,246 | Included in truck funds | FY 26/27 | June EPW Committee |
| Purchase of one TV truck (14) | EJ Equipment | $ 397,838 | $ 425,000 | FY 26/27 | June EPW Committee |
| Purchase one trailered generator (E274) | Interstate | $ 345,000 | $ 350,000 | FY 26/27 | June EPW Committee |
| Purchase of two speed trailers (E360 & E375) | Dana Safety | $ 46,000 | $ 46,000 | FY 26/27 | July VM Approval |
| **TOTALS:** | | **$ 5,864,677** | **$ 6,084,000** | | |

| Carryover Expenses | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Expense Request** | | **FY Expected** | **Status** |
| Purchase of 7 Chassis upfits(5, 9, 11, 31, 32, 34, 92, 94, 95, 97, & 99) | Bonnell | $ 2,075,424 | | FY 26/27 to 28/29 | Approved/Ordered |
| Purchase of one Aerial Truck (4) | USSI | $ 310,419 | | FY 27/28 | Approved/Ordered |
| Purchase of one Aerial Truck (20) | USSI | $ 274,971 | | FY 25/26 | Approved/Ordered |
| Purchase of one Ambulance (940) | Foster Coach | $ 411,474 | | FY 26/27 | Approved/Ordered |
| Purchase of one Ambulance (955) | Foster Coach | $ 486,720 | | FY 26/27 | Approved/Ordered |
| Purchase of one truck (5) | Transchicago | $ 160,000 | | FY 26/27 | Approved/Ordered |
| Purchase of two Ford Super Duty upfits (29 & 37) | Monroe | $ 66,853 | | FY 26/27 | Approved/Ordered |
| **TOTALS:** | | **$ 3,785,861** | | | |

# EQUIPMENT RATING

1. Age
    a. Number of Points = Current year - model year
2. Use
    a. 1 point for every 10,000 miles
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3. Service
    a. 1 Point = Admin
    b. 3 Points = Support
    c. 5 Points = Front Line
4. Reliability = Number of times equipment was down for repair last year:
    a. 0 Points = 0 times
    b. 1 Point = 1 - 4 times
    c. 3 Points = 5 - 14 times
    d. 5 Points = 15+ times
5. Maintenance and Repair Lifetime repair costs are:
    a. 1 Point = Less than 25% of purchase price
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    c. 5 Points = More than 75% of purchase price
6. Condition = This rating is established by the shop foreman:
    a. 0 Points = Excellent
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    c. 3 Points = Fair
    d. 5 Points = Poor
7. Overall rating = The sum of the equipment rating factor points are:
    a. 0 - 17 points = Excellent
    b. 18 - 22 points = Good
    c. 23 - 27 points = Qualifies for Replacement
    d. 28 < = Needs Immediate Consideration

| Unit: | | |
|---|---|---|
| 10079 | | |
| Department : EPW | Fund: 572 | |
| Division: SANITARY | Est. Price: $93,000 | |
| Description: 4X4 PICKUP W/P | | |
| Replacement Type: F-350 w/Service Body | | |
| Unit's Primary Use: Used for repairs, snow and ice, and other various tasks. | | |

## Qualifies for Replacement

| Make | Year | Service |
|---|---|---|
| FORD | 2016 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| F250 | 43 | 3 |
| **Full Depreciation Date** | **Replacement Age (Months)** | **Vehicle Age (Months)** |
| 2/1/2022 | 72 | 119 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| RGUNL | 72000 | 33312 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $42,312 | $18,684 | 44% |

Condition:

Body and tailgate rotting

| Total Points |
|---|
| 27 |
| Points for Service: 5 |
| Points for Reliability: 1 |
| Points for Age: 10 |
| Points for Usage: 3 |
| Points for M&R: 3 |
| Points for Condition: 5 |




Front View



Rotting Tailgate



Body Rot



Wheel Well Corrosion

Unit:

# 10085

| Department : | Fund: |
|---|---|
| EPW | 572 |
| **Division:** | **Est. Price:** |
| STORM | $100,000 |

**Description:**
4X4 DUMP W/ PLOW

**Replacement Type:**
Like Kind w/Stainless bed

**Unit's Primary Use:**

Used primarily during repairs to bring material to and from jobsites and also to load with debris during Storm events.

## Qualifies for Replacement

| Make | Year | Service |
|---|---|---|
| FORD | 2016 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| F450 | 44 | 2 |

| Full Depreciation Date | Replacement Age (Months) | Vehicle Age (Months) |
|---|---|---|
| 4/1/2022 | 72 | 117 |
| **Fuel Type** | **Replacement Meter** | **Current Meter** |
| RGUNL | 72000 | 47732 |
| **Original Purchase Price** | **Maintenance Cost (LTD)** | **Maintenance %** |
| $59,153 | $36,905 | 62% |

**Condition:**
Body corrosion

| Total Points |
|---|
| 26 |
| Points for Service: 5 |
| Points for Reliability: 1 |
| Points for Age: 10 |
| Points for Usage: 4 |
| Points for M&R: 3 |
| Points for Condition: 3 |



Front View



Side View



Bed View



Suspension

SPC
SUBURBAN PURCHASING
COOPERATIVE

*A Joint Purchasing Program For Local Government Agencies*

July 10, 2023

Mr. Brian Tarpo
Fleet Manager
Sutton Ford
21315 Central Avenue
Matteson, IL 60443

Dear Mr. Tarpo,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the following awards to Sutton Ford, Matteson, IL from July 1, 2023 through June 30, 2024 with three possible, one-year contract extensions:

| Contract # | Vehicle |
|---|---|
| 221 | Ford F250 |
| 222 | Ford F350 Dual Rear Wheel Chassis Cab |
| 225 | F350 Single Rear Wheel Pick Up |
| 226 | F450 Chassis Cab |
| 227 | F550 Chassis Cab |

With acceptance of these contracts, Sutton Ford agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract is July 1, 2023 through June 30, 2024. The SPC reserves the right to extend this contract for up to three (3) additional one-year terms upon mutual agreement of both the vendor and the SPC on a negotiated basis.

Sutton Ford, Matteson will handle all billing. Each vehicle on all contracts will be assessed an administrative fee of **$150.00** per vehicle, which shall be paid directly by the vendor to the SPC on a quarterly basis.


***DuPage Mayors & Managers Conference***
*1220 Oak Brook Road*
*Oak Brook, IL 60523*
*Suzette Quintell*
*Phone: (630) 571-0480*
*Fax: (630) 571-0484*

***Northwest Municipal Conference***
*1600 East Golf Rd., Suite 0700*
*Des Plaines, IL 60016*
*Ellen Dayan, CPPB*
*Phone: (847) 296-9200*
*Fax: (847) 296-9207*

***South Suburban Mayors And Managers Association***
*1904 West 174th Street*
*East Hazel Crest, IL 60429*
*Kristi DeLaurentiis*
*Phone: (708) 206-1155*
*Fax: (708) 206-1133*

***Will County Governmental League***
*15905 Frederick Street*
*Suite 107*
*Plainfield, IL 60586*
*Cherie Belom*
*Phone: (815) 254-7700*

The SPC looks forward to a productive year working with Sutton Ford. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
Purchasing Director
Northwest Municipal Conference

Ellen Dayan, NWMC — 07.10.23 Date

Brian Tarpo, Sutton Ford — 7-10-23 Date


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*1220 Oak Brook Road*
*Oak Brook, IL 60523*
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79
FINAL

SPC
SUBURBAN PURCHASING
COOPERATIVE

# 2026 FORD F350 PICK UP SRW CONTRACT #225



Sutton Ford | COMMERCIAL & FLEET

WWW.SUTTONTRUCKS.COM

CONTACT: SCOTT OUREDNIK

PHONE: 708-720-8040

EMAIL: sourednik@suttonford.com

## 26 FORD F350 REG CAB 4X2

## BASE PRICE $43,497

Sutton Ford | COMMERCIAL & FLEET

Please enter the following information:

| | |
|---|---|
| Agency Name & Address | Village of Schaumburg<br>101 Schaumburg Ct.<br>Schaumburg, IL 60193 |
| Contact Name | Tom Doonan |
| Contact phone number | 847-721-6679 |
| Purchase order number | |
| Total Dollar amount | $52,075 |
| Total number of units | 1 |
| Tax Exempt # | E9980 4417 |
| Delivery Address | 1051 W. 7th St,<br>Monroe, WI 53566 |
| FIN CODE | QA196 |

**PLEASE SUBMIT P.O. & TAX EXEMPT LETTER WITH VEHICLE ORDER**

**Sutton Ford Commercial Truck Center**
**21315 Central Ave**
**Matteson, IL 60443**

**CONTACT : SCOTT OUREDNIK**

**PHONE : 708-720-8040**

**CELL / TEXT : 219-670-9099**

**EMAIL : sourednik@suttonford.com**

| SELECT | OPTION CODE | TRUCK MODEL | PRICE |
|---|---|---|---|
| | | ***F350 XL REGULAR CAB PICKUP SRW*** | |
| ☐ | F3A | 4X2 REG CAB - 142" WB - 8' BED | $43,497 |
| ☐ | F3B | 4X4 REG CAB - 142" WB - 8' BED | $47,143 |
| | | ***F350 XL SUPER CAB PICKUP SRW*** | |
| ☐ | X3A | 4X2 SUPER CAB - 148" WB - 6.5' BED | $46,713 |
| ☐ | X3A | 4X2 SUPER CAB - 164" WB - 8' BED | $46,908 |
| ☐ | X3B | 4X4 SUPER CAB - 148" WB - 6.5' BED | $49,242 |
| ☑ | X3B | 4X4 SUPER CAB - 164" WB - 8' BED | $49,427 |
| | | ***F350 XL CREW CAB PICKUP SRW*** | |
| ☐ | W3A | 4X2 CREW CAB - 160" WB - 6.5' BED | $48,046 |
| ☐ | W3A | 4X2 CREW CAB - 176" WB - 8' BED | $48,226 |
| ☐ | W3B | 4X4 CREW CAB - 160" WB - 6.5' BED | $50,578 |
| ☐ | W3B | 4X4 CREW CAB - 176" WB - 8' BED | $50,754 |
| | | **POWERTRAINS & AXLES** | |
| ☐ | 99N | 7.3L - 2V DEVCT NA PFI V8 GAS (REQ 17S, 4x4) | $1,365 |
| ☐ | 99T | 6.7L POWER STROKE V8 TURBO DIESEL | $10,006 |
| ☐ | 99M | 6.7L HO POWER STROKE V8 TURBO DIESEL | $12,281 |
| ☐ | X3H | AXLE, ELECTRONIC LOCKING RATIO 3.31 (DIESEL) | $392 |
| ☐ | X3J | AXLE, ELECTRONIC LOCKING RATIO 3.55 (DIESEL) | $392 |
| ☐ | X3E | AXLE, ELECTRONIC LOCKING RATIO 3.73 (GAS) | $392 |
| ☐ | X4M | AXLE, ELECTRONIC LOCKING RATIO 4.30 (GAS) | $392 |
| | | **TIRES / WHEELS** | |
| ☑ | TBM | LT245/75RX17E BSW AT | $150 |
| ☐ | TCH | LT275/65RX18E BSW AS | N/C |
| ☐ | TDX | LT275/70RX18E BSW AT (REQ 17S) | $241 |
| ☐ | TCW | LT275/65RX20E OWL AT (REQ 17S, N/A W/142" WB) | N/C |
| ☐ | 64F | WHEELS, 18" ARGENT PAINTED STEEL W/ XL | $414 |
| ☐ | 642 | WHEELS, 20" PREMIUM POLISHED (4X4 ONLY) | $1,292 |

| | | | |
|---|---|---|---|
| **SEATS** | | | |
| ***REGULAR CAB*** | | | |
| ☐ | AS | VINYL 40/20/40 | STD |
| ☐ | LS | VINYL 40/CONSOLE/40 | $323 |
| ☐ | 1S | CLOTH 40/20/40 | $91 |
| ☐ | 4S | CLOTH 40/CONSOLE/40 | $468 |
| ***SUPER & CREW CAB*** | | | |
| ☑ | AS | VINYL 40/20/40 | STD |
| ☐ | LS | VINYL 40/CONSOLE/40 | $323 |
| ☐ | 1S | CLOTH 40/20/40 - SUPER CAB | $91 |
| ☐ | 1S | CLOTH 40/20/40 - CREW CAB | $286 |
| ☐ | 4S | CLOTH 40/CONSOLE/40 - SUPER CAB | $468 |
| ☐ | 4S | CLOTH 40/CONSOLE/40 - CREW CAB | $559 |
| **OPTIONS** | | | |
| ☐ | 17X | FX4 OFF-ROAD PACKAGE<br>(REQ 4X4, AT TIRES, ELEC LOCKING DIFFERENTIAL) | $501 |
| ☐ | 17Z | XL OFF-ROAD PACKAGE (REQ 4X4) (N/A W/ 66D,17S) | $906 |
| ☐ | 17S | STX APPEARANCE PACKAGE | $2,834 |
| ☐ | 96V | XL CHROME VALUE PACKAGE | $296 |
| ☐ | 96D | XL DRIVER ASSIST PACKAGE | $665 |
| ☑ | 473 | SNOWPLOW PREP PACKAGE<br>(N/A W/ 67H, 63R) (REQ 4X4) | $228 |
| ☐ | 471 | CAMPER PACKAGE<br>(N/A W/ 66D, 20" WHEELS) | $145 |
| ☐ | 47B | SNOWPLOW/CAMPER PACKAGE<br>(N/A W/ 67H, 63R, 66D, 20" TIRES) (REQ 4X4) | $277 |
| ☐ | 67H | SUSPENSION PACKAGE, HEAVY SERVICE<br>(N/A W/ 473 SNOW PLOW) | $114 |
| ☐ | 68F | F350 GAS HEAVY DUTY PAYLOAD PACKAGE<br>(REG CAB, 4X2, 40/CON/40, SPARE TIRE DELETE) | $269 |
| ☐ | 18B | PLATFORM RUNNING BOARDS (REG CAB) | $291 |
| ☑ | 18B | PLATFORM RUNNING BOARDS (SUPER/CREW CAB) | $405 |
| ☐ | 592 | CLEARANCE LIGHTS, ROOF | $87 |
| ☐ | 41H | HEATER, ENGINE BLOCK | $173 |

| | | | |
|---|---|---|---|
| ☑ | 66S | UPFITTER SWITCHES - 6<br>(REQ UPGRADED ALTERNATOR) | $210 |
| ☐ | 62R | TRANSMISSION POWER TAKE-OFF PROVISION | $255 |
| ☐ | 435 | WINDOW, POWER SLIDING REAR<br>(REQ 924 PRIVACY GLASS) (N/A REG CAB) | $368 |
| ☑ | 924 | PRIVACY GLASS (N/A REG CAB) | $91 |
| ☐ | 41A | RAPID-HEAT SUPPLEMENTAL CAB HEATER (DIESEL) | $319 |
| ☑ | 85S | TOUGH BED SPRAY-IN LINER | $569 |
| ☐ | 85L | DROP-IN BEDLINER | $346 |
| ☐ | 85M | BED MAT (N/A W/ 85L, 85S) | $137 |
| ☑ | 61L | FRONT WHEEL WELL LINERS | $164 |
| ☐ | 61M | REAR WHEEL WELL LINERS | $164 |
| ☐ | 61N | FRONT & REAR WHEEL WELL LINERS | $296 |
| ☐ | 52S | INTERIOR WORK SURFACE (REQ 40/20/40 SEATS) | $128 |
| ☐ | 43K | 2kW PRO POWER (REQ 86M DUAL BATTERY) | $897 |
| ☐ | 874 | 360 CAMERA PACKAGE (REQ 96D XL DRIVER ASSIST) | $1,047 |
| ☐ | 76S | REMOTE START SYSTEM | $228 |
| ☐ | 61S & 62S | SPLASH GUARDS/MUD FLAPS (FRONT & REAR) | $119 |
| ☐ | 15J | GOOSENECK HITCH KIT (REQ 53W) | $228 |
| ☐ | 15L | 5TH WHEEL HITCH KIT - 20K (REQ 53W, 68U, 8' BED) | $1,224 |
| ☐ | 53W | 5TH WHEEL/GOOSENECK HITCH PREP PACKAGE | $592 |
| ☑ | 52B | TOW COMMAND INTEGRATED BRAKE CONTROLLER | $273 |
| ☐ | 91D | ON-BOARD SCALES & SMART HITCH (N/A W/ 4X2) | $592 |
| ☑ | 76C | EXTERIOR BACK UP CHIME | $210 |
| ☐ | 43C | 120V / 400W OUTLET | $160 |
| ☐ | 66L | BOX RAIL LIGHTING, LED LIGHTING SYSTEM | $54 |
| ☐ | 67E | EXTRA-EXTRA HEAVY DUTY ALTERNATOR - 250 AMP | $78 |
| ☑ | 67D | 190 AMP ALT FOR GAS, 250 AMP ALT FOR DIESEL | N/C |
| ☐ | 67B | DUAL EXTRA HEAVY-DUTY ALTERNATOR | $104 |
| ☐ | 86M | DUAL BATTERIES | $191 |
| ☐ | 86K | PROGRAMMABLE ENGINE IDLE SHUTDOWN TIMER | $228 |
| ☐ | 98F | CNG/PROPANE GASEOUS ENGINE PREP (6.8L ONLY) | $286 |
| ☐ | 19J | ALUMINUM CROSS BED TOOL BOX - MATTE BLACK<br>(WEATHER GUARD DEFENDER SERIES) | $960 |
| ☐ | 19K | ALUMINUM CROSS BED TOOL BOX - BRIGHT<br>(WEATHER GUARD MODEL # 127-0-02) | $960 |
| ☐ | 19H | PICKUP BOX BED SIDE STORAGE (REQ 17S OR 96V) | $1,543 |

| | | | |
|---|---|---|---|
| ☐ | 21D | TONNEAU PICK UP BOX COVER - SOFT FOLDING | $546 |
| ☐ | 21E | TONNEAU PICK UP BOX COVER - HARD FOLDING | $1,165 |
| ☐ | 21J | TONNEAU PICK UP BOX COVER - RETRACTABLE | $2,048 |
| ☐ | 85G | TAILGATE STEP | $342 |
| ☐ | 87B | RETRACTABLE BED STEP (CORNER) | $355 |
| ☐ | 87S | RETRACTABLE BED STEP (SIDE) | $710 |
| | | **FLEET OPTIONS** | |
| ☐ | 51X | SPARE TIRE DELETE | -$78 |
| ☐ | 91G | 360-DEGREE DUAL BEACON LED WARNING STROBES - AMBER-WHITE | $600 |
| ☐ | 91S | 360-DEGREE DUAL BEACON LED WARNING STROBES - AMBER | $600 |
| ☐ | 18A | VEHICLE INTEGRATION SYSTEM 2.0 - UPFIT | $364 |
| | | **COLOR** | |
| ☐ | UM | AGATE BLACK METALLIC | N/C |
| ☐ | E9 | ARGON BLUE METALLIC | N/C |
| ☐ | M7 | CARBONZIED GRAY METALLIC | N/C |
| ☐ | DR | AVALANCHE | N/C |
| ☐ | Z1 | OXFORD WHITE | N/C |
| ☑ | PQ | RACE RED | N/C |
| ☐ | GR | GREEN (FLEET ) | $600 |
| ☐ | W6 | GREEN GEM (FLEET ) | $600 |
| ☐ | JS | ICONIC SILVER METALLIC (FLEET) | $600 |
| ☐ | MB | ORANGE (FLEET) | $600 |
| ☐ | BY | SCHOOL BUS YELLOW (FLEET) | $600 |
| ☐ | E4 | VERMILLION RED (FLEET) | $600 |
| ☐ | AT | YELLOW (FLEET) | $600 |
| | | **DELIVERY / REGISTRATION** | |
| ☑ | DELIVERY | DELIVERY TO CUSTOMER / UPFITTER - 1 WAY | $175 |
| ☑ | PLATE | TITLE & "M" PLATES | $173 |
| ☐ | WARRANTY | FORD PROTECT PREMIUMCARE SERVICE CONTRACT 5 YEAR/100K MILES | $1,425 - GAS<br>$2,525 - DIESEL |

# 2026 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

# MAJOR PRODUCT CHANGES

## OVERVIEW

The 2026 Super Duty® builds on a simplified offering strategy while extending its long-established reputation for power, durability, and advanced technology. The SuperCab 148" Wheelbase is now available on XL. Ford Co-Pilot360® Technology and 360-Degree Cameras are available together across Trims. The 6.8L gas engine is standard on XL, XLT and Lariat. On King Ranch® trim and higher, the 7.3L gas becomes the standard engine. 6.7L Power Stroke® diesel remains an option for all Trims. Wheel upgrade options are associated with appearance packages. LED lamps are available to all Trims; included in STX and XLT Premium packages and standard Lariat/King Ranch/Platinum. 4x4 is standard beginning at XLT Trim.

**To learn more about the features on this vehicle, go to www.forduniversity.com**

## MODEL/SERIES/AVAILABILITY

- XL, XLT, Lariat King Ranch®, Platinum

## MECHANICAL

★ ***New/Changed***
- — SuperCab 148" WB
- — 4x2 – standard on XLT and Lariat

• ***Deleted***
- — None

## EXTERIOR

★ ***New/Changed***
- — Tire Pressure Monitor System (TPMS) – standard

• ***Deleted***
- — None

★ ***New Colors***
- — Argon Blue Metallic (E9)
- — Iconic Silver Metallic (JS) – Fleet Only
- — Marsh Gray (T9)

• ***Deleted Paint Colors***
- — Antimatter Blue Metallic
- — Darkened Bronze Metallic

## INTERIOR/COMFORT

★ ***New/Changed***
- — None

• ***Deleted***
- — None

## SAFETY/SECURITY

★ ***New/Changed***
- — None

• ***Deleted***
- — None

## FORD CO-PILOT360® TECHNOLOGY

★ ***New/Changed***
- — None

## FUNCTIONAL

★ ***New/Changed***
- — SecuriCode® Keyless Entry Keypad, Driver's Side (63B) – optional w/ XLT Premium Package (17P) and Lariat, King Ranch® and Platinum
- — SiriusXM with 360L (3-year plan) (52E)
- — SecuriCode® Wireless Keyless Entry Keypad, Driver's Side (DIO) – now optional on XL
- — Chrome Tubular Running Board (DIO)
- — Black Tubular Running Board (DIO)
- — Battery Jump Start System GB70 by NOCO w/ Case (DIO)
- — Hard Rolling Truck Bed Cover by RealTruck Advantage® (DIO)
- — Sport Roll Soft Roll-Up Truck Bed Cover by RealTruck Advantage® (DIO)
- — Tailgate Lettering – Matte Black by Tufskinz (DIO)
- — Tailgate Lettering – Carbon Fiber by Tufskinz (DIO)
- — Windshield Sunshade by Covercraft (DIO)
- — Super Duty Tool Kit – by AllTrade (DIO)
- — Illuminated Front Emblem (DIO)
- — Kicker Subwoofer (DIO)

• ***Deleted***
- — None

## PACKAGES

★ ***New/Changed***
- — Ford Connectivity Package (1-year included) – standard[1]
- — Ford Connectivity Package (One-time purchase – 7 years) – optional[2] (94D)
- — STX Appearance Package (17S) – now available on F-350 DRW; updated package content
- — XLT Premium Package (17P) – no longer requires Black Appearance Package (17L)
- — Lariat Premium Package (96W)
- — Tremor Off-Road Package (17Y) – Late Availability on XLT and Lariat unless ordered with Lariat Premium Package (96W) or Lariat Ultimate Package (96U). Now available on 6.7L Power Stroke® Diesel (99T)

• ***Deleted***
- — Lane Departure Warning from Tremor Off-Road Package (17Y)

[1] Ford Connectivity Package included for one-year from warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. To activate the one-year complimentary trial, retail modem authorization and credit card authorization for auto renewal is required; customer may cancel at any time.

[2] Select option for a one-time purchase of Ford Connectivity Package. Ford Connectivity Package will be active for 7 years on this vehicle (non-transferrable to another VIN) from warranty start date. Requires activation via FordPass® app. Not available for fleet orders. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.

**Product Changes and Features Availability**

Features, options, and package content subject to change. Please check www.fmcdealer.com for the most current information.

★ = New for this model year

# 2026 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

# STANDARD EQUIPMENT

The following features are standard on every 2026 MY SUPER DUTY® F-SERIES vehicle:

**MECHANICAL**

- Brakes – Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Engine
  - F-250/F-350: 6.8L 2V DEVCT NA PFI V8 Gas
  - F-450: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20
- Transmission
  - TorqShift®-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
  - TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.7L Diesel)

**EXTERIOR**

- Doors
  - Two (Regular Cab only)
  - Four (SuperCab/Crew Cab only)
- Glass
  - Solar-Tinted, complete (Std. XL)
  - Privacy (Std. XLT, Lariat, King Ranch®, and Platinum; NA front-seat windows)
- Jack
  - Three ton mechanical (F-250/F-350 SRW)
  - Four ton hydraulic (F-350 DRW/F-450)
- Lamps – pickup box and cargo area
- Manual Locking Front Hub (4x4)
- Moldings – tailgate and box-rail
- Spare tire, wheel, & frame mounted carrier
- Tailgate – removable w/ power lock, black handle
- "Three-Blink" lane change signal
- Tie-down hooks – pickup box, four (4)
- Tow hooks – front, two (2)
- Trailer Tow Package – 7 wire harness w/relays and 7/4 pin connector

**INTERIOR/COMFORT**

- Convenience
  - Coat hooks – LH/RH color-coordinated
  - Dash top tray
  - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
  - Handles, grab – driver & front-passenger
  - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
  - Map lights – dual (front and rear w/Crew Cab)
  - Powerpoint, auxiliary
  - Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock
- Door-Trim – color-coordinated, molded w/armrest/grab handle & reflector
- Headliner – color-coordinated cloth

**INTERIOR/COMFORT (continued)**

- Hood release
- Horn – dual electric
- Instrument panel – color-coordinated w/ glove box, 4 air registers w/positive shut off, powerpoint
- Scuff plates – front, color-coordinated;
- Steering – power
- Steering damper
- Windshield wipers – intermittent

**SAFETY/SECURITY**

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
  - Driver and Passenger frontal and side airbag/curtain
  - Passenger side airbag deactivation switch
- Center High-mounted Stop Lamp (CHMSL)
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Individual Tire Pressure Monitoring System (TPMS)
- Safety Belts
  - Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled
  - Color-coordinated w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Ford Security Package (1-year included with activation)

**FUNCTIONAL**

- Alternator
  - 157 160 (Std. XL)
  - 190 Amp (Std. XLT and Lariat)
  - 410 Amp Dual Alternators (250 Amp +160 Amp) (Std. King Ranch®, and Platinum)
- Axle
  - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350)
  - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350)
  - Mono-beam front axle w/coil spring suspension (wide front track) (F-450)
  - Rear – Non-Limited-Slip (F-250/F-350)
  - Rear – 4.30 Limited-Slip (F-450)
- Battery
  - Gas engine – Grp65 68AH 750-CCA, AGM
  - Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine)
- Oil minder system
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front

The following features are standard on select 2026MY SUPER DUTY® vehicles:

| MECHANICAL | XL | XLT | Lariat | King Ranch® | Platinum |
|---|---|---|---|---|---|
| Four-Wheel Disc Anti-Lock Brake System (ABS) – Roll Stability Control™ (RSC®)/Traction Control/Trailer Sway Control | • | • | • | • | • |
| 2.5" Built Ford Tough® Trailer Hitch Receiver | • | • | • | • | • |
| 3" Built Ford Tough® Trailer Hitch Receiver | | | | | |
| F-350 DRW Crew Cab (6.7L High Output Diesel w/ 4.10 Axle) and F-450 Crew Cab<br>**Note:** To find the maximum trailer weight allowed for your vehicle, consult your authorized dealer (or the RV and Trailer Towing Guide provided by your authorized dealer) | • | • | • | • | • |
| 4x4 Only | | | | | |
| Electronic-Shift-On-the-Fly (ESOF) | • | • | • | • | • |
| Drivetrain | | | | | |
| 4x2 | • | • | • | | |
| 4x4 | | | | • | • |

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

★ = New for this model year

• = Available

# STANDARD EQUIPMENT

| MECHANICAL (continued) | XL | XLT | Lariat | King Ranch® | Platinum |
|---|---|---|---|---|---|
| **Fuel Tanks** | | | | | |
| 29 Gallon (Diesel Engine) – 142" or 148" Wheelbase | • | • | | | |
| 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase | • | • | • | • | • |
| 34 Gallon (Gas Engine) – NA 176" Wheelbase | • | • | • | • | • |
| 48 Gallon (Gas Engine) – 176" Wheelbase | • | • | • | • | • |
| 48 Gallon (Diesel Engine) – 176" Wheelbase | • | • | • | • | • |
| **KEY EXTERIOR FEATURES** | | | | | |
| **Bumper – Front & Rear** | | | | | |
| Black painted | • | | | | |
| Chrome | | • | • | | |
| Accent-color | | | | • | |
| Body-color | | | | | • |
| **Grille** | | | | | |
| Black MIC | • | | | | |
| Bright Chrome | | • | | | |
| Bright Chrome w/ Chrome Inserts | | | • | | |
| Chrome – w/Caribou Inserts | | | | • | |
| Unique Painted Agate Black | | | | | • |
| **Rear Quarter Panel** | | | | | |
| Decal – 4x4 only | • | • | • | • | • |
| **Handles – Door** | | | | | |
| Black | • | • | | | |
| Body-color | | | • | • | • |
| **Headlamps/Taillamps/Lamps** | | | | | |
| Quad beam halogen jewel effect Headlamps | • | • | | | |
| Halogen Fog Lamps | | • | | | |
| LED Reflector Headlamps | | | • | • | |
| LED Projector Headlamps | | | | | • |
| Halogen with LED Reverse Taillamps | | | • | • | |
| LED Taillamps | | | | | • |
| AutoLamp (Auto On/Off Headlamps) | • | • | • | • | • |
| Automatic High Beam | | • | • | • | • |
| Center High-mounted Stop Lamp (LED on Lariat, King Ranch® and Platinum) | • | • | • | • | • |
| LED Fog lamps | | | • | • | • |
| LED Box Lighting (incl. LED Center High-Mounted Stop Lamp (CHMSL) | | | • | • | • |
| LED Roof Marker/Clearance Lamps (F-350 DRW/F-450) | • | • | • | • | • |
| Utility Lighting System (LED Side-mirror Spotlights) (see mirror descriptions below) | | | • | • | • |
| **Mirrors** | | | | | |
| BLIS® with Cross-traffic Alert with Trailer Coverage | | | • | • | • |
| Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals | • | • | | | |
| Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, Memory, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) (Black skull caps on Lariat, King Ranch® and Platinum) | | | • | • | • |
| **Power Equipment** | | | | | |
| Remote Tailgate Release | | | • | • | • |
| **Wheels (SRW)** | | | | | |
| 17" Argent Painted Steel w/Painted Hub Covers/Center Ornaments (F-250/F-350) | • | | | | |
| 18" Sparkle Silver Painted Cast Aluminum (F-250/F-350) | | • | | | |
| 18" Bright Machined and Carbonized Gray Painted Aluminum (F-250/F-350) | | | • | | |
| 20" Bright Machined Aluminum w/ Light Caribou Painted Pockets; Light Caribou Wheel Ornament with King Ranch Logo (F-250/F-350) | | | | • | |
| 20" Bright Machined and Ebony Black Painted Aluminum (F-250/F-350) | | | | | • |
| **Wheels (DRW)** | | | | | |
| 17" Argent Painted Steel (hub covers/center ornaments not included) (F-350) | • | • | | | |
| 17" Forged Polished Aluminum w/bright hub covers/center ornaments (F-350, front and rear outer; steel inner wheels) | | | • | • | • |
| 19.5" Forged Polished Aluminum w/bright hub covers/center ornaments (F-450, front and rear outer; steel inner wheels) | • | • | • | • | • |

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only
★ = New for this model year

• = Available

# STANDARD EQUIPMENT

| KEY INTERIOR/COMFORT FEATURES (continued) | XL | XLT | Lariat | King Ranch® | Platinum |
|---|---|---|---|---|---|
| Audio | | | | | |
| AM/FM stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab) | • | • | | | |
| B&O® Sound System by Bang & Olufsen® with HD Radio™ (8 speakers including subwoofer) | | | • | | |
| B&O® Unleashed Sound System by Bang & Olufsen® with HD Radio™ (14 speakers including subwoofer) | | | | • | • |
| SiriusXM with 360L<br>**Note:** Trial Length: A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles<br>SiriusXM with 360L Trial Subscription: Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service subject to the SiriusXM Customer Agreement and Privacy Policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite service not available in AK & HI. Certain features and/or content may not be available in vehicles with SiriusXM with 360L unless an active data connection is enabled in the vehicle. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries. | | | • | • | • |
| ★5G Modem[1] | • | • | • | • | • |
| ★ Ford Connectivity Package (1-year included)[2]<br>Ford Connectivity Package includes (features may vary by make and model)<br>– Unlimited Wi-Fi Hotspot | • | • | | | |
| ★ Ford Connectivity Package (1-year included)[2]<br>Ford Connectivity Package includes (features may vary by make and model)<br>– Unlimited Wi-Fi Hotspot<br>– Connected Navigation<br>– Audio and Video Streaming<br>– Voice Assistant<br>– Entertainment | | | • | • | • |
| SYNC® 4<br>– 8" LCD Capactive Touchscreen with Swipe Capability<br>– Wireless Phone Connection<br>– Cloud Connected<br>– AppLink® w/App Catalog<br>– 911 Assist®<br>– Apple CarPlay® and Android Auto™ Compatibility<br>– Digital Owner's Manual | • | • | | | |
| SYNC® 4 with Enhanced Voice Recognition<br>– 12" LCD Capacitive Touchscreen with Swipe Capability<br>– Information On Demand Panel<br>– Wireless Phone Connection<br>– Cloud Connected<br>– AppLink w/ App Catalog<br>– 911 Assist®<br>– Apple CarPlay® and Android Auto™ Compatibility<br>– Digital Owner's Manual<br>– Conversational Voice Command Recognition | | | • | • | • |
| FordPass® app<br>– Remotely start, lock and unlock vehicle<br>– Schedule specific times to remotely start vehicle<br>– Locate parked vehicle<br>– Check vehicle health status<br>– Activate available Connected Services | • | • | • | • | • |

[1] Modem activation is required to enable FordPass app remote features and most Connected Services. Ford TelematicsTM and Data Services Prep included for Fleet ONLY: 5G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford (833-327-3673)

[2] Ford Connectivity Package included for one-year from warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. To activate the one-year complimentary trial, retail modem authorization and credit card authorization for auto renewal is required; customer may cancel at any time.

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

★ = New for this model year

• = Available

# STANDARD EQUIPMENT

| KEY INTERIOR/COMFORT FEATURES (continued) | XL | XLT | Lariat | King Ranch® | Platinum |
|---|---|---|---|---|---|
| **Cupholders** | | | | | |
| Dual, instrument panel-mounted | | • | • | • | • |
| Integrated w/armrest on rear-seat | | | •(3) | • | • |
| **Door-Trim** | | | | | |
| Armrest, grab handle and reflector, power window/lock switches | • | | | | |
| Soft armrest, grab handle, power window/lock switches, molded upper appliqué, reflector (appliqué and armrest are accent-color); front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab | | • | • | | |
| Soft armrest, grab handle, power window/lock switches, upper appliqué, reflector; front and rear map pockets on Crew Cab | | | | • | • |
| **Floor Covering** | | | | | |
| Black vinyl | • | | | | |
| Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab) | | • | • | • | • |
| **Instrument Center** | | | | | |
| 4.2" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel | • | • | | | |
| 12" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel | | | • | • | • |
| Overhead Console – w/ storage bin and map lights | • | • | • | • | • |
| **Power Equipment** | | | | | |
| Accessory delay | • | • | • | • | • |
| Door-locks w/backlit switches | • | • | • | • | • |
| Windows w/backlit switches | • | • | • | • | • |
| **Powerpoint and Power Management** | | | | | |
| One (1) Powerpoint in front center under-seat storage | | • | | | |
| Two (2) Powerpoints in instrument panel | • | • | • | • | • |
| Two (2) Powerpoints in rear side of Flow-through Console | | | • | • | • |
| 120V/400W Outlet dash mounted | | • | • | • | • |
| 120V/400W Outlet in rear side of Flow-through Console | | • | • | • | • |
| Rear Parking Sensors w/ Reverse Brake Assist | | | • | • | • |
| **Rear View Camera** | | • | | | |
| Display in center-stack screen | • | • | • | • | • |
| **Rearview Mirror** | | | | | |
| 11.5" Day/Night | • | • | | | |
| Electrochromic self-dimming | | | • | • | • |
| Remote Start System | | | • | • | • |
| **Seats (Front)** | | | | | |
| HD vinyl, 40/20/40 split bench w/center armrest and cupholder | • | | | | |
| Cloth, 40/20/40 split bench, 20% center locking under-seat storage, w/center armrest, cupholder and storage; 8-way power driver seat | | • | | | |
| ActiveX® Trimmed, 40/Console/40 | | | • | | |
| Unique King Ranch® Kingsville Antique Affect Leather Seats, 40/Console/40 | | | | • | |
| Unique Platinum Leather seating surfaces, 40/Console/40 with Multicontour Seats (Driver and Passenger) | | | | | • |
| Manual lumbar support, driver's side | • | | | | |
| 8-way power driver seat (four-way power-adjustable track, two-way power recline and two-way power lumbar) | | • | | | |
| 8-way power driver & passenger seat (four-way power-adjustable track, two-way power recline and two-way power lumbar) | | | • | • | • |
| Two-way adjustable driver/passenger headrests | • | • | • | | |
| Four-way adjustable driver/passenger headrests | | | | • | • |
| Easy Entry Driver's Seat w/ Memory | | | • | • | • |
| Front center-seat-integrated restraints (SIR) | • | • | | | |
| **Seats (Rear) SuperCab** | | | | | |
| Vinyl, 60/40 fold-up bench seat | • | | | | |
| Cloth, 60/40 fold-up bench seat | | • | | | |

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only
★ = New for this model year

• = Available

# STANDARD EQUIPMENT

| KEY INTERIOR/COMFORT FEATURES (continued) | XL | XLT | Lariat | King Ranch® | Platinum |
|---|---|---|---|---|---|
| Seat (Rear) Crew Cab | | | | | |
| 60/40 bench w/flip-up/fold-down w/two (2) outboard head restraints and a center head restraint | • | • | | | |
| 60/40 bench w/flip-up seats & fold-down backrests, w/under-seat lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest | | | • | • | • |
| Vinyl | • | | | | |
| Cloth | | • | | | |
| ActiveX® | | | • | | |
| King Ranch® Kingsville Antique Affect Leather seating surface | | | | • | |
| Platinum Leather seating surface | | | | | • |
| Steering Wheel | | | | | |
| Urethane – Black w/redundant audio and SYNC® controls | • | • | | | |
| Wrapped Steering Wheel | | | • | | |
| Leather-wrapped – (King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum) | | | | • | • |
| Heated Steering Wheel | | | • | • | • |
| Cruise Control (steering wheel-mounted) | • | • | • | • | • |
| Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with memory on King Ranch®, Platinum) | • | • | • | • | • |
| Sun visors | | | | | |
| Color-coordinated cloth, driver w/pocket, passenger w/uncovered mirror | • | | | | |
| Color-coordinated cloth; both driver and passenger w/covered mirrors | | • | | | |
| Color-coordinated cloth; both driver and passenger w/illuminated visor vanity mirrors | | | • | • | • |
| **SAFETY/SECURITY** | | | | | |
| AdvanceTrac® with RSC® (Roll Stability Control™) | • | • | • | • | • |
| Autolock, Auto unlock, Rainlamp Wiper Activated Headlamps | • | • | • | • | • |
| SecuriLock® Passive Anti-Theft System | • | • | • | • | • |
| Driver and Passenger frontal and side airbag/curtain | • | • | • | • | • |
| Intelligent Access with Push-button Start (PEPS) | | | • | • | • |
| Remote Keyless-Entry | • | • | | | |
| Trailer Sway Control and Hill Start Assist | • | • | • | • | • |
| Ford Security Package (1-year included with activation) | • | • | • | • | • |

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only
★ = New for this model year

• = Available

SPC
SUBURBAN PURCHASING
COOPERATIVE

# 2026 FORD F450 DRW CHASSIS CONTRACT #226



Sutton Ford | COMMERCIAL & FLEET

WWW.SUTTONTRUCKS.COM


**CONTACT: SCOTT OUREDNIK**

**PHONE : 708-720-8040**

**EMAIL: souredniK@suttonford.com**


## 26 FORD F450 REG CAB 4X2 60 CA

## BASE PRICE $50,735

Please enter the following information:

**Agency Name & Address** _____

_____

_____

**Contact Name** _____

**Contact phone number** _____

**Purchase order number** _____

**Total Dollar amount** 57,970

**Total number of units** _____

**Tax Exempt #** _____

**Delivery Address** _____

_____

_____

**FIN CODE**

**PLEASE SUBMIT P.O. & TAX EXEMPT LETTER WITH VEHICLE ORDER**

**Sutton Ford Commercial Truck Center**
**21315 Central Ave**
**Matteson, IL 60443**

**CONTACT : SCOTT OUREDNIK**

**PHONE : 708-720-8040**

**CELL / TEXT : 219-670-9099**

**EMEMAIL: souredniK@suttonford.com**

# 2026 SUPER DUTY® CHASSIS CAB (F-350CC / F-450CC / F-550 / F-600)

# MAJOR PRODUCT CHANGES

## OVERVIEW

The 2026 Super Duty® Chassis Cab reinforces the long tradition of F-Series toughness and continues to meet the needs of a multitude of commercial vocations, as well as personal use towing customers. Trademark "Built Ford Tough®" attributes such as capability to get the job done, quality, reliability, power, breadth and depth of product choices are solidly behind Chassis Cab users.

**To learn more about the features on this vehicle, go to www.forduniversity.com**

## MODEL/SERIES/AVAILABILITY

- XL, XLT, Lariat

## MECHANICAL

★ ***New/Changed***
- None

● ***Deleted***
- None

## EXTERIOR

★ ***New/Changed***
- Tire Pressure Monitor System (TPMS) – standard

★ ***New Colors***
- Argon Blue Metallic (E9)
- Marsh Gray (T9)

● ***Deleted Colors***
- Antimatter Blue Metallic
- Darkened Bronze Metallic

## INTERIOR/COMFORT

★ ***New/Changed***
- None

## SAFETY/SECURITY

★ ***New/Changed***
- None

● ***Deleted***
- None

## FORD CO-PILOT360® TECHNOLOGY

★ ***New/Changed***
- None

## FUNCTIONAL

★ ***New/Changed***
- Ford Connectivity Package (1-year included) – standard[1]
- Ford Connectivity Package (One-time purchase – 7 years) (94D)– optional[2]
- Individual Tire Pressure Monitoring System (TPMS) – standard
- SecuriCode® Keyless Entry Keypad, Driver's Side (63B) – optional on Lariat
- SiriusXM with 360L (3-year plan) (52E)
- SecuriCode® Wireless Keyless Entry Keypad, Driver's Side (DIO) – now optional on XL
- Battery Jump Start System GB70 by NOCO w/Case (DIO)
- Windshield Sunshade by Covercraft (DIO)
- Super Duty Tool Kit – by AllTrade (DIO)
- Illuminated Front Emblem (DIO)
- Kicker Subwoofer (DIO)
- Vehicle Integration System 2.0 – now optional on XL

## PACKAGES

★ ***New/Changed***
- Payload Plus Upgrade Package 2 (68H)

**NOTE:Ford is restricting sales of 6.7L Diesel (99T) on F-550 with Payload Plus Upgrade Package 2 (68H) and F-600 6.7L Diesel (99T) to customers for registration outside of California, Massachusetts, Oregon, New York, Vermont and Washington.**

**Additionally, Ford is restricting sales of F-550 6.7L Diesel (99T) with Payload Plus Upgrade Package 1 (68M) to customers for registration in California, Massachusetts, Oregon, New York, Vermont and Washington only.**

[1] Ford Connectivity Package included for one-year from warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. To activate the one-year complimentary trial, retail modem authorization and credit card authorization for auto renewal is required; customer may cancel at any time.

[2] Select option for a one-time purchase of Ford Connectivity Package. Ford Connectivity Package will be active for 7 years on this vehicle (non-transferrable to another VIN) from warranty start date. Requires activation via FordPass® app. Not available for fleet orders. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.

**Product Changes and Features Availability**

Features, options, and package content subject to change. Please check www.fmcdealer.com for the most current information.

★ = New for this model year

# 2026 SUPER DUTY® CHASSIS CAB (F-350CC / F-450CC / F-550 / F-600)

# STANDARD EQUIPMENT

The following features are standard on every 2026 SUPER DUTY® Chassis Cab vehicle:

**MECHANICAL**

- Brakes – Four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel Engine Only)
- Transmission Power Take-Off Provision

**EXTERIOR**

- Doors
  - — Two (Regular Cab only)
  - — Four (SuperCab/Crew Cab only)
- Fuel Tank
  - — 40 gallon aft axle
  - — Diesel Exhaust Fluid (DEF) Tank Location:
    - ○ Aft-of-axle fuel tank is paired with the DEF tank located in the mid ship location, between the frame rails.
    - ○ Mid ship fuel tank is paired with the DEF tank located outside of the frame rail
    - ○ Dual tanks are paired with the DEF tank located outside of the frame rail
- Glass
  - — Solar-tinted complete (Std. on XL)
  - — Privacy (Std. on XLT and Lariat; NA front-seat windows)
- Manual Locking Hub (4x4)
- Scuff plates – front, color-coordinated
- "Three-Blink" lane change signal
- Tow hooks – front, (two) (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut and labeled
- Windshield wipers – intermittent

**INTERIOR/COMFORT**

- Convenience
  - — Coat hooks, LH/RH color-coordinated
  - — Dash top tray
  - — Dome lamp – LH/RH door activated & I/P switch operated w/delay
  - — Handles, grab – driver & front-passenger
  - — Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
  - — Map lights – dual (front and rear w/Crew Cab)
  - — 12V Powerpoint, auxiliary
- Door-trim – color-coordinated molded w/grab handle & reflector
- Gauges and Meters – Fuel, Transmission Temperature, Engine Coolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
- Headliner – color-coordinated cloth
- Instrument panel – color-coordinated w/ glove box, four (4) air registers w/positive shut-off and powerpoint

**INTERIOR/COMFORT (continued)**

- Instrumentation Center
  - — 4.2" LCD Productivity Screen in IP Cluster (standard on XL and XLT)
  - — 12" LCD Productivity Screen in IP Cluster (Standard on Lariat)
- Power Equipment Group – 1st row (front-seat) windows w/ one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay
- Overhead Console with 6 Upfitter Switches
- Steering – power
- Steering damper

**SAFETY/SECURITY**

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
  - — Driver and Passenger frontal and side airbag/curtain
  - — Passenger side airbag deactivation switch
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Lamps – LED Roof marker/clearance
- Safety Belts
  - — Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
  - — Color-coordinated safety belts w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Ford Security Package (1-year included with activation)

**FORD CO-PILOT360® TECHNOLOGY**

- AutoLamp – Auto On/Off Headlamps
- Cruise Control (steering wheel-mounted)

**FUNCTIONAL**

- Alternator
  - — XL:
    - ○ 7.3L 2 Valve Gas – 190 AMP
    - ○ 6.7L 4 Valve Diesel – 250 AMP
  - — XLT:
    - ○ 7.3L 2 Valve Gas – 410 AMP Dual
    - ○ 6.7L 4 Valve Diesel – 350 AMP Dual
  - — Lariat:
    - ○ 7.3L 2 Valve Gas – 410 AMP Dual
    - ○ 6.7L 4 Valve Diesel – 350 AMP Dual
- Hood release
- Horn – dual electric
- Oil minder system
- Shock absorbers – heavy-duty gas
- Springs, rear auxiliary
- Stabilizer bar – front and rear

The following features are standard on selected 2026MY SUPER DUTY® Chassis Cab vehicles:

| MECHANICAL | XL | XLT | LARIAT |
|---|---|---|---|
| **Engine** | | | |
| 7.3L 2V DEVCT NA PFI V8 Gas (F-350/F-450/F-550/F-600) | ● | ● | ● |
| **Drivetrain** | | | |
| 4x2 | ● | ● | |
| 4x4 | | | ● |
| **Transmission** | | | |
| Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal, Tow/Haul, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) | ● | ● | ● |
| **Base Alternator** | | | |
| 190 Amp (F-350/F-450/F-550/F-600 Std. on 7.3L Gas Engine) | ● | | |
| 250 Amp (F-350/F-450/F-550/F-600 w/ 6.7L Diesel Engine) | ● | | |
| 350 Amp Dual (F-350/F-450/F-550/F-600 w/ 6.7L Diesel) | | ● | ● |
| 410 Amp (F-350/F-450/F-550/F-600 w/ 7.3L Engine) | | ● | ● |
| **Axle** | | | |
| Monobeam front axle w/coil spring suspension (F-350 4x4, F-450, F-550 and F-600) | ● | ● | ● |
| Independent Twin-I-beam front axle w/coil spring suspension (F-350 4x2) | ● | ● | |

★ = New for this model year
● = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

# STANDARD EQUIPMENT

| MECHANICAL (continued) | XL | XLT | LARIAT |
|---|---|---|---|
| **Battery** | | | |
| 750 CCA, 68AH grp65 AGM Battery | ● | | |
| Dual 750 CCA, 68AH grp65 AGM Batteries | | ● | ● |
| **Fuel Tanks** | | | |
| 40 gallon aft axle | ● | ● | ● |
| **KEY EXTERIOR FEATURES** | | | |
| **Bumper – Front** | | | |
| Black painted steel w/grained MIC top cover and black lower air dam | ● | | |
| Chrome w/grained MIC top cover and black lower air dam | | ● | ● |
| **Grille** | | | |
| Black MIC | ● | | |
| Bright Chrome – two (2) bar | | ● | |
| Chrome – two (2) bar (includes additional chrome inserts) | | | ● |
| **Handles – Door and Tailgate** | | | |
| Black | ● | ● | |
| Body-color | | | ● |
| **Headlamps/Taillamps/Lamps** | | | |
| Quad-beam halogen jewel effect | ● | ● | |
| LED Reflector | | | ● |
| Halogen Taillamps | ● | ● | ● |
| Halogen Fog Lamps | | ● | |
| LED Fog lamps | | | ● |
| LED Roof Marker/Clearance Lamps | ● | ● | ● |
| Utility Lighting System (LED Side-mirror Spotlights) (see mirror descriptions below) | | | ● |
| **Mirrors** | | | |
| Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, Integrated Clearance Lamps/Turn Signals | ● | ● | |
| Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) | | | ● |
| **Wheels (SRW)** | | | |
| 18” Argent Painted Steel w/painted hub covers/center ornaments (F-350) | ● | | |
| 18” Sparkle Silver Painted Cast Aluminum w/bright hub covers/center ornaments (F-350) | | ● | |
| 18” Bright Machined Cast Aluminum w/Carbonized Gray Painted Pockets and bright hub covers/center ornaments (F-350) | | | ● |
| **Wheels (DRW)** | | | |
| 17” Argent Painted Steel (hub covers/center ornaments not included (F-350) | ● | ● | |
| 17” Forged Polished Aluminum w/bright hub covers/center ornaments (F-350) | | | ● |
| 19.5” Argent Painted Steel (F-450/F-550/F-600) | ● | ● | |
| 19.5” Forged Polished Aluminum w/bright hub covers/center ornaments (F-450/F-550) | | | ● |
| **Windows and Glass** | | | |
| 1st Row (front-seat) – Power w/one-touch up/down | ● | ● | ● |
| 2nd Row (rear-seat) – Power | ●(2,3) | ●(2,3) | ●(2,3) |
| Rear (backlight) – Fixed | ● | ● | |
| Rear (backlight) – Fixed w/defrost | | | ● |
| Solar-tinted glass (complete) | ● | | |
| Privacy glass, (rear backlight on all cabs; 2nd Row (rear-seat) windows on SuperCab and Crew Cab. Other glass is solar-tinted.) | | ● | ● |
| **KEY INTERIOR/COMFORT FEATURES** | | | |
| **Air Conditioning** | | | |
| Manual, Single Zone | ● | ● | |
| Dual-Zone Electronic Automatic Temperature Control (DEATC) | | | ● |

★ = New for this model year
● = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

# STANDARD EQUIPMENT

| KEY INTERIOR/COMFORT FEATURES (continued) | XL | XLT | LARIAT |
|---|---|---|---|
| **Audio** | | | |
| AM/FM stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab) | ● | ● | |
| SiriusXM with 360L<br>**Note:** Trial Length: A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles<br>SiriusXM with 360L Trial Subscription: Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service subject to the SiriusXM Customer Agreement and Privacy Policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite service not available in AK & HI. Certain features and/or content may not be available in vehicles with SiriusXM with 360L unless an active data connection is enabled in the vehicle. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries. | | | ● |
| B&O® Sound System by Bang & Olufsen w/ HD Radio™ (eight (8) speakers including subwoofer) | | | ● |
| ★5G Modem[1] | ● | ● | ● |
| ★Ford Connectivity Package (1-year included[2])<br>Ford Connectivity Package includes (features may vary by make and model):<br>– Unlimited Wi-Fi Hotspot | ● | ● | |
| ★Ford Connectivity Package (1-year included[2])<br>Ford Connectivity Package includes (features may vary by make and model):<br>– Unlimited Wi-Fi Hotspot<br>– Connected Navigation<br>– Audio and Video Streaming<br>– Voice Assistant<br>– Entertainment | | | ● |
| SYNC® 4<br>– 8" LCD Capacitive Touchscreen with Swipe Capability<br>– Wireless Phone Connection<br>– Cloud Connected<br>– AppLink® w/ App Catalog<br>– 911 Assist®<br>– Apple CarPlay™ and Android Auto™ Compatibility<br>– Digital Owner's Manual | ● | ● | |
| SYNC® 4 with Enhanced Voice Recognition<br>– 12" LCD Capacitive Touchscreen with Swipe Capability<br>– Information On Demand Panel<br>– Wireless Phone Connection<br>– Cloud Connected<br>– AppLink® w/ App Catalog<br>– 911 Assist®<br>– Apple CarPlay® and Android Auto™ Compatibility<br>– Digital Owner's Manual<br>– Conversational Voice Command Recognition | | | ● |
| FordPass® app<br>– Remotely start, lock and unlock vehicle<br>– Schedule specific times to remotely start vehicle– Locate parked vehicle<br>– Check vehicle health status<br>– Activate available Connected Services | ● | ● | ● |
| **Cupholders** | | | |
| Dual, instrument panel-mounted | ● | ● | ● |
| Integrated w/armrest on rear-seat | | | ●(3) |
| **Door-Trim** | | | |
| Armrest, grab handle and reflector | ● | | |
| Soft armrest, grab handle, power window/lock switches and reflector; front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab | | ● | |
| Soft armrest, grab handle, power window/lock switches, upper applique, reflector; front and rear map pockets on Crew Cab | | | ● |

[1] Modem activation is required to enable FordPass app remote features and most Connected Services. Ford Telematics™ and Data Services Prep included for Fleet ONLY: 5G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford (833-327-3673)

[2] Ford Connectivity Package included for one-year from warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. To activate the one-year complimentary trial, retail modem authorization and credit card authorization for auto renewal is required; customer may cancel at any time.

★ = New for this model year
● = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

# STANDARD EQUIPMENT

| KEY INTERIOR/COMFORT FEATURES (continued) | XL | XLT | LARIAT |
|---|---|---|---|
| **Floor Covering** | | | |
| Black vinyl | ● | | |
| Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab) (deleted when all-weather floor mats are ordered) | | ● | ● |
| **Instrumentation Center** | | | |
| 4.2' Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications five (5) button message control on steering wheel (included with the SYNC® and SYNC® Services) | ● | ● | |
| 12" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel | | | ● |
| Overhead Console – with storage bin and map lights | ● | ● | ● |
| **Power Equipment** | | | |
| Accessory delay | ● | ● | ● |
| Door-locks w/backlit switches | ● | ● | ● |
| Windows w/backlit switches | ● | ● | ● |
| **Powerpoint and 120V/400W Outlet** | | | |
| One (1) Powerpoint in front center under-seat storage | | ● | |
| Two (2) Powerpoints in instrumentation center | ● | ● | ● |
| Two (2) Powerpoints in rear side of Flow-through Console | | | ● |
| 120V/400W Outlet dash mounted | | ● | ● |
| 120V/400W Outlet in rear side of Flow-through Console | | | ● |
| 120V/400W Inverter outlet in IP | | ● | ● |
| **Rearview Mirror** | | | |
| 11.5" day/night | ● | ● | |
| Electrochromic self-dimming | | | ● |
| Remote Start System | | | ● |
| **Seats (Front)** | | | |
| HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage | ● | | |
| Cloth, 40/20/40 split bench, 20% center under-seat storage, w/center armrest, cupholder and storage | | ● | |
| ActiveX® Trimmed, 40/Console/40 | | | ● |
| Manual lumbar support, driver's side | ● | ● | |
| 8-way power driver & power front-passenger seats (four-way power-adjustable track, two-way power recline and two-way power lumbar) | | | ● |
| Two-way adjustable driver/passenger headrests | ● | ● | ● |
| Easy Entry Driver's Seat w/ Memory | | | ● |
| **Seats (Rear) SuperCab** | | | |
| Vinyl, 60/40 fold-up bench seat | ● | | |
| Cloth, 60/40 fold-up bench seat | | ● | |
| **Seats (Rear) Crew Cab** | | | |
| 60/40 bench w/flip-up/fold-down w/2 outboard head restraints and a center head restraint | ● | | |
| 60/40 bench w/flip-up seats & fold-down backrests, two (2) outboard head restraints and a center head restraint. | | ● | |
| 60/40 bench w/flip-up seats & fold-down backrests w/under-seat lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest | | | ● |
| Vinyl | ● | | |
| Cloth | | ● | |
| Leather | | | ● |
| **Steering Wheel** | | | |
| Urethane – Black – w/redundant audio and SYNC® controls | ● | ● | |
| Wrapped – w/redundant audio and SYNC® controls | | | ● |
| Heated Steering Wheel | | | ● |
| Cruise Control (steering wheel-mounted) | ● | ● | ● |
| Tilt and Telescoping steering wheel/column (Manual) | ● | ● | ● |
| **Sun Visors** | | | |
| Color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror | ● | | |
| Color-coordinated Cloth, both driver and passenger w/covered mirrors | | ● | |
| Color-coordinated Cloth; both driver and passenger w/covered illuminated visor vanity mirror | | | ● |
| **SAFETY/SECURITY** | **XL** | **XLT** | **LARIAT** |
| AdvanceTrac® with RSC® (Roll Stability Control™) | ● | ● | ● |
| AutoLamp (Auto On/Off Headlamps), Rainlamp Wiper Activated Headlamps | ● | ● | ● |
| Autolock, Auto unlock | ● | ● | ● |
| Ford Security Package (1-year included with activation) | ● | ● | ● |
| Remote Keyless Entry | ● | ● | ● |
| SecuriLock® Passive Anti-Theft System (PATS) | ● | ● | ● |
| Trailer Sway Control and Hill Start Assist | ● | ● | ● |

★ = New for this model year
● = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

| SELECT | OPTION CODE | TRUCK MODEL | PRICE |
|---|---|---|---|
| | | ***F450 XL REGULAR CHASSIS CAB DRW*** | |
| ☐ | F4G | 4X2 REG CAB 60" CA - 145" WB | $50,735 |
| ☐ | F4G | 4X2 REG CAB 84" CA - 169" WB | $52,748 |
| ☐ | F4G | 4X2 REG CAB 108" CA - 193" WB | $52,902 |
| ☐ | F4G | 4X2 REG CAB 120" CA - 205" WB | $53,062 |
| ☐ | F4H | 4X4 REG CAB 60" CA - 145" WB | $55,202 |
| ✔ | F4H | 4X4 REG CAB 84" CA - 169" WB | $55,360 |
| ☐ | F4H | 4X4 REG CAB 108" CA - 193" WB | $55,515 |
| ☐ | F4H | 4X4 REG CAB 120" CA - 205" WB | $55,674 |
| | | ***F450 XL SUPER CHASSIS CAB DRW*** | |
| ☐ | X4G | 4X2 SUPER CAB 60" CA - 168" WB | $53,722 |
| ☐ | X4G | 4X2 SUPER CAB 84" CA - 192" WB | $53,879 |
| ☐ | X4H | 4X4 SUPER CAB 60" CA - 168" WB | $56,882 |
| ☐ | X4H | 4X4 SUPER CAB 84" CA - 192" WB | $57,036 |
| | | ***F450 XL CREW CHASSIS CAB DRW*** | |
| ☐ | W4G | 4X2 CREW CAB 60" CA - 179" WB | $54,675 |
| ☐ | W4G | 4X2 CREW CAB 84" CA - 203" WB | $54,839 |
| ☐ | W4H | 4X4 CREW CAB 60" CA - 179" WB | $57,839 |
| ☐ | W4H | 4X4 CREW CAB 84" CA - 203" WB | $57,991 |
| | | **POWERTRAINS & AXLES** | |
| ☐ | 99T | 6.7L POWER STROKE V8 TURBO DIESEL | $10,006 |
| ☐ | X4N | AXLE, LIMITED SLIP 4.10 RATIO (6.7L) | $360 |
| ☐ | X4L | AXLE, LIMITED SLIP 4.30 RATIO (6.7L) | $360 |
| ☐ | X8L | AXLE, LIMITED SLIP 4.88 RATIO (6.7L OR 7.3L) | $360 |
| | | **TIRES / WHEELS** | |
| ☐ | TGM | LT225/70RX19.5G BSW TRACTION (4) A/P (2) | $173 |
| ✔ | TGK | LT225/70RX19.5G BSW TRACTION (6) 4X4 | $195 |
| ☐ | 945 | STAINLESS STEEL WHEEL COVER, 19.5" | $455 |
| ✔ | 512 | SPARE TIRE, JACK, & WHEEL | $319 |

| | | | |
|---|---|---|---|
| **SEATS** | | | |
| ***REGULAR CAB*** | | | |
| ☑ | AS | VINYL 40/20/40 | STD |
| ☐ | LS | VINYL 40/CONSOLE/40 | $323 |
| ☐ | 1S | CLOTH 40/20/40 | $91 |
| ☐ | 4S | CLOTH 40/CONSOLE/40 | $468 |
| ***SUPER & CREW CAB*** | | | |
| ☐ | AS | VINYL 40/20/40 | STD |
| ☐ | LS | VINYL 40/CONSOLE/40 | $323 |
| ☐ | 1S | CLOTH 40/20/40 - SUPER CAB | $91 |
| ☐ | 1S | CLOTH 40/20/40 - CREW CAB | $286 |
| ☐ | 4S | CLOTH 40/CONSOLE/40 - SUPER CAB | $468 |
| ☐ | 4S | CLOTH 40/CONSOLE/40 - CREW CAB | $559 |
| **OPTIONS** | | | |
| ☐ | 96V | XL CHROME VALUE PACKAGE | $296 |
| ☑ | 473 | SNOWPLOW PACKAGE<br>(N/A W/ 67X, 67H, 47A, 47L, 47J) | $228 |
| ☐ | 67X | SUSPENSION PACKAGE, EXTRA HEAVY SERVICE | $114 |
| ☑ | 67H | SUSPENSION PACKAGE, HEAVY SERVICE | $114 |
| ☐ | 67P | EXTRA HD FRONT END SUSPENSION - GAWR 7,500#<br>(REQ 4.30 OR 4.88 AXLE) (N/A W/ 67H, 67X, 473) | $260 |
| ☐ | 68D | PAYLOAD DOWNGRADE PACKAGE - 15,000 GVWR | N/C |
| ☑ | 68L | 16,000 GVWR PACKAGE | N/C |
| ☐ | 98G | CNG/LPG FUEL CAPABLE ENGINE<br>(7.3L GAS & REG CAB ONLY) | $286 |
| ☑ | 18B | PLATFORM RUNNING BOARDS (REG CAB) | $291 |
| ☐ | 18B | PLATFORM RUNNING BOARDS (SUPER/CREW CAB) | $405 |
| ☐ | 65M | FUEL TANK, 26.5 GAL MIDSHIP | $114 |
| ☐ | 65C | FUEL TANK, DUAL DIESEL (26.5 & 40 GAL) | $569 |
| ☐ | 41H | HEATER, ENGINE BLOCK | $173 |
| ☐ | 41P | SKID PLATE PACKAGE (4X4 ONLY) | $91 |

| | | | |
|---|---|---|---|
| ☐ | 86S | LOW DEFLECTION PACKAGE (N/A W/ 145" WB 4X4) | $100 |
| ☑ | 52B | TOW COMMAND INTEGRATED BRAKE CONTROLLER | $273 |
| ☑ | 61J | TIRE JACK, HYDRAULIC | $50 |
| ☐ | 535 | HIGH CAPACITY DUTY TRAILER TOW (DIESEL) | $528 |
| ☐ | 41A | RAPID-HEAT SUPPLEMENTAL CAB HEATER (DIESEL) | $319 |
| ☑ | 61L | FRONT WHEEL WELL LINERS | $164 |
| ☑ | 872 | REAR VIEW CAMERA & PREP PACKAGE | $468 |
| ☐ | 59H | CENTER HIGH MOUNT STOP LAMP - CHMSL | $91 |
| ☑ | 76C | EXTERIOR BACK UP CHIME | $210 |
| ☐ | 52S | INTERIOR WORK SURFACE (REQ 40/20/40 SEATS) | $128 |
| ☐ | 43K | 2kW PRO POWER (REQ 86M DUAL BATTERY) | $897 |
| ☑ | 60X | AUTOMATED EMERGENCY BRAKING (AEB) REMOVAL | N/C |
| ☐ | 86K | PROGRAMMABLE ENGINE IDLE SHUTDOWN TIMER | $228 |
| ☐ | 86M | DUAL BATTERIES | $191 |
| ☐ | 43C | 110V / 400W OUTLET<br>(REQ 86M DUAL BATTERIES W/ 7.3L GAS) | $160 |
| ☐ | 63C | AFT-AXLE FRAME EXTENSION (BEYOND WHEEL BASE)<br>(REQ 145" OR 169" WHEEL BASE) | $104 |
| ☐ | 67B | DUAL EXTRA HEAVY-DUTY ALTERNATOR | $104 |
| ☐ | 47A | AMBULANCE PREP PACKAGE - LIMITED PRODUCTION | $1,096 |
| ☐ | 47L | AMBULANCE PREP PACKAGE (SPECIAL EMISSIONS)<br>(REQ 6.7L DIESEL) - LIMITED PRODUCTION | $1,096 |
| ☐ | 47J | FIRE RESCUE PREP PACKAGE (SPECIAL EMISSIONS)<br>(REQ 6.7L DIESEL) - LIMITED PRODUCTION | $1,096 |

| FLEET OPTIONS | | | |
|---|---|---|---|
| ☐ | 927 | CUSTOMIZABLE SPEED LIMIT (75 MPH) | $73 |
| ☐ | 18A | VEHICLE INTEGRATIN SYSTEM 2.0 | $364 |
| ☐ | 91G | 360-DEGREE DUAL BEACON LED WARNING STROBES - AMBER-WHITE (REQ 59H CHMSL) | $600 |
| ☐ | 91S | 360-DEGREE DUAL BEACON LED WARNING STROBES - AMBER (REQ 59H CHMSL) | $600 |

| COLOR | | | |
|---|---|---|---|
| ☐ | UM | AGATE BLACK METALLIC | N/C |
| ☐ | E9 | ARGON BLUE METALLIC | N/C |
| ☐ | DR | AVALANCHE | N/C |
| ☐ | M7 | CARBONIZED GRAY METTALIC | N/C |
| ☐ | Z1 | OXFORD WHITE | N/C |
| ☑ | PQ | RACE RED | N/C |
| ☐ | GR | GREEN (FLEET ) | $600 |
| ☐ | W6 | GREEN GEM (FLEET ) | $600 |
| ☐ | JS | ICONIC SILVER METALLIC | $600 |
| ☐ | MB | ORANGE (FLEET) | $600 |
| ☐ | BY | SCHOOL BUS YELLOW (FLEET) | $600 |
| ☐ | E4 | VERMILLION RED (FLEET) | $600 |
| ☐ | AT | YELLOW (FLEET) | $600 |
| ☐ | 95K | SCHOOL BUS YELLOW W/ AGATE BLACK HOOD (FLEET) | $150 |
| **DELIVERY / REGISTRATION** | | | |
| ☑ | DELIVERY | DELIVERY TO CUSTOMER / UPFITTER - 1 WAY | $175 |
| ☑ | PLATE | TITLE & "M" PLATES | $173 |
| ☐ | WARRANTY | FORD PROTECT PREMIUMCARE SERVICE CONTRACT 5 YEAR/100K MILES | $2,200 - GAS<br>$2,600 - DIESEL |

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Authorize Participation in the Sourcewell Cooperative Purchasing Program and Award the Purchase of Two Ford E-Transits to Olathe Fleet**
**05/26/26**
**Village Board**

Presenter: Mark Rysavy, Support Services Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 6779010-7407 | $131,000 | $111,430 |

The budget status for this request is: Under Budget

Amount Under Budget: $19,570

***Executive Summary:***

Two Ford E-Transits for the Engineering and Public Works (EPW) Department were approved for replacement with the FY 26/27 Vehicle Replacement Plan. The primary use of two Ford E-Transits is for maintenance and repair of village facilities. Vehicle 201 is a planned replacement for the Facilities Division and 233 met a replacement category of “Needs Immediate Consideration".

A committee of Village employees worked together to determine the requirements for these new Ford E-Transits to build replacements that will best serve the EPW Department. The costs of the vehicles and upfit are included through Olathe Fleet. The two E-Transits quoted are the only two E-Transits in stock at Olathe Fleet. These vehicles come white and will need to be wrapped or painted red with a cost of $4,000 to $6,000 each. This is not included in the vehicle price below, but will still be under budget once completed. Staff is evaluating the benefit at resale of the wrapping process versus painting the vehicle against the durability of each process and will advise on which option is chosen.

201 - $55,715
233 - $55,715

Staff recommends purchasing these two vehicles through Olathe Fleet, who has been awarded the Sourcewell Cooperative Purchasing Contract #032824. Staff has budgeted for these two vehicles to arrive within FY 26/27. Upon receiving the new vehicles, the old vehicles will be sold on the public surplus auction website. Staff estimates a return value between $8,000 to $13,000.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize participation in the Sourcewell Cooperative Purchasing Contract #032824 and award the purchase of two Ford E-Transits to Olathe Fleet of Olathe, KS, in an amount not to exceed the approved budget.

**ATTACHMENTS:**

- Budget Table
- Equipment Rating
- Scorecards
- Cooperative
- Quote

## VEHICLE/UNIT REPLACEMENTS - 6779010-7407

| FY 26/27 Requests | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Budget Request** | **Budgeted Amount** | **FY Expected** | **Status** |
| Purchase of one Fire Truck (965) | MacQueen | $ 2,304,450 | $ 2,300,000 | FY 30/31 | May EPW Committee |
| Purchase of one Fire Engine (964) | MacQueen | $ 1,255,000 | $ 1,300,000 | FY 30/31 | May EPW Committee |
| Purchase of one Ambulance (958) | Foster Coach | $ 473,663 | $ 485,000 | FY 26/27 | May EPW Committee |
| Purchase of one Freightliner Truck (34) | Transchicago | $ 125,188 | $ 130,000 | FY 26/27 | May EPW Committee |
| **Purchase of two Ford E-Transits (201 & 233)** | **Olathe Fleet** | **$ 111,430** | **$ 131,000** | **FY 26/27** | **May EPW Committee** |
| Purchase of two Ford Super Duty (79 & 85) | Sutton Ford | $ 110,045 | $ 193,000 | FY 26/27 | May EPW Committee |
| Purchase of five Patrol Squads (108, 117, 122, 134, & 140), one Interceptor (970) | Currie Motors | $ 286,725 | $ 336,000 | FY 26/27 | May EPW Committee |
| Purchase of one Ford Super Duty (83) | Local Ford Dealer | $ 57,000 | $ 78,000 | FY 26/28 | May VM Approval |
| Purchase of one Chevy Tahoe (969) | Currie Motors | $ 59,151 | $ 86,000 | FY 26/27 | May VM Approval |
| Purchase of three trailers (E372, E381, & E395) | Knapheide | $ 42,552 | $ 68,000 | FY 26/27 | May VM Approval |
| Purchase of one F150 (54) | Local Ford Dealer | $ 49,935 | $ 62,000 | FY 26/27 | May VM Approval |
| Purchase of one Ford Ranger (21) | Sutton Ford | $ 37,837 | $ 45,000 | FY 26/27 | May VM Approval |
| Purchase of one pressure washer trailer (E382) | Windy City | $ 23,274 | $ 30,000 | FY 26/27 | May Director Approval |
| Purchase of one trailer (E386) | Knapheide | $ 22,343 | $ 19,000 | FY 26/27 | May Director Approval |
| Upfit of five trucks (21, 54, 79, 83, & 85) | Monroe | $ 117,246 | Included in truck funds | FY 26/27 | June EPW Committee |
| Purchase of one TV truck (14) | EJ Equipment | $ 397,838 | $ 425,000 | FY 26/27 | June EPW Committee |
| Purchase one trailered generator (E274) | Interstate | $ 345,000 | $ 350,000 | FY 26/27 | June EPW Committee |
| Purchase of two speed trailers (E360 & E375) | Dana Safety | $ 46,000 | $ 46,000 | FY 26/27 | July VM Approval |
| **TOTALS:** | | **$ 5,864,677** | **$ 6,084,000** | | |

| Carryover Expenses | | | | | |
|---|---|---|---|---|---|
| **Unit** | **Vendor** | **Expense Request** | | **FY Expected** | **Status** |
| Purchase of 7 Chassis upfits(5, 9, 11, 31, 32, 34, 92, 94, 95, 97, & 99) | Bonnell | $ 2,075,424 | | FY 26/27 to 28/29 | Approved/Ordered |
| Purchase of one Aerial Truck (4) | USSI | $ 310,419 | | FY 27/28 | Approved/Ordered |
| Purchase of one Aerial Truck (20) | USSI | $ 274,971 | | FY 25/26 | Approved/Ordered |
| Purchase of one Ambulance (940) | Foster Coach | $ 411,474 | | FY 26/27 | Approved/Ordered |
| Purchase of one Ambulance (955) | Foster Coach | $ 486,720 | | FY 26/27 | Approved/Ordered |
| Purchase of one truck (5) | Transchicago | $ 160,000 | | FY 26/27 | Approved/Ordered |
| Purchase of two Ford Super Duty upfits (29 & 37) | Monroe | $ 66,853 | | FY 26/27 | Approved/Ordered |
| **TOTALS:** | | **$ 3,785,861** | | | |

# EQUIPMENT RATING

1. Age
    a. Number of Points = Current year - model year
2. Use
    a. 1 point for every 10,000 miles
    b. 1 point for every 1,000 hours of use
3. Service
    a. 1 Point = Admin
    b. 3 Points = Support
    c. 5 Points = Front Line
4. Reliability = Number of times equipment was down for repair last year:
    a. 0 Points = 0 times
    b. 1 Point = 1 - 4 times
    c. 3 Points = 5 - 14 times
    d. 5 Points = 15+ times
5. Maintenance and Repair Lifetime repair costs are:
    a. 1 Point = Less than 25% of purchase price
    b. 3 Points = 25 to 75% of purchase price
    c. 5 Points = More than 75% of purchase price
6. Condition = This rating is established by the shop foreman:
    a. 0 Points = Excellent
    b. 1 Point = Good
    c. 3 Points = Fair
    d. 5 Points = Poor
7. Overall rating = The sum of the equipment rating factor points are:
    a. 0 - 17 points = Excellent
    b. 18 - 22 points = Good
    c. 23 - 27 points = Qualifies for Replacement
    d. 28 < = Needs Immediate Consideration

Unit:

# 10201

| Department : | Fund: |
|---|---|
| EPW | 101 |
| **Division:** | **Est. Price:** |
| BUILDING | $65,500 |

**Description:**
4 DOOR SEDAN

**Replacement Type:**
EV Candidate

**Unit's Primary Use:**

Vehicle is used to travel to several different Village buildings to address CSRs.

## Good

| Make | Year | Service |
|---|---|---|
| FORD | 2016 | FRONT-LINE |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| FOCUS | 4 | 1 |

| Full Depreciation Date | Replacement Age (Months) | Vehicle Age (Months) |
|---|---|---|
| 9/1/2023 | 84 | 113 |

| Fuel Type | Replacement Meter | Current Meter |
|---|---|---|
| RGUNL | 90000 | 20676 |

| Original Purchase Price | Maintenance Cost (LTD) | Maintenance % |
|---|---|---|
| $15,727 | $4,749 | 30% |

**Condition:**

Normal wear and tear for a vehicle of this age

| Total Points |
|---|
| 22 |
| Points for Service: 5 |
| Points for Reliability: 1 |
| Points for Age: 10 |
| Points for Usage: 2 |
| Points for M&R: 3 |
| Points for Condition: 1 |



Front View



Side View



Rear View



Wear and tear

| Unit: | | | |
|---|---|---|---|
| 10233 | | | |
| Department : EPW | Fund: 101 | | |
| Division: BUILDING | Est. Price: $65,500 | | |
| Description: MEDIUM SUV | | | |
| Replacement Type: EV Candidate | | | |
| Unit's Primary Use: Used to respond to CSR's and completing PM at all village buildings. | | | |

## Needs Immediate Consideration

| Make | Year | Service |
|---|---|---|
| FORD | 2013 | ADMIN |
| **Model** | **Class** | **Count of RO's Last 365 Days** |
| EXPLORER | 40 | 2 |

| Full Depreciation Date | Replacement Age (Months) | Vehicle Age (Months) |
|---|---|---|
| 12/1/2019 | 84 | 157 |

| Fuel Type | Replacement Meter | Current Meter |
|---|---|---|
| RGUNL | 90000 | 65869 |

| Original Purchase Price | Maintenance Cost (LTD) | Maintenance % |
|---|---|---|
| $25,913 | $27,075 | 104% |

**Condition:**

Rust on tailgate and corrosion on hood

| Total Points |
|---|
| 29 |
| Points for Service: 1 |
| Points for Reliability: 1 |
| Points for Age: 13 |
| Points for Usage: 6 |
| Points for M&R: 5 |
| Points for Condition: 3 |




**Front View**




**Side View**



**Hood Corrosion**



**Tailgate Rust**

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Sourcewell

**Solicitation Number: RFP #032824**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

**21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

| Sourcewell | 72 Hour LLC, dba National Auto Fleet Group |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: Jesse Cooper FACBB5730C1E467... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Jesse Cooper |
| Title: Chief Procurement Officer | Title: National Fleet Manager |
| Date: 7/2/2024 \| 2:37 PM CDT | Date: 7/2/2024 \| 2:04 PM CDT |

# RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

### Vendor Details

| | |
|---|---|
| Company Name: | 72 HOUR LLC |
| Does your company conduct business under any other name? If yes, please state: | National Auto Fleet Group |
| Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 |
| Contact: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Phone: | 951-440-0585 |
| Fax: | 831-840-8497 |
| HST#: | 263297677 |

### Submission Details

| | |
|---|---|
| Created On: | Thursday February 08, 2024 14:26:39 |
| Submitted On: | Wednesday March 27, 2024 18:09:27 |
| Submitted By: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Transaction #: | de37f6a4-b806-40a7-b5b6-766f219b36f2 |
| Submitter's IP Address: | 104.35.160.44 |

**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | 72 HOUR, LLC | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | 72 Hour, LLC | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | National Auto Fleet Group | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Y1FHD2Z1ZDY5 | * |
| 5 | Proposer Physical Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 | * |
| 6 | Proposer website address (or addresses): | www.Nationalautofleetgroup.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jesse Cooper<br>National Fleet Manager<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com<br>855-289-6572 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jesse Cooper<br>National Fleet Manager<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com<br>855-289-6572 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Clarke Cooper<br>National Fleet Manager<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Clarkecooper@watsonvillefleetgroup.com<br><br>818-618-6136 | |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * | |
|---|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | National Auto Fleet Group was established in 1987 in Southern California, and boasts a rich history of family-driven success. From humble beginnings with a single dealership, we've grown into a nationwide network of over 15 dealerships, thanks to the dedication and vision of our father.<br>One of our core values has always been fostering a strong company culture, and we achieve this by prioritizing internal growth. We proudly promote from within, leveraging the talent and experience of our dedicated team members. This approach not only ensures continuity and a deep understanding of our values, but also fosters a sense of loyalty and belonging among our employees.<br>This commitment to internal development has been instrumental in our expansion, allowing us to cultivate a leadership team that embodies our core values and drives our continued success. We are proud of the journey we've taken and excited for the future, as we continue to empower our team and provide exceptional service to our customers.<br>For over 35 years, National Auto Fleet Group has remained a family-owned and operated company. The Cooper family has deep roots in the automobile industry, with a passion for exceeding expectations passed down through generations. Today, even our future generations are learning the ropes, ensuring decades more of industry leadership.<br>We aren't just selling vehicles; we're building relationships that last. Our family values of integrity, dedication, and customer service permeate everything we do. This commitment has earned us numerous industry awards and the trust of countless clients. But this is just the beginning. With fresh perspectives from future generations joining the team, we're excited to lead the industry for decades to come.<br>National Auto Fleet Group isn't just about delivering vehicles; it's about delivering peace of mind. Our unwavering commitment to the 4 RIGHTs: delivering the RIGHT vehicle, at the RIGHT time, to the RIGHT place, and at the RIGHT price, ensures our clients experience unmatched satisfaction and success.<br>Since 1987, we've witnessed the auto industry shift gears, evolving from gas-powered machines to the cutting edge of all-electric and fuel cell technology. Through it all, one thing has remained constant: our core values.<br>Even in today's rapidly changing landscape, we hold steadfast to the principles that have guided us for decades. These values – internal growth, customer focus, efficiency, teamwork, accountability and integrity are the engine that powers our growth and fuels our commitment to exceeding expectations.<br>While the vehicles we offer may have changed, our dedication to providing superior customer service remains as strong as ever. We embrace the future with the same passion and determination that fueled our success in the past, ensuring that our customers continue to receive the exceptional service they deserve. | * |
| 11 | What are your company's expectations in the event of an award? | Securing another Sourcewell contract would mark our sixth, propelling us to even greater heights by leveraging our proven track record of serving customers nationwide. This expansion fuels our commitment to invest in our divisions, particularly our Partner Program (details in uploaded Zip file). This innovative program empowers members to recommend local upfitters, fostering win-win partnerships and delivering | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | We have demonstrated throughout the past 12 years to our financial institutions that we stability in the market place and with this meaning data our bank has provided us with a $ 72,000,000 floor plan limit to help in our growing operations which include Sourcewell Members. | * |
| 13 | What is your US market share for the solutions that you are proposing? | Our US market share for the products and models we are offering is roughly 70-80% as represented by the 15 manufacturers. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | While we haven't yet entered the Canadian market, National Auto Fleet Group's proven track record of success fuels our aggressive expansion plans, with a strong focus on international markets like Canada. We are confident that our expertise and commitment to innovation will allow us to make a significant impact in the near future, expanding our reach and serving customers across new borders. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br><br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br><br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | A) we are best described as a distributor/dealer/reseller and all our written authorization documents are attached in the Related Certificates section. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | What is required does vary from state to state however we 72 Hour LLC, do hold all applicable licenses and certifications required by the State of California to sell, service and delivery New/Unused Vehicles we are franchised for and sell, service and delivery any vehicle we are not franchised for through our resellers permit. All our dealer partners across the county have provide us with there dealer certificates and department of motor vehicles certificates to allow NAFG to partner and sell there products. All documents are attached in the Certificates section. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None exist | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|---|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | NAFG has a strong track record of success, consistently ranking among the top dealerships in Government Sales for Ford Motor Company and receiving high recognition from General Motors for its Chevrolet brand.<br><br>The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years |
| 20 | What percentage of your sales are to the governmental sector in the past three years | In our division in Fleet, we have sold about 95% to Government accounts |
| 21 | What percentage of your sales are to the education sector in the past three years | As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts. |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | We hold the State of California contract with volumes from 200 to 500 units a year during the past three years.<br>Second, our Sourcewell Contract's 091521 and 060920 which over the past three years<br>LADWP Contracts valued over $ 220,000,000<br>City of San Diego Contracts valued over $ 120,000,000 |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California. |

**Table 4: References/Testimonials**

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|---|---|---|
| Port of Los Angeles (CA) | David Comer | 310-732-3794 |
| Los Angeles Department of Water & Power (CA) | Philip Ly | 818-771-3607 |
| City of Jersey City (NJ) | James Lovero | 201-547-4423 |
| Washington Suburban Sanitary Commission (Maryland) | Jarrett Baumgartner | 301-206-4226 |
| Town of Hempstead (NY) | Christopher Carter | 516-812-3555 |

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|---|---|---|---|---|---|
| Port of Los Angeles<br>Mr. David Comer<br>310-732-3794 | Government | California - CA | Provided New Vehicles with Upfits | Over $1,000,000 | Over $ 3,000,000 |
| Los Angeles Department of Water & Power<br>Mr. Philip Ly<br>818-771-3607 | Government | California - CA | Provided New Vehicles with Upfits | Over $ 20,000,000 | Over $ 80,000,000 |
| City of Jersey City<br>Mr. James Lovero<br>201-547-4423 | Government | New Jersey - NJ | Provided New Vehicles with Upfits | Over $1,000,000 | Over $ 3,000,000 |
| Washington Suburban Sanitary Commission<br>Mr. Jarrett Baumgartner<br>301-206-4226 | Government | Maryland - MD | Provided New Vehicles with Upfits | Over $1,000,000 | Over $ 3,000,000 |
| El Paso Water<br>Mr. Ivan Ibarra<br>915-594-5712 | Government | Texas - TX | Provided New Vehicles with Upfits | Over $1,000,000 | Over $ 3,000,000 |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 26 | Sales force. | National Auto Fleet Group boasts a robust sales force exceeding 100 dedicated personnel. This includes both direct employees and a network of partner dealers, ensuring comprehensive support for dealerships and our dedicated fleet division. Our indirect sales force seamlessly complements our direct team, effectively serving existing member needs. As our member base expands, we're committed to scaling our team accordingly to maintain exceptional service levels. | * |
| 27 | Dealer network or other distribution methods. | NAFG leverages an unparalleled franchise network encompassing 15 leading manufacturers. These industry giants, like (Ford Motor Company, General Motors, CDJR, etc..), boast a nationwide presence, ensuring our members receive seamless service and warranty repairs for their vehicles. Historically, auto manufacturers have faced challenges in distributing automobiles and cab chassis. However, the United States boasts the world's most efficient automotive supply chain network, and as franchised dealers of these renowned brands, NAFG capitalizes on this advantage to efficiently ship and supply vehicles to our members nationwide. | * |
| 28 | Service force. | Our extensive network of service locations, spanning thousands of facilities across our 15 manufacturers, ensures convenient access for our members. This comprehensive coverage allows them to easily find service stations or warranty repair facilities nearby, minimizing downtime and maximizing convenience. While Alaska and Hawaii may have slightly larger distances between dealerships, our members can still rely on our network for support, potentially with extended lead times. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Members can place orders with NAFG for all products we are offering, we will either place the order with the OEM as we are franchised for or we will provide the order to our partner dealer who was part of the quote generation from the start with the member so we can allow there relationship to maintain while serving the member. NAFG maintains the role of administering and facilitating the transaction between the member and the OEM dealer. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable.<br><br>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | I understand that you want me to use the information in your ZIP file, specifically the "Member Walk Through" document, as a reference to explain your Customer Service programs. Here's a breakdown based on the information you provided:<br>Obtaining Quotes Online:<br>● Members can register on our website (https://www.nationalautofleetgroup.com/) for free. This protects member pricing.<br>● After registration, they'll receive a welcome email with a demo video explaining the website.<br>● A secure dashboard keeps all quotes organized.<br>● Members choose their desired brand, model year, and category (cars, vans, etc.).<br>● Filters help narrow down options (cab style, drivetrain, bed length).<br>● All available factory options are displayed for easy selection.<br>● Sourcewell Price reports show MSRP, member price, and savings (percentage and dollar amount).<br>● Optional extras include additional keys, manuals, sales tax, and upfits.<br>● A final, printable quote package includes a unique Sourcewell Quote ID number, description, and specifications.<br>Partnering with Upfitters:<br>● A dedicated website (https://www.nationalautofleetgroup.com/) connects members with upfitters.<br>● Upfitters can learn about partnering with NAFG to serve local members.<br>● This simplifies the process of getting a vehicle upfitted.<br>Tracking Orders:<br>● Members can track orders directly on the main website using the "Track your order" feature.<br>● Orders can be tracked by entering the purchase order number, quote ID, upfit quote ID, or VIN.<br>Order Confirmation:<br>● NAFG sends a courtesy confirmation email to double-check order details (color, quantity, upfit, specifications).<br>● Title information is requested to expedite paperwork at delivery.<br>Factory Order Cut-Off Notices:<br>● The website highlights upcoming factory order cut-off dates.<br>● This information is also printed on the quote cover page (when available).<br>Price Validation Example:<br>● A sample build process showcases member pricing benefits.<br>● The example shows the difference between MSRP, member price, and total savings (percentage and dollar amount). (Provide an example with savings %)<br>● This emphasizes the additional discount offered by NAFG. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | National Auto Fleet Group is poised to expand into Canada, leveraging our proven business model and expertise. We believe the favorable exchange rate and our competitive pricing structure create an ideal opportunity to partner with Canadian dealer groups, ultimately serving members across North America. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We are not serving Canada at this moment. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.<br><br>Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We're happy to service all Sourcewell members through our 24/7 website. We offer government members a specific discount program in recognition of their use of taxpayer funds.<br><br>For non-profit organizations, we've designed a tailored pricing program to meet their unique needs and budgets. We'll work with each non-profit on a case-by-case basis to ensure they receive the most value from our services. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | For members in Alaska, Hawaii, and US Territories, the only membership requirement is the same as for all other members. However, due to logistical shipping constraints in these regions, additional costs may apply.<br>We currently provide members in Alaska with chassis cabs with upfits. In these cases, the member agrees to cover the extra shipping cost, port cost, and driver cost associated with loading and unloading their vehicles from port to port. This additional cost would be clearly outlined in any quote provided to members in these regions. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * | |
|---|---|---|---|

| | | |
|---|---|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | National Auto Fleet Group utilizes a number of outbound strategies to promote the Sourcewell Vehicle contract. National Auto Fleet Group isn't waiting for government agencies to come knocking about the Sourcewell Vehicle contract. Instead, we're proactively hitting the gas pedal with outbound marketing strategies.<br><br>With outbound marketing, NAFG initiates by pushing the message out to our government agencies.<br><br>Examples include: .<br><br>● Cold Email Campaigns: Tailored messages reaching relevant government agencies directly. Examples include new vehicle pricing availability, in stock units, new website features, holiday themed flyers and vehicle cutoff dates.<br>● Trade Show Presence: Engaging exhibits and knowledgeable representatives making connections at key events.<br>● Targeted Content: Creating diverse campaign materials that resonate with different government segments. For example, police vehicle availability flyers for police agencies.<br>● Data-Driven Decisions: Tracking results and optimizing campaigns for maximum impact such as open rates, click-through rates to gauge the effectiveness of our email campaigns<br><br>Our use of Campaigner Email Marketing platform service is a CRM database used to monitor, send and track effectiveness of emails and more. This service has assisted in streamlining email flyer messages to many of our government agencies across the United States. Campaigner has been an essential tool in not only creating new campaigns but recurring campaigns to ensure our message is sent to new potential clients.<br><br>This type of outbound marketing fosters proactive engagement with potential customers, sparking their interest in our products. We invite them to explore the diverse product range showcased on our NAFG website, conveniently accessible through both phone calls and website visits.<br>To further empower their buying journey, we encourage registration. It not only unlocks real-time product availability, but also grants access to our innovative self-quoting system. This intuitive tool empowers customers with the autonomy to create unlimited personalized quotes, tailoring them to their specific needs and budget. By eliminating the wait for traditional quotes, this self-service option streamlines the process, fostering a sense of control and ownership for the customer. Ultimately, this outbound marketing approach, coupled with our user-friendly self-quoting system, empowers potential customers to confidently explore and confidently make informed decisions.<br><br>Business to Business Marketing: National Auto Fleet Group<br>National Auto Fleet Group (NAFG) acknowledges the importance of building strong relationships with local upfitting body companies. That's why we employ strategic business-to-business (B2B) marketing strategies to attract potential partners and create a mutually beneficial ecosystem.<br>Introducing Our Partner Website:<br>We encourage any body upfitting company to visit our dedicated partner website: www.nafgpartner.com. This platform makes it easy for local upfitting companies to explore the benefits of collaborating with NAFG.<br>Key Perks for Upfitting Body Companies:<br>● Enhanced Visibility: Get the body company's company profile listed on our website, making them searchable by NAFG's extensive network of government clients.<br>● Targeted referrals: We actively connect upfitting companies with qualified government clients seeking their specific expertise.<br>● Profile Customization: Partners are encouraged to create a unique profile showcasing the body company's strengths, experience, and service offerings.<br>● Geographic Reach: Expand the network by having our partners' contact information and location displayed on our interactive map.<br><br>By partnering with NAFG, body companies gain access to a vast pool of potential government clients seeking vehicle upfitting services. In turn, the body company helps us fulfill client needs and deliver comprehensive vehicle solutions.<br><br>National Auto Fleet Group also exercises the use of inbound marketing strategies to promote our Sourcewell Vehicle contract.<br>Our marketing department cultivates a targeted audience by maintaining a database of registered government agencies on our website and nurturing past customers who have experienced the benefits of our offerings. This allows us to deliver relevant content and resources directly to those already interested in our solutions, fostering trust and brand loyalty.<br><br>Relationship building is another technique used to foster positive relations with clients to become long-term customers. NAFG team provides excellent customer service and support to encourage word of mouth referral. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and referrals. |

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|---|---|---|
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | The creation of the National Auto Fleet Group app is one way to build a stronger relationship with interested buyers and empower them with the information they need. By downloading our NAFG app, clients are able to:<br>● Receive instant push notifications on their phones regarding new vehicle availability: Be the first to know when new vehicles arrive on the lot that match your specific needs and preferences.<br>● Stay informed about crucial cutoff dates: Ensure clients don't miss out on deadlines by having them conveniently delivered straight to your phone.<br>● View Available In-Stock Units: Scroll through a list of in stock vehicles available on our website.<br><br>A specific inbound marketing tactic that can significantly boost our online presence is the development of search engine optimization (SEO). By optimizing our website for relevant keywords and user experience, we can attract more qualified visitors organically and establish NAFG as a leading name in its field.<br><br>Here's how we're actively implementing SEO on the NAFG website:<br><br>Rewriting the NAFG Story:<br>● By crafting a compelling and informative webpage that clearly defines who we are, what we do, and how we benefit our audience.<br>● Included relevant keywords naturally throughout the content, including product names, mission statement, and contract numbers.<br>● Ensured the page is concise and scannable, breaking up text with headings and bullet points.<br>2. On-Page Optimization Techniques:<br>● Title tags: Each page includes a unique and descriptive title tag, under 65 characters, that accurately reflects the content and includes relevant keywords.<br>● Meta descriptions: Crafting captivating meta descriptions (under 155 characters) that entice users to click and summarize the page's value proposition.<br>● Header tags: Structured the content with clear headings and subheadings (H1, H2, etc.) to improve readability and search engine crawlability.<br>● Images: Optimize image file names and alt text with relevant keywords to increase accessibility and image search ranking.<br>● Internal linking: Connecting related pages within the website using descriptive anchor text<br>● Social media: Ensure social media profiles and share buttons are linked to our pages.<br><br>By implementing these actionable SEO strategies, we can significantly improve NAFG's online presence, attract more qualified leads, and establish ourselves as a thought leader in the industry.<br>When the terms “government fleet vehicle purchasing”, “purchasing vehicles for the government”, “government vehicle purchasing”, “how do I purchase vehicles for the government”, “purchasing government fleet”, “government vehicle procurement”, “procuring vehicles for the government”,are entered in the google search button, NAFG is on the top five search results.<br><br>Social media is a critical part in the way people communicate and connect with each other. Linkedin offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. Platforms like LinkedIn offer invaluable tools for professional networking, allowing individuals to expand their network by finding and connecting with relevant professionals and industry leaders.<br>A prime example is National Auto Fleet Group, which effectively utilizes LinkedIn to reach out to current and potential members through personalized messages, fostering stronger relationships and community engagement.<br>Beyond professional connections, social media serves as a powerful bridge between individuals and their governing bodies. By following government pages on Instagram and Twitter, government municipalities can gain valuable insights into pressing issues and important announcements |
| 38 | In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP?<br><br>How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contract to ensure products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors.<br>Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to go out to bid. Sourcewell has done the bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States.<br><br>The Sourcewell name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with their vehicle purchasing needs. The cost savings and stress free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within National Auto Fleet Group<br>Sourcewell isn't just a trusted brand; it's a comprehensive solution for government procurement. From vehicles and food to technology and administrative services, they offer a diverse range of high-quality products and services. Partnering with pre-vetted vendors ensures reliability and peace of mind.<br>The flexibility of Sourcewell contracts allows us to tailor our services to a specific need, unlike the one-size-fits-all approach of typical bidding.<br>Government agencies across the United States, like NAFG, have utilized Sourcewell to procure their needs efficiently. |

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|---|---|---|---|
| 39 | Are your products or services available through an e-procurement ordering process?<br><br>If so, describe your e-procurement system and how governmental and educational customers have used it. | Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicle makes and models with the ability to customize a vehicle tailored to the specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minus depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email, live chat or noted on the self-quoting online system.<br>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If support is required to build a quote, our sales reps are available to assist the client step by step.<br><br>Once the vehicle is built to the client's needs, government agencies are also able to upload a purchase order from their account to purchase a vehicle. NAFG will then process the purchase order and place the vehicle on order with the manufacturer. Government agencies are also able to track the status of their order using the ETA tracking available on the NAFG website.<br><br>Our website puts the power to order vehicles directly in your hands, with a user-friendly approach that empowers government agencies to choose the perfect solution for their needs. Browse through a comprehensive selection of vehicle makes and models, or customize your ideal vehicle with features tailored to your specific requirements. Get a personalized quote with upfront pricing in as little as 5 minutes, depending on the complexity of your chosen vehicle. Upfitting needed? No problem! Reach out to our dedicated sales team via phone, email, live chat, or simply mention your requirements directly in the self-quoting system.<br>Once a government municipality is ready to purchase, they can simply submit a purchase order through their online account. We offer complete autonomy, allowing buyers to acquire vehicles without needing to speak directly to a sales representative. However, our expert team is always available to assist if they need a helping hand. Our assistance is available via email, live chat, or phone –<br>For government agencies, the process is streamlined even further. They are able to stay informed throughout the entire journey with our convenient ETA tracking system, accessible right on the NAFG website.<br>Experience the convenience and control of online vehicle ordering for government agencies with NAFG. Visit our website today and empower your agency to acquire the perfect vehicle solution.<br>As of today, National Auto Fleet Group has over 8000 members registered on our website and 2400 customers buying from us. | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * | |
|---|---|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.<br><br>Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at NAFG cost. | * |
| 41 | Describe any technological advances that your proposed products or services offer. | With world leaders in chassis technology like Ford Motor Company, General Motor's and MACK Truck which the member automatically gets the benefit of the latest up to date technology NAFG offers our dealer body to the members for the most leading up to date information. | * |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | NAFG has Partnered to create a 400 US Mayor Drive Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from. | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Ford Motor Company and General Motors just to name 2 of the 15 OEM's we are representing have leading edge certifications and rating which provide them the ability to offer there products nationwide. | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | We hold a Minority Certification through the California Clearing House Authorization | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | NAFG's dedication to the member. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution. | * |

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | We have attached all Warranty information provided by all 15 manufacturers offered in our proposal as an added attachment. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Each manufacturer have there own usage restrictions that a member should be aware of. Such an improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, in some cases of a breakdown event, manufacturers would tow your vehicle to there nearest warranty repair facility. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?<br><br>How will Sourcewell participating entities in these regions be provided service for warranty repair? | Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | All warranties are passed on to the original equipment manufacturer. | * |
| 51 | What are your proposed exchange and return programs and policies? | We offer no exchange, return programs or policies. Once an order is in production with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable. | * |
| 52 | Describe any service contract options for the items included in your proposal. | We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Payment terms are Net 20, with a 10-day grace period. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "Member Walk Through" | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | We attached our Standard Documents that all member would see in a typical transaction. Starting with all quotes which contain there unique Quote ID on the top of each quote. A member can then call and help us identify which quote they are inquiring within so we can help hem quicker.<br><br>Each quote has its list of standard equipment and selected equipment the member has chosen for themselves. Followed by the contract discount on each cover page so the member can easily see there Sourcewell saving. A sample transaction has been attached. | * |
| 56 | Do you accept the P-card procurement and payment process?<br><br>If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, up to $ 2,500 per vehicle, any amount higher than $ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member. | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts).<br><br>Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | NAFG is offering Line Item Discounts Off MSRP for 15 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Summary Page in the price file. | * |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Each Manufacture Product Range is detailed in the tabs below, here is an overview<br>Ford Motor Company from 1.16% to 6.00%<br>RAM Stallantis Company from 4.13% to 4.14%<br>Chevrolet from 6.83% to 6.92%<br>Autocar at 9.00%<br>ISUZU at 5.00%<br>Volvo at 12.00%<br>Freightliner from 4.76% to 15.15%<br>Western Star from 15.00% to 20.00%<br>MACK from 3.00% to 26.36%<br>Kenworth from 13.83% to 32.80%<br>Peterbilt from 10.27% to 31.56%<br>Battle Motors at 25.00%<br>RIZO from 38.25% to 38.46%<br>REE at 7.00%<br>Bollinger Motors at 5.50%<br><br>Upfits can be added at dealer invoice up to 20%, detailed in the price file. | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | We encourage any and all members to contact us if considering ordering 100 at time of order or more units for an additional discount quote. | * |
| 60 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 20% mark-up if applicable. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.<br><br>This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item needed special training or installation, these charges would be added as part of the upfit and included in the members quote. | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All manufacturers charge a standardized “Factory Destination Charge” which is displayed on all window stickers and on all trucks on a dealer’s lot. This is not the needed destination charge that maybe charged to then ship a chassis to and from an installer, these subsequent movements are all added freight charges and will displayed on the members quote. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination. | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | NAFG Offers Members of Sourcewell the very best selection and service for the overall best value we can offer. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question | Response * | |
|---|---|---|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.<br><br>This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.<br><br>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | We have created a member friendly to build and price there chassis cabs on, the pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports. | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | We have internal charts that track how many members we are serving per month and what regions we need to market into to raise awareness of Sourcewell and our contract. We also track how many vehicles we deliver to members to see if our volume is picking up or where the current market is at as it does fluctuate. | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods.<br><br>(See the RFP and template Contract for additional details.) | Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines:<br><br>Flat $ 400 per unit for all units excluding Alan Jay Automotive Network in Florida<br>Units sold through Alan Jay Automotive Network in Florida will have a$ 200 flat | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

| Line Item | Category Selection * | |
|---|---|---|
| 69 | Category 1: All engines, fuel, and propulsion type chassis and cabs | * |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question | Response * | |
|---|---|---|---|
| 70 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | 15 Manufacturers totaling 200 makes and models ranging from Class 4 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote. | * |
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | NAFG Lists all makes and models in each ZIP file under ZIP File “All 15 Manufacturers” representing a combined hundred’s makes and model/engine combinations for members to choose from along with a subtitle “Upfits” detailed in the price file. | |
| 72 | Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety. | Leading materials are used by the OEM's daily to safely supply all members with the best on the market place for each OEM. | |
| 73 | Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers. | Each OEM has there own unique attribute that all cater and serve the members. | |

**Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Chassis Type (ICE and/or BEV) | Comments | |
|---|---|---|---|---|---|
| 74 | Class 4 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 75 | Class 5 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 76 | Class 6 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 77 | Class 7 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 78 | Class 8 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 79 | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. All upfitting is available and outlined in the pricing summary. | |

**Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 80 | Battery Electric Vehicle (BEV) Class 4 Chassis | ○ Yes ○ No | | * |
| 81 | Battery Electric Vehicle (BEV) Class 5 Chassis | ○ Yes ○ No | | * |
| 82 | Battery Electric Vehicle (BEV) Class 6 Chassis | ○ Yes ○ No | | * |
| 83 | Battery Electric Vehicle (BEV) Class 7 Chassis | ○ Yes ○ No | | * |
| 84 | Battery Electric Vehicle (BEV) Class 8 Chassis | ○ Yes ○ No | | * |
| 85 | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | ○ Yes ○ No | | |

**Table 17: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 86. NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ○ Yes<br>◉ No |

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - NAFG Price File 032824.zip - Wednesday March 27, 2024 16:08:51
- Financial Strength and Stability - Financial Strength and Market Stability 032824.zip - Tuesday March 26, 2024 21:32:50
- Marketing Plan/Samples - 032824 NAFG Marketing Plan.zip - Tuesday March 26, 2024 21:30:53
- WMBE/MBE/SBE or Related Certificates - Insurance and Realted Certificated 032824.zip - Tuesday March 26, 2024 21:33:17
- Warranty Information - Warranty Information 032824.zip - Tuesday March 26, 2024 21:42:37
- Standard Transaction Document Samples - 032824 Standard Transaction Document.zip - Wednesday March 27, 2024 13:28:58
- Requested Exceptions (optional)
- Upload Additional Document - 032824 Uploaded ALL 15 MANUFACTURED MODEL's and ELECTIRC SPEC's.zip - Wednesday March 27, 2024 01:25:13

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, National Fleet Manager, 72 Hour LLC, DBA National Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824**<br>Thu March 21 2024 08:45 AM | ☑ | 1 |
| **Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed March 20 2024 12:36 PM | ☑ | 3 |
| **Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824**<br>Mon March 18 2024 12:01 PM | ☑ | 1 |
| **Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed March 6 2024 09:38 AM | ☑ | 1 |
| **Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed February 21 2024 04:08 PM | ☑ | 2 |
| **Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed February 14 2024 04:12 PM | ☑ | 1 |
| **Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824**<br>Thu February 8 2024 04:24 PM | ☑ | 1 |

OLATHE FLEET

# Purchase Order / Quote

OLATHE FORD SALES INC
DEBI JONES
GOVERNMENT MANAGER
DIRECT - 913-238-0252

| | |
|---|---|
| Date | 4/29/2026 |
| Valid Until | 6/13/2026 |
| Contract | SOURCEWELL - 032824 |
| PO | |
| Lead Time | ORDER 90 TO 120 DAYS |

**Customer:**

THOMAS DOONAN
VILLAGE OF SCHAUMBURG IL

**Invoice Address:**

**Delivery Address:**

SAME

| Description - Vehicle Preview Details | Line Total |
|---|---|
| 2024 E-TRANSIT T350 HI ROOF CARGO RWD BEV | $46,487.00 |
| W3XC T350 HR CARGO RWD BEV (Suggested)<br>148" WHEELBASE<br>2024 MODEL YEAR<br>YZ OXFORD WHITE<br>CK DARK PALAZZO GRAY CLOTH<br>PREFERRED EQUIPMENT PKG.101A<br>.XL TRIM<br>99M ENH RANGE ELEC MOTOR<br>44A 1-SPEED TRANSMISSION<br>TC8 .235/65R16C BSW ALL-SEASON<br>XES ELECTRIC AXLE<br>JOB #2 ORDER<br>15F REAR COMPARTMENT LIGHTING<br>153 FRONT LICENSE PLATE BRACKET<br>20C 9500# GVWR PACKAGE<br>21L 2WAY DRV/PASS PALAZZO CLOTH<br>41B B-PILLAR ASSIST HANDLE<br>41J PASSIVE ENTRY/START<br>425 50 STATE EMISSIONS<br>43R REVERSE SENSING SYSTEM<br>545 SHORT-ARM PWR HEAT MIRRORS<br>55D FRONT FOG LAMPS<br>57C ELEC AIR TEMP CONTROL<br>58C SYNC 4 HD BLUETOOTH<br>61C VEHICLE MAINTENANCE MONITOR<br>61E HIGH RES REAR VIEW CAMERA<br>63G WHITE NOISE ALARM<br>64H SRW - STEEL W/ SILVER COVER<br>66C D-PILLAR ASSIST HANDLES<br>66D FRONT OVERHEAD SHELF<br>68H RUNNING BOARD<br>86F 2 ADDITIONAL KEYS<br>91C BLACK HID HEADLAMPS<br>96D LOAD AREA PROTECTION PKG<br>16E .VINYL F/R FLOOR COVERING | |
| Floor W/Sill Kit Evolve 3 Pc E-Transit 148" ..ADD<br>Bulkhead, Transit Low Roof, Screen<br>Adjustable 3 Shelf Unit, 60 in x 44 in x 13-1/2 in<br>Adjustable 3 Shelf Unit, 52 in x 44 in x 13-1/2 in<br>4 Drawer Cabinet 18 in x 14 in x 24 in<br>2 Drawer Cabinet 16 in x 14 in x 12 in<br>FBM UNIVERSAL 3 CBR 2015+ TRANSIT BLACK<br>CROSSBAR FEATURE 72 IN FAMILY<br>RH SLIDE ROTATION FEATURE<br>UNIVERSAL DRIVE SHAFT ASSEMBLY 6-8FT<br>EXTENDABLE RATCHET HANDLE | $0.00 |
| AFI UPFIT PER QUOTE | $8,528.00 |
| DELIVERY | $700.00 |

**Special Notes and Instructions**

**MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING**

**QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOOR PLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.**

**PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE**

| | | |
|---|---|---|
| Subtotal less trade-in | | $55,715.00 |
| Sales Tax | 0.00% | $0.00 |
| Tire Tax | 0 | $0.00 |
| Extended Warranty | | $0.00 |
| Flooring | | $0.00 |
| Delivery | | $0.00 |
| MSO / ODO | | $0.00 |
| Total Per Unit | | $55,715.00 |
| Quantity of Units | | 2 |
| **PO Total** | | **$111,430.00** |

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____

Print Name _____

Date _____

If you have any questions concerning this quote, contact Debi Jones Thank you for your business!

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve the Finance Department Monthly Report for April 2026**
**05/26/26**
**Village Board**

Presenter: Lisa Petersen
Lead Department: Finance

***Executive Summary:***

***Recommended Action:***

**ATTACHMENTS:**
- 2026 April Finance Monthly Report

# FINANCE DEPARTMENT MONTHLY REPORT

## April 2026

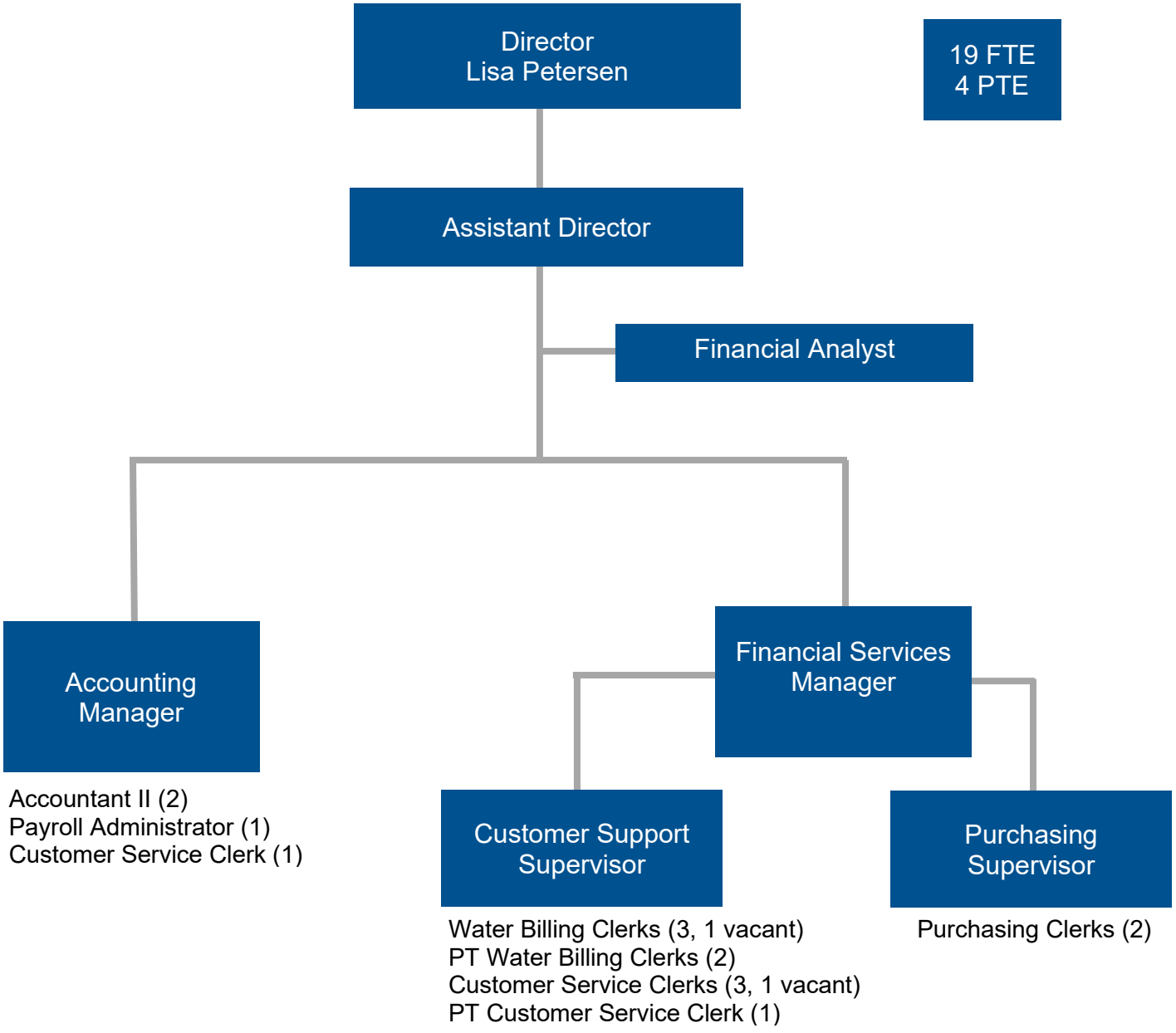
VILLAGE OF SCHAUMBURG

PROGRESS THROUGH THOUGHTFUL PLANNING

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## ORGANIZATION CHART



## DEPARTMENT OVERVIEW

The Finance Department is responsible for all financial operations of the village including budgeting, forecasting, investing, and reporting compliance, and is comprised of three primary divisions, purchasing, revenue management and accounting. The mission of the Finance Department is to provide responsible fiscal leadership through transparent reporting; accurate, balanced, and accessible customer service; and proactive oversight of village resources.

There are three divisions within the Finance Department:

The Purchasing Division oversees the expenditure of village funds and provides departments with the processes necessary to ensure that village departments procure the items and services they need to operate efficiently and effectively, while maintaining control and accountability over the village's budget.

The Revenue Management Division is responsible for billing, collecting, and reporting all village revenue. This division generates, collects, and accounts for the monthly utility bills sent to all Schaumburg residents and businesses; it is also responsible for issuing business, liquor, raffle, rental licenses, and commuter parking passes.

The Accounting Division is responsible for all financial reporting requirements and reconciling the general ledger monthly. This division oversees and assists with the preparation of the Annual Comprehensive Financial Report (Annual Report), processes payroll for the entire organization, and provides reports and analyses to the pension boards, Cook and DuPage Counties, the State of Illinois, and other federal agencies as required.

## KEY ACTIVITIES

- Presented the FY2026/27 Budget to the Committee of Whole, which was approved by the Village Board.
- Customer Service team continued collection efforts for Business License delinquencies and adding new license types to the OpenGov platform.
- The Accounting team prepared for year-end close activities and met with Lauterbach & Amen to review FY2026 audit planning documents in advance of the upcoming audit
- Payroll launched new DocuSign forms for various payroll related processes.

## Renaissance Hotel & Convention Center Fund (591)

The Renaissance Hotel and Convention Center Fund accounts for the day-to-day operations of the hotel and convention center. This fund follows a calendar year fiscal year.

Revenues recorded in March totaled $4,533,105. Expenditures for the period totaled $3,837,590. Year-to-date revenues exceed expenses by $695,515.

## Hotel/Convention Center Fund (590)

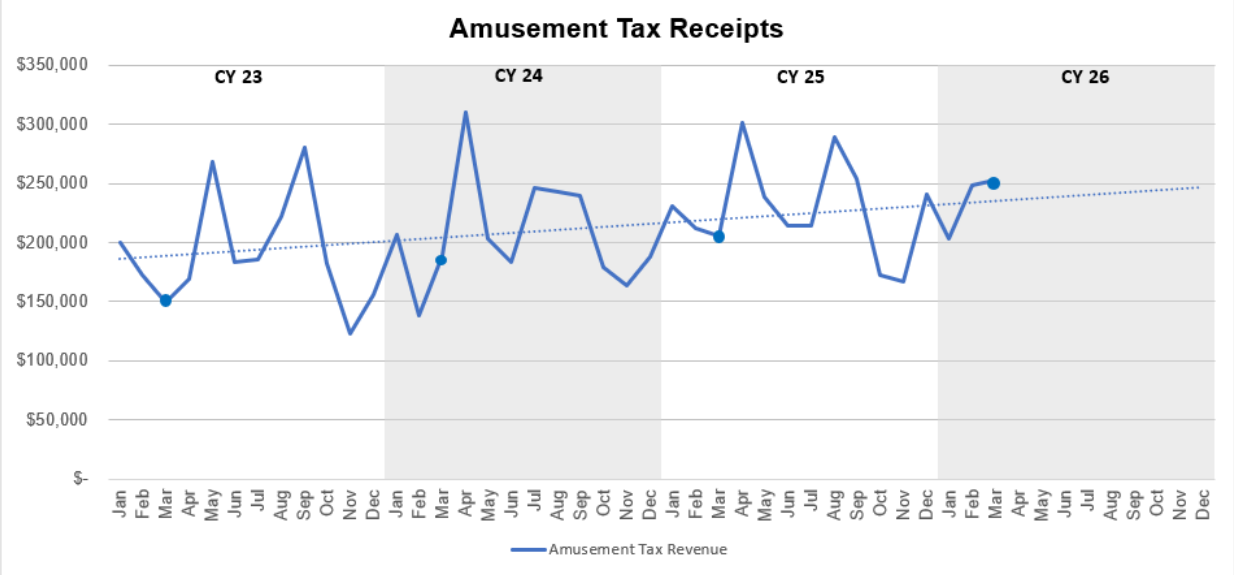
The Hotel and Convention Center Fund accounts for the receipt of various revenues earmarked for payment of debt on the bonds issued to fund the construction of the property. A total of $885,414 was earned as revenue in the Hotel and Convention Center Fund in March.

The Hotel Tax receipts portion of these deposits was $149,244, which was below the projected amount of $201,717. The Food and Beverage Tax receipts portion of these deposits was $280,370, which was below the projected amount of $300,092. The Amusement Tax receipts were $252,227, which was above the projected amount of $185,203. The remaining deposits of $203,573 are made up of other revenues including $181,273 in interest earned from investments.

Below is a forecast of cash available for Debt Service and owner obligations. The deficits in 2024 and 2025 are due to meeting space and guest room renovations, which are now complete.

| Hotel & Convention Center Fund Projected Cash for Debt Service & Capital Improvements | Actual 2024 | Actual 2025 | Budget 2026 |
|---|---|---|---|
| Net Operating Income/Due to Owner | 9,117,447 | 7,366,497 | 9,112,771 |
| Village-allocated Tax Revenue | 9,925,457 | 10,337,155 | 10,650,786 |
| Interest Income | 3,004,498 | 1,492,709 | 2,000,000 |
| Total Revenue | 22,047,402 | 19,196,361 | 21,763,557 |
| | | | |
| Debt Service | 14,651,714 | 14,975,250 | 15,284,150 |
| Owner Expenses (renovation & other) | 8,525,504 | 5,398,880 | 564,000 |
| Total Expenses | 23,177,218 | 20,374,130 | 15,848,150 |
| | | | |
| Net Income/(Deficit) | (1,129,816) | (1,177,769) | 5,915,407 |
| | | | |
| Ending Available Cash 1/31/2026 | | *39,832,667* | *45,748,074* |

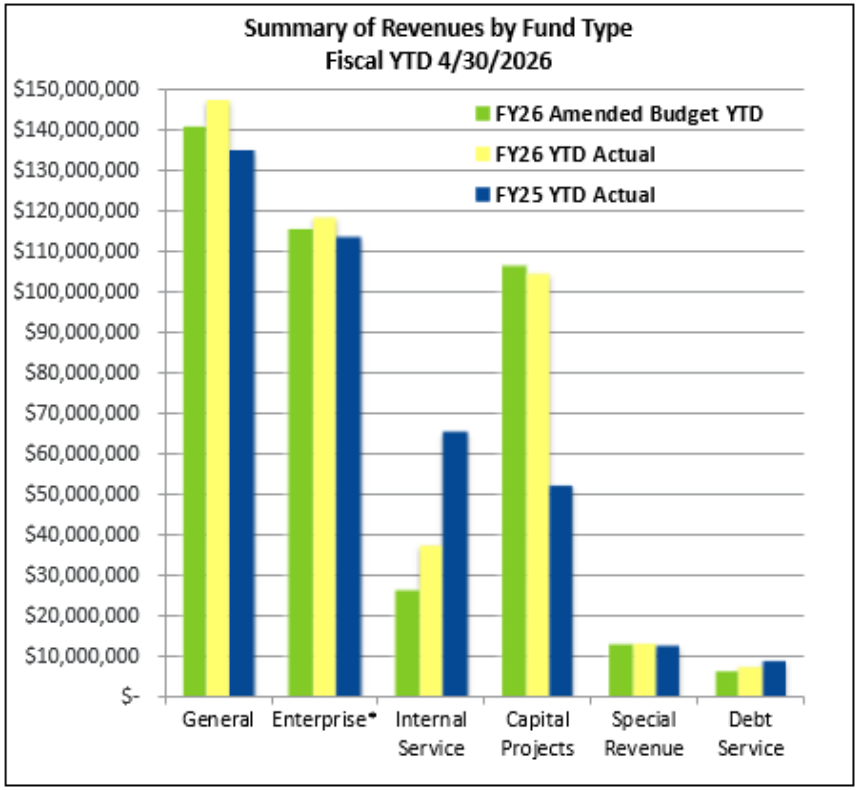
**Amusement Tax –** 100% of receipts are used to support the Hotel and Convention Center. Therefore, these revenues are reported on a calendar year basis to be consistent with the facility's budget. March tax receipts, which reflect February sales, totaled $252,227, a $47,195 or 23% increase compared to the same month last year. There were 9 delinquent businesses.

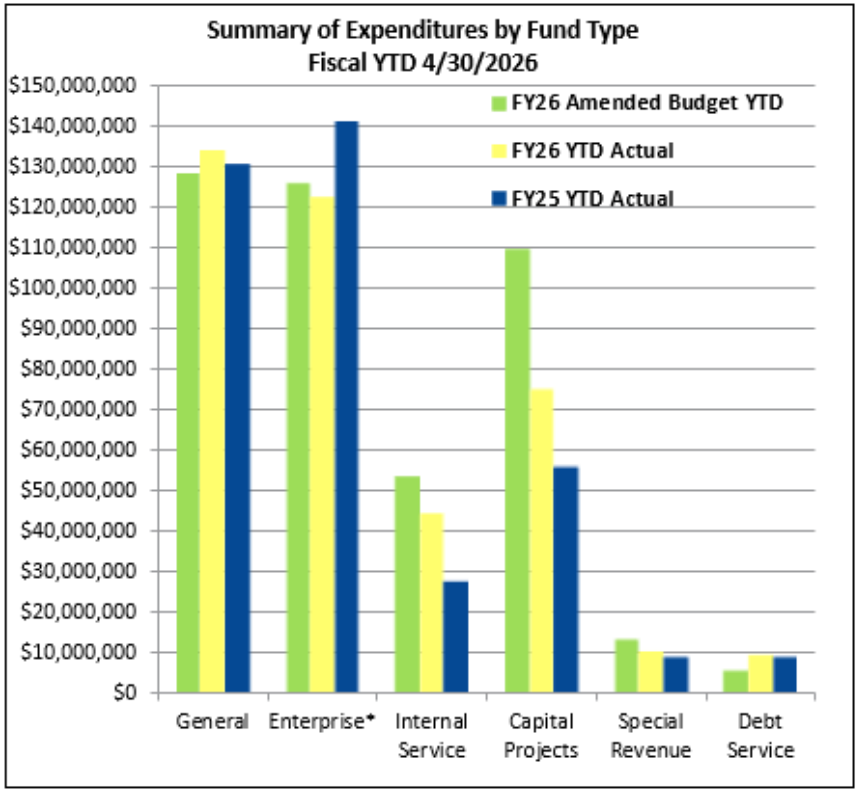



## Baseball Fund

The Schaumburg Boomers baseball team occupies Wintrust stadium. There is no debt outstanding. YTD expenses exceed revenues by $1,062,952 including a non-cash charge for depreciation of $700,000.

## REVENUE & EXPENSES BY FUND TYPE




*Enterprise includes Hotel Convention Center April-March revenue and expenses.

## GENERAL FUND

For April, General Fund revenues totaled $9,623,293 and expenditures totaled $8,187,449 resulting in an operating surplus of $1,435,844. From a budget perspective, we expected expenses to exceed revenues by $4,264,979 in April, largely due to Bad Debt Expense, which gets charged to the General Ledger at the end of the fiscal year but after April Ambulance bills are sent and collected. Therefore, the variance is primarily a timing issue, as the related journal entry will still be recorded in April as part of the year-end closing process. Bad Debt expense is expected to be around $4.3 million. Further details of revenues and expenditures are provided below.

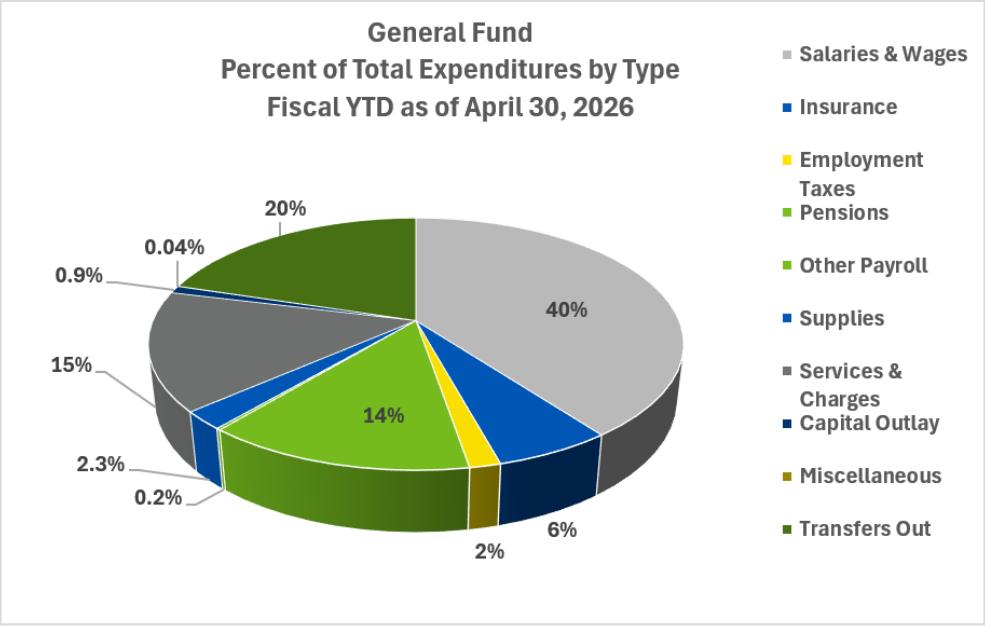
| | MTD Amended Budget | MTD Actual | YTD Amended Budget | YTD Actual |
|---|---|---|---|---|
| Revenues | $ 9,888,372 | $ 9,623,293 | $ 140,650,191 | $ 147,250,577 |
| Expenditures | $ 14,153,351 | $ 8,187,449 | $ 127,904,652 | $ 133,815,416 |
| Excess (Deficiency) | $ (4,264,979) | $ 1,435,844 | $ 12,745,539 | $ 13,435,162 |

Revenues in the General Fund for April totaled $9,623,293 which was 2.7% below budgeted amounts of $9,888,372.

| General Fund Revenue Type | MTD Amended Budget | MTD Actual | $ Variance | % Variance | YTD Amended Budget | YTD Actual | $ Variance | % Variance |
|---|---|---|---|---|---|---|---|---|
| Taxes | $ 3,209,892 | $ 3,397,311 | $ 187,419 | 5.8% | $ 58,025,961 | $ 62,658,466 | $ 4,632,505 | 8.0% |
| Licenses & Permits | 175,003 | 299,565 | 124,562 | 71.2% | 4,103,948 | 4,305,703 | 201,755 | 4.9% |
| Intergovernmental | 4,862,632 | 4,723,957 | (138,675) | (2.9%) | 60,107,844 | 61,685,474 | 1,577,630 | 2.6% |
| Charges for Services | 1,126,048 | 647,424 | (478,624) | (42.5%) | 11,612,679 | 11,701,489 | 88,811 | 0.8% |
| Fines & Forfeits | 147,126 | 114,920 | (32,207) | (21.9%) | 1,847,135 | 1,708,782 | (138,353) | (7.5%) |
| Investment Income | 187,500 | 44,600 | (142,900) | (76.2%) | 2,250,000 | 1,657,973 | (592,027) | (26.3%) |
| Miscellaneous | 57,702 | 318,048 | 260,346 | 451.2% | 1,233,005 | 2,603,072 | 1,370,067 | 111.1% |
| Operating Transfers | 122,468 | 77,468 | (45,000) | (36.7%) | 1,469,618 | 929,618 | (540,000) | (36.7%) |
| **Total Revenue** | **$ 9,888,372** | **$ 9,623,293** | **$ (265,079)** | **(2.7%)** | **$ 140,650,191** | **$ 147,250,577** | **$ 6,600,388** | **4.7%** |

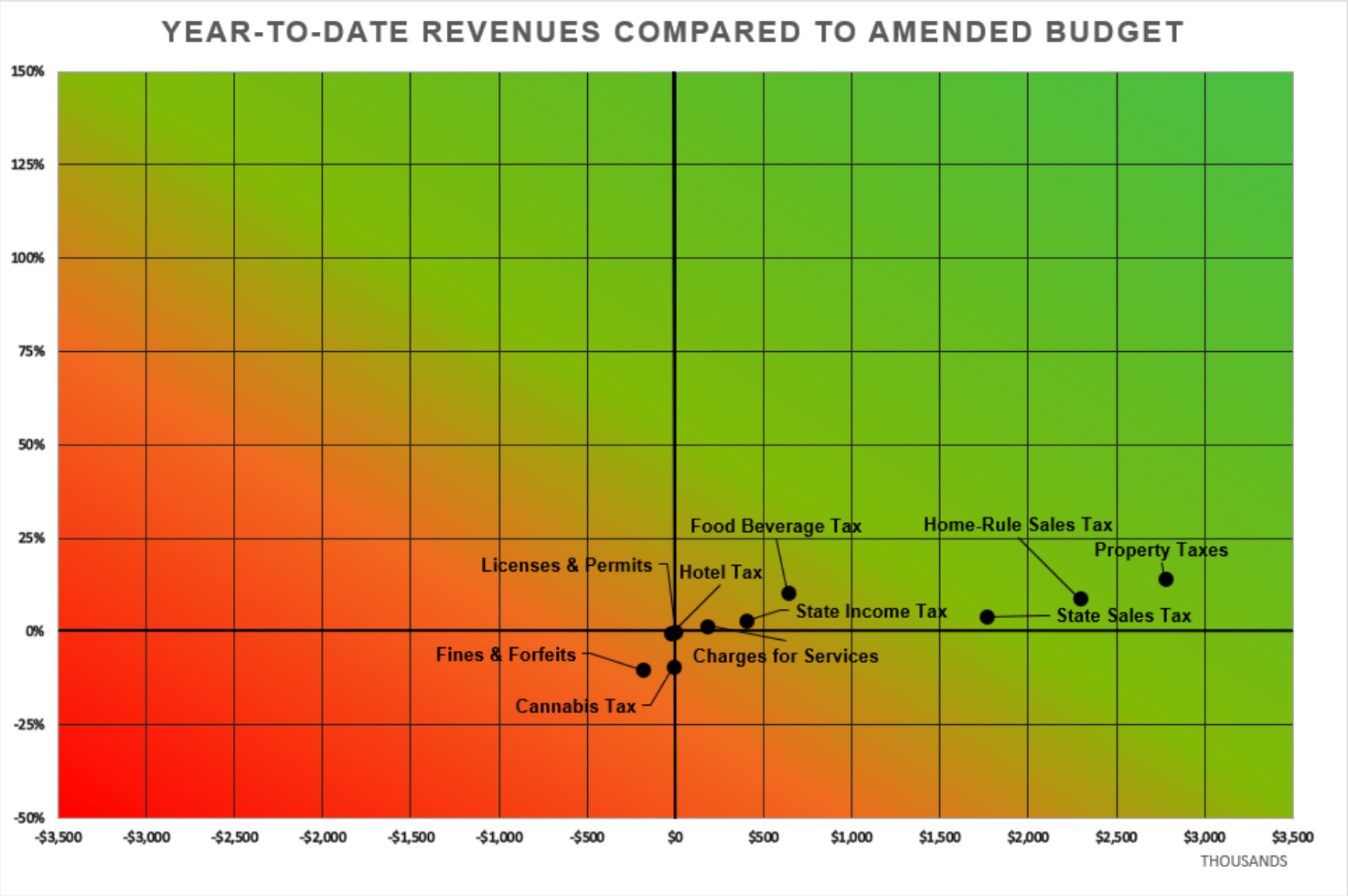
Expenditures in the General Fund for April totaled $8,187,449, which is 42.2% below budgeted amounts of $14,153,351, mainly due to Bad Debt Expense.

| General Fund Expense Type | MTD Amended Budget | MTD Actual | $ Variance | % Variance | YTD Amended Budget | YTD Actual | $ Variance | % Variance |
|---|---|---|---|---|---|---|---|---|
| Salaries & Wages | $ 4,255,849 | $ 4,211,830 | $ (44,019) | (1.0%) | $ 57,202,554 | $ 53,193,974 | $ (4,008,580) | (7.0%) |
| Insurance | 668,753 | 668,859 | 106 | 0.0% | 8,025,033 | 8,026,400 | 1,367 | 0.0% |
| Employment Taxes | 166,198 | 170,863 | 4,665 | 2.8% | 2,161,854 | 2,119,230 | (42,624) | (2.0%) |
| Pensions | 2,643,113 | 403,792 | (2,239,321) | (84.7%) | 18,217,567 | 18,310,555 | 92,988 | 0.5% |
| Other Payroll | 15,740 | 11,148 | (4,592) | (29.2%) | 337,398 | 294,445 | (42,953) | (12.7%) |
| Supplies | 291,149 | 187,494 | (103,655) | (35.6%) | 3,635,621 | 3,090,413 | (545,207) | (15.0%) |
| Services & Charges | 1,802,867 | 1,400,185 | (402,683) | (22.3%) | 22,908,349 | 20,484,901 | (2,423,448) | (10.6%) |
| Capital Outlay | 107,071 | 222,802 | 115,731 | 108.1% | 1,284,857 | 1,252,632 | (32,224) | (2.5%) |
| Miscellaneous | 3,302,083 | 9,948 | (3,292,135) | (99.7%) | 3,325,100 | 59,116 | (3,265,984) | (98.2%) |
| Operating Transfers Out | 900,527 | 900,527 | (0) | (0.0%) | 10,806,320 | 26,983,748 | 16,177,428 | 149.7% |
| **Total Expenditures** | **$ 14,153,351** | **$ 8,187,449** | **$ (5,965,903)** | **(42.2%)** | **$ 127,904,652** | **$ 133,815,416** | **$ 5,910,764** | **4.6%** |



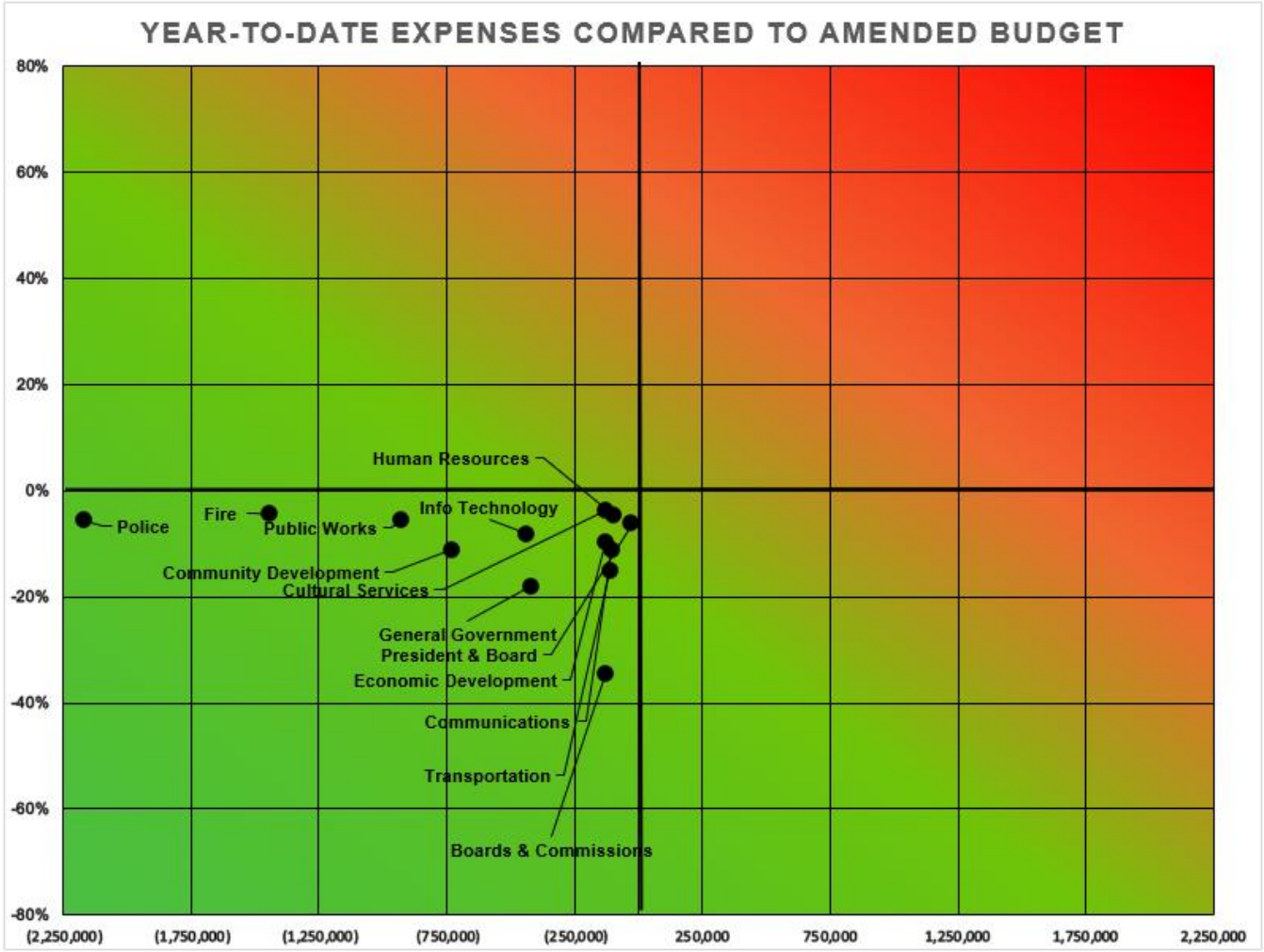
## YEAR TO DATE GENERAL FUND REVENUES

The graph below visualizes how the YTD major General Fund Revenues compare to the FY 25/26 Budget Targets, both by dollar amount and percentage.

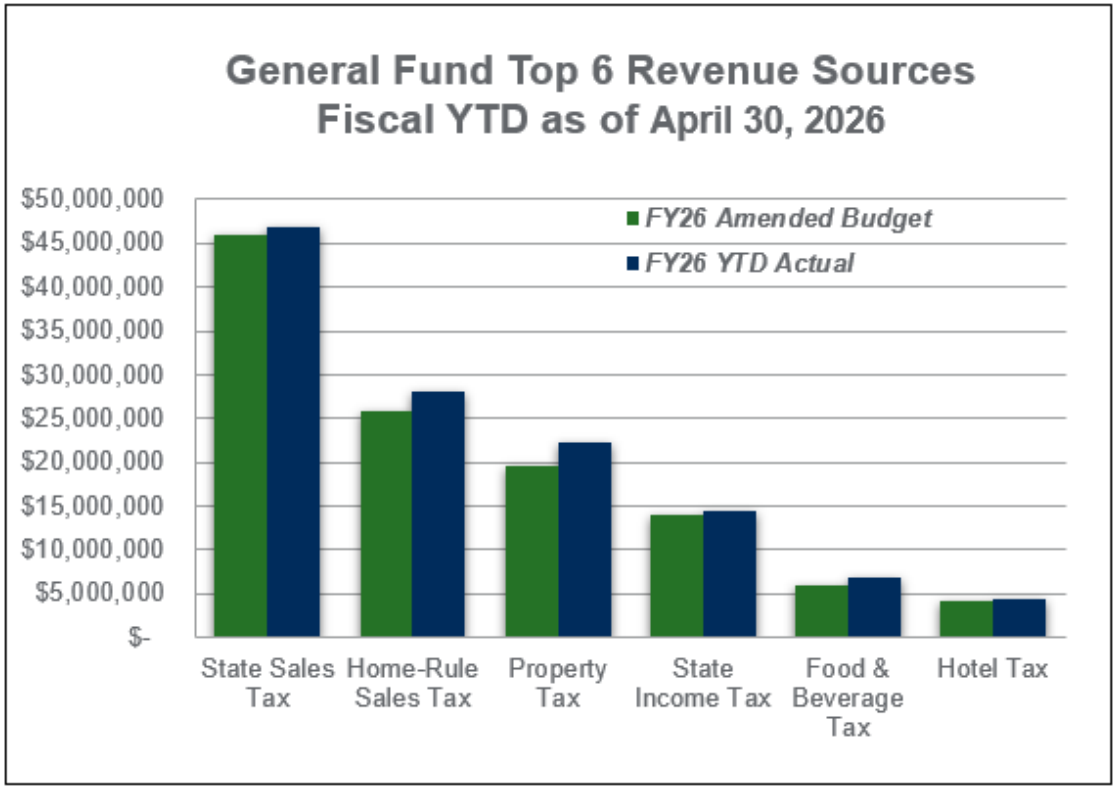


## YEAR TO DATE GENERAL FUND EXPENSES

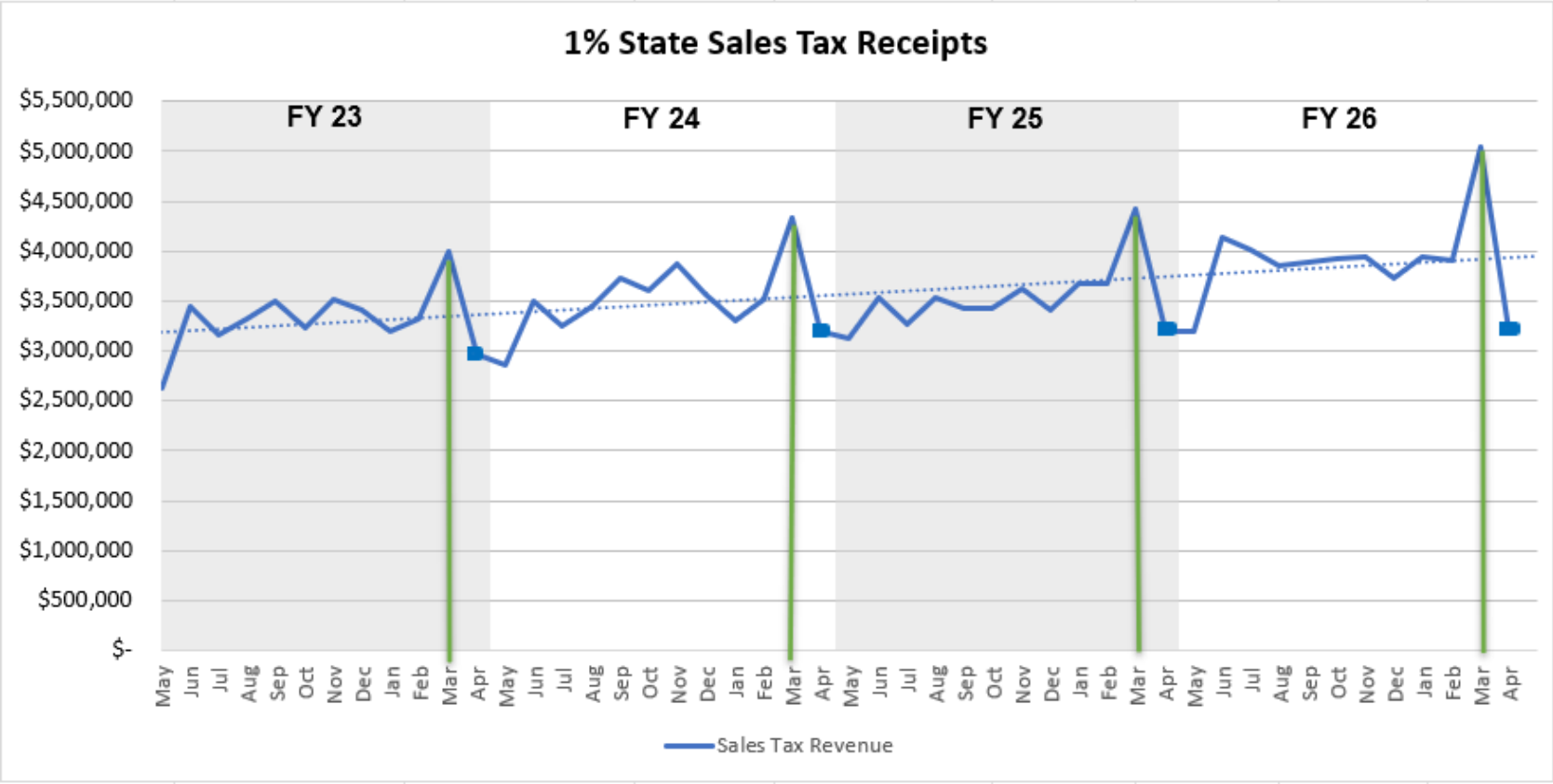
The graph below visualizes how the YTD Department General Fund Expenses compare to the FY 25/26 Budget Targets, both by dollar amount and percentage.



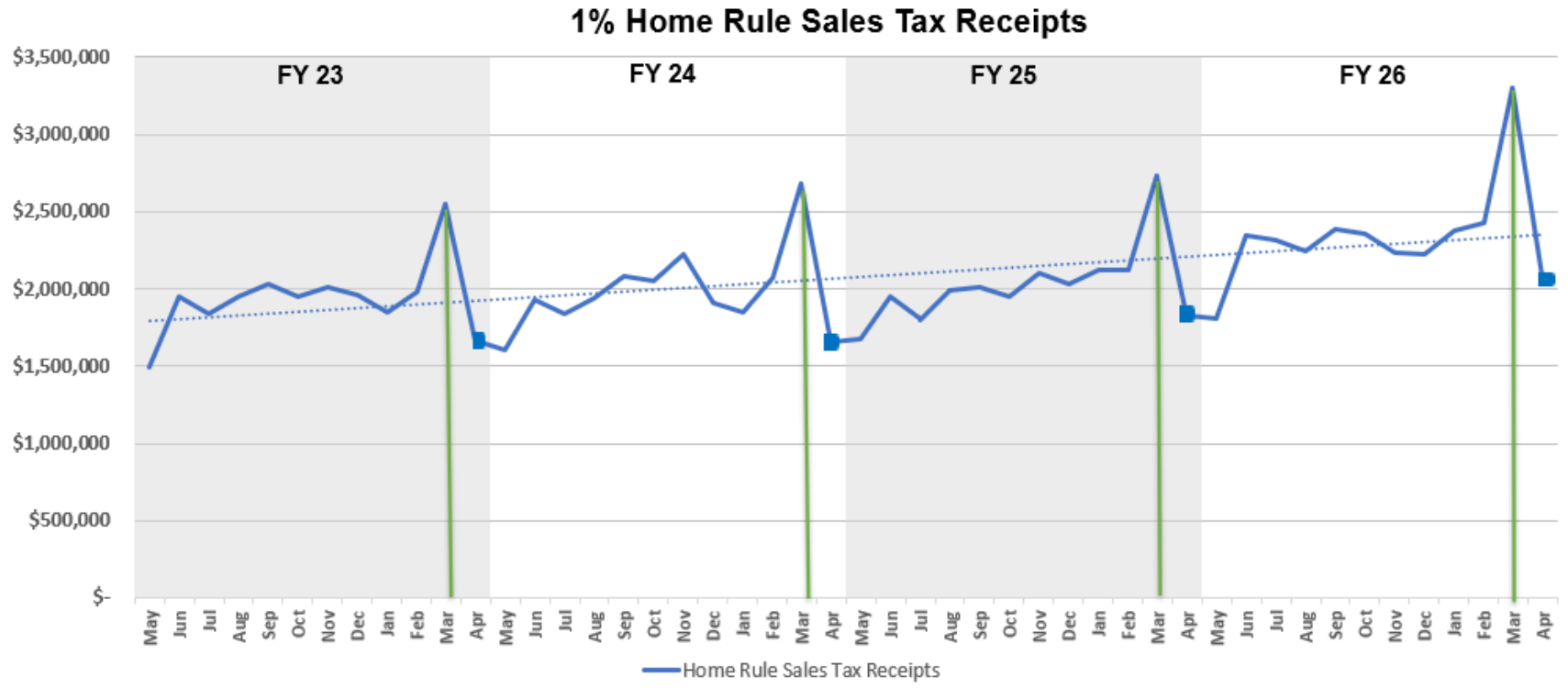
## ANALYSIS OF KEY REVENUES



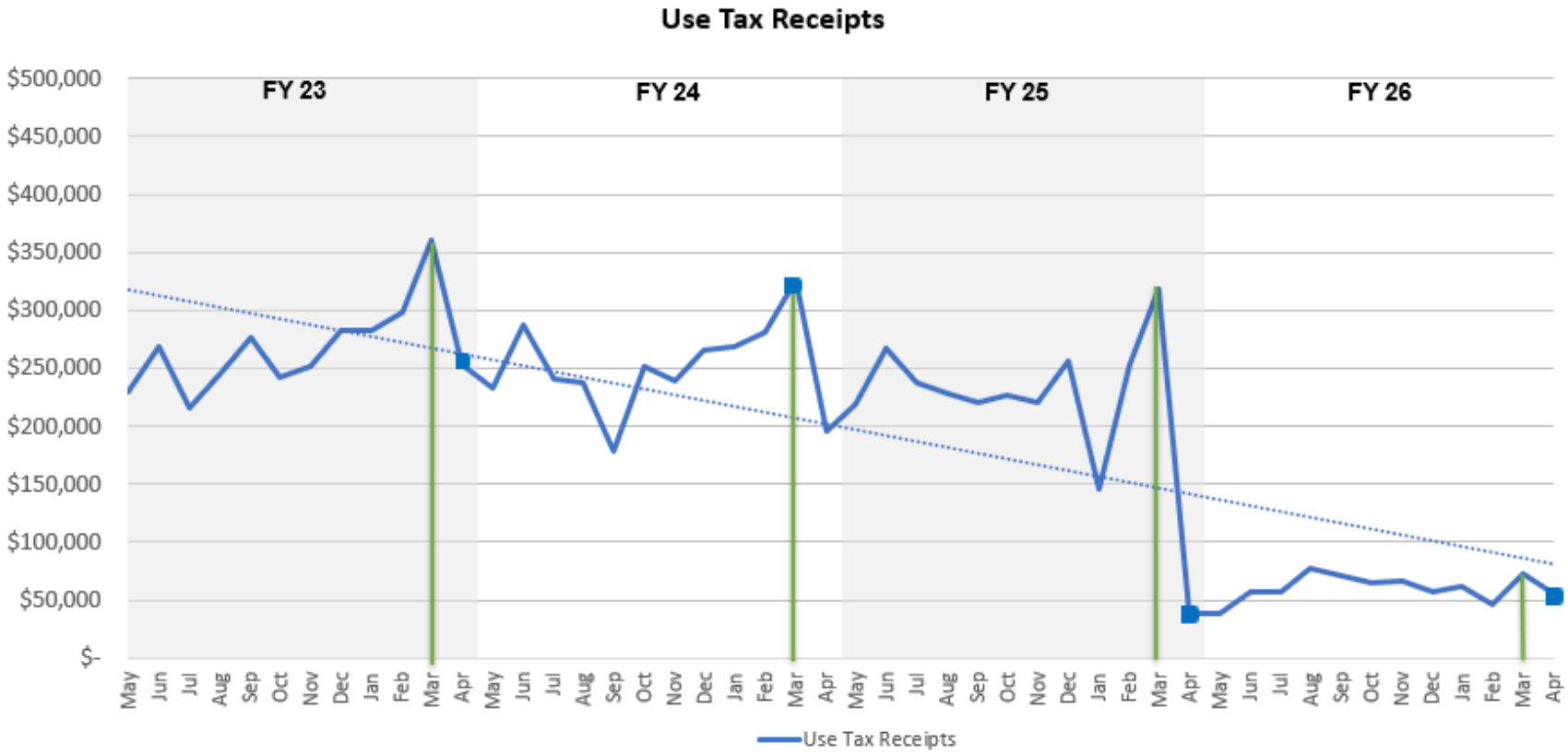
April **State Sales** tax receipts (General Fund), which were for January sales, totaled $3,192,947, a $1,812 or a 0.06% increase compared to the same month last year. The peak values in this chart reflect March revenues, which correspond to December sales.



April **Home Rule Sales** tax receipts (General Fund), which were for January sales, totaled $2,083,833, a $258,085 or a 14.1% increase compared to the same month last year. The peak values in this chart reflect March revenues, which correspond to December sales.

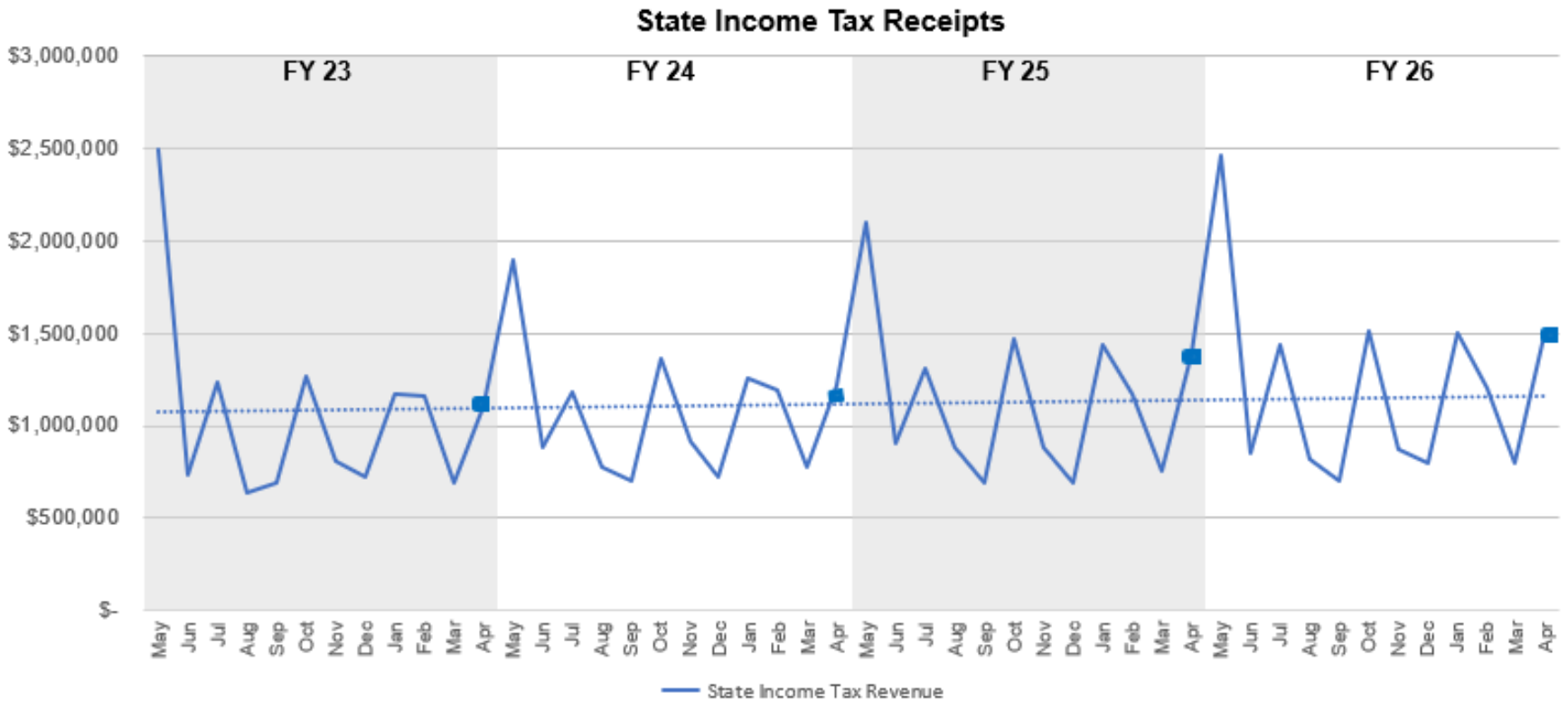


April **Use Tax** receipts, which were for January activity, totaled $55,775 a $16,738 or 42.9% increase, compared to the same month last year. Use Tax receipts are currently allocated to the Capital Improvement Project (CIP) Fund and the Building Replacement Fund. IML reports: *Use Tax distributions continue to fall, and this rate of decline is expected to pick up once recent legislative changes come into effect. However, the Leveling the Playing Field Act, which established the collection of locally-imposed sales taxes on remote retailers and marketplace sales, municipalities can expect increased sales tax revenue.* The Village uses IML Use tax projections for budgeting, so this change was factored into the Revised FY25/26 Budget of $883,809.

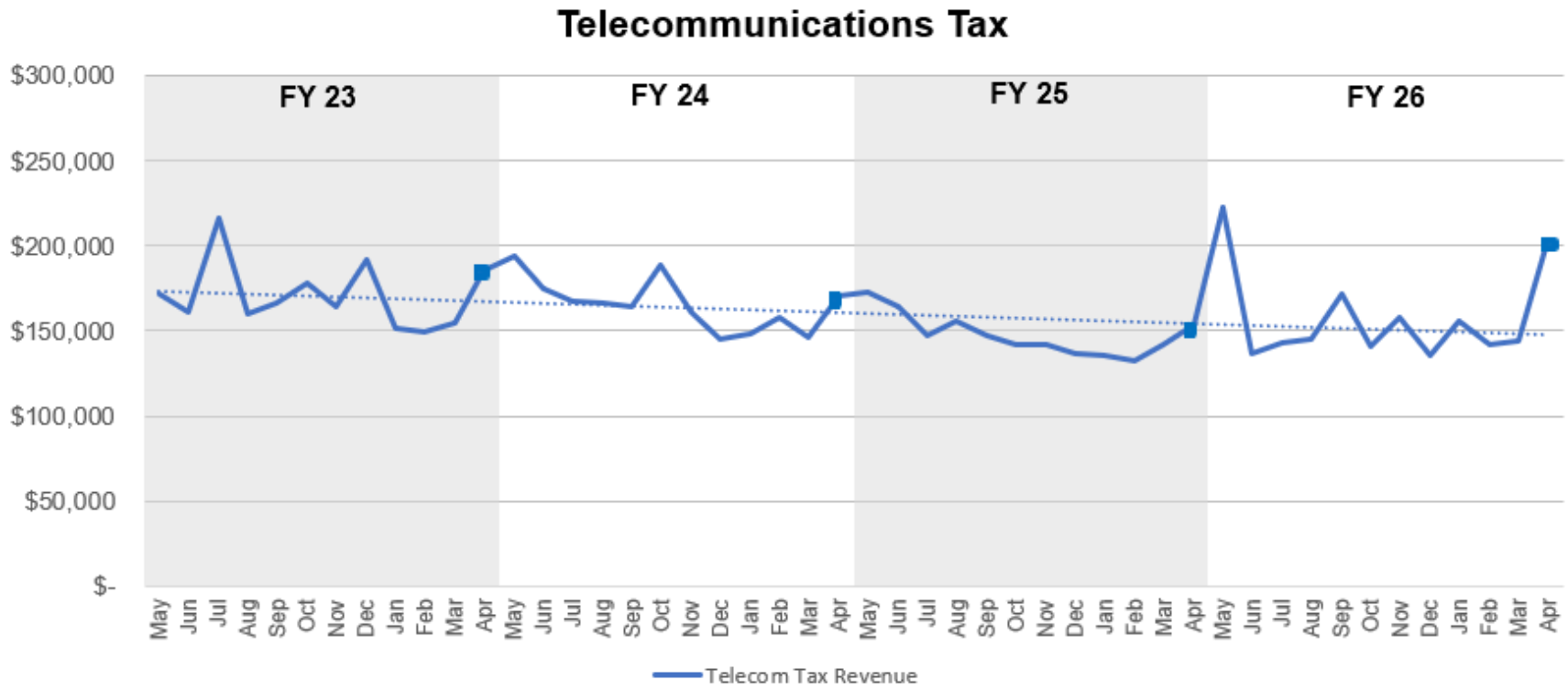


April **State Income Tax,** which are for March receipts, totaled $1,487,529 a $106,739 or 7.7% increase compared to the same month last year.

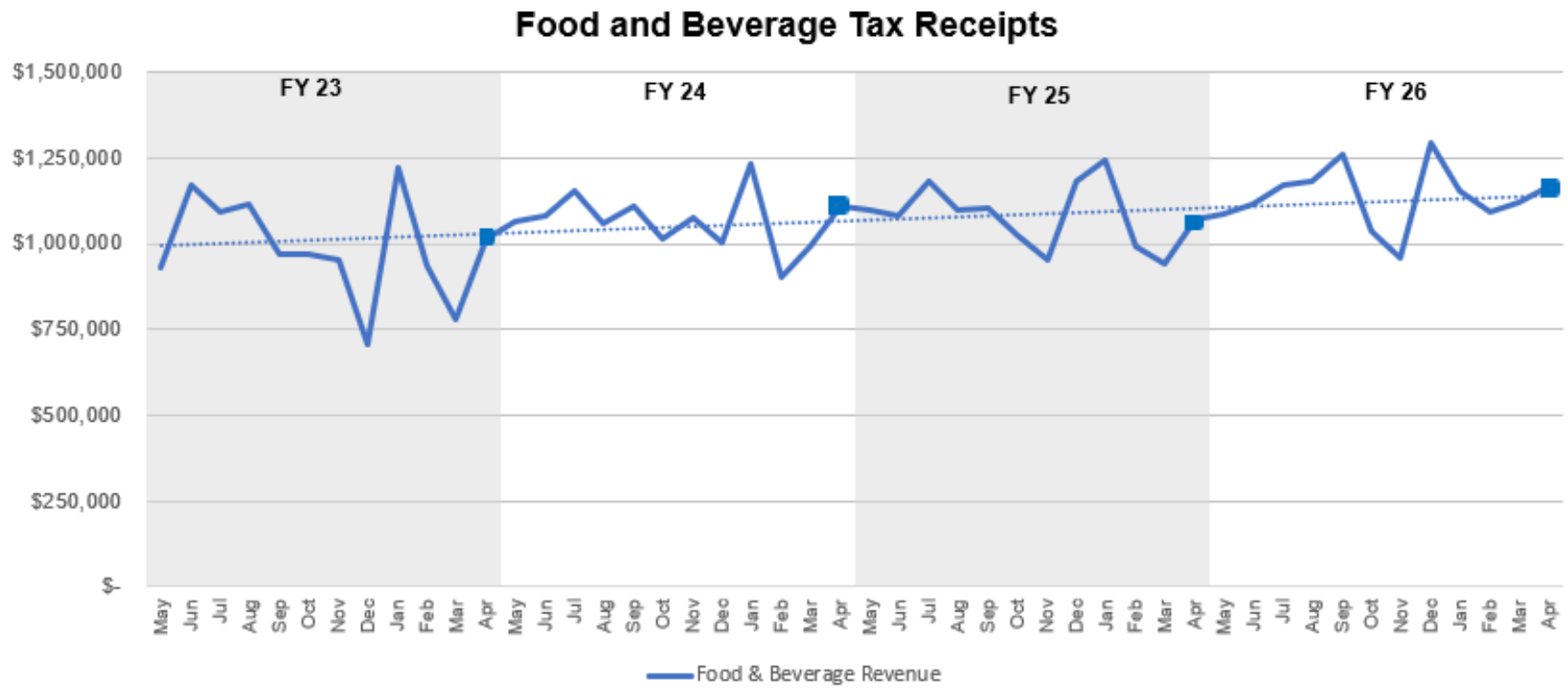
The State is distributing 6.47% of Income taxes to the Local Government Distributive Fund (LGDF), up from 6.16%, but still below the original allocation of 10%. The Village continues to advocate for restoration of this tax through its Legislative Action Plan.



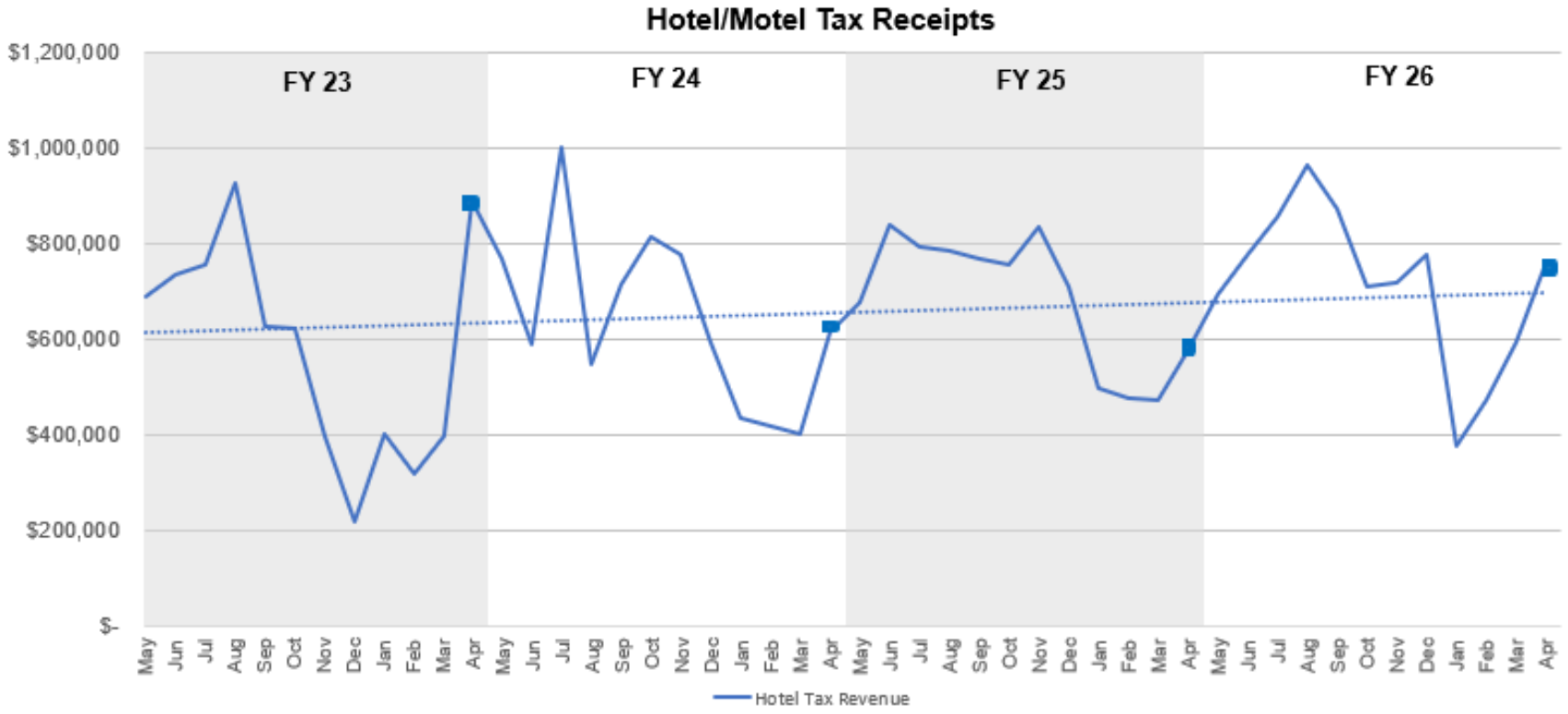
April **Telecommunications Tax** receipts, which represent January activity, totaled $202,185, a $48,638 or 31.7% increase compared to the same month last year.



April **Food and Beverage Tax** receipts, which reflect March sales, totaled $1,163,199, a $92,536 or 8.6% increase compared to the same month last year. There were 68 businesses delinquent with their payment, compared to 66 delinquent businesses at the same time last year. The Finance Department is following established procedures to ensure all businesses are in compliance.



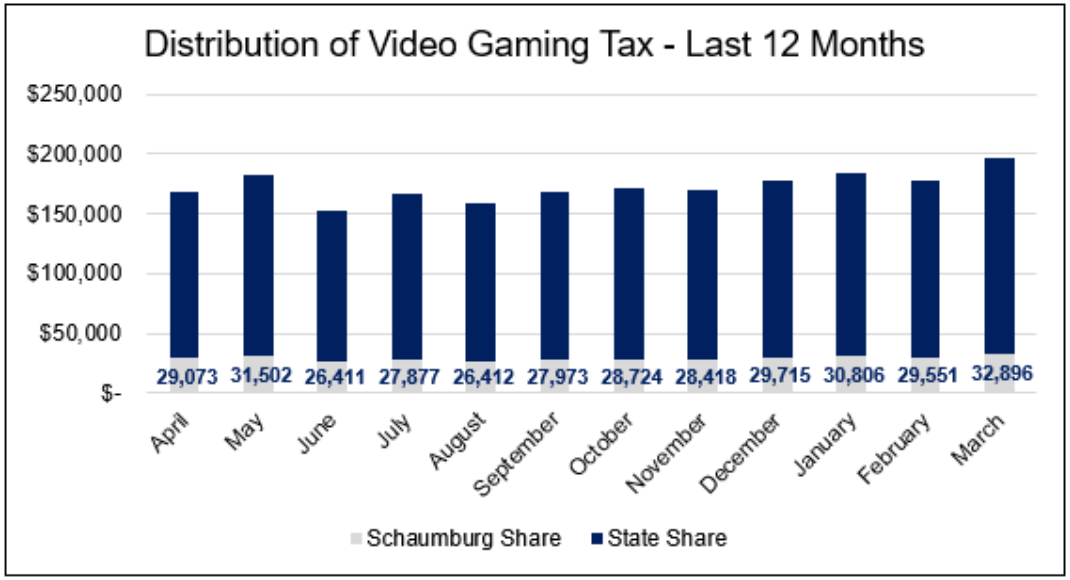
April **Hotel Tax** receipts totaled $763,388, which is a $184,671 or 31.9% increase compared to the same month last year. There were 4 delinquent taxpayers. Last month, 13 delinquencies were reported, and as such, some of this month's increase is due to the receipt of delinquent payments. Currently there are 35 active hotel/motel taxpayers, 31 hotels and 4 online travel companies. (Airbnb, Priceline, Rocket Travel, and Expedia (formerly Travelscape).




The Village of Schaumburg has been a financial supporter of Meet Chicago Northwest (MCNW) visitors and convention bureau for many years. Annual support is 10% of the Hotel/Motel tax revenue collected and deposited into the General Fund, which equates to the "10% of 4%" rule. This is used to support initiatives that bring tourism to the region. The most recent payment to MCNW was for $81,541, bringing the Fiscal Year 25-26 YTD total paid to $327,029.

**Video Gaming-** the State of Illinois imposes a tax of 30% of net terminal income (NTI) earned on video gaming terminals (VGTs), of which 5/6 is retained by the state and the remaining 1/6 is distributed to municipalities. Additionally, the state imposes a 4% tax on NTI that was increased to 5% in the SFY2025 Budget. The state retains the entire portion of this tax, which is deposited into the Capital Projects Fund. Any licensed video gaming location may operate up to six (6) VGTs. To date, there are 19 Schaumburg businesses offering video gaming, with a total of 106 video gaming terminals as of March 2026.

In March 2026, gaming tax revenue of $32,896 was collected, contributing to a rolling 12-month total of $345,689. Displayed on the right is a listing of existing establishments along with their counts of VGTs.




| Video Gaming | |
|---|---|
| March 2026 | |
| **Establishment Name** | **VGT Count** |
| Bella Napoli | 6 |
| Blackhawk Restaurant and Bar | 4 |
| Chicago Prime Italian | 6 |
| Drink | 6 |
| Finn McCool's Irish Sports Pub | 6 |
| Frato's | 6 |
| Global Brew Tap House | 6 |
| Izzy's Slots | 6 |
| McCullough's Pub | 6 |
| Moretti's | 6 |
| Mugs Pizza & Ribs | 6 |
| Pilot Pete's | 4 |
| Shuffle's Cafe and Lounge - East Schaumburg | 6 |
| Shuffle's Cafe and Lounge - North Schaumburg | 6 |
| Shuffle's Cafe and Lounge - South Schaumburg | 6 |
| Shuffle's Cafe and Lounge - West Schaumburg | 6 |
| The Hideout | 4 |
| The Village Tavern & Grill | 6 |
| Westwood Tavern and Tap | 4 |
| | **106** |

## Other Tax Information

**Real Estate Transfer Tax** receipts totaled $49,177 during April, an 8.14% decrease from the same month last year, bringing the cumulative revenue for this fiscal year to $707,731. A total of 149 stamps were issued in April, compared to 195 stamps in the same month last year, which is a 30.9% decrease.

**Local Motor Fuel Tax** is comprised of 15 gas stations remitting the $0.03/gallon local motor fuel tax. Receipts for April, which represent March sales, totaled $69,132, which is $170 or 0.002% lower compared to the same month last year. There were 2 delinquent taxpayers that Finance is working with to gain compliance. YTD revenues are $789,360; the total budget for this tax is $824,180, which is close to the budget target.

**Cannabis Tax** revenue generated by adult-use cannabis sales began on January 1, 2020. Under Illinois' Cannabis Regulation and Tax Act (CRTA), two types of taxes are levied on cannabis sales. The state imposes a 7% cultivation privilege tax on the gross receipts from the sale of adult-use cannabis by a cultivator to a dispensary. The State disburses a portion of the sales tax to local governments. Fiscal year tax receipts for State recreational cannabis tax are $118,330. CRTA allows Municipalities to collect up to 3% in cannabis tax, which the village has elected to do. Since there are only four dispensaries in the village, reporting actual results for the local cannabis tax would be a violation of the confidentiality agreement with the State of Illinois. As such, this revenue is aggregated and reported under Other Revenue. Local cannabis taxes have decreased from a high of $1.28 million in FY22 to a projected $825,000 for FY26 due to high tax rates, competition from the underground marijuana market, and competition from hemp businesses.

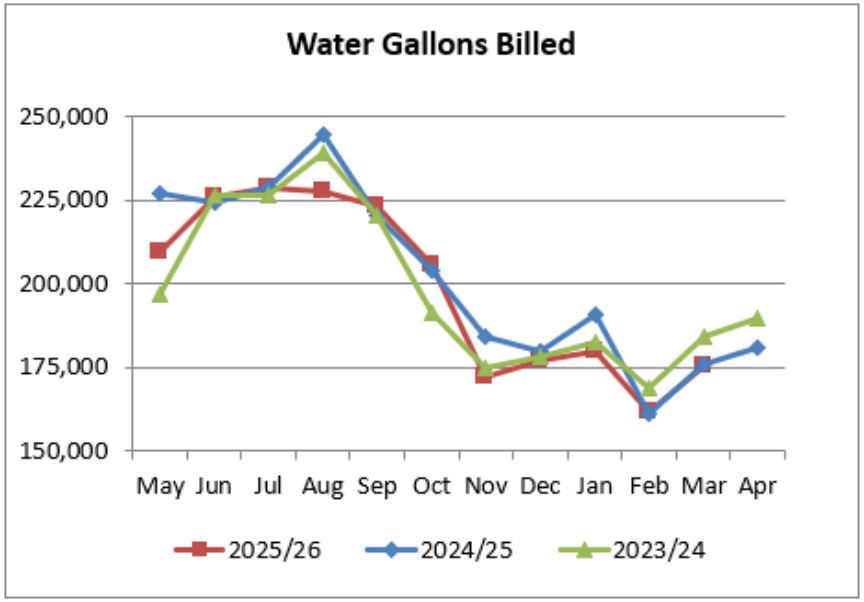
**Electricity Tax** the Village received $278,177 in April from ComEd for the Municipal Electric Utility tax. Proceeds from this tax are recorded in the Capital Improvement Fund. The fiscal year-to-date total is $3,684,833; $3.8 million annually is projected.

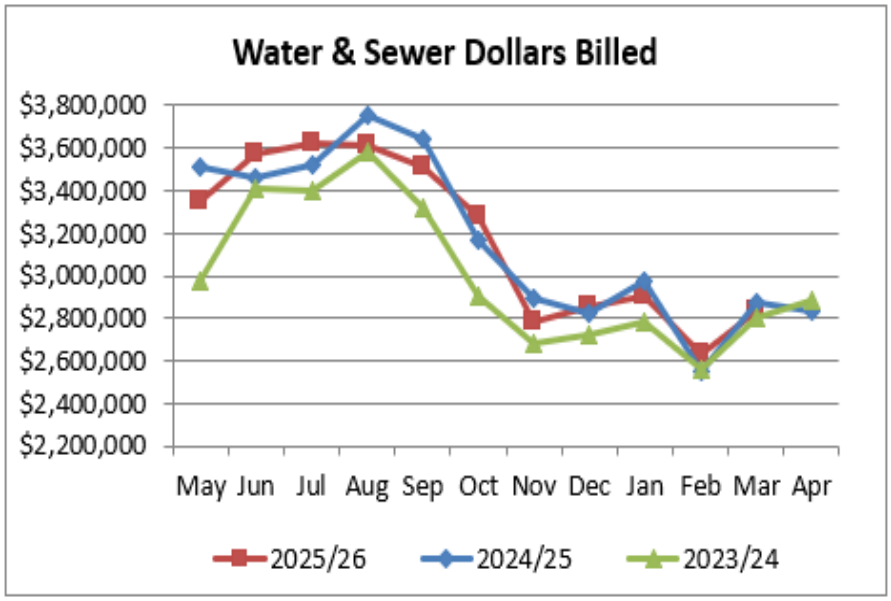
**CPI (Consumer Price Index)** From the March Report, CPI for Chicago-Naperville-Elgin area rose 2.3% year-over-year. The index for all items less food and energy increased 0.1% over the year. Food prices rose 3.6%. Energy prices fell 8.5%. The April 2026 CPI report is not yet available.

**PCE (Personal Consumption Expenditures).** From the same month one year ago, the PCE price index for March increased 3.5%. Excluding food and energy, the PCE price index increased 3.2% from one year ago.

**PPI (Producer Price Index)** for final demand increased 0.5% in March. Prices for final demand goods advanced 1.6%, and the index for final demand services was unchanged. Prices for final demand rose 4.0% from one year ago.

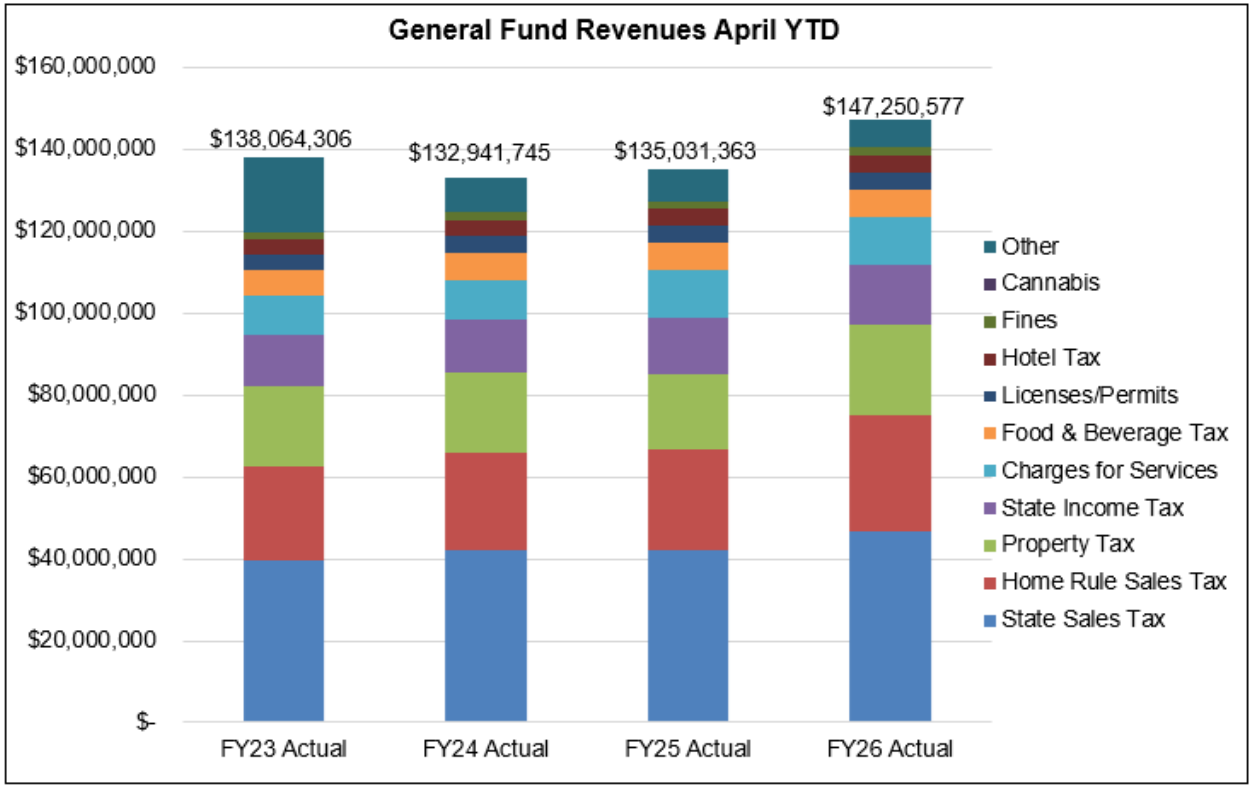
| Description | March 2025 Number | March 2025 Amount | March 2026 Number | March 2026 Amount | YTD FY25/26 Number | YTD FY25/26 Amount |
|---|---|---|---|---|---|---|
| Bills Sent | 26,652 | $2,834,282 | 26,699 | $2,834,835 | 294,411 | $34,965,794 |
| Shut Off Notices Sent | 523 | $102,440 | 674 | $184,866 | 6,886 | $1,809,312 |
| Services Shut Off | 31 | N/A | 36 | N/A | 392 | N/A |
| Penalties | 3,540 | $24,579 | 3,541 | $26,698 | 35,742 | $364,098 |
| New Direct Debit Accounts | 89 | N/A | 74 | N/A | 1,077 | N/A |
| Total Direct Debits | 7,738 | N/A | 8,351 | N/A | 80,032 | N/A |
| Direct Debits as % of Total Invoices | 29.0% | N/A | 31.2% | N/A | 27.2% | N/A |



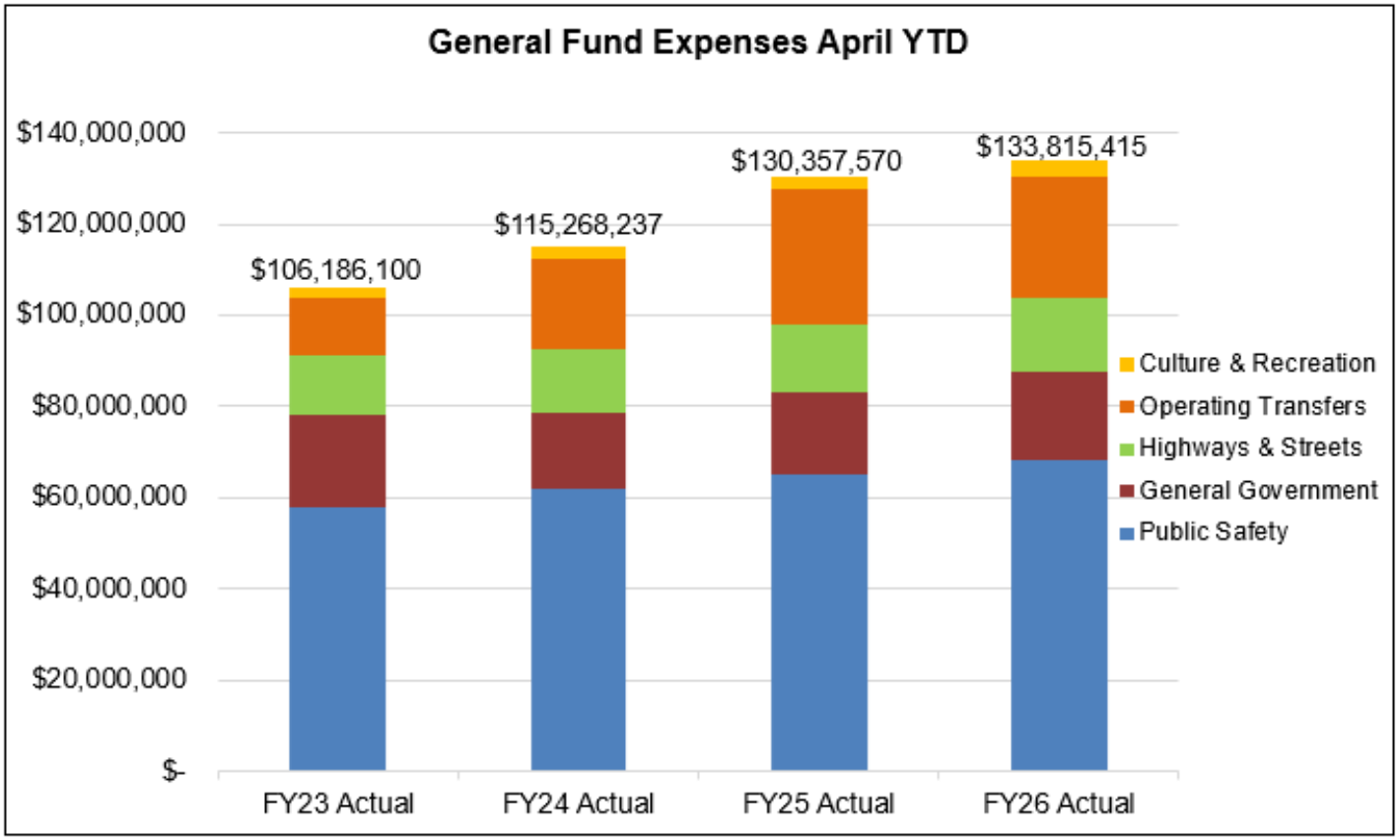
## General Fund Historical Trends

Below are charts comparing the YTD actual results of FY 22/23 – FY 25/26.



VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

## General Fund Historical Trends



## Monthly Financial Report - General Fund
April 30, 2026

| | Current Month | | | | YTD Actual | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | FY26 Amended Budget | Actual | $ Variance | % Variance | FY26 Amended Budget | Actual | $ Variance | % Variance | FY26 Amended Budget | YTD Actual % of Original Budget |
| **Revenues** | | | | | | | | | | |
| State Sales Tax | $ 3,395,575 | $ 3,192,947 | $ (202,628) | (6.0%) | $ 46,020,000 | $ 46,744,520 | $ 724,521 | 1.6% | $ 46,020,000 | 101.6% |
| Property Taxes | - | - | - | 0.0% | 19,479,582 | 22,255,750 | 2,776,168 | 14.3% | 19,479,582 | 114.3% |
| Home-Rule Sales Tax | 1,938,938 | 2,083,833 | 144,895 | 7.5% | 25,800,000 | 28,071,030 | 2,271,030 | 8.8% | 25,800,000 | 108.8% |
| State Income Tax | 1,416,239 | 1,487,529 | 71,290 | 5.0% | 14,033,949 | 14,434,454 | 400,505 | 2.9% | 14,033,949 | 102.9% |
| Food & Beverage Tax | 502,497 | 581,218 | 78,721 | 15.7% | 6,029,967 | 6,776,234 | 746,267 | 12.4% | 6,029,967 | 112.4% |
| Hotel Tax | 347,707 | 381,694 | 33,987 | 9.8% | 4,172,486 | 4,297,501 | 125,015 | 3.0% | 4,172,486 | 103.0% |
| Local Grocery Sales Tax | 340,000 | 301,651 | (38,349) | (11.3%) | 340,000 | 301,651 | (38,349) | (11.3%) | 340,000 | 88.7% |
| Cannabis Tax | 10,890 | 10,871 | (19) | (0.2%) | 130,680 | 118,330 | (12,350) | (9.5%) | 130,680 | 90.5% |
| Licenses & Permits | 175,003 | 299,565 | 124,562 | 71.2% | 4,103,949 | 4,305,703 | 201,754 | 4.9% | 4,103,949 | 104.9% |
| Charges for Services | 1,121,548 | 647,424 | (474,124) | (42.3%) | 11,556,179 | 11,701,489 | 145,310 | 1.3% | 11,556,179 | 101.3% |
| Fines & Forfeits | 147,126 | 114,920 | (32,206) | (21.9%) | 1,847,135 | 1,708,782 | (138,353) | (7.5%) | 1,847,135 | 92.5% |
| Other | 370,381 | 444,173 | 73,792 | 19.9% | 5,666,646 | 5,605,515 | (61,131) | (1.1%) | 5,666,646 | 98.9% |
| Transfers In | 122,468 | 77,468 | (45,000) | (36.7%) | 1,469,618 | 929,618 | (540,000) | (36.7%) | 1,469,618 | 63.3% |
| **Total Revenues** | **$ 9,888,372** | **$ 9,623,293** | **$ (265,076)** | **(2.7%)** | **$ 140,650,191** | **$ 147,250,577** | **$ 6,600,388** | **4.7%** | **$ 140,310,191** | **104.9%** |
| **Expenditures** | | | | | | | | | | |
| President & Board | $ 30,532 | $ 23,891 | $ (6,641) | (21.8%) | $ 392,580 | $ 368,222 | $ (24,358) | (6.2%) | $ 392,580 | 93.8% |
| Boards & Commissions | 23,534 | 18,856 | (4,678) | (19.9%) | 369,345 | 241,170 | (128,175) | (34.7%) | 369,345 | 65.3% |
| General Government | 170,481 | 143,105 | (27,376) | (16.1%) | 2,320,048 | 1,901,909 | (418,139) | (18.0%) | 2,320,048 | 82.0% |
| Communications | 71,500 | 122,492 | 50,992 | 71.3% | 913,193 | 810,372 | (102,821) | (11.3%) | 913,193 | 88.7% |
| Finance | 3,492,813 | 173,953 | (3,318,860) | (95.0%) | 5,583,369 | 2,145,369 | (3,438,000) | (61.6%) | 5,583,369 | 38.4% |
| Info Technology | 379,739 | 178,427 | (201,312) | (53.0%) | 5,274,093 | 4,838,708 | (435,385) | (8.3%) | 5,274,093 | 91.7% |
| Human Resources | 148,005 | 157,902 | 9,897 | 6.7% | 2,100,573 | 2,004,474 | (96,099) | (4.6%) | 2,100,573 | 95.4% |
| Cultural Services | 209,079 | 194,004 | (15,075) | (7.2%) | 3,329,722 | 3,205,420 | (124,302) | (3.7%) | 3,329,722 | 96.3% |
| Police | 3,606,159 | 2,343,303 | (1,262,856) | (35.0%) | 38,474,893 | 36,311,523 | (2,163,370) | (5.6%) | 38,474,893 | 94.4% |
| Fire | 3,212,384 | 2,209,659 | (1,002,725) | (31.2%) | 33,284,078 | 31,842,641 | (1,441,437) | (4.3%) | 33,284,078 | 95.7% |
| Public Works | 1,277,688 | 1,103,718 | (173,970) | (13.6%) | 16,546,292 | 15,619,154 | (927,138) | (5.6%) | 16,546,292 | 94.4% |
| Community Development | 508,696 | 464,860 | (43,836) | (8.6%) | 6,486,685 | 5,756,228 | (730,457) | (11.3%) | 6,486,685 | 88.7% |
| Economic Development | 66,102 | 108,423 | 42,321 | 64.0% | 1,292,220 | 1,165,519 | (126,701) | (9.8%) | 1,292,220 | 90.2% |
| Transportation | 56,111 | 44,329 | (11,782) | (21.0%) | 731,240 | 620,956 | (110,284) | (15.1%) | 731,240 | 84.9% |
| Excess Reserve Distribution | - | - | - | 0.0% | - | 16,177,428 | 16,177,428 | 0.0% | - | 0.0% |
| Operating Transfers Out | 900,527 | 900,527 | - | 0.0% | 10,806,320 | 10,806,320 | - | 0.0% | 10,806,320 | 100.0% |
| **Total Expenditures** | **$ 14,153,352** | **$ 8,187,449** | **$ (5,965,903)** | **(42.2%)** | **$ 127,904,652** | **$ 133,815,416** | **$ 5,910,761** | **4.6%** | **$ 127,904,652** | **104.6%** |
| **Surplus (Deficit)** | **$ (4,264,980)** | **$ 1,435,844** | **$ 5,700,826** | | **$ 12,745,539** | **$ 13,435,161** | **$ 689,626** | | **$ 12,405,539** | |

**Monthly Financial Report - April 30, 2026**
**Water Utility Fund**

| | Current Month | | | | YTD Actual | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | FY26 Amended Budget | Actual | $ Variance | % Variance | FY26 Amended Budget | Actual | $ Variance | % Variance | Total Amended Budget | YTD Actual % Amended Budget |
| **Revenues** | | | | | | | | | | |
| W & S Charges | $ 3,138,745 | $ 2,867,939 | $ (270,806) | (8.6%) | $ 39,640,817 | $ 37,832,999 | $ (1,807,818) | (4.6%) | $ 39,640,817 | 95.4% |
| Tap On Fees | 11,667 | 12,408 | 741 | 6.4% | 140,000 | 92,827 | (47,173) | (34%) | 140,000 | 66.3% |
| Other Revenue | 149,492 | 26,312 | (123,180) | (82.4%) | 1,288,224 | 595,640 | (692,584) | (53.8%) | 1,288,224 | 46.2% |
| **Total Revenues** | **$ 3,299,903** | **$ 2,906,659** | **$ (393,244)** | **(11.9%)** | **$ 41,069,041** | **$ 38,521,466** | **$ (2,547,575)** | **(6.2%)** | **$ 41,069,041** | **93.8%** |
| **Expenditures** | | | | | | | | | | |
| Salaries & Wages | $ 312,553 | $ 314,306 | $ 1,753 | 0.6% | $ 4,130,445 | $ 4,104,457 | $ (25,988) | (0.6%) | $ 4,130,445 | 99.4% |
| Employee Insurance | 63,785 | 63,785 | 0 | 0.0% | 765,416 | 765,416 | 0 | 0.0% | 765,416 | 100.0% |
| Employment Taxes | 22,850 | 23,799 | 949 | 4.2% | 297,050 | 306,743 | 9,693 | 3.3% | 297,050 | 103.3% |
| Pensions | 22,099 | 27,529 | 5,431 | 24.6% | 287,282 | 315,599 | 28,317 | 9.9% | 287,282 | 109.9% |
| Other Payroll Expenses | 269 | 216 | (53) | (19.7%) | 22,246 | 22,273 | 27 | 0.1% | 22,246 | 100.1% |
| Supplies | 64,051 | 97,860 | 33,809 | 52.8% | 768,765 | 594,242 | (174,523) | (22.7%) | 768,765 | 77.3% |
| Services and Charges | 300,464 | 274,226 | (26,238) | (8.7%) | 3,643,438 | 3,145,580 | (497,858) | (13.7%) | 3,643,438 | 86.3% |
| JAWA | 1,302,077 | 1,374,485 | 72,407 | 5.6% | 16,916,876 | 17,228,712 | 311,836 | 1.8% | 16,916,876 | 101.8% |
| Capital Expenditures | 1,179,620 | 892,928 | (286,692) | (24.3%) | 14,155,440 | 7,893,017 | (6,262,423) | (44.2%) | 14,155,440 | 55.8% |
| Depreciation/Bad Debt | 202,624 | 200,007 | (2,617) | (1.3%) | 2,420,488 | 2,400,563 | (19,925) | (0.8%) | 2,420,488 | 99.2% |
| Operating Transfers Out | 307,534 | 307,534 | 0 | 0.0% | 3,690,409 | 3,690,409 | 0 | 0.0% | 3,690,409 | 100.0% |
| **Total Expenditures** | **$ 3,777,926** | **$ 3,576,674** | **$ (201,252)** | **(5.3%)** | **$ 47,097,855** | **$ 40,467,010** | **$ (6,630,845)** | **(14.1%)** | **$ 47,097,855** | **85.9%** |
| **Surplus (Deficit)** | **$ (478,023)** | **$ (670,015)** | **$ (191,992)** | | **$ (6,028,814)** | **$ (1,945,544)** | **$ 4,083,270** | | **$ (6,028,814)** | |

Monthly Financial Report - March 31, 2026
Hotel and Convention Center Funds

| | Current Month | | | | YTD Actual | | | | 2026 | YTD Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | $ Variance | % Variance | Budget | Actual | $ Variance | % Variance | Annual Budget | % of Annual Budget |
| **Convention Center Fund (590)** | | | | | | | | | | |
| **Revenues (590)** | | | | | | | | | | |
| Hotel Tax | $ 201,717 | $ 149,244 | $ (52,473) | (26.0%) | $ 640,370 | $ 556,096 | $ (84,274) | (13.2%) | $ 3,625,610 | 15.3% |
| Telecommunications Tax | 289 | 210 | (79) | (27.4%) | 868 | 708 | (160) | (18.4%) | 3,472 | 20.4% |
| Amusement Tax | 185,203 | 252,227 | 67,024 | 36.2% | 646,341 | 702,800 | 56,459 | 8.7% | 2,827,103 | 24.9% |
| H. R. Sales Tax - Renaissance | 15,461 | 11,045 | (4,416) | (28.6%) | 42,141 | 42,620 | 479 | 1.1% | 189,472 | 22.5% |
| Food & Beverage Tax | 300,092 | 280,370 | (19,722) | (6.6%) | 927,907 | 901,346 | (26,561) | (2.9%) | 3,732,800 | 24.1% |
| State Sales Tax - Renaissance | 15,461 | 11,045 | (4,416) | (28.6%) | 42,141 | 42,620 | 479 | 1.1% | 189,472 | 22.5% |
| Invstmt Inc/Host Lease/Land Sale | 254,208 | 181,273 | (72,935) | (28.7%) | 762,625 | 392,885 | (369,740) | (48.5%) | 3,050,500 | 12.9% |
| Operating Transfers In | 755,255 | - | (755,255) | (100.0%) | 2,265,764 | - | (2,265,764) | (100.0%) | 9,063,055 | 0.0% |
| **Total Revenues (590)** | **$ 1,727,686** | **$ 885,414** | **$ (842,272)** | **(48.8%)** | **$ 5,328,157** | **$ 2,639,075** | **$ (2,689,082)** | **(50.5%)** | **$ 22,681,484** | **11.6%** |
| **Expenditures (590)** | | | | | | | | | | |
| Professional Services | $ 27,083 | $ 38,459 | $ 11,376 | 42.0% | $ 81,250 | $ 41,081 | $ (40,169) | (49.4%) | $ 325,000 | 12.6% |
| Tax Exempt Bond Interest | - | - | - | 0.0% | - | - | - | 0.0% | 7,884,150 | 0.0% |
| Capital/Equity Transfers Out | - | - | - | 0.0% | - | - | - | 0.0% | - | 0.0% |
| Depreciation and Amortization | 525,000 | 525,000 | - | 0.0% | 1,575,000 | 1,575,000 | - | 0.0% | 6,300,000 | 25.0% |
| **Total Expenditures (590)** | **$ 552,083** | **$ 563,459** | **$ 11,376** | **2.1%** | **$ 1,656,250** | **$ 1,616,081** | **$ (40,169)** | **(2.4%)** | **$ 14,509,150** | **11.1%** |
| **Surplus/ (Deficit) (590)** | **$ 1,175,603** | **$ 321,955** | **$ (853,648)** | | **$ 3,671,907** | **$ 1,022,994** | **$ (2,648,912)** | | **$ 8,172,334** | |
| **Renaissance Hotel/CC Fund (591)** | | | | | | | | | | |
| **Revenues (591)** | | | | | | | | | | |
| Hotel Room Revenue | $ 1,707,711 | $ 1,882,104 | $ 174,393 | 10.2% | $ 4,553,391 | $ 5,092,082 | $ 538,691 | 11.8% | $ 20,708,843 | 24.6% |
| Banquet Revenue | 1,499,703 | 1,636,121 | 136,418 | 9.1% | 4,094,684 | 5,703,906 | 1,609,222 | 39.3% | 20,798,600 | 27.4% |
| Restaurant Revenue | 451,184 | 545,490 | 94,306 | 20.9% | 1,119,567 | 1,242,618 | 123,051 | 11.0% | 4,149,500 | 29.9% |
| Other Hotel/CC Revenue | 505,751 | 469,390 | (36,361) | (7.2%) | 1,324,320 | 1,760,466 | 436,146 | 32.9% | 5,196,857 | 33.9% |
| Equity/Capital Transfers In | - | - | - | 0.0% | - | - | - | 0.0% | - | 0.0% |
| **Total Revenues (591)** | **$ 4,164,348** | **$ 4,533,105** | **$ 368,757** | **8.9%** | **$ 11,091,963** | **$ 13,799,072** | **$ 2,707,109** | **24.4%** | **$ 50,853,800** | **27.1%** |
| **Expenditures (591)** | | | | | | | | | | |
| Hotel Room Expenses | $ 629,495 | $ 547,115 | $ (82,380) | (13.1%) | $ 1,566,368 | $ 1,687,817 | $ 121,449 | 7.8% | $ 6,338,275 | 26.6% |
| Kitchen Expenses | 675,561 | 641,428 | (34,133) | (5.1%) | 1,712,364 | 1,889,865 | 177,501 | 10.4% | 6,456,542 | 29.3% |
| Banquet Expenses | 588,950 | 524,214 | (64,736) | (11.0%) | 1,647,573 | 1,812,415 | 164,842 | 10.0% | 6,690,636 | 27.1% |
| Restaurant Expenses | 237,407 | 230,475 | (6,932) | (2.9%) | 582,075 | 623,118 | 41,043 | 7.1% | 2,201,286 | 28.3% |
| Capital Outlay | 214,033 | 391,681 | 177,648 | 83.0% | 642,100 | 837,578 | 195,478 | 30.4% | 2,568,400 | 32.6% |
| Other Expenses | 1,453,668 | 1,502,677 | 49,009 | 3.4% | 4,203,398 | 4,500,166 | 296,768 | 7.1% | 17,191,754 | 26.2% |
| Transfer to Convention Center | 759,398 | - | (759,398) | (100.0%) | 2,278,193 | - | (2,278,193) | (100.0%) | 9,112,771 | 0.0% |
| **Total Expenditures (591)** | **$ 4,558,513** | **$ 3,837,590** | **$ (720,923)** | **(15.8%)** | **$ 12,632,071** | **$ 11,350,959** | **$ (1,281,112)** | **(10.1%)** | **$ 50,559,664** | **22.5%** |
| **Surplus/ (Deficit) (591)** | **$ (394,165)** | **$ 695,515** | **$ 1,089,680** | | **$ (1,540,108)** | **$ 2,448,114** | **$ 3,988,221** | | **$ 294,136** | |
| **Net Surplus/ (Deficit)** | **$ 781,438** | **$ 1,017,469** | **$ 236,032** | | **$ 2,131,799** | **$ 3,471,108** | **$ 1,339,309** | | **$ 8,466,470** | |

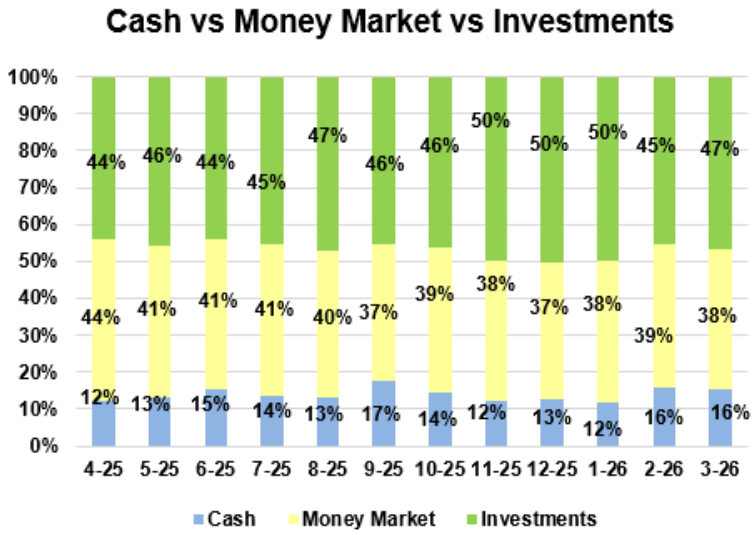
## BIDS, RFPS, AND CONTRACTS $25,000 TO $75,000

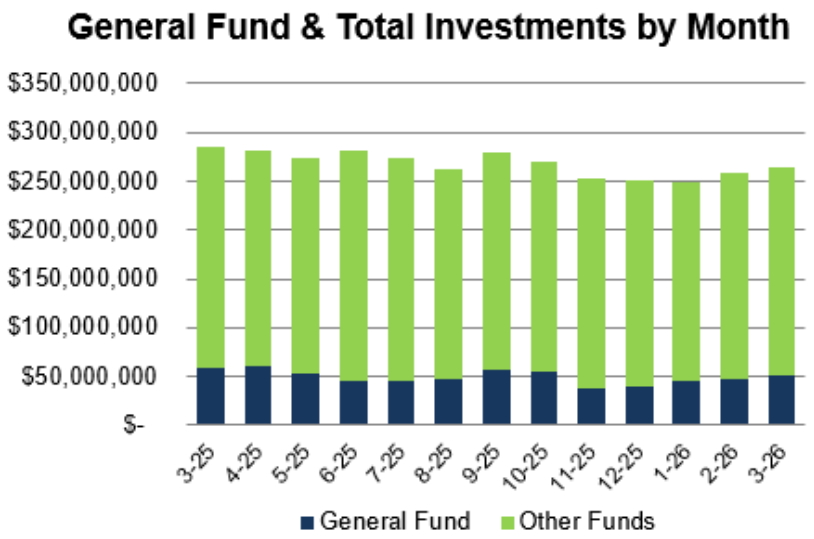
| Date | Project | Vendor | Amount |
|---|---|---|---|
| 4/24/2026 | 2026 Proactive Sidewalk Evaluation | IMS Infrastructure Management | $ 42,185 |
| 4/29/2026 | Talent Management System | SuccessFactors | $ 64,094 |
| 4/30/2026 | HireSelect Subscription for pre-employment assessments | Criteria | $ 24,505 |
| 4/30/2026 | Purchase of one 2026 Ford F-150 | Participation in the Suburban Purchasing Cooperative | $ 62,000 |
| | | | |
| | | **Monthly Total** | **$ 192,784** |
| | | Year to Date Total | $1,871,320 |

# SUMMARY OF CASH AND INVESTMENTS

**VILLAGE OF SCHAUMBURG**
**STATEMENT OF CASH AND INVESTMENTS**
**March 31, 2026**

| | Par Value | Current Book Value | Market Value | Percent Total Book Value |
|---|---|---|---|---|
| Cash | 41,030,025 | 41,030,025 | 41,030,025 | 16% |
| Money Market | 100,242,606 | 100,242,606 | 100,242,606 | 38% |
| CDs | 31,925,509 | 31,925,509 | 31,979,980 | 12% |
| Agency Bonds | 60,250,000 | 60,178,457 | 60,122,575 | 23% |
| US Treasury Notes | 18,150,000 | 18,160,881 | 18,147,988 | 7% |
| Municipal Bonds | 13,361,000 | 12,967,682 | 12,912,445 | 5% |
| | $ 264,959,140 | $ 264,505,161 | $ 264,435,618 | 100% |
| **Last Year** | $ 286,597,221 | $ 286,094,464 | $ 285,837,232 | |
| **% Change from Last Year** | -7.5% | -7.5% | -7.5% | |




*The $20 million settlement payment to Zurich posted in Feb. 2025.

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve a Development Agreement for a Cook County Class 6B Property Tax Incentive at 415 E. State Parkway for 415 E. State LLC with Special Circumstances**
**05/26/26**
**Village Board**

Presenter: Liz Dechant, Assistant Director of Economic Development
Lead Department: Economic Development

***Executive Summary:***

415 E State LLC is requesting a Cook County Class 6B at 415 E. State Parkway to support the purchase of the 76,098 square foot industrial building that was previously occupied by MLRP 415 State Parkway LLC operating as the Pull'R Holding Company. The Applicant anticipates closing on the Subject Property in June 2026 for $7.15M, contingent on the approval of the Class 6B incentive, and reaching full occupancy of the property in July 2026. At that point, the property will have reached nearly 15 months of continuous vacancy. Therefore, the Village incentive request is done with "special circumstances."

The property will serve as the new corporate headquarters for Boiler Equipment Company LLC and their business entity IA Manufacturing LLC. They plan to consolidate and relocate four existing business entity locations, currently in Oakbrook Terrace, Lombard, and Montgomery, IL and Atlantic, IA, into the property, which will be used for warehousing, repairing and selling boiler equipment. They plan to bring 25 full-time employees. The applicant will invest $940,000 to improve the property with five upgraded cranes, upgraded electrical service, new solar panels and EVA chargers, tuckpointing, and an interior office buildout.

***Recommended Action:***

The Village Manager recommends the Finance, Legal, Administrative and General Government Committee recommend to the Village Board approval of a Development Agreement for a Cook County Class 6B property tax incentive at 415 E. State Parkway for 415 E State LLC with special circumstances.

**ATTACHMENTS:**
- 6B Application 415 E State LLC.pdf
- Resolution 415 E State LLC R-26-.pdf
- RDA 415 E State LLC.pdf
- Memo for SBDC 415 E State Parkway BEC.pdf

"DATE-STAMP"

**FITZGERALD LAW GROUP, P.C.**

PRACTICE LIMITED TO PROPERTY TAXATION

7035 HIGH GROVE BOULEVARD
BURR RIDGE, ILLINOIS 60527-7504

TELEPHONE (630) 371-4000

VISIT OUR WEBSITE AT:
WWW.PROPERTYTAX.COM

ESTABLISHED 1987

PURCHASING

FEB 13 2026

RECEIVED

February 12, 2026

Mr. Matt Frank, Director
Economic Development Department
Village of Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60193-1899

**Re: Class 6B Incentive Eligibility Application**
415 East State Parkway, Schaumburg, Illinois 60173
PIN: 07-11-303-004-0000

Dear Mr. Frank:

Enclosed please find an application for a 6B, as well as a copy of the Class 6B Eligibility Application and supporting documents for the captioned property, which have been submitted to the Cook County Assessor's office. On behalf of the applicant, 415 E State LLC, I hereby request a resolution from the Village of Schaumburg in support of and consenting to a Class 6B Incentive on the captioned property.

Enclosed, please find the following documents in support of the applicant's request:

- Village of Schaumburg Community Development Department 6B Application;
- Cook County Assessor's office Class 6B Incentive Eligibility Application;
- Incentives Class Living Wage Ordinance Affidavit;
- Applicant's summary in support of 6B Eligibility Application;
- Purchase and Sale Agreement (Exhibit "A");
- Identification of Persons or Entities Having an Interest (Exhibit "B");
- Background on Boiler Equipment Company (Exhibit "C");
- Legal description of subject property (Exhibit "D");
- ALTA Survey (Exhibit "E");
- Description of Intended Property Use (Exhibit "F");
- Proposed Development and Estimated Costs (Exhibit "G");
- Listing brochure (Exhibit "H");
- 2025 Vacancy Affidavit (Exhibit "I");
- 2026 Vacancy Affidavit (Exhibit "J"); and
- Check in the sum of $500.00 for the application fee to the Village of Schaumburg

Cordially,

**FITZGERALD LAW GROUP, P.C.**

Mary Kathleen Fitzgerald
Attorney at Law

Enclosures
MKF/dlr

"DATE-STAMP"

RECEIVED

FEB 13 2026

PURCHASING

VILLAGE OF SCHAUMBURG

**Community Development Department**
**6B APPLICATION**
101 Schaumburg Court, Schaumburg, IL 60193-1899
(Phone) 847.923.4430 (Fax) 847.923.4421

1. BACKGROUND INFORMATION:

a. Applicant: 415 E State LLC
Address: 1 Oakbrook Terrace, Suite 505
City: Oakbrook Terrace State: IL Zip: 60181
Telephone: 630-368-0332
(Number at which applicant can be reached during business hours)
Fax Number: n/a
E-mail Address: dsusin@industrialsteam.com

b. Chief Executive Officer:
Dominic J. Susin, Manager

c. Principle Contact Person: Mary Kathleen Fitzgerald
Title: Attorney at Law
Address: Fitzgerald Law Group, P.C. 7035 High Grove Boulevard
City: Burr Ridge State: IL Zip: 60527
Telephone: 630-371-4000
Fax Number: n/a
E-mail Address: ap@fitzgeraldlg.com

2. Name and addresses of commercial bankers that may be contacted for references:
Bank: Tyler McAdams, Fifth Third Bank 847-653-7690 tyler.mcadams@53.com
Address: 1400 16th Street
City: Oak Brook State: IL Zip: 60523

Bank: n/a
Address: n/a
City: n/a State: n/a Zip: n/a

3. Brief description of business, including history and type of ownership (attach additional information if deemed necessary): BEC Equipment LLC (Boiler Equipment Company) is a Manufacturers Representative in the boiler industry. Its primary focus is to sell new equipment in the Chicago area and to maintain installed equipment throughout the region by its service group.

4. Current facility location and reason for establishing new facility:

Address: 1 Oakbrook Terrace, Suite 505

City: Oakbrook Terrace State: IL Zip: 60181

Reason: Currently the company has warehouse and office space in Oakbrook Terrace, Lombard and Montgomery. This facility will consolidate those locations. A complete list of existing facility addresses is included in attached Exhibit "B"

5. Major products of the company: Boilers, burners and deaerators

6. Names of two or more customers: Chicago Transit Authority, Illinois Institute of Technology, Baxter Healthcare, Northwestern Memorial Hospital

7. Proposed location:

Address: 415 East State Parkway, Schaumburg, Illinois 60173

Parcel Identification Number: 07-11-303-004-0000

8. Project Value:

Land: $ n/a

Building: $ 7,300,000 (purchase price plus construction)

Personal Property: $ 150,000

Equipment: $ Included in personal property

9. Present Zoning Classification: M-P - Planned Manufacturing

10. Size of new facility in square feet: 76,098 square feet (existing)

11. Area of land required by the new facility in square feet or acres: 222,335 square feet (existing)

12. Environmental Impact (Check if you will have an impact):

| | | Yes | No |
|---|---|---|---|
| a. | Pollution as defined by EPA standards: | | |
| | 1. Water/type of effluent | | x |
| | 2. Air | | x |
| | 3. Odor | | x |
| | 4. Toxic substance storage | | x |
| | 5. Noise | | x |
| b. | Are pollution control devices by the facility required? | | x |

13. Community traffic impact:

a. Projected number of vehicles entering new facility per day:

| | | Peak Hours | Per Day |
|---|---|---|---|
| 1. Cars | 15 | 15 | 15 |
| 2. Trucks | 2 | 2 | 2-3 |

b. Traffic impact on existing roadway network (Describe any potential problems related to access to the facility, circulation or site safety that would require further traffic analysis):
No potential problems

14. Economic impact:

a. Number of employees at new facility:

| | Transfer from present facility | New | Total |
|---|---|---|---|
| Full Time | 24 | 0 | 24 |
| Part Time | 0 | 0 | 0 |

b. Type and number of skills required by the new facility:

| | |
|---|---|
| Management Level | x |
| Skilled | x |
| Unskilled | n/a |
| Clerical | x |

c. Yearly payroll of the facility: $ 5,000,000.00

d. Average employee salary: $ 200,000.00

e. Recurring revenues generated by the new facility:

1. Sales tax if applicable (annual based on 1.50 percent of applicable retail sales):
$200.00

2. Business License Fees (annual):
$550.00

f. Nonrecurring revenues or one-time fees realized to Village:

1. Building Permit Fees: $ TBD

2. Engineering Fees: $ TBD

g. Other financial information:

1. Equalized assessed valuation generated by the new facility
$ 1,825,000.00

2. Explain the methodology used in estimating equalized assessed value:
[$7,150,000 (purchase price) + $150,000 (construction costs)] x 25% level of assessment

3. List the real estate tax impact (annually) to all taxing bodies within the Village with the benefit of a Class 6B and without:

| Unit | Rate | Taxes Generated | With Class 6B |
|---|---|---|---|
| School District 54 | 3.685 | $67,251 | $26,901 |
| School District 211 | 2.710 | $49,458 | $19,783 |
| Harper College | 0.410 | $7,483 | $2,993 |
| Schaumburg Township | 0.101 | $1,843 | $737 |
| Schaumburg Park District | 0.633 | $11,552 | $4,621 |
| Township Library | 0.328 | $5,986 | $2,394 |
| Village of Schaumburg | 0.484 | $8,833 | $3,533 |

15. Will all of the space created by 6B tax incentive be used by the requestor? If not, how much is intended to be leased or rented: The space will be 100% used by Boiler Equipment Company

16. Does the requesting firm compete in the international marketplace? If so, what percentage of the firm's business is in foreign markets and who are the major foreign competitors (name of foreign films): No

17. To what degree has the requesting firm been involved in local community events? Please list those areas of involvement or sponsorship: The Boys and Girls Club of Chicago. Additionally, Kevin Summers of Boiler Equipment Company is a new member of the Schaumburg Business Association.

18. Has the requesting firm received financial assistance in the past? If so, explain what incentives were received and for what facility: No

19. Please provide legal description of property:
See attached Exhibit "D"

Applicant: Dominic J. Susin, Manager of 415 E State LLC
(Print or type name)

(Applicant's Signature)

Date 2/7/2026

**COOK COUNTY ASSESSOR**
**FRITZ KAEGI**

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

# CLASS 6B
# ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, ***a filing fee of $1000.00***, and supporting documentation *(except drawings and surveys)* must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

***Applicant Information***

Name: Dominic J. Susin Telephone: (630) 368-0332

Company: 415 E State LLC

Address: 1 Oakbrook Terrace, Suite 505

City: Oakbrook Terrace State: IL Zip Code: 60181

Email: dsusin@industrialsteam.com

***Contact Person (if different than the Applicant)***

Name: Mary Kathleen Fitzgerald Telephone: (630) 371-4000

Company: Fitzgerald Law Group, P.C.

Address: 7035 High Grove Boulevard

City: Burr Ridge State: IL Zip Code: 60527

Email: ap@fitzgeraldlg.com

***Property Description (per PIN)***

**If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.**

Street Address: (1) 415 East State Parkway

Permanent Real Estate Index Number: 07-11-303-004-0000

(2) _____

Permanent Real Estate Index Number: _____

(3) _____

Permanent Real Estate Index Number: _____

City: Schaumburg State: IL Zip Code: 60173

Township: Schaumburg Existing Class: 5-93

**Attach legal description, site dimensions and square footage and building dimensions and square footage.**

***Identification of Person Having an Interest in the Property***

Attach a complete list of all owners, developers, occupants and other interested parties *(including all beneficial owners of a land trust)* identified by names and addresses, and the nature and extent of their interest.

***Industrial Use***

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

***Employment Opportunities***

How many construction jobs will be created as a result of this development? 5

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 0 Part-time: 0

How many new permanent full-time jobs will be created by this proposed development? 24

How many new permanent part-time jobs will be created by this proposed development? 0

***Nature of Development***

Indicate nature of proposed development by checking the appropriate space:

[ ] New Construction **(Read and Complete Section A)**

[ ] Substantial Rehabilitation **(Read and Complete Section A)**
**Incentive only applied to the market value attributable to the rehabilitation**

[x] Occupation of Abandoned Property - No Special Circumstance
**(Read and Complete Section B)**

[ ] Occupation of Abandoned Property - With Special Circumstance
**(Read and Complete Section C)**

[ ] Occupation of Abandoned Property - **(CEERM Supplemental Application)**
**(Read and Complete Section C)**

***SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)***

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement *(excluding demolition, if any)*: _____

Estimated date of construction completion: _____

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits *(including date of issuance)*
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc)*

***SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)***

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 12 continuous months prior to the purchase for value?

   [x] YES [ ] NO

   When and by whom was the subject property last occupied prior to the purchase for value?

   The subject property was last occupied in March 2025 by the prior owner MLRP 415 State Parkway LLC

   Attach copies of the following documents:

   (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

| | |
|---|---|
| Estimated date of reoccupation: | July 1, 2026 |
| Date of Purchase: | To be supplied after closing |
| Name of purchaser: | 415 E State LLC |
| Name of seller: | MLRP 415 State Parkway LLC |
| Relationship of purchaser to seller: | n/a |

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement - to be supplied after closing
   (c) Recorded Deed - to be supplied after closing
   (d) Assignment of Beneficial Interest - to be supplied after closing
   (e) Real Estate Transfer Declaration - to be supplied after closing

***SECTION C (SPECIAL CIRCUMSTANCES)***

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 12 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 12 continuous months or greater**, complete section (2).

1. How long was the period of abandonment prior to the purchase for value? _____

   When and by whom was the subject property last occupied prior to the purchase for value?

   _____

   _____

   Attach copies of the following documents:

   (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

   (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 12-month abandonment period.*

   Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

   Estimated date of Reoccupation: _____
   Date of purchase: _____
   Name of purchaser: _____
   Name of seller: _____
   Relationship of purchaser to seller: _____

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement
   (c) Recorded Deed
   (d) Assignment of Beneficial Interest
   (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

   [ ] 12 or greater continuous months *(Eligible for Special Circumstance)*

   [ ] 3 continuous months and maintain/create 250 Employees *(Eligible for Special Circumstance under CEERM)* - **Complete CEERM Supplemental Application**

   [ ] **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months *vacant, or not a CEERM***

When and by whom was the subject property last occupied prior to the filing of this application?

_____

_____

Attach copies of the following documents:

(a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

(b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

(c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

# CEERM SUPPLEMENTAL APPLICATION

***(This form will ONLY be utilized for applicants who specifically elect for CEERM)***

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.*

***The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.***

*Under the **CEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year.* ***The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

_____ Agent's Signature

_____ Agent's Name & Title

_____ Agent's Mailing Address

_____ Agent's Telephone Number

_____ Applicant's Name

_____ Applicant's Mailing Address

_____ Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

_____ Signature of Notary Public

***LOCAL APPROVAL***

A certified copy of a resolution or ordinance from the municipality in which the real estate is located *(or the County Board, if the real estate is located in an unincorporated area)* should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

***FINALIZING THE INCENTIVE PROCESS***

In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website *(www.cookcountyassessor.com)* to determine the allowable filing dates for such action.

**When filing an appeal requesting an Incentive Class Change, a $100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).**

**I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters, the undersigned certifies that he/she believes the same to be true.**

Signature

2/7/2026
Date

Dominic J. Susin
Print Name

Manager of 415 E State LLC
Title

*4/1/2022*

**COOK COUNTY ASSESSOR**
**FRITZ KAEGI**

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.3616
WWW.COOKCOUNTYASSESSOR.COM

# INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Dominic J. Susin as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

   X Class 6b ___ Class 8 (industrial property) ___ Class 9
3. The Cook County Assessor's Office has issued the following control number regarding this application/renewal (circle as appropriate), _____.
4. I have reviewed the Code of Ordinances of Cook County, Cook County Living Wage Ordinance, as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):

X Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

___ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

D. J. S.

Agent's Signature

Dominic J. Susin, Manager

Agent's Name & Title

1 Oakbrook Terrace, Suite 505, Oakbrook Terrace, IL 60181

Agent's Mailing Address

(630) 368-0332

Agent's Telephone Number

415 E State LLC

Applicant's Name

1 Oakbrook Terrace, Suite 505, Oakbrook Terrace, IL 60181

Applicant's Mailing Address

dsusin@industrialsteam.com

Applicant's e-mail address

OFFICIAL SEAL
CLAUDIA P DEETJEN
Notary Public, State of Illinois
Commission No. 977861
My Commission Expires September 14, 2027

Subscribed and sworn before me this 9th day of February, 2024.

Claudia P Deetjen

Signature of Notary Public

1/30/15

# EXHIBIT A

*(Please type or Print)*

| PIN(s) | Common Address |
| --- | --- |
| 07-11-303-004-0000 | 415 East State Parkway, Schaumburg, Illinois 60173 |

12/10/2018

**BEFORE THE OFFICE OF THE ASSESSOR**
**COOK COUNTY, ILLINOIS**

| | | |
|---|---|---|
| 415 E State LLC,<br>Petitioner. | ) | Date of Filing: February 12, 2026 |
| | ) | TOWNSHIP: Schaumburg |
| ADDRESS OF SUBJECT:<br>415 East State Parkway, Schaumburg, Illinois | ) | PIN(s): 07-11-303-004-0000 |

## Brief in Support of 6B Application

The petitioner, 415 E State LLC, by its attorneys, Fitzgerald Law Group, P.C., in support of its 6B application, attached hereto, states as follows:

### I. Ownership

The subject property is currently owned by MLRP 415 State Parkway LLC, and is being purchased by the applicant, 415 E State LLC for a total consideration of $7,150,000. Attached as Exhibit "A", is an executed copy of the Purchase and Sale Agreement, dated February 2, 2026. 415 E State LLC intends to reoccupy the subject property which will have been vacant for more than 12 continuous months. Construction is set to commence on or about May 1, 2026 with an anticipated date of re-occupation on July 1, 2026. A full list of persons and entities with an interest in this 6b application is attached hereto as Exhibit "B". The subject property will be 100% occupied by Boiler Equipment Company, whose primary focus is to sell and maintain installed equipment throughout the region. Additional background information on the Boiler Equipment Company is attached as Exhibit "C".

### II. Subject Property

The subject property is comprised of a 76,098 square foot industrial building situated on approximately 222,335 square feet of land located in Schaumburg Township and is classified as a Class 5-93 at present. It is currently zoned M-P – Planned Manufacturing. The legal description as identified in the Purchase and Sale Agreement is attached as Exhibit "D" and the most recent ALTA Survey that includes the subject PIN is attached as Exhibit "E".

| | |
|---|---|
| **PIN(s):** | 07-11-303-004-0000 |
| **Class:** | 5-93 |
| **Address:** | 415 East State Parkway, Schaumburg, Illinois |
| **Improvement Size:** | 76,098 square feet |
| **Land Size:** | 222,335 square feet |
| **L:B Ratio:** | 2.92:1 |
| **Year Built:** | 1980 |



## III. Eligibility Requirements

Fair market value is defined as the price a willing buyer would pay to a willing seller for the property, absent of any collusion or compulsion to buy or sell, see *Board of Review of Woodford County v. Property Tax Appeal Board* (1982), 104 Ill.App.3d 859. See also *Illinois Property Tax Code*, 25 ILCS 200/1-1 et seq.

### A. The Real Estate is Used Primarily for Industrial Purposes

As set forth in the Cook County Real Property Assessment Classification Ordinance, industrial purposes is defined as follows:

> Any real estate used primarily in manufacturing [...] or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation of storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing.

The subject property is currently used for and will continue to be used for industrial purposes. A full explanation of the Intended Use of the property is available on attached Exhibit "F." The subject property will be used for equipment storage, equipment maintenance, inventory storage, sales and administrative offices. Estimated costs of the planned investment are attached as Exhibit "G". The investment will include building out the office space, constructing a new specialized training facility and adding machinery to handle heavy boilers in the warehouse.

### B. Occupation of Abandoned Property

The subject property has been vacant since April 1, 2025. Currently, the applicant is under contract to purchase the subject property and intends to begin construction after closing on or about May 1, 2026. The applicant intends to take occupancy on July 1, 2026, at which time, the property will have been vacant for 15 continuous months. A copy of the listing brochure is attached as Exhibit "H". Tax year 2025 and 2026 vacancy affidavits, wherein both the prior and future owners attest to these facts, are attached hereto as Exhibits "I" and "J".

### C. Timely Filed

This application is being submitted prior to the start of any construction, rehabilitation or occupancy.

## IV. Benefits of Incentive Approval

If approved, the granting of a tax incentive would result in various benefits to the County and municipality, alike. Most notably, there will be the relocation of 24 full-time jobs to Cook County.

### A. Job Creation

With this new development, there is expected to be an additional 5 construction jobs, and 24 permanent full-time jobs after completion. These positions are all high-paying, highly skilled jobs, as well as union laborer positions. The company's total payroll is approximately $5,000,000 per year.

### B. Economic Benefits

In addition to the increased property tax revenue, several direct and peripheral economic benefits are guaranteed. With the granting of a 6b incentive, the applicant will have an opportunity for the subject property to be used to support many local businesses. Both new and existing businesses alike support

growth and local spending, ultimately stabilizing and boosting the local economy. But for the granting of an incentive, the project may not be feasible.

## V. Prayer for Relief

Based upon the foregoing representations and the attached Exhibits, it is requested that a Class 6B incentive be granted.

Respectfully submitted,

415 E State LLC

By: _____

John P. Fitzgerald
Mary Kathleen Fitzgerald
FITZGERALD LAW GROUP, P.C.
7035 High Grove Boulevard
Burr Ridge, Illinois 60527
(312) 346-3000
Attorney No. 892

# EXHIBIT "A"

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

EXECUTION VERSION

**PURCHASE AND SALE AGREEMENT**
415 E. State Parkway, Schaumburg, IL

This **PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered as of February 2, 2026 (the "Effective Date") by and between MLRP 415 State Parkway LLC, a Delaware limited liability company ("Seller"), and Ivy Holdings LLC, an Illinois limited liability company and its successors and or assigns ( "Purchaser").

For and in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

**1. Purchase and Sale**. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth. The "Property" collectively means all of Seller's right, title and interest in and to (i) the approximately 5.1 acre parcel of real property which is more particularly described on Exhibit A attached hereto (the "Land"), together with the approximately 76,098 square foot industrial building (the "Building") located on the Land, commonly known as 415 E. State Parkway, Schaumburg, Illinois, together with (ii) all improvements, fixtures and structures situated in or on the Land (the "Improvements"), (iii) all transferable warranties, permits, licenses, certificates of occupancy, rights (whether or not of record), tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Land or Improvements and all other intangible property relating to the use, maintenance or operation of the Land or Improvements owned by Seller (collectively, the "Intangible Property") and (iv) all of the building systems attached or affixed to the Property now owned or hereafter acquired by Seller and utilized or required for the operation of the Improvements, including, without limitation, all HVAC systems, electrical equipment, lighting, overhead door openers and fans (collectively, the "Personal Property"). For avoidance of doubt and for purposes of clarity, the Personal Property being conveyed to Purchaser hereunder shall not include the tangible personal property now owned or hereafter acquired by Seller and located on the Property, including without limitation all loose equipment, tools, machinery, vehicles, air compressors, welders, overseas containers/roll off boxes, vessels and metal warehouse racking (collectively, the "Removed Items"), all of which shall be removed from the Property by Seller at its sole cost and expense prior to the Closing Date (as hereinafter defined).

**2. Sales Price**. The total sales price for the Property is Seven Million One Hundred Fifty Thousand and No/100 Dollars ($7,150,000) (the "Sales Price"), payable in cash at Closing, subject to adjustment as provided in this Agreement. Payment in cash means payment by wire transfer of immediately available federal funds ("Immediately Available Funds").

**3. Earnest Money**. Within two (2) Business Days (hereinafter defined) after the Effective Date, Purchaser shall deliver to Chicago Title, 35 West Wacker Drive, Chicago, Illinois 60601, Attn: Vince Hearn, (847) 204-9761, Vince.Hearn@ctt.com (the "Title Company" or "Escrow Agent"), as escrow agent, Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) (by Immediately Available Funds) as initial earnest money (the "Earnest Money"), which the Title Company will deposit and hold in a non-interest bearing account (unless directed otherwise by Purchaser). If the transaction contemplated by this Agreement is closed, then the Earnest Money will be applied in payment of the Sales Price to be paid at Closing.

**4. Closing**.

**(a) Time and Place.** Subject to the terms and conditions of this Agreement, the "Closing Date" shall occur fifteen (15) days following the expiration of the Inspection Period, unless extended by Purchaser due to exercising its rights under Section 5(c) or otherwise mutually agreed in writing by Purchaser and Seller.

**(b) Seller's Closing Deliveries**. At the Closing, Seller will deliver or cause to be delivered to Purchaser and/or the Title Company (as applicable), at Seller's sole expense, except as otherwise provided in this Section 4(b), the following:

(i) **Deed**. A Special Warranty Deed (the "Deed"), in the form attached hereto as Exhibit B, duly executed and acknowledged by Seller, conveying good and indefeasible title in fee simple to the Land and Improvements, free and clear of any and all liens, encumbrances, easements and assessments, created by, through or under Seller, except for Permitted Exceptions (defined below) and any others approved by Purchaser in writing.

(ii) **Owner Policy**. The Title Company shall have unconditionally committed to issue an Owner's Policy of Title Insurance, with extended coverage (the "Owner Policy"), delivered in due course by the Title Company after Closing, to be issued by the Title Company on the standard form in use in the State of Illinois, in the full amount of the Sales Price, dated as of the Closing Date, insuring Purchaser's fee simple title to the Land and Improvements to be good and indefeasible subject only to Permitted Exceptions and others approved by Purchaser in writing.

(iii) **Bill of Sale and Assignment**. A bill of sale and assignment agreement, in the form attached hereto as Exhibit C and made a part hereof, (i) conveying good and marketable title to the Personal Property, free and clear of all liens, charges, encumbrances or security interests and (ii) assigning Seller's interest in the Intangible Property (the "Assignment").

(iv) **Possession**. Possession of the Property, with all Removed Items removed and with the Improvements in broom-clean condition, subject only to the Permitted Exceptions.

(v) **Non-foreign Affidavit**. A non-foreign affidavit, duly executed by Seller.

(vi) **Authority**. Evidence reasonably acceptable to the Title Company of Seller's capacity and authority for the closing of this transaction.

(vii) **Transfer Declarations**. Any real property transfer declarations required by the jurisdiction(s) in which the Property is located.

(viii) **Closing Statement**. A closing statement prepared by Title Company and executed by Seller.

(ix) **Other Documents**. Any other documents that may be reasonably required to close this transaction, duly executed, including all documents required by the Title Company to issue the Title Policy.

**(c) Purchaser's Closing Deliveries**. Purchaser will be prepared to authorize Closing no later than 2:00 p.m. (Chicago, Illinois time) on the Closing Date and will perform and deliver, before 2:00 p.m. (Chicago, Illinois time) on the Closing Date, at Purchaser's sole expense, the following:

(i) **Sales Price**. The Sales Price in Immediately Available Funds (reduced by the amount, if any, of the Earnest Money applied for that purpose and subject to the prorations set forth in Section 4(e) below).

(ii) **Assignment**. Purchaser's counterpart of the Assignment.

(iii) **Authority**. Evidence reasonably acceptable to the Title Company of Purchaser's capacity and authority for the closing of this transaction.

(iv) **Closing Statement**. A closing statement prepared by Title Company and executed by Purchaser.

(v) **Other Documents**. Any other documents that may be reasonably required to close this transaction, duly executed, including all documents required by the Title Company to issue the Title Policy.

**(d) Expenses of Closing**. Seller will pay (i) the base premium for the Owner Policy (including the premium related to extended coverage but excluding the premium related to the other endorsements required by Purchaser), (ii) one-half (½) of any deed and money escrow fee, (iii) Seller's attorneys' fees, (v) Seller's appropriate share of the prorations set forth in Section 4(e) below and (iv) other expenses stipulated to be paid by Seller under other provisions of this Agreement. Purchaser will pay (A) the premium for any endorsements to the Owner Policy and the cost of any lender policies and endorsements thereto, (B) any lender's escrow fee, (C) recording fees, (D) the cost of the Survey (as defined below), (E) one-half (½) of any deed and money escrow fee, (F) Purchaser's attorneys' fees, (G) Purchaser's appropriate share of the prorations set forth in Section 4(e) below and (H) other expenses stipulated to be paid by Purchaser under other provisions of this Agreement. The cost of any state, county and/or municipal transfer tax shall be paid by the party designated as responsible in the applicable ordinance.

**(e) Prorations**. At Closing, items of income and expense of the Property shall be prorated as of midnight on the day immediately preceding the Closing Date. Income and expenses attributable to the period prior to the Closing Date shall be for the account of Seller, and income and expenses attributable to the period on and after the Closing Date shall be for the account of Purchaser. The following items shall be prorated through escrow:

(i) **Taxes**. Purchaser will assume, and agrees to pay, any and all real estate taxes and assessments payable with respect to the Property ("Taxes") that are due and payable from and after the Closing Date, regardless of when or for what period of time any such Taxes may have accrued. All Taxes shall be prorated on an "accrual" basis between Seller and Purchaser as of the Closing Date. If bills for Taxes payable during the year of Closing (and/or during the year following the year of Closing) are not available at Closing, then the parties shall agree that: (a) Seller shall provide a tax credit to Purchaser in the amount of **$313,475.04 at Closing** and (b) **Seller shall deposit $116,000.00** into a tax escrow account at the Title Company and such funds shall be released based on the terms of the Tax Escrow and Re-Proration Agreement attached as Exhibit E, which will be executed by both parties prior to Closing.

- For clarification purposes, in regard to the tax credit and escrows referenced above, Seller is anticipated to provide a credit to Purchaser for a period of four (4) months from the Effective Date. Said credit for 2026 is based on the following calculations:

    - The Property's estimated 2025 tax bill is $235,106. Using a multiplier of 103%, the 2026 tax projection is $242,159.18. This projection has been pro-rated for the first four (4) months of the 2026 calendar year and credited to Purchaser at Closing in anticipation of closing on or before April 30, 2026.

    - Notwithstanding the credits described above, in the event that Purchaser exercises its right to an extension as set forth in Section 5 below, the parties agree that Seller will provide an *additional* credit to Purchaser at Closing, which will be equal to fifty percent (50%) of the Taxes (based on the formula set forth herein) estimated for the period between May 1, 2026 and the Closing Date.

(ii) **Utilities**. Purchaser shall cause all utilities to be placed in the name of Purchaser as of the Closing Date. The parties shall use commercially reasonable efforts to obtain readings for all utilities as of the Closing Date. If readings cannot be obtained as of the Closing Date, the cost of such utilities shall be prorated between Seller and Purchaser by estimating such cost on the basis of the most recent bill for such service. Assessments payable with respect to the Property under any declarations or restrictive covenants affecting the Property shall also be prorated between Seller and Purchaser as of the Closing Date. Such prorations shall be final as of the Closing.

(ii) **Survival**. The provisions of this Section 4(e) shall survive Closing.

**5. Due Diligence and Inspection**.

**(a) Inspection Period**. Purchaser may conduct an acquisition due diligence investigation of the Property, including but not limited to a physical inspection of the Property to determine the condition of the Property including the existence of any environmental hazards or conditions (the "Inspection"), during the period commencing on the Effective Date and ending at 5:00 p.m. (Chicago, Illinois time) on the forty-fifth (45th) day after the Effective Date (such period, the "Inspection Period").

**(b) Inspection**. During the Inspection Period, subject to the limits set forth in this Section 5, Seller shall provide Purchaser with full access to the Property. With Seller's permission, after Seller has received advance notice sufficient to permit it to schedule Purchaser's examination of the Property in an orderly manner, Purchaser or its agents or contractors may enter upon the Property for purposes of analysis or other tests and inspections deemed necessary by Purchaser for the Inspection. Seller may have a representative present at any inspection or testing made by Purchaser on the Property. Purchaser shall not alter the physical condition of the Property without notifying Seller of its requested tests, and obtaining the prior written consent of Seller to any physical alteration of the Property, which may be withheld in Seller's sole and absolute discretion. The Inspection shall be conducted at Purchaser's sole cost and expense. Purchaser will exercise its best efforts to conduct or cause to be conducted all Inspections in a manner and at times that will not unreasonably interfere with Seller's use and occupancy of the Property. **EXCEPT FOR MATTERS WHICH ARE THE RESULT OF THE NEGLIGENT OR INTENTIONAL MISCONDUCT OF SELLER, PURCHASER HEREBY INDEMNIFIES AND HOLDS SELLER HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), ACTIONS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THE INSPECTION PERFORMED BY PURCHASER, ITS AGENTS, LENDERS, INDEPENDENT CONTRACTORS, AND/OR EMPLOYEES.** Purchaser shall not be responsible for any liability nor responsible to indemnify Seller for hazardous substances or materials discovered by Purchaser as a part of the Inspection so long as Purchaser was not the source of such hazardous substances or materials. Except for matters that are the result of the negligent or intentional misconduct of Seller, Purchaser further waives and releases any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against Seller for property damages or bodily and/or personal injuries to Purchaser, its agents, lenders, independent contractors, servants and/or employees arising out of the Inspection or use in any manner of the Property.

(c) **Municipal Approval Contingency**. As of the Effective Date, Purchaser shall promptly commence its pursuit of obtaining Cook County Class 6B Real Estate Tax Classification for the Property ("Class 6B"). If at the end of the Inspection Period, Purchaser has not yet secured the Class 6B, but can provide Seller with evidence of its diligent efforts to do so, Seller shall grant Purchaser an additional forty (45) days to pursue the Class 6B ("6B 1st Extension Period"); provided, however, that such extension will only be granted if Purchaser agrees to waive its right to terminate the Agreement for any other reason. At the end of the 6B 1st Extension Period, if Purchaser has secured the Class 6B, the Earnest Money shall become non-refundable, but applicable to the Purchase Price, and the parties shall proceed to Closing within fifteen (15) days.

If Purchaser anticipates that it will be unable to secure the Class 6B prior to the expiration of the 6B 1st Extension Period, Seller shall grant Purchaser an additional thirty (30) days to pursue the Class 6B ("6B 2nd Extension Period"); provided, however, that such extension shall only be granted if Purchaser deposits an additional Fifteen Thousand and No/100 Dollars ($15,000.00)("Extension Deposit") with Title Company prior to the expiration of the 6B 1st Extension Period. The Extension Deposit shall become immediately non-refundable, but shall be applicable to the Purchase Price.

If at the expiration of either the 6B 1st Extension Period or the 6B 2nd Extension Period, Purchaser is unable to secure the Class 6B, it shall be in Purchaser's sole discretion as to whether to proceed to Closing or exercise its termination rights under Section 5(e).

**(d) Bulk Sales**. Seller shall comply with the bulk transfer provisions of the state in which the Property is located or similar laws and indemnify, protect, defend and hold harmless Purchaser for any claims, losses, damages, costs, or expenses (including, but not limited to, reasonable attorney's fees actually incurred) of any kind or character related thereto.

**(e) Termination**. If Purchaser terminates this Agreement prior to the expiration of the Inspection Period for any reason, the Earnest Money will be returned to Purchaser, and neither party shall have any further right or obligation under this Agreement except for those rights or obligations that expressly survive termination. If this Agreement is not terminated on or before the expiration of the Inspection Period, the Earnest Money shall become non-refundable (except as expressly set forth in this Agreement to the contrary) and Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5(e). Except in the event of a default by Seller pursuant to Section 9(b), under no other circumstance shall the Extension Deposit be refundable.

**(f) Repair; Insurance**. Purchaser shall promptly restore the Property to its original condition if damaged or changed due to the tests and inspections performed by Purchaser, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the Inspections. Prior to the date that Purchaser or its agents or contractors first enter the Property, Purchaser and Purchaser's agents and contractors shall procure and maintain throughout the term of this Agreement, commercial general liability insurance, including direct contractual and contingent liability, with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. Seller shall be included as an additional insured under the required commercial general liability coverage. Neither Purchaser nor Purchaser's agents or contractors will be permitted to come onto the Property unless and until Purchaser has provided to Seller copies of the insurance policy or policies of Purchaser and Purchaser's agents and contractors evidencing this coverage.

**(g) Delivery Items**. Within five (5) Business Days after the Effective Date, Seller shall deliver to Purchaser the items listed under Exhibit D to the extent in Seller's possession (collectively, the "Delivery Items"). If Purchaser determines that the Delivery Items are inaccurate, incomplete, outdated or otherwise insufficient for Purchaser's purposes, Seller shall have no obligation to supplement or update the Delivery Items. Purchaser specifically releases Seller, its affiliates, officers, successors and assigns, from all liability in connection with any claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorneys' fees, whether suit is instituted or not), whether known or unknown, liquidated or contingent, asserted against or incurred by Purchaser by reason of the information contained in, or that should have been contained in, the Delivery Items.

**(h) Third-Party Reports**. In the event of the termination of this Agreement other than as a result of a default by Seller hereunder, Purchaser shall provide to Seller copies of all reports, surveys, analyses and other materials received by Purchaser in the performing its due diligence investigations (collectively, the "Third-Party Reports"); provided, however, that (i) Seller agrees that the Third-Party Reports shall be delivered "AS-IS" and without warranty or representation by Purchaser and (ii) Purchaser's obligation to deliver to Seller such Third-Party Reports shall be limited to any such items that are in Purchaser's possession.

**(i) Survival**. The provisions of this Section 5 shall survive the Closing or any termination of this Agreement and are not subject to any liquidated damage limitation on remedies, notwithstanding anything to the contrary in this Agreement.

**6. Title and Survey Matters**.

**(a) Commitment; Survey**. Within fourteen (14) days after the Effective Date, Seller

will cause to be delivered to Purchaser a commitment for an owner's title insurance policy with copies of all recorded instruments affecting the Property and recited as exceptions therein (collectively, the "Commitment"). Within three (3) days after the Effective Date, Purchaser may elect to order, at its sole cost and expense, a current, as-built ALTA/NSPS survey of the Land and Improvements, certified to Purchaser, the Title Company, and any lender designated by Purchaser (the "Survey").

(b) **Objections**. If Purchaser has an objection to items disclosed in the Commitment or Survey, then Purchaser may give Seller written notice of its objections by the date five (5) days following Purchaser's receipt of the last of the Commitment and the Survey. Any exception to title identified in the Commitment or Survey not objected to by Purchaser in the manner and within the time period specified in this Section 6 shall be deemed accepted by Purchaser. If Purchaser gives timely written notice of its objections, then Seller shall notify Purchaser in writing within three (3) Business Days after receipt of Purchaser's notice ("Seller's Cure Period") whether Seller elects to remove or to cause the Title Company to insure against the same. Seller's failure to deliver such written notice shall constitute Seller's election not to cure Purchaser's title objections. Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing its efforts other than to remove at Closing liens of an ascertainable amount created by Seller. If any objection is not satisfied during Seller's Cure Period, then Purchaser shall elect not later than three (3) Business Days after the expiration of Seller's Cure Period, as its sole and exclusive remedy, to either: (i) terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser and neither party will have any further rights or obligations pursuant to this Agreement, other than rights or obligations that expressly survive termination; or (ii) waive the unsatisfied objection (which shall thereupon become a Permitted Exception) and proceed to Closing. Purchaser's failure to give such notice of termination on or before such date shall constitute Purchaser's waiver of any title objections that Seller is unwilling to cure, and such title objections shall be deemed Permitted Exceptions, and Closing shall occur as provided in this Agreement without any reduction of or credit against the Sales Price.

(c) **Permitted Exceptions**. The phrase "Permitted Exceptions" means those exceptions to title set forth in the Commitment or Survey and that have been accepted or deemed accepted by Purchaser.

7. **Broker's Fee; Disclosure**. Purchaser and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Purchaser other than commissions payable by Seller to Steve Connolly of NAI Hiffman (the "Purchaser's Broker") pursuant to a separate agreement between Seller and Purchaser's Broker and to Jonathan Kohn and Ron Behm of Colliers (collectively, the "Seller's Broker") pursuant to a separate agreement between Seller and Seller's Broker. Each party represents to the other that, except as set forth above, it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase under this Agreement and that it has not dealt with any broker or finder purporting to act on behalf of any other party. Purchaser and Seller each hereby agree to indemnify, defend, and hold the other harmless from any claim, liability, obligation, cost, or expense (including attorneys' fees and expenses) for fees or commissions relating to Purchaser's acquisition of the Property asserted against either party by any broker or other person claiming by, through, or under the indemnifying party or whose claim is based on the indemnifying party's acts. Purchaser acknowledges that one or more principals of Seller is an Illinois-licensed real estate broker. The provisions of this Section 7 shall survive the Closing or any termination of this Agreement.

8. **Limitation of Seller's Representations and Warranties; Release**.

(a) **AS-IS. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 7 AND 10 OF THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY NATURE WHATSOEVER FROM OR ON BEHALF OF**

**SELLER, INCLUDING WITHOUT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE.**

**(b) No Reliance**. Purchaser acknowledges that (i) Purchaser has had or will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigation as Purchaser deems necessary, desirable or appropriate with respect to the Property, and (ii) except as otherwise expressly set forth in Sections 7 and 10 of this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Purchaser, or to anyone acting for or on behalf of Purchaser, concerning the Property or the condition, use or development thereof. Purchaser represents that, in entering into this Agreement, Purchaser has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in Sections 7 and 10 of this Agreement, and that Purchaser shall purchase the Property based upon Purchaser's own prior investigation and examination of the Property. If Purchaser elects (A) not to inspect the Property, (B) to terminate this Agreement on or before the expiration of the Inspection Period or (C) to proceed to Closing, such election will be made at Purchaser's absolute discretion, in reliance solely upon the tests, analyses, inspections and investigations that Purchaser makes, or had the right to make and opted not, or otherwise failed, to make, and not in reliance upon any alleged representation made by or on behalf of Seller, except as set forth in Sections 7 and 10.

**(c) Release**. Except as otherwise expressly set forth in Sections 7 and 10 of this Agreement, Purchaser hereby waives, releases, covenants not to sue and forever discharges Seller, its affiliates, officers, directors, members, managers, contractors, employees and agents and other persons acting on behalf of Seller, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, and expenses whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on account of or growing out of or in connection with any physical characteristics or the condition of the Property including, without limitation, subsurface conditions, solid and hazardous wastes, and hazardous materials on, under, or related to the Property, or any violation of applicable law or regulation pertaining thereto. Purchaser acknowledges that (i) Seller has afforded Purchaser the opportunity for a full and complete investigation, examination and inspection of the Property and the Sales Price to be received by Seller reflects the consideration for the agreement of Purchaser not to pursue or assert any claims against Seller arising out of any environmental matters whether or not contained in any reports. Purchaser acknowledges that this Section 8 is a negotiated part of this Agreement and serves as an essential component of consideration. The release contained under this Section 8 includes, but is not limited to, the release of Seller from all claims pursuant to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by SARA Superfund Amendment and Reauthorization Act of 1986 and as may be further amended from time to time) or any related claims or causes of action or any other federal, state or municipal based statutory or regulatory causes of action for environmental contamination at, in or under the Property.

**(d) Survival.** The provisions of this Section 8 shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

**9. Default**.

**(a) Seller's Remedies**. If Purchaser fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except failure by Seller to perform its obligations hereunder, or if prior to Closing any one or more of Purchaser's representations or warranties are breached in any material respect, then Seller, as its sole and exclusive remedy (except as provided in Sections 5 and 7), may terminate this Agreement and receive the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder (except for claims arising under Section 5 or Section 7). Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine, and the Earnest Money is a fair estimate of those damages and has been agreed

to in an effort to cause the amount of damages to be certain (except for claims arising under Section 5 or Section 7).

**(b) Purchaser's Remedies**. If Seller fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except failure by Purchaser to perform its obligations hereunder then Purchaser may, as its sole and exclusive remedy, either: (i) terminate this Agreement by giving Seller timely written notice of its election before or at Closing and recover the Earnest Money; (ii) enforce specific performance of Seller's obligations under this Agreement; or (iii) waive Seller's failure or breach and proceed to Closing. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before ten (10) Business Days following the scheduled Closing Date or, having given that notice, fails to file a lawsuit asserting the claim or cause of action in Cook County, Illinois (a "Proceeding"), within thirty (30) days following the scheduled Closing Date. In no event or circumstance shall Purchaser be entitled to any consequential or punitive damages.

If Purchaser shall have timely commenced a Proceeding, and a court of competent jurisdiction shall, pursuant to a final, non-appealable order in connection with such Proceeding, determine that (1) Seller was in breach of a representation or warranty as of the date made, and (2) Purchaser suffered actual damages (the "Damages") by reason of such breach, and (3) Purchaser did not have actual or constructive knowledge of such breach on or prior to the Closing Date, then Purchaser shall be entitled to receive an amount equal to its Damages. Notwithstanding the foregoing or anything to the contrary in this Agreement or in any document, certificate or instrument delivered by Seller to Purchaser at Closing, it is expressly understood and agreed by Purchaser that in no event shall Purchaser be entitled to sue, seek, obtain or be awarded Damages from Seller or otherwise make any claim or otherwise seek recovery against Seller (and the same shall not be actionable or payable) under this Agreement or under any document, certificate or instrument delivered by Seller to Purchaser at Closing, unless and until the aggregate amount of Damages for which Seller is obligated to pay Purchaser collectively aggregated to an amount which exceeds the sum of Twenty Thousand and 00/100 Dollars ($20,000.00) (the "Base Amount"), whereupon Seller shall be liable to Purchaser for all Damages including the Base Amount, but in no event will Seller be liable to Purchaser to the extent that the aggregate Damages to Purchaser exceed the sum of One Hundred Forty Thousand and 00/100 Dollars ($140,000.00) ("Seller's Maximum Liability"). The limitation as to Seller's liability in this Section 9(c) does not apply to Seller's liability with respect to prorations and adjustments in this Agreement or to Seller's liability under Section 7. Purchaser's remedies shall be limited to those described in this Section 9(b). The provisions of this Section 9 shall survive the Closing or any termination of this Agreement.

**10. Representations and Warranties of Seller**.

**(a) Representations and Warranties**. Seller hereby represents and warrants to Purchaser, which representations and warranties shall be deemed made by Seller to Purchaser as of the Effective Date and also as of the Closing Date, that:

(i) **Authority; Binding**. Seller has the power and authority to sell and convey the Property as provided in this Agreement and to carry out Seller's obligations under this Agreement, and that all requisite corporate or partnership action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations under this Agreement has been, or on the Closing Date will have been, taken. Seller's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of Seller's organizational documents or of any contract, instrument, law, government rule, regulation, judgment, decree or order to which Seller is a party or by which Seller is bound.

(ii) **No Litigation; Eminent Domain**. There are no actions, suits or proceedings pending for which Seller has received service of process, before or by any judicial,

administrative or union body, any arbiter or any governmental authority, against or affecting Seller or the Property. Seller has not received any written notice of a pending or threatened eminent domain or similar proceeding that would affect the Land.

(iii) **Leases; Parties in Possession**. No leases, licenses or other occupancy agreements are in effect with respect to the Property. There are no parties in possession of any portion of the Property except Seller.

(iv) **No Contracts**. Other than as may be set forth in the Commitment, there are no agreements that will survive the Closing that concern the operation, repair and maintenance of the Property and services provided to the Property, including without limitation any management agreement.

(v) **No Purchase Rights**. Except for this Agreement, Seller has not entered into any agreement to dispose of its interest in the Property.

(vi) **Not a Foreign Person**. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(vii) **OFAC**. Seller is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated, with any of those persons or entities.

(b) **Untrue Representation or Warranty**. If, prior to Closing, Purchaser obtains knowledge that any representation or warranty of Seller in this Agreement is incorrect in any material respect, Purchaser shall promptly notify Seller of such incorrectness. Upon receiving such notification, Seller shall have the right to take such action as shall be necessary in order to render correct the representation or warranty which was incorrect. If Seller fails to notify Purchaser within ten (10) days after receiving Purchaser's notice that Seller intends to take such action, then Purchaser's sole remedy, assuming that Purchaser was correct in stating that Seller's representation or warranty was materially incorrect, shall be to terminate this Agreement by notice to Seller given within five (5) days after the expiration of such ten (10) day period, in which case Purchaser shall be entitled to the return of the Earnest Money, whereupon no party shall have any further rights or obligations under this Agreement other than those that expressly survive Closing; otherwise, Purchaser shall be deemed to have waived any right to terminate this Agreement or to recover from Seller on account of such incorrectness. If Purchaser obtains knowledge prior to the Closing that any representation or warranty of Seller herein is incorrect in any material respect but does not notify Seller as provided above, Purchaser will be deemed to have forever waived any right to recover from Seller on account of such incorrectness.

**(c) Survival Period**. Subject to the provisions of Section 10(b) above, and notwithstanding anything else to the contrary contained in this Agreement, in any exhibits attached hereto, or in any documents executed or to be executed at Closing or otherwise in connection herewith (collectively, the "Purchase Documents"), all of Seller's representations, warranties, covenants, undertakings, indemnities, and agreements contained in any of the Purchase Documents (collectively, "Seller's Undertakings") shall survive the Closing for a period of ninety (90) days (the "Survival Period"). Purchaser acknowledges that it is a sophisticated purchaser who is familiar with the ownership and operation of real estate projects similar to the Property, and Purchaser and Seller have negotiated and agreed upon the length of the Survival Period as an adequate period of time for Purchaser to discover any and all facts that could give rise to a claim or cause of action for a breach of a representation. Purchaser may bring an action against Seller on the breach of any Seller's Undertakings, but only if Purchaser first learns of the breach after Closing and files the action within the Survival Period. The provisions of this Section 10(c) shall survive the Closing.

**11. Covenants of Seller**. From the Effective Date until Closing, Seller will:

**(a) Operations**. Maintain and operate the Property in its current state and condition, reasonable wear and tear and damage from casualty excepted, and refrain from, without first obtaining the written consent of Purchaser, making any material alterations or improvements to the Property.

**(b) Insurance**. Continue all insurance policies relative to the Property in full force and effect.

**(c) Contracts and Leases**. Refrain from entering into or amending any contracts, leases or other agreements regarding the Property that will remain in effect following the Closing, other than contracts in the ordinary and usual course of business and which are cancelable by the owner of the Property without penalty within thirty (30) days after giving notice thereof, which contracts, leases or other agreements regarding the Property shall be terminated by Seller at or prior to the Closing.

**(d) Notices.** Provide Purchaser with copies of all written notices received by Seller after the Effective Date which assert any material breach of any laws, covenants or permits applicable to the Property.

**12. Representations and Warranties of Purchaser**. Purchaser represents and warrants to Seller, which representations and warranties shall be deemed made by Purchaser to Seller as of the Effective Date and also as of the Closing Date:

**(a) Authority; Binding**. Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and that all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out Purchaser's obligations hereunder has been taken. Purchaser's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of Purchaser's organizational documents or of any contract, instrument, law, government rule, regulation, judgment, decree or order to which Purchaser is a party or by which Purchaser is bound.

**(b) OFAC**. Purchaser is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 25, 2001), and to Purchaser's knowledge does not engage in any dealings or transactions, and is not otherwise associated, with any of those persons or entities.

Notwithstanding anything herein to the contrary, any breach by Purchaser of any of the foregoing representations or warranties shall constitute a default by Purchaser hereunder, and Seller may thereupon, at its option, terminate this Agreement by giving written notice thereof, in which event the Earnest Money shall be paid to Seller as liquidated damages, and neither Purchaser nor Seller shall have any further rights or liabilities under this Agreement, except as otherwise provided herein.

**13. Casualty; Condemnation.**

**(a) Casualty**. In the event that all or any substantial portion of the Improvements shall be destroyed or damaged by one or more incidents of vandalism, fire and/or other casualty prior to the Closing Date, Seller shall promptly notify Purchaser thereof. Within five (5) Business Days after receipt of the foregoing notice, Purchaser shall notify Seller, electing either: (a) to proceed with this transaction and Closing in accordance with this Agreement notwithstanding such casualty; or (b) to terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser and neither party will have any further rights or obligations pursuant to this Agreement, other than rights or obligations that expressly survive termination. If Purchaser elects to proceed with this transaction pursuant to clause (a) above, or if there is a casualty that does not affect a substantial portion of the Property, there shall be no reduction in the Sales Price, Purchaser shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage and Seller shall (i) deliver to Purchaser at the Closing, or as soon thereafter as available, any insurance proceeds actually received by Seller attributable to the Property from

such event plus any deductible or self-insured amount, and (ii) transfer and assign to Purchaser any and all rights Seller may have with respect to payments by or from and with respect to recovery against any party for damages or compensation relating to the Property on account of such casualty. A failure by Purchaser to notify Seller in writing within five (5) Business Days after receiving written notice of such casualty shall be deemed an election to proceed under clause (a) in this Section 13(a). If Purchaser elects (or is deemed to elect) to proceed under clause (a) in this Section 13(a), Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. For purposes of this provision, a "substantial portion" of the Property means the fair market value of the portion of the Property damaged by such casualty exceeds $250,000.00.

(b) **Condemnation**. In the event that all or any substantial portion of the Property shall be taken in condemnation or under the right of eminent domain prior to the Closing Date, Seller shall promptly notify Purchaser thereof. Within five (5) Business Days after receipt of the foregoing notice, Purchaser shall notify Seller, electing either: (a) to proceed with this transaction and Closing in accordance with this Agreement notwithstanding such condemnation; or (b) to terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser and neither party will have any further rights or obligations pursuant to this Agreement, other than rights or obligations that expressly survive termination. If Purchaser elects to proceed with this transaction pursuant to clause (a) above, or if there is a taking in condemnation or eminent domain that does not affect a substantial portion of the Property, there shall be no reduction in the Sales Price and Seller shall (i) deliver to Purchaser at the Closing, or as soon thereafter as available, any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding, and (ii) transfer and assign to Purchaser any and all rights Seller may have with respect to payments by or from and with respect to recovery against any party for damages or compensation relating to the Property on account of such condemnation or eminent domain proceeding. A failure by Purchaser to notify Seller in writing within five (5) Business Days after receiving written notice of such taking shall be deemed an election to proceed under clause (a) in this Section 13(b). If Purchaser elects (or is deemed to elect) to proceed under clause (a) in this Section 13(b), Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. For purposes of this provision, a "substantial portion" of the Property means the fair market value of the portion of the Property subject to such condemnation exceeds $250,000.00.

**14. Assignment**. Purchaser may not assign this Agreement without Seller's prior written consent, which consent shall be given or denied in Seller's sole and absolute discretion. Notwithstanding the foregoing, Purchaser may assign this Agreement to any corporation or entity which controls, is controlled by, or is under common control with Purchaser, or to any corporation or entity resulting from a merger or consolidation with Purchaser, or to any person or entity which acquires substantially all the assets of Purchaser as a going concern (collectively, an "Affiliate"), provided such assignment shall not release the initial named Purchaser from its obligations hereunder.

**15. Escrow Agent; Escrow Provisions**. Upon receipt by Escrow Agent of the Earnest Money, at Purchaser's election, Escrow Agent will cause the same to be deposited into an interest bearing account at an institution selected by Escrow Agent, so long as Escrow Agent has received properly executed investment directions and payment of the investment fee (the "Escrow Account") (it being agreed that Escrow Agent shall not be liable for the amount of interest which accrues thereon). All interest or other income accrued on the Earnest Money (the "Income") shall be paid to the Purchaser. The tax identification numbers of the parties hereto shall be furnished to Escrow Agent upon request.

Escrow Agent shall acknowledge receipt of the Earnest Money and agrees to hold the Earnest Money and the Income in the Escrow Account pursuant to the provisions of this Agreement for application in accordance with the provisions hereof, upon the following terms:

Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery or to enforce any obligation of any person to perform any other act. Escrow Agent shall be under no liability

to the other parties hereto or to anyone else by reason of any failure on the part of any party hereto (other than Escrow Agent) or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document, except to the extent of Escrow Agent's gross negligence or willful misconduct. Except for amendments to this Agreement hereinafter referred to and except for joint instructions given to Escrow Agent by Seller and Purchaser relating to the Earnest Money and the Income, Escrow Agent shall not be obligated to recognize any agreement between any or all of the persons referred to herein, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder has been duly authorized to do so. Escrow Agent is acting as a stakeholder only with respect to the Earnest Money and the Income. Promptly after the receipt by Escrow Agent of (a) notice of any demand by either party claiming that it is entitled to the Earnest Money and the Income or (b) any other claim or the commencement of any action, suit or proceeding by either party, Escrow Agent shall send a copy of such notice to the other party and inform the other party of such claim; but the failure by Escrow Agent to give such notice shall not relieve any party from any liability which such party may have to Escrow Agent hereunder. If Escrow Agent does not receive written approval from the other party within five (5) Business Days after delivery of such notice instructing Escrow Agent to deliver the Earnest Money and the Income to the requesting party, or if for any reason there is any dispute or uncertainty concerning any action to be taken hereunder, Escrow Agent shall either (1) take no action and shall continue to hold the Earnest Money and the Income until it has received instructions in writing concurred to by Seller and Purchaser or until directed by a final order of judgment of a court of competent jurisdiction, whereupon Escrow Agent shall take such action in accordance with such instructions or such order or (2) at its option, pay the Earnest Money into a court of competent jurisdiction in the county in which the Premises is located and to interplead both Seller and Purchaser, whereupon Escrow Agent shall be released from any further liability or obligation to either Seller or Purchaser.

It is understood and agreed that the duties of Escrow Agent are purely ministerial in nature. Escrow Agent shall not be liable to the other parties hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, except for acts of willful misconduct or gross negligence. Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is reasonably believed by Escrow Agent to be genuine and to be signed or presented by the proper person or persons. Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a final judgment or decree of a court of competent jurisdiction in the State of Illinois, or a Federal court in such jurisdiction or a writing delivered to Escrow Agent signed by the proper party or parties and, if the duties or rights of Escrow Agent are affected, unless it shall give its prior written consent thereto.

Escrow Agent shall have the right to assume in the absence of written notice to the contrary from the proper person or persons that a fact or an event by reason of which an action would or might be taken by Escrow Agent does not exist or has not occurred, without incurring liability to the other parties hereto or to anyone else for any action taken or omitted, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, in reliance upon such assumption.

Except in connection with Escrow Agent's willful misconduct or gross negligence, Escrow Agent shall be indemnified and held harmless jointly and severally by the other parties hereto from and against

any and all expenses or loss suffered by Escrow Agent (as Escrow Agent), including reasonable attorneys' fees, in connection with any action, suit or other proceeding involving any claim, which arises out of or relates to this Agreement, the services of Escrow Agent hereunder or the monies held by it hereunder.

From time to time on and after the date hereof, Seller and Purchaser shall deliver or cause to be delivered to Escrow Agent such further documents and instruments and shall do and cause to be done such further acts as Escrow Agent shall reasonably request (it being understood that Escrow Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

Escrow Agent may resign at any time as Escrow Agent hereunder upon giving five (5) Business Days' prior written notice to that effect to both Seller and Purchaser. In such event, the successor Escrow Agent shall be a nationally recognized title insurance company or other person acceptable to both Seller and Purchaser. Such party that will no longer be serving as Escrow Agent shall deliver, against receipt, to such successor Escrow Agent, the Earnest Money and the Income held by such party, to be held by such successor Escrow Agent pursuant to the terms and provisions of this Agreement. If no such successor has been designated on or before such party ceases to be Escrow Agent hereunder, whether by resignation or otherwise, its obligations as Escrow Agent shall continue until such successor is appointed, provided, however, its sole obligation thereafter shall be to safely keep all monies then held by it and to deliver the same to the person, firm or corporation designated as its successor or until directed by a final order or judgment of a court of competent jurisdiction, whereupon Escrow Agent shall make disposition thereof in accordance with such order. If no successor Escrow Agent is designated and qualified within five (5) Business Days after its resignation is effective, such party that will no longer be serving as Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent.

**16. Miscellaneous.**

**(a) Notice.** All notices, demands, and requests and other communications required or permitted under this Agreement must be in writing and will be deemed to be delivered when actually received by email or personal delivery or, if earlier and regardless whether actually received or not, (i) upon deposit with a nationally recognized overnight courier for next Business Day delivery, charges prepaid, or (ii) upon three (3) Business Days following deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, in either event to be addressed to the addressee as follows:

| | |
|---|---|
| If to Seller: | c/o ML Realty Partners LLC<br>One Pierce Place, Suite 450W<br>Itasca, IL 60143<br>Attention: Patrick Shannon<br>Email: pshannon@mlrealtypartners.com |
| With a copy to: | Burke, Warren, MacKay & Serritella, P.C.<br>330 N. Wabash Ave., 21st Floor<br>Chicago, Illinois 60611<br>Attention: Stephen R. Schuster<br>Email: sschuster@burkelaw.com |
| If to Purchaser: | c/o Steve Connolly<br>One Oakbrook Terrace, Suite 400<br>Oak Brook Terrace, Illinois 60181<br>Sconnolly@hiffman.com |

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0



With Copy to: The Fry Group LLC, Vanessa Cici Fry
One Oakbrook Terrace suite 505
Oak Brook Terrace, Illinois 60181
Vanessa@frylawgroup.com

**(b) Governing Law**. This Agreement will be construed under and in accordance with the laws of the State of Illinois, and all obligations of the parties created hereunder are performable in Cook County, Illinois.

**(c) Attorney's Fees**. Any party to this Agreement who is the prevailing party in any legal proceeding against the other party brought under or with respect to this Agreement or transaction will be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

**(d) Successors and Assigns**. This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(e) **Severability**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any invalid, illegal, or unenforceable provision, there shall be automatically added to this Agreement a provision as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**(f) Entire Agreement**. This Agreement (i) constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof (ii) supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof, and (iii) cannot be changed except by their written consent.

**(g) Time for Performance**. Time is of the essence with this Agreement.

**(h) References**. All references to "Sections" contained in this Agreement are, unless specifically indicated otherwise, references to articles, sections, subsections, and paragraphs of this Agreement. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate (and vice versa), and words of any gender shall include each other gender where appropriate. All references to "Exhibits" and "Schedules" are, unless specifically indicated otherwise, references to exhibits, schedules, and attachments to this Agreement, which are incorporated into this Agreement by each reference.

**(i) Survival**. None of the covenants or other obligations of Seller or Purchaser shall survive the Closing unless such survival is expressly provided for in this Agreement, in which case such covenants or obligations shall survive for the periods provided in this Agreement (or, if no period is provided, indefinitely) and shall not be deemed to have merged or terminated at the Closing or any termination or cancellation of this Agreement.

**(j) Counterparts**. The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

**(k) Rule of Construction**. The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Agreement, and that the normal rule of construction

to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**(l) No Recording of Agreement.** Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other.

**(m) Waiver of Jury Trial.** Each party hereto, knowingly and voluntarily, and for their mutual benefit, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this Agreement

**(n) Business Day.** "Business Day" means a date that is not a Saturday, Sunday or holiday observed by federally chartered banks in the State where the Property is located. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if the date falls upon a date that is not a Business Day, the date for the determination or action shall be extended to the first Business Day immediately thereafter.

**(o) §1031 Exchange.** Purchaser and Seller may each effect a tax-deferred exchange (each, an "Exchange") in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, which Exchange will involve an exchange of another property or properties, and the Property, so long as same does not postpone the Closing Date. Each party agrees to accommodate the other party by participating in the Exchange provided that (a) the non-exchanging party shall not incur any cost, expense or liability in connection with the exchanging party's Exchange, (b) the exchanging party shall indemnify, defend and hold the non-exchanging party harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with the exchanging party's Exchange, (c) such Exchange is carried out in accordance with all applicable laws and all documentation concerning the Exchange shall be reasonably satisfactory to the non-exchanging party and its attorneys, (d) such Exchange does not adversely affect the non-exchanging party in any material respect, regarding the terms and conditions of the transaction, and (e) such Exchange does not have an adverse effect on title set forth in this Agreement. The terms and provisions of this Section 16(o) shall survive the Closing.

**(p) Exhibits.** The following exhibits are hereby incorporated into this Agreement:

| | | |
|---|---|---|
| Exhibit A | - | Legal Description of Land |
| Exhibit B | - | Form of Special Warranty Deed |
| Exhibit C | - | Bill of Sale and Assignment |
| Exhibit D | - | Property Due Diligence Records Checklist |
| Exhibit E | - | Tax Escrow and Re-Proration Agreement |

[*Signature page follows*]

EXECUTED to be effective as of the Effective Date.

**PURCHASER:**

Ivy Holdings LLC,
an Illinois limited liability company

Signed by:
By: _____
7CA39F35962D469...
Name: Dominic J. Susin
Title: Manager

**SELLER:**

MLRP 415 State Parkway LLC,
a Delaware limited liability company

By: ML Realty Partners LLC,
a Delaware limited liability company
Its: Sole Member

DocuSigned by:
By: _____
38E2B3D540C2429...
Nancy Kozinski, its Chief Operating Officer

**AGREED TO SOLELY WITH RESPECT TO THE ESCROW PROVISIONS OF THIS AGREEMENT:**

CHICAGO TITLE INSURANCE COMPANY

By:
Name:
Title:

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

**EXHIBIT A**
**to**
**Purchase and Sale Agreement**

**LEGAL DESCRIPTION OF LAND**

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Identification Number: 07-11-303-004-0000

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

**EXHIBIT B**
**to**
**Purchase and Sale Agreement**

**FORM OF SPECIAL WARRANTY DEED**

**This Instrument Prepared By:**
Stephen R. Schuster
Burke, Warren, MacKay &
Serritella P.C.
330 N Wabash Ave., 21st Floor
Chicago, IL 60611

**and Upon Recordation Mail To:**

_____
_____
_____
_____

**SPECIAL WARRANTY DEED**

THIS INDENTURE made as of this _____day of _____, 2026, between _____ _____, a/n _____, whose address is _____ (the "Grantor"), and _____, a/n _____, whose address is _____(the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois, as described on Exhibit A attached hereto and made a part hereof (the "Property").

Together with all and singular the improvements thereon and fixtures thereto and hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either at law or in equity, of, in and to the Property, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property hereby granted are, or may be, in any manner alienated or encumbered or charged in any way whatsoever, except for and subject to those matters described on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"); and that Grantor, for itself, its successors and assigns, does hereby covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property against all and every person or persons claiming the whole or any part thereof of interest therein, by, through or under the Grantor, subject to the Permitted Exceptions.

THIS IS NOT HOMESTEAD PROPERTY.

**IN WITNESS WHEREOF**, the Grantor has caused its name to be signed to these presents the day and year first above written.

_____,
a/n _____

By: _____
Name: _____
Its: _____

STATE OF _____ )
) SS
COUNTY OF _____ )

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____day of _____, 2026.

Commission expires _____, 20____ _____
Notary Public

SEND SUBSEQUENT TAX BILLS TO:

_____
_____
_____
_____

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

**EXHIBIT A**
**to**
**Special Warranty Deed**

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Identification Number: 07-11-303-004-0000

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

**EXHIBIT B**
**to**
**Special Warranty Deed**

**PERMITTED EXCEPTIONS**

TBD

**EXHIBIT C**
**to**
**Purchase and Sale Agreement**

**FORM OF BILL OF SALE AND ASSIGNMENT**

This BILL OF SALE AND ASSIGNMENT (this "**Bill of Sale**") is dated _____ and made from _____, a(n) _____("**Assignor**"), to _____ _____, a(n) _____("**Assignee**").

**RECITALS**

WHEREAS, concurrently with the execution and delivery of this Bill of Sale, Assignor is conveying to Assignee by Special Warranty Deed (the "**Deed**") that certain tract of land (the "**Land**") more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with the improvements located thereon (the "**Improvements**").

WHEREAS, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain, the Assigned Properties (as hereafter defined), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby SELL, ASSIGN, CONVEY, TRANSFER, SET OVER, and DELIVER to Assignee all of Seller's right, title and interest in and to the following (collectively, the "**Assigned Properties**"):

(a) all of the building systems attached or affixed to the Improvements now owned or by Assignor and utilized or required for the operation of the Improvements, including, without limitation, all HVAC systems, electrical equipment, lighting, overhead door openers and fans (collectively, the "**Personal Property**"). For avoidance of doubt and for purposes of clarity, the Personal Property being conveyed to Assignee hereunder shall not include any tangible personal property of Assignor such as loose equipment, tools, machinery, vehicles, air compressors, welders, overseas containers/roll off boxes, vessels and metal warehouse racking; and

(b) all transferable warranties, permits, licenses, certificates of occupancy, rights (whether or not of record), tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Land or Improvements and all other intangible property relating to the use, maintenance or operation of the Land or Improvements owned by Seller (collectively, the "**Intangible Property**").

ASSIGNOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE ASSIGNED PROPERTIES, AND THE SAME IS SOLD IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY EXECUTION OF THIS BILL OF SALE, ASSIGNEE AFFIRMS THAT IT HAS NOT RELIED ON ASSIGNOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE ASSIGNED PROPERTIES FOR ANY PARTICULAR PURPOSE, AND THAT ASSIGNOR MAKES NO WARRANTY THAT THE ASSIGNED PROPERTIES ARE FIT FOR ANY PARTICULAR PURPOSE, AND THAT THE ASSIGNED PROPERTIES ARE BEING SOLD TO ASSIGNEE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE PURCHASE AND SALE AGREEMENT DATED _____, 2026 BY AND BETWEEN ASSIGNOR,

AS "SELLER", AND ASSIGNEE (SUCCESSOR-IN-INTEREST TO AC RENTAL, L.L.C. BY ASSIGNMENT), AS "PURCHASER" (AS AMENDED FROM TIME TO TIME, THE "**PURCHASE AGREEMENT**").

Assignor represents and warrants to Assignee that Assignor (i) is the owner of the Assigned Properties, (ii) has the full right to transfer the Assigned Properties, and (iii) has not previously assigned, transferred or encumbered the Assigned Properties (except in connection with the deeds of trust or mortgages made by the Assignor which have been discharged on or before the date hereof).

TO HAVE AND TO HOLD the Assigned Properties unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND, all and singular, title to the Assigned Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This Bill of Sale may be executed in two or more separate counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**[Signatures on Following Page]**

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

This Bill of Sale is executed to be effective as of the _____day of _____, 2026.

**ASSIGNOR:**

_____

By:_____
Name:_____
Title:_____

**ASSIGNEE:**

_____

By:_____
Name:_____
Title:_____

**EXHIBIT D**
**to**
**Purchase and Sale Agreement**

| PROPERTY DUE DILIGENCE RECORDS CHECKLIST | | |
|---|---|---|
| Property Name: | | |
| Address: 415 E. State Parkway, Schaumburg Illinois | | |
| Owner: MLRP 415 State Parkway LLC. | | |
| Effective Date: 1/12/2026 | | |
| | Date Received | Comments |
| **Receive from Prior Management/Owner:** | | |
| Legal description of the property | | |
| Base building plans and specifications | | |
| Building standard information | | |
| As built and actual plats of survey | | |
| CAD/electronic plans | | |
| Easement agreements | | |
| If part of an Association - Declarations, association contact information and budgets from the association. | | |
| Appraisal | | |
| Property condition reports | | |
| Copies of property inspections or due diligence reports in an effort to understand building history, systems, and infrastructure (power, fiber/data, net pop, etc.) | | |
| Copies of building inspections: fire alarm, fire sprinkler, backflow, generator, elevator, fire extinguishers, fire department, roof inspections | | |
| Environmental study of the property (Phase I report) | | |
| Asbestos removal documents | | |
| Occupancy/Vacancy reports | | |
| Floor plans and specifications | | |
| HVAC roof plan & Inspection reports | | |
| Detailed building area calculations (BOMA calculations) | | |
| Current aging report and tenant rent history | | |
| Tenant construction documents and copies of permits | | |
| Copies of any violations | | |
| Emergency evacuation plan, fire drill instructions, etc. | | |
| Current year and prior year operating and capital budgets | | |
| YTD operating statements | | |
| YTD and prior year general ledgers | | |
| Copies of current year and prior year paid invoices | | |
| Copies of current and prior year tax bills | | |
| Copies of assessment notices | | |
| Copy of contract for real estate tax legal protest services | | |
| Building & Liability Insurance contact info, policies, endorsements, and claims processing forms | | |
| Flood Insurance contract | | |
| Elevation Certificate | | |
| Copies of Loss Runs last 5 years | | |
| Any pending invoices | | |
| List of utility meters, account numbers, deposits, locations, etc. ComEd, Nicor, water, sewer, | | |
| Current vendor list and contact information | | |
| Service contracts & one-time contracts, etc for all services at the property: locks, snow removal, landscape, roof, alarm, card access, vending, lawn and fire sprinkler, hvac, comcast AT&T, scavenger, plumbing, electrical, cleaning, pest control, plants, generator, fire extinguishers, window cleaning, monument signage | | |
| Equipment operating manuals and warranties | | |
| Preventative maintenance records and logs | | |

| | | |
|---|---|---|
| Maintenance and service records | | |
| Warranties and guarantees (ie: roof) | | |
| Punchlist of outstanding issues and deferred maintenance issues | | |
| List of pending construction/capital repair work | | |
| Inventory of maintenance items (tools, ladders, etc). | | |
| Inventory of management office furniture, telephones, office equipment | | |
| Inventory of building materials - sheet rock, doors, door frames, bulbs, etc. | | |
| Roof Access location | | |
| Building timer location: lights, lawn sprinkler | | |
| Signage criteria and graphics information | | |
| Litigation issues | | |
| Keys, cards, security devices, access system, records (mailbox, office) | | |
| Parking Lot expansion plans, approvals | | |
| Leases, Assignment of Leases, Rent Rolls, Estoppel Letters, and Notice to Tenants | | |
| Are there any contracts with vendors that will not expire after the sale? | | |
| | | |

| | Date Received | Comments |
|---|---|---|
| **Notification Letters** | | |
| Copy of letter sent to vendor from current manager notifying them of the change in ownership/management | | |

**Exhibit E**
**to**
**Purchase and Sale Agreement**

## TAX ESCROW AND RE-PRORATION AGREEMENT

This Tax Escrow and Re-Proration Agreement (this "Agreement") is made and entered as of _____, 2026 (the "Effective Date") by and between MLRP 415 State Parkway LLC, a Delaware limited liability company ("Seller"), and Ivy Holdings LLC, a _____ limited liability company and its successors and or assigns ("Purchaser").

Whereas Seller and Purchaser have entered into a certain Purchase and Sale Agreement (the "Contract") pertaining to the purchase and sale of the property commonly known as 415 E. State Parkway, Schaumburg, Illinois (the "Property").

Whereas the parties desire to close the transaction and agree to provide for the payment and credit for the 2025 taxes and a portion of the 2026 taxes to be made and calculated upon issuance of the necessary 2025 tax bills in 2026 and the 2026 tax bills in 2027, therefore, this Agreement shall survive the Closing.

Now therefore, the parties agree as follows:

1. All of the above Recitals are incorporated as terms of this Agreement as though fully restated here.

2. That at the time of Closing, there shall be a credit given at Closing in the amount of **$313,475.04** ("Closing Credit") which is an estimate for 2025 real estate taxes and the first four months of 2026 real estate taxes.

3. The amount of **$116,000** ("Tax Escrow") will be held by Chicago Title Insurance Company ("Escrowee") to secure this Agreement.

4. Upon the issuance of the tax bill for the 2025 real estate taxes, Escrowee shall calculate the credit for 2025 real estate taxes due to the Purchaser, and if the Closing Credit was insufficient, pay such amounts to the Purchaser from the Tax Escrow following Purchaser's approval of such calculations ("Supplemental Closing Credit"). If the escrowed funds cannot cover such payment, Seller shall immediately tender funds to the Escrowee to insure such bills are paid in full. Seller's liability shall not be limited to the escrow.

5. Upon the issuance of the tax bill for the 2026 taxes, Escrowee shall re-calculate the credit for the portion of 2026 taxes due to the Purchaser, and if the Supplemental Closing Credit was insufficient, pay such amounts to the Purchaser from the Tax Escrow following Purchaser's approval of such calculations. If the escrowed funds cannot cover such payment, Seller shall immediately tender funds to the Escrowee to insure such bills are paid in full. Seller's liability shall not be limited to the escrow.

6. Either party shall pay all reasonable attorney's fees and costs incurred by the other party in enforcing the terms of this Agreement in defending any proceeding to which either party is made a party of a legal proceeding as a result of the acts or omissions of the other party.

7. In the event of a dispute among the parties, the Escrowee may deposit the Tax Escrow, less costs, with Clerk of the Circuit Court by the filing of an action in the nature of interpleader. The parties agree that Escrowee may be reimbursed from the Tax Escrow for all costs, including reasonable

attorney fees, related to the filing of the interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.

8. The PIN for the above real estate taxes are 07-11-303-004-0000.

9. Any funds remaining in the Tax Escrow on that date that is no later than eighteen (18) months after the Effective Date, shall be returned to Seller, unless the parties agree to an earlier return of such funds.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth above.

**PURCHASER**:

Ivy Holdings LLC,
a _____ limited liability company

By:
Name:
Title:

**SELLER**:

MLRP 415 State Parkway LLC,
a Delaware limited liability company

By: ML Realty Partners LLC,
a Delaware limited liability company
Its: Sole Member

By: _____
Nancy Kozinski, its Chief Operating Officer

**ESCROWEE**:

CHICAGO TITLE INSURANCE COMPANY

By:
Name:
Title:

# EXHIBIT "B"

## Identification of Persons or Entities Having an Interest

***Property Owner / Applicant:***

| **Name(s)** | **Address** |
|---|---|
| 415 E State LLC | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 |

***Interested Parties - Applicant:***

| **Name(s)** | **Address** | **Extent of Interest** |
|---|---|---|
| Dominic J. Susin | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | Manager / 90% Owner |
| Kevin Summers | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | 10% Owner |

***Tenant (anticipated 100%)*:**

| **Name(s)** | **Address** |
|---|---|
| BEC Equipment LLC<br>(Boiler Equipment Company) | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 |

***Tenant's Existing Locations:***

| **Location Address** | **Landlord** | **Lease Type** |
|---|---|---|
| 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | EFN OBT1, LLC | Leased |
| 58 Eisenhower Lane North,<br>Lombard, Illinois 60148 | Chicago Industrial TT, LLC | Leased |
| 420 North Main Street,<br>Montgomery, Illinois 60538 | Reed Machinery & Trans. Co., Inc. | Sub-leased |

***Interested Parties - Tenant*:**

| **Name(s)** | **Address** | **Extent of Interest** |
|---|---|---|
| Dominic J. Susin | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | Manager / 85% Owner |
| Kevin Summers | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | 15% Owner |

***Professional Services:***

| **Name(s)** | **Subject** | **Address** |
|---|---|---|
| Mary Kathleen Fitzgerald,<br>Fitzgerald Law Group, PC | Legal – 6b Application | 7035 High Grove Boulevard<br>Burr Ridge, Illinois 60527 |
| Steve Connolly,<br>NAI Hiffman | Real Estate Services | 1 Oakbrook Terrace, Suite 400<br>Oakbrook Terrace, Illinois 60181 |
| Vanessa Cici Fry,<br>The Fry Group, LLC | Legal – Real Estate | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 |

# Business Entity Search

## Entity Information

| | | | |
|---|---|---|---|
| **Entity Name** | 415 E STATE LLC | | |
| **Principal Address** | ONE OAKBROOK TERRACE, STE 505<br>OAKBROOK TERRACE,IL 601810000 | | |
| **File Number** | 17390708 | **Status** | ACTIVE on 02-03-2026 |
| **Entity Type** | LLC | **Type of LLC** | Domestic |
| **Org. Date/Admission Date** | 02-03-2026 | **Jurisdiction** | IL |
| **Duration** | PERPETUAL | | |
| **Annual Report Filing Date** | 00-00-0000 | **Annual Report Year** | |
| **Agent Information** | VANESSA CICI FRY<br>ONE OAKBROOK TERRACE, STE 505<br>OAKBROOK TERRACE, IL 60181 | **Agent Change Date** | 02-03-2026 |

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Available Services | Managers | Old LLC Name | Assumed Name | Series Name | File History

| Managers | Address |
|---|---|
| DOMINIC J. SUSIN | ONE OAKBROOK TERRACE, STE 505<br>OAKBROOK TERRACE, IL 60181 |

Showing 1 to 1 of 1 entries

Previous 1 Next

# Business Entity Search

## Entity Information

| | | | |
|---|---|---|---|
| **Entity Name** | BEC EQUIPMENT LLC | | |
| **Principal Address** | 1 OAKBROOK TERR STE 505<br>OAKBROOK TERRACE,IL 601810000 | | |
| **File Number** | 03077845 | **Status** | ACTIVE on 01-15-2026 |
| **Entity Type** | LLC | **Type of LLC** | Domestic |
| **Org. Date/Admission Date** | 02-02-2009 | **Jurisdiction** | IL |
| **Duration** | PERPETUAL | | |
| **Annual Report Filing Date** | 01-15-2026 | **Annual Report Year** | 2026 |
| **Agent Information** | THE FRY GROUP LLC<br>1 OAKBROOK TER STE 505<br>OAKBROOK TERRACE, IL 60181-4438 | **Agent Change Date** | 08-25-2022 |

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Available Services | Managers | Old LLC Name | Assumed Name | Series Name | File History

| Managers | Address |
|---|---|
| SUSIN, DOMINIC J | 1 OAKBROOK TERR STE 505<br>OAKBROOK TERRACE, IL 601810000 |

Showing 1 to 1 of 1 entries

Previous 1 Next

# EXHIBIT "C"

BEC Boiler Equipment Company, LLC



# The STEAM EXPERTS

BEC Boiler Equipment Company, LLC

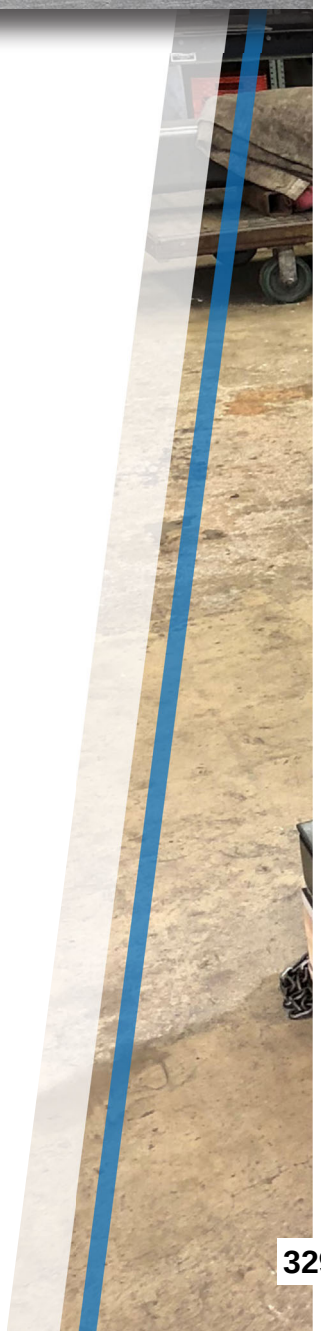
**Written by Jesse Doehler-Knox**

In the middle of winter, a truck washing facility in Illinois was forced to halt its services. One of its high-pressure vessels had quit and was beyond repair. A full installation would take at least a week. Panicked staff members were on the phone with an installation company they had worked with in the past, desperate to get things working again.

This was not just an inconvenience for the truck-washing facility. It meant a lack of service for the truck drivers who rely on this washing before heading back to the terminal or onto the road. A gap in service delivery is the Achilles' heel of all large-scale businesses, and finding fast, reliable solutions is the only way to survive in a competitive economy.

"They were dead in the water in the dead of winter last year," explains Brian Summers, Sales Manager at Boiler Equipment Company (BEC), "and had no way of running their business at all." Brian has been in the business for over fifty years. He started there ten years ago, and his son Kevin Summers has since come on board as a mechanical engineer.

"We had a relationship with the inside installer," recounts Kevin. "They gave us a call, and we were able to get the 150-horsepower, high-pressure vessel installed. Our service guys got it up and running within forty-eight hours. It's a situation where you don't get that sale if you don't have the equipment." ▸▸





With a large warehouse and big enough trucks to easily stock extra parts, BEC has been saving the day all across the Chicagoland area.

"Our people worked around the clock to help them get going," says Brian. "The company really appreciated it, and we recently got another large order from them."

"That's how we've grown our business," adds Kevin, "through building these relationships."

Boiler Equipment Company (BEC) is headquartered in Lombard, Illinois with satellite offices in California and Georgia. It rents and sells equipment and designs or upgrades full boiler and steam-related systems with new or used equipment.

"We're in the business of selling and servicing steam-related equipment," says Brian. "We are heavily involved in food processing, hospitals, and large industrial applications."

The company creates engineered design solutions from the ground up. This includes upgrades, conversions, repairs, and replacements. Its technicians are some of the best-trained and experienced people in the business and are able to handle nearly any problem or unexpected discovery on site.





"Having a service department that can do our startups and making sure these projects are done properly by trained service technicians is fundamental," explains Kevin. "Our technicians can put to bed any issues that might have eluded the preplanning process. Having that team of service guys that can fix any issues at the outset is something our clients also appreciate."

Its factory-authorized-and-trained boiler burner technicians install many leading brands and overhaul a variety of systems. They perform services ranging from annual maintenance to upgrades, repair, and analysis of combustion efficiency. Boiler Equipment Company can also deliver onsite job training for companies learning to do their own maintenance.

***"The company creates engineered design solutions from the ground up."***

BEC has seen rapid growth over the last five years, largely due to a focus on full systems design. Kevin earned a degree in mechanical engineering and has used those tools to implement the company's design process. "I came on to develop full system design in 3D AutoCAD." With his skills in design and engineering, Kevin is able to show clients a three-dimensional model using the exact specifications of their space. The designs that result are efficient and accessible, making them easy to maintain or repair.

Kevin's systems' thinking and Brian's long-time experience make them the ultimate team when it comes to facing challenging situations. In one such scenario, the company was working with a client that was installing a boiler room half the size of what would normally be used in its industry.

"It was a bit of shoebox to fit all the equipment in," explains Kevin. "We laid everything out beforehand on the computer to see where the piping and stack layout would make the most sense." The boilers had to be put in face-to-face and needed to fit into the room.

To an outside observer, this may seem like a relatively simple problem. But anyone in the industry knows equipment must be safely and smartly placed to maintain a perfect harmony between water temperature and pressure. The equipment choice and space itself have a dramatic impact on long-term outcomes. Additionally, the setup must be easy to maintain and service so companies can reduce maintenance needs and keep down costs.

"It was a very coordinated effort to not only get the equipment in, but to bring it into the room in the proper order." Three large pieces of equipment were brought in. While BEC is not in

charge of the installation, Kevin was on site making sure things were synchronized properly.

And he arrived just in time. "The installing contractor was about to send the equipment in, but they had it in the wrong order." Kevin was able to quickly correct this. "They would have had to pull all the equipment out of the room and put it back in the right order, and it would have doubled the cost of the installation."

Most companies do not go that extra step and instead send the designs to the installer. "We want to make sure what we're selling is installed properly. It's our reputation if it's not working as originally planned," Kevin explains.

The mindset used in setting up a project is extended to all aspects of the company. "We're there for the long haul," Kevin continues. "We're not going to sell you a piece of equipment and just walk away. We're there to ensure that you're happy with what you're buying. People are putting large financial investments into what we're selling, and we want them to be happy with what we're selling them. Ultimately, it's our reputation. The majority of our business is through word-of-mouth."

Brian believes tasks like this were not possible without Kevin's education and technological capabilities. "Kevin's arrival and his skills have paid dividends for BEC. We all knew this technology was out there. It was just a matter of making it happen."

Kevin's passion for technology, problem-solving, and teamwork has led to the company helping to grow the next generation of thinkers and problem solvers. BEC hosted STEM Scouts, an organization promoting science, technology, engineering, and math subjects (STEM) to children in grades one through five.

Kevin was excited to work with the kids and to promote the fun of STEM. "When I was growing up, I was fortunate enough to have some great teachers, and that's what makes all the difference."

"My biggest thing is getting kids excited about math, science, and problem solving. The earlier you can get kids hooked on that and on science, the more likely they're going to do that in the future." Getting children enthusiastic about the program has included working with them to program robots, perform chemistry experiments, and build remote-controlled cars that can go through obstacle courses.

"We figure out a way to make it fun for kids, whether it's a controlled explosion here or there or making some sort of fun game out of robots or things like that," Kevin explains.

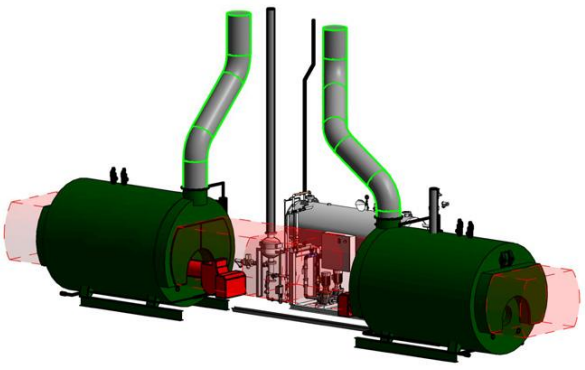
BEC is not only growing the next generation of scientists; it is rapidly expanding across the country, particularly over the past five years. "When I jumped on five years ago, there were four people in the office and three service guys," Kevin says. "We've pretty much tripled in growth since then. Selling a lot more equipment, selling a lot more service packages." The expansion has also included new offices in Atlanta, Georgia and Irvine, California.

"I foresee us continuing to grow. Being a nationwide company, I see us developing a lot more controlled platforms for boilers and systems applications," says Kevin. "We have grown into a full-service company, able to deliver design and turnkey applications to help our clients." ■






Content Developed by Alan Keogh | Designed by Yoana Ilcheva



**BEC** Boiler Equipment Company, LLC

58 Eisenhower Lane North, Lombard, Illinois 60148 | **P:** 630-627-4737

*becequipment.com*

***SUPPORTED BY***

**HAMILTON ENGINEERING**
hamiltonengineering.com



# EXHIBIT "D"

## LEGAL DESCRIPTION

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

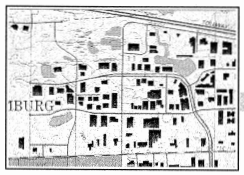
Tax Identification Number: 07-11-303-004-0000

# EXHIBIT "E"

## A.L.T.A./ A.C.S.M. LAND TITLE SURVEY

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

VICINITY MAP




LAND AREA

222,333 SQUARE FEET = 5.1041 ACRES




### LEGEND

| | | | |
|---|---|---|---|
| SANITARY MANHOLE | | MAILBOX | |
| SANITARY CLEANOUT | | LIGHT POLE | |
| STORM MANHOLE | | OVERHEAD LIGHT POLE | |
| STORM CATCH BASIN | | ELECTRIC MANHOLE | |
| STORM INLET | | TRAFFIC SIGNAL POLE | |
| FLARED END SECTION | | TRAFFIC SIGNAL VAULT | |
| TRANSFORMER | | RAILROAD SIGNAL POLE | |
| ELECTRICAL BOX | | RAILROAD SIGNAL VAULT | |
| CABLE T.V. BOX | | UTILITY POLE | |
| TELEPHONE BOX | OH | OVERHEAD WIRES | |
| TELEPHONE MANHOLE | E | UNDERGROUND ELECTRIC | |
| ELECTRIC METER | G | UNDERGROUND GAS | |
| GAS METER | T | UNDERGROUND TELEPHONE | |
| GAS VALVE | G T | UNDERGROUND CABLE T.V. | |
| H-BOX | W | WATER MAIN | |
| WATER VALVE | S | SANITARY SEWER | |
| WATER VALVE VAULT | ST | STORM SEWER | |
| FIRE HYDRANT | X X | FENCE LINE | |
| POST INDICATOR VALVE | | GUARD RAIL | |
| SIGN | | DECIDUOUS TREE | |
| FLAG POLE | | PINE TREE | |
| R = RECORD DIMENSION | | DRIVE IRON PIPE | |
| M = MEASURED DIMENSION | | FOUND IRON PIPE | |

E:\surv\39943NPK\39943a.dgn

**PARKING SPACE TABLE**

THIS SITE CONTAINS:
4 DESIGNATED HANDICAP SPACES
89 REGULAR STRIPED PARKING SPACES
93 TOTAL PARKING SPACES

**FLOOD ZONE DESIGNATION**

THE PROPERTY LIES WITHIN ZONE "UNSHADED X," AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AS INDICATED BY FIRM MAP COMMUNITY NUMBER 170158, PANEL 0187 F, WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2000.

**SELECTED ZONING DATA**

PER TOM FARACE, SENIOR PLANNER WITH THE VILLAGE OF SCHAUMBURG, (847-895-4500) THE SUBJECT PROPERTY IS ZONED M-P, PLANNED MANUFACTURING. THE FOLLOWING RESTRICTIONS APPLY:

MINIMUM LOT SIZE = 30,000 SQUARE FEET
MINIMUM LOT WIDTH = 150 FEET
MAXIMUM LOT COVERAGE = 45%
MAXIMUM FLOOR AREA RATIO = 60%
MAXIMUM BUILDING HEIGHT = 45 FEET

BUILDING SETBACKS FOR A 29.5 FOOT TALL BUILDING ARE:
FRONT = 43.5 FEET
REAR = 15 FEET
SIDE = 15 FEET

PARKING SETBACKS ARE:
FRONT = 25 FEET
REAR = 5 FEET
SIDE = 5 FEET

PER LETTER DATED JUNE 20, 2005, THE EXISTING BUILDING IS CONSIDERED A LEGAL NON-CONFORMING STRUCTURE.

**SCHEDULE B SURVEY EXCEPTIONS**

PER FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. NCS-163700-CHI, WITH AN EFFECTIVE DATE OF APRIL 28, 2005

3 BUILDING LINE BY DOCUMENT 25234483 AND SHOWN ON THE PLAT OF WOODFIELD BUSINESS CENTER UNIT NO. 3, RECORDED AS DOCUMENT 25418964, IS SHOWN HEREON.

4 PUBLIC UTILITY EASEMENTS BY DOCUMENT 25234483 AND SHOWN ON THE PLAT OF WOODFIELD BUSINESS CENTER UNIT NO. 3, RECORDED AS DOCUMENT 25418964, IS SHOWN HEREON.

5 THE PLAT OF WOODFIELD BUSINESS CENTER UNIT NO. 3, RECORDED AS DOCUMENT 25418964, CONTAINS EASEMENT PROVISIONS WHICH PROHIBIT BUILDINGS OR OTHER PERMANENT STRUCTURES WITHIN THE EASEMENTS DESCRIBED IN EXCEPTION NO. 4, ABOVE.

6 PER SECTION 8.2 OF DOCUMENT 25281482, THE "...DECLARATION SHALL CONTINUE AND REMAIN IN EFFECT ... UNTIL SEPTEMBER 1, 2004." THE AMENDMENT DOCUMENT 25423780 DOES NOT CONTAIN ANY REVERSION OR EXTENSION OF THE ORIGINAL EXPIRATION DATE.

7 PER SECTION 8.2 OF DOCUMENT 25281482, THE "...DECLARATION SHALL CONTINUE AND REMAIN IN EFFECT ... UNTIL SEPTEMBER 1, 2004." THE AMENDMENT DOCUMENT 25423780 DOES NOT CONTAIN ANY REVERSION OR EXTENSION OF THE ORIGINAL EXPIRATION DATE

8 STORM SEWERS AND CATCH BASINS ARE SHOWN HEREON.

I HEREBY CERTIFY TO:
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, ITS SUCCESSORS AND ASSIGNS
ML REALTY PARTNERS LLC
MLRP 415 STATE PARKWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY

THAT THIS IS A TRUE AND CORRECT SURVEY OF:

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 415 SATE PARKWAY, SCHAUMBURG, ILLINOIS.

AND SHOWS THE TRUE AND CORRECT LOCATION OF THE BUILDINGS AND IMPROVEMENTS SITUATED ON SUCH LAND AND ALL EASMENTS, RIGHTS-OF-WAY, SETBACK LINES, AND SIMILAR RESTRICTIONS OF RECORD AFFECTING THE PROPERTY HAVE BEEN SURVEYED. THE BUILDINGS DO NOT OVERHANG OR ENCROACH UPON ANY EASEMENT OR RIGHT-OF-WAY OF OTHERS, AND THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS THE PROPERTY LINES. THE PROPERTY SURVEYED CONTAINS 5.10 ACRES AND 93 PARKING SPACES, INCLUDING 4 DESIGNATED HANDICAP SPACES, AND IS NOT LOCATED WITHIN A FLOOD PLAIN AREA.

I FURTHER CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM, AND NSPS IN 1999, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 7b1, 7b2, 7c, 8, 9, 10, 11b, 13, 14, 15, AND 16 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL ALTA/ACSM LAND TITLE SURVEYS."

DATED THIS 20TH DAY OF JUNE, 2005

BY: _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2489
WEBSTER, McGRATH, AND AHLBERG
207 SOUTH NAPERVILLE STREET
WHEATON, ILLINOIS 60187
630-668-7603

| Rev | Date | Description | By |
|---|---|---|---|
| 1 | 6-20-05 | PER 6-16 SEYFARTH REVIEW | NPK |

**ALTA/ACSM SURVEY**

PREPARED FOR: ML REALTY PARTNERS
ONE PIERCE PLACE, SUITE 450
ITASCA, ILLINOIS 60143
630-250-2910

LOCATION: LOT 5,
WOODFIELD BUSINESS CENTER UNIT 3
415 STATE PARKWAY
SCHAUMBURG, ILLINOIS

WEBSTER, McGRATH & AHLBERG LTD.
Consulting Engineers
Land Surveying And Civil Engineering Since 1906
207 South Naperville St.
Wheaton, Illinois 60187
Design Firm License No. 184-003101
(630) 668-7603 FAX (630) 682-1780 EMAIL WMALTDWWALTD.COM

JOB # 39943 | DATE 5-26-05 | SCALE 1" = 30'
SURV NPK/GLA | DRAWN NPK | DESIGN
FILE # D-COOK 11-41-10 A | SHEET # 1 of 1

6/23/2005 2:16:35 PM

# EXHIBIT "F"

## INTENDED PROPERTY USE / DESCRIPTION OF BUSINESS

***Intended Use:***

The subject property, located at 415 East State Parkway, Schaumburg, Illinois will be 100% occupied by the Boiler Equipment Company (BEC Equipment LLC). Currently, as previously stated on Exhibit “B”, the Boiler Equipment Company operates out of three (3) locations in Oakbrook Terrace, Lombard and Montgomery. The intended use of the existing and ultimately expanded subject property’s facilities, is to consolidate these (3) locations.

***Description of Business:***

Boiler Equipment Company is a Manufacturers Representative in the boiler industry. Its primary focus is to sell new equipment in the Chicago area and to maintain installed equipment throughout the region by its service group. Major products of the company include boilers, burners and deaerators.

Boiler Equipment Company specializes in steam and industrial applications, and is also signatory with the United Association of Union Pipefitters local 597 and have service fitters on staff to maintain the products.

Additionally, Boiler Equipment Company provides engineering services. As mechanical engineers, Boiler Equipment Company are frequently involved with engineering and designing mechanical and boiler rooms and its associated electrical equipment. All equipment in a boiler room has a certain function and requires expert placement and specialized maintenance in order to operate properly.



# EXHIBIT "G"

## PROPOSED DEVELOPMENT / ANTICIPATED COSTS

***Proposed Development:***

If a Class 6B Incentive is to be granted, the applicant intends to purchase the 76,098 square foot warehouse located at 415 East State Parkway, Schaumburg, Illinois, and begin immediately, on or about May 1, 2026, building out the property to suit its business needs. The applicant intends to take occupancy on or about July 1, 2026 after construction is completed.

Plans to improve the subject property include but are not limited to building out the office space, constructing a new specialized training facility and adding machinery to handle heavy boilers in the warehouse. Estimated costs are indicated below.

***Anticipated Costs of Construction / Capital Investment*:***

Investment to building: Approximately $150,000

Personal property / equipment: Approximately $150,000

**Official costs and development plans are still being finalized at this time.*

# EXHIBIT "H"

## 415 East State Parkway, Schaumburg, IL

ML REALTY PARTNERS



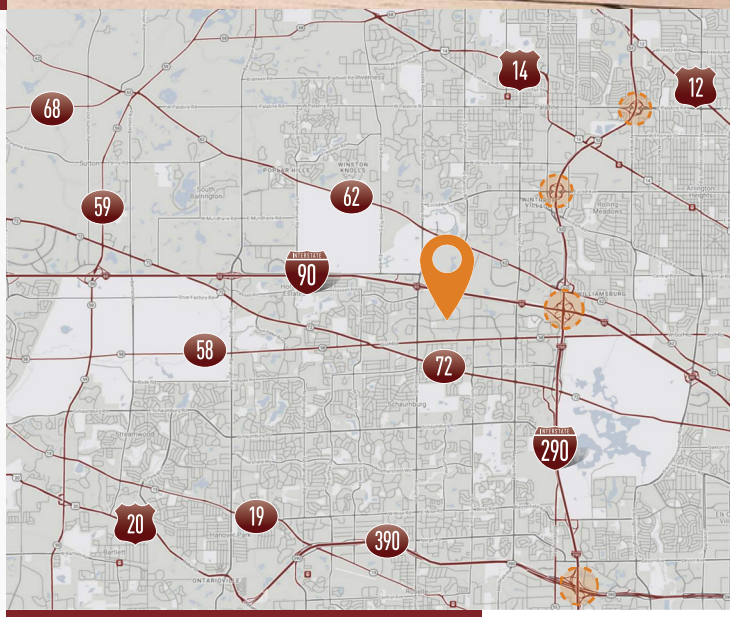

# 76,282 SF AVAILABLE

## Building Specifications

| | |
|---|---|
| Building Size: | 76,282 SF |
| Available: | 76,282 SF |
| Office: | 7,338 SF |
| Clear Height: | 24' Clear |
| Loading: | 6 Docks |
| Drive In Doors: | 1 (10' X 8') |
| Column Spacing: | 50' X 25' |
| Power: | 1,600 Amps, 277/480 Volts, 3-Phase<br>400 Amps, 277/480 Volts, 3-Phase |
| Car Parking: | 92 |
| Sprinkler: | ESFR |

## Building Features

- Four cranes
  - Two 10-ton cranes
  - Two 5-ton cranes
  - 19' underhook
- Free standing in Northwest Suburbs
- Locker room
- Woodfield Business Park with access to I-90
- Close proximity to shopping and dining




## For More Information Contact

Colliers

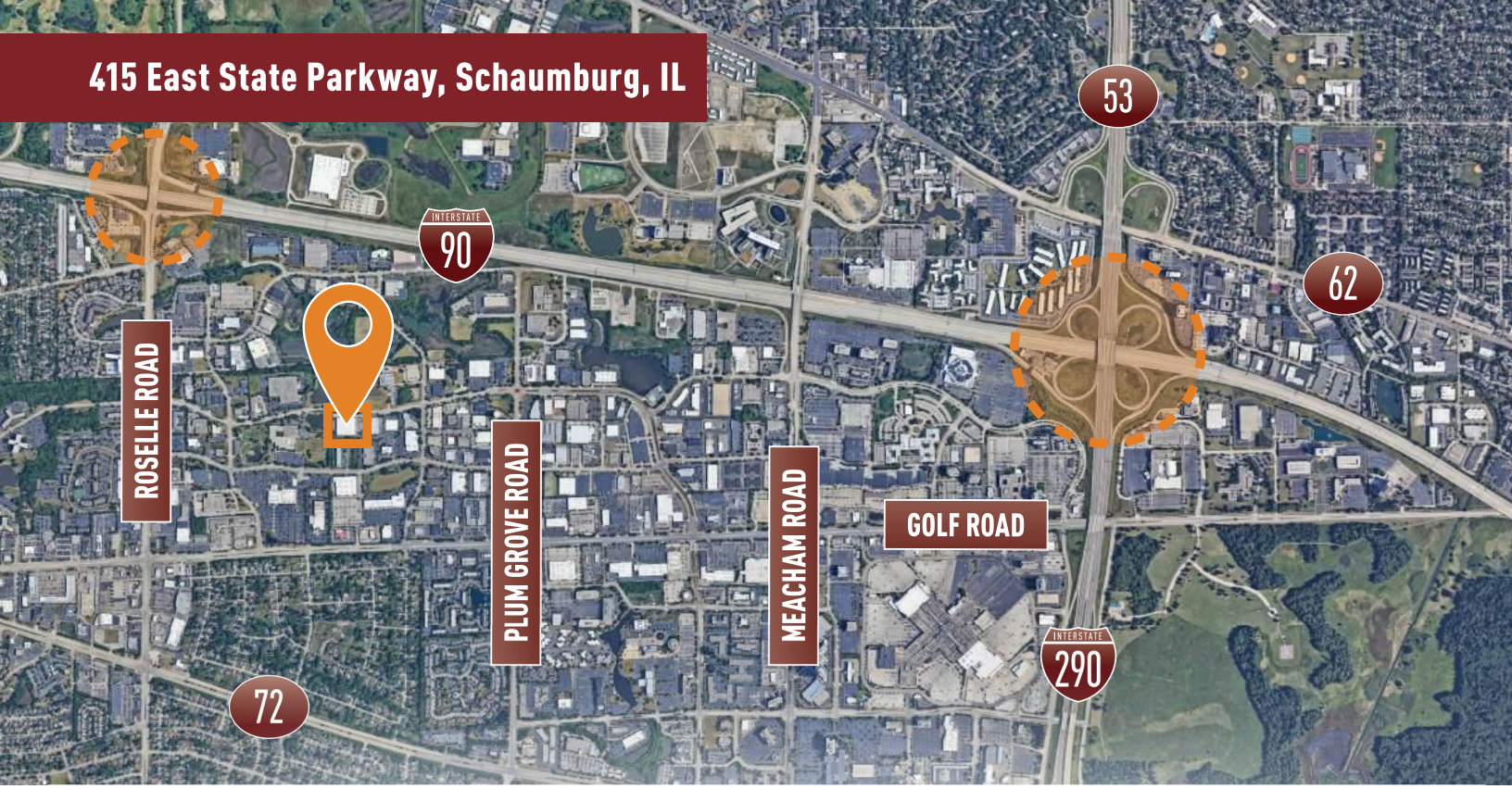
**RONALD BEHM, SIOR**
847-712-6010
ron.behm@colliers.com

**JONATHAN KOHN**
773-627-7847
jonathan.kohn@colliers.com

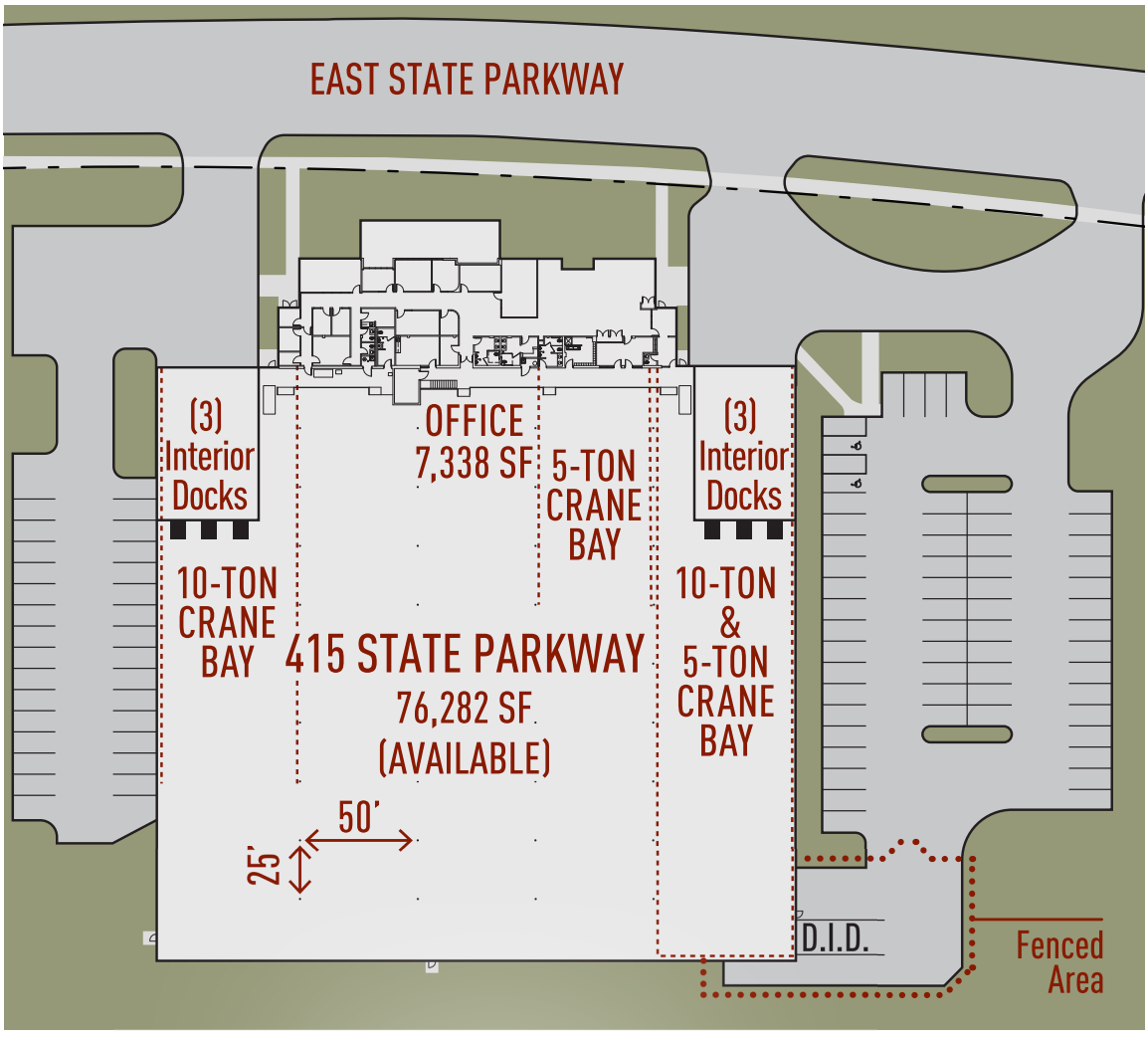
Owner:
ML Realty Partners \\ One Pierce Place, Suite 450, Itasca, Illinois 60143 \\ 630-250-2900

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# 415 East State Parkway, Schaumburg, IL




## Plan




ML REALTY PARTNERS

Owner:
ML Realty Partners \\ One Pierce Place, Suite 450, Itasca, Illinois 60143 \\ 630-250-2900

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# EXHIBIT "I"

## Vacancy/Occupancy Affidavit

**Cook County Assessor's Office**

}

**Appeal Year** 2026
**Appeal No:**

I, Nancy Kozinski, authorized agent of MLRP 415 State Parkway LLC, being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 415 East State Parkway (07-11-303-004-0000) (PROPERTY INDEX NUMBER(S)) in Schaumburg (CITY), subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2025 is as follows:

Condos or Apartments (Please circle)

| | Total Sq. Ft. of Commercial/Industrial Area Occupied * | Total Sq. Ft. of Commercial/Industrial Area Vacant * | Total Sq. Ft. of Commercial/Industrial Area * | Total Number of Residential Condos/Apartments Occupied | Total Number of Residential Condo/Apartments Vacant | Total Number of Residential Condo/ Apartments |
|---|---|---|---|---|---|---|
| January | 76,098 | 0 | 76,098 | | | |
| February | 76,098 | 0 | 76,098 | | | |
| March | 76,098 | 0 | 76,098 | | | |
| April | 0 | 76,098 | 76,098 | | | |
| May | 0 | 76,098 | 76,098 | | | |
| June | 0 | 76,098 | 76,098 | | | |
| July | 0 | 76,098 | 76,098 | | | |
| August | 0 | 76,098 | 76,098 | | | |
| September | 0 | 76,098 | 76,098 | | | |
| October | 0 | 76,098 | 76,098 | | | |
| November | 0 | 76,098 | 76,098 | | | |
| December | 0 | 76,098 | 76,098 | | | |
| **Total** | 228,294 | 684,882 | 913,176 | | | |

**Total annual percent weighted vacancy of Industrial/commercial space** 75.0%

**Total annual percent weighted vacancy of Residential condo/ apartments**

*** Include Commercial condos here.**

(Please check all boxes that apply)

1. ☑ Photos of the vacant space are included with this appeal

2. ☑ Attempts to lease the vacant space were made. The subject property was listed for sale with a broker. (list all attempts made to lease vacant space)

**Attach all listing agreements executed for the last three years.**

3. ☐ No attempts were made to lease the vacant space because:

**For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll. Other relevant additional supporting documentation also may be attached to this affidavit.**

4. ☐ Since the space in question became vacant there has been approximately
_____ showings _____ inquires _____ offers

5. ☐ If offer(s) failed to result in leasing the vacant space, the reason(s) were:

_____

_____

_____

6. For the preceding and calendar years vacancy factors were applied in excess of 15% by:

| | 2022 | 2021 | 2020 |
|---|---|---|---|
| CCAO | _____% | _____% | _____% |
| BOR | _____% | _____% | _____% |
| BOTH | _____% | _____% | _____% |

Reason(s) for requested vacancy relief for the current appeal year (check all that apply):

- ☐ New Construction
- ☐ Initial Start-Up Occupancy
- ☐ Tenant Preparation or Build-out
- ☐ Fire, Flood, Natural Disaster
- ☐ Modification of Original Plans
- ☐ Construction or Completion Delay
  - ☐ Zoning
  - ☐ Plans and Permits
  - ☐ Community Hearing(s) / Review
  - ☐ Local Approval or Ordinance
  - ☐ Financing
  - ☐ Final Inspection / Certificate of Occupancy
- ☐ Eviction of Tenant(s)
- ☐ Demolition
- ☐ Environmental Remediation
- ☑ Building Rehabilitation
- ☐ Conversion to Condominiums
- ☐ Repair of Prior Tenant Damage
- ☐ Alteration, Modification or Conversion to New Use or Configuraton
- ☐ Building Code Compliance
- ☐ Governmental or Court Order
- ☐ Closure Notice or 'Red Tag'
- ☐ Structural, Mechanical, Electrical, Roof, Plumbing or HVAC Failure
- ☐ Bankruptcy of Tenant(s)
- ☐ Loss of Major Tenant(s)
- ☐ Physically Occupied with Rental Abatements
- ☐ Other: _____

Subscribed and sworn before me,

this 10 day of February 2026

Bonnie A. Brztowski
Notary Public

Further affiant sayeth not.

Affiant

*[Notary Seal or Stamp]*

BONNIE A BRZTOWSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 18, 2026

# EXHIBIT "J"

## Vacancy/Occupancy Affidavit

**Cook County Assessor's Office**

**Appeal Year** 2026
**Appeal No:**

I, Dominic J. Susin, Manager of 415 E State LLC, being first duly sworn, on oath depose and say that I am the owner/(managing agent) of the property located at 415 East State Parkway (07-11-303-004-0000) (PROPERTY INDEX NUMBER(S)) in Schaumburg (CITY), subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2026 is as follows:

Condos or Apartments (Please circle)

| | Total Sq. Ft. of Commercial/Industrial Area Occupied * | Total Sq. Ft. of Commercial/Industrial Area Vacant * | Total Sq. Ft. of Commercial/Industrial Area * | Total Number of Residential Condos/Apartments Occupied | Total Number of Residential Condo/Apartments Vacant | Total Number of Residential Condo/ Apartments |
|---|---|---|---|---|---|---|
| January | 0 | 76,098 | 76,098 | | | |
| February | 0 | 76,098 | 76,098 | | | |
| March | 0 | 76,098 | 76,098 | <--Projected | | |
| April | 0 | 76,098 | 76,098 | <--Projected | | |
| May | 0 | 76,098 | 76,098 | <--Projected | | |
| June | 0 | 76,098 | 76,098 | <--Projected | | |
| July | 76,098 | 0 | 76,098 | <--Projected | | |
| August | 76,098 | 0 | 76,098 | <--Projected | | |
| September | 76,098 | 0 | 76,098 | <--Projected | | |
| October | 76,098 | 0 | 76,098 | <--Projected | | |
| November | 76,098 | 0 | 76,098 | <--Projected | | |
| December | 76,098 | 0 | 76,098 | <--Projected | | |
| **Total** | 456,588 | 456,588 | 913,176 | <--Projected | | |

**Total annual percent weighted vacancy of Industrial/commercial space** 50.0%

**Total annual percent weighted vacancy of Residential condo/ apartments**

*** Include Commercial condos here.**

(Please check all boxes that apply)

1. ☑ Photos of the vacant space are included with this appeal

2. ☑ Attempts to lease the vacant space were made. The subject property was listed for sale with a broker and is projected to be occupied as of July 1, 2026
(list all attempts made to lease vacant space)

Attach all listing agreements executed for the last three years.

3. ☐ No attempts were made to lease the vacant space because:

**For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll. Other relevant additional supporting documentation also may be attached to this affidavit.**

4. ☐ Since the space in question became vacant there has been approximately
_____ showings _____ inquires _____ offers

5. ☐ If offer(s) failed to result in leasing the vacant space, the reason(s) were:

_____

_____

_____

6. For the preceding and calendar years vacancy factors were applied in excess of 15% by:

| | 2022 | 2021 | 2020 |
|---|---|---|---|
| CCAO | _____% | _____% | _____% |
| BOR | _____% | _____% | _____% |
| BOTH | _____% | _____% | _____% |

Reason(s) for requested vacancy relief for the current appeal year (check all that apply):

- ☐ New Construction
- ☐ Initial Start-Up Occupancy
- ☐ Tenant Preparation or Build-out
- ☐ Fire, Flood, Natural Disaster
- ☐ Modification of Original Plans
- ☐ Construction or Completion Delay
  - ☐ Zoning
  - ☐ Plans and Permits
  - ☐ Community Hearing(s) / Review
  - ☐ Local Approval or Ordinance
  - ☐ Financing
  - ☐ Final Inspection / Certificate of Occupancy
- ☐ Eviction of Tenant(s)
- ☐ Demolition
- ☐ Environmental Remediation
- ☑ Building Rehabilitation
- ☐ Conversion to Condominiums
- ☐ Repair of Prior Tenant Damage
- ☐ Alteration, Modification or Conversion to New Use or Configuraton
- ☐ Building Code Compliance
- ☐ Governmental or Court Order
- ☐ Closure Notice or 'Red Tag'
- ☐ Structural, Mechanical, Electrical, Roof, Plumbing or HVAC Failure
- ☐ Bankruptcy of Tenant(s)
- ☐ Loss of Major Tenant(s)
- ☐ Physically Occupied with Rental Abatements
- ☐ Other: _____

_____

Subscribed and sworn before me,
this 9th day of February, 2026

Claudia P Deetjen
Notary Public

Further affiant sayeth not.

P. S.
Affiant

*[Notary Seal or Stamp]*

OFFICIAL SEAL
CLAUDIA P DEETJEN
Notary Public, State of Illinois
Commission No. 977861
My Commission Expires September 14, 2027

**BEFORE THE VILLAGE OF SCHAUMBURG**
**COOK COUNTY, ILLINOIS**

| | | |
|---|---|---|
| 415 E State LLC,<br>Petitioner. | ) | Date of Filing: February 12, 2026 |
| ADDRESS OF SUBJECT:<br>415 East State Parkway, Schaumburg, Illinois | ) | TOWNSHIP: Schaumburg<br>PIN(s): 07-11-303-004-0000 |

## Amended Brief in Support of 6B Application

The petitioner, 415 E State LLC, by its attorneys, Fitzgerald Law Group, P.C., in support of its 6B application, attached hereto, states as follows:

### I. Ownership

The subject property is currently owned by MLRP 415 State Parkway LLC, and is being purchased by the applicant, 415 E State LLC for a total consideration of $7,150,000. Attached as Exhibit "A", is an executed copy of the Purchase and Sale Agreement, dated February 2, 2026. 415 E State LLC intends to reoccupy the subject property which will have been vacant for more than 12 continuous months. Construction is set to commence on or about May 1, 2026 with an anticipated date of re-occupation on July 1, 2026. Once completed, the subject property will serve as the consolidated corporate headquarters for BEC Equipment LLC (d/b/a Boiler Equipment Company, BEC Service LLC) and IA Manufacturing LLC (d/b/a Industrial Steam, Atlantic Feedwater Systems, Industrial Fuel Systems, and Wilson Engineering). This move will consolidate four separate business locations outside of Cook County into a single facility in Schaumburg, Illinois. BEC Equipment LLC and IA Manufacturing LLC's primary focus is to manufacture, sell, and service boilers and component parts essential to the boiler industry. A full list of persons and entities with an interest in this 6b application is attached hereto as Exhibit "B". Additional background information on BEC Equipment, LLC and IA Manufacturing LLC is attached as Exhibit "C".

### II. Subject Property

The subject property features a 76,098-square-foot industrial building situated on approximately 222,335 square feet of land in Schaumburg Township. Currently classified as Class 5-93, the site is zoned M-P (Planned Manufacturing). For further detail, the legal description is included as Exhibit "D," and the most recent ALTA survey is provided as Exhibit "E."

| | |
|---|---|
| **PIN(s):** | 07-11-303-004-0000 |
| **Class:** | 5-93 |
| **Address:** | 415 East State Parkway, Schaumburg, Illinois |
| **Improvement Size:** | 76,098 square feet |
| **Land Size:** | 222,335 square feet |
| **L:B Ratio:** | 2.92:1 |
| **Year Built:** | 1980 |



## III. Eligibility Requirements

Eligibility for the Class 6b incentive is governed by Section 74-63(7)(d) of the Cook County Code of Ordinances. Following the adoption of Ordinance Amendment 21-2556 on May 13, 2021, the abandonment threshold was reduced from twenty-four months to twelve months. This application is submitted on the basis that the subject property meets these criteria, as it will have reached the required twelve-month vacancy period by the scheduled closing date of May 1, 2026.

### A. The Real Estate is Used Primarily for Industrial Purposes

Under the Cook County Real Property Assessment Classification Ordinance, industrial purposes is defined as follows:

> Any real estate used primarily in manufacturing […] or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation of storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing.

The subject property is currently utilized for, and will continue to be used for, industrial purposes. A comprehensive explanation of the Intended Use is provided in Exhibit “F.” Specifically, the facility will serve as a hub for equipment storage, maintenance, inventory management, and administrative operations. Planned investments, detailed in Exhibit “G,” include an office build-out, the construction of a specialized training facility, and the installation of heavy machinery for boiler handling.

### B. Occupation of Abandoned Property

The subject property has remained vacant since April 26, 2025. The applicant is currently under contract to purchase the property, with a scheduled closing on or about May 1, 2026, followed by an immediate commencement of renovations. Full occupancy is projected for July 1, 2026, at which point the property will have reached nearly 15 months of continuous vacancy. Documentation supporting this timeline includes the listing brochure (Exhibit “H”) and tax year 2025 and 2026 vacancy affidavits (Exhibits “I” and “J”), signed by both the prior and future owners.

### C. Timely Filed

This application is being submitted prior to the start of any construction, rehabilitation or occupancy.

## IV. Special Circumstances

The subject property has remained vacant since April 26, 2025, and will satisfy the twelve-month vacancy requirement mandated by the Cook County Ordinance at the time of closing. While the Village of Schaumburg’s internal guidelines typically seek twenty-four (24) months of vacancy, the Village allows for exceptions as low as six (6) months under special circumstances. The following points outline the unique merits and special circumstances of this project that warrant such an exception.

### A. Consolidation of Existing Locations from Outside of Cook County to Schaumburg, Illinois

The subject property will serve as the corporate headquarters for BEC Equipment LLC (d/b/a Boiler Equipment Company and BEC Service LLC) and IA Manufacturing LLC (d/b/a Industrial Steam, Atlantic Feedwater Systems, Industrial Fuel Systems, and Wilson Engineering). This project involves the consolidation and relocation of these entities from four separate facilities currently located outside of Cook County. A comprehensive list of all interested parties is provided in Exhibit "B." While BEC Equipment LLC focuses on the regional sales and maintenance of industrial equipment, further background on both primary entities is detailed in Exhibit "C."

### B. Capital Expenditures and Expansion of Equalized Assessed Value

The images below depict the subject property in its current state, and how the subject property might look with a refreshed façade:

***Current***




***Refreshed***




The following table shows a rough estimate of potential capital expenditures:

| Category | Estimated Investment | Description |
|---|---|---|
| Interior Office | $250,000 - $272,000 | Paint and carpet, refine finishes |
| Exterior Building | $190,000 +/- | Exterior paint, updates to façade |
| Landscaping | $15,000 - $30,000 | Dependent on scope but at minimum, turn repairs, mulching and several 3 gallon perennial plants and shrubs |
| Other / Miscellaneous | $90,000 +/- | Crane repair, estimated to be $50K +/-, HVAC RTU replacement - $40K |

The following analysis, attached as Exhibit "K" compares the most recent final tax liability (2024) and the current 2025 liability against three projected scenarios: the estimated tax liability with the Class 6b incentive at the purchase price, the liability based on the purchase price plus planned expenditures, and the projected liability upon the expiration of the 6b incentive. For the purpose of this comparison, all other factors—including levies, market values, and equalizers—are held constant.

| | At 2024 Board of Review Certified Market Value | At Present Market Value (2025 Board of Review Appeal Pending) | At Sale Price Without Potential Capital Expenditures and 6B | At Sale Price Including Potential Capital Expenditures and 6B | At Sale Price Without Potential Capital Expenditures after Expiration of 6B | At Sale Price Including Potential Capital Expenditures after Expiration of 6B |
|---|---|---|---|---|---|---|
| Market Value: | $3,379,860 | $4,298,860 | $7,150,000 | $7,732,000 | $7,150,000 | $7,732,000 |
| Assessed Value: | 844,965 | 1,074,715 | 715,000 | 773,200 | 1,787,500 | 1,933,000 |
| Equalizer*: | 3.0355 | 3.0355 | 3.0355 | 3.0355 | 3.0355 | 3.0355 |
| Local Tax Rate*: | 9.585675% | 9.585675% | 9.585675% | 9.585675% | 9.585675% | 9.585675% |
| Estimated Tax Liability: | **$245,862.14** | **$312,713.22** | **$208,045.81** | **$224,980.45** | **$520,114.53** | **$562,451.13** |

**most recently ascertainable*

Granting this incentive is a strategic investment in Schaumburg's long-term tax health. While the Village maintains a stable revenue stream consistent with 2024 levels, the project is projected to grow the property's tax contribution by over 100% upon the incentive's expiration. Beyond the direct real estate taxes, the applicant's consolidation of four separate businesses into this single headquarters will drive local job creation and secondary economic activity that far outweighs the temporary relief provided by the Class 6b status.

### C. Job Creation and Benefits

The relocation of these entities will immediately inject 25 high-paying, skilled positions into the Cook County workforce—all of which are being drawn from outside the county. This is only the baseline; as the applicants continue their upward trajectory, they anticipate an immediate short-term expansion of at least five additional roles, including interior engineering and administrative support, with a commitment to local hiring.

Furthermore, this facility will solve critical capacity issues for our Atlantic, Iowa plant. By establishing a specialized assembly and nationwide distribution hub in Schaumburg for the innovative RAPID-THERM system (see Exhibit "L"), the applicant expects to create an additional 10 to 12 new jobs within the first few years. With an existing annual payroll of $5,000,000 and a superior benefits package—including 90% employer-paid health insurance and maximum 401(k) matching—this project represents a significant, high-quality investment in the Schaumburg community.

### D. Community Involvement

The applicant is deeply committed to the long-term vitality of Schaumburg, a dedication evidenced by their long-standing support of the Al Larson Prairie Center for the Arts. This history as a consistent donor reflects a core belief in investing in the cultural fabric of the Village. To further this commitment, the applicant has formally joined the Schaumburg Business Association, with the specific goal of becoming an active, contributing leader within the local business community. Central to this expansion is a "community-first" hiring initiative, which prioritizes recruiting talent from within Schaumburg to ensure that the economic benefits of this project—including high-quality, high-paying roles—remain directly within the Village.

### E. Sale Contingent Upon 6B Approval

The Class 6b incentive is the deciding factor in this sale and relocation; without it, this project is not financially viable in Cook County. The region's current property tax burden creates a prohibitive cost barrier that would force the applicant to consolidate its operations in a more tax-competitive jurisdiction outside of the county. Securing this incentive is the only path that allows the applicant to offset these excessive carry costs and justify the substantial investment in the Schaumburg community.

### F. Prayer for Relief

Based upon the foregoing representations and the attached Exhibits, it is requested that a Class 6B incentive be granted.

Respectfully submitted,

415 E State LLC

By: _____

John P. Fitzgerald
Mary Kathleen Fitzgerald
FITZGERALD LAW GROUP, P.C.
7035 High Grove Boulevard
Burr Ridge, Illinois 60527
(312) 346-3000
Attorney No. 892

**RESOLUTION NO. R-26-**

**A RESOLUTION APPROVING AND AUTHORIZING A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS, (415 E STATE LLC )**

**WHEREAS**, the President and Board of Trustees (the "Corporate Authorities") of the Village of Schaumburg (the "Village") have received a request from 415 E State LLC (“Applicant”) for a Cook County Class 6B Real Estate Tax Classification ("Class 6B Classification") for the following-described property:

> SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
>
> Permanent Tax Index Number: 07-11-303-004-0000
>
> Common Address: 415 E. State Parkway, Schaumburg, Illinois 60173; (the "Subject Property").

**WHEREAS**, the Corporate Authorities have received information, letters and testimony regarding said request; and

**WHEREAS**, the Village is willing to assist Applicant in securing a Class 6B Classification for the Subject Property, provided the Village receives certain assurances from Applicant relating thereto, given that the continued operation of Applicant’s business in the Village should be beneficial to the economic vitality of the Village, as more specifically set forth in the Development Agreement attached hereto as Exhibit A and made part hereof (the "Development Agreement"); and

**WHEREAS**, Applicant will hire twenty-five (25) employees over the next two (2) years at Applicant's facility that is located on the Subject Property (the "Facility"); and

**WHEREAS**, Applicant will invest $940,000 and no/100 dollars in capital relative to the Facility over the next two (2) years; and

**WHEREAS**, Applicant will support the Schaumburg community such as the Schaumburg Business Association, the Boys and Girls Club, Al Larson Cultural Center, and other Schaumburg organizations; and

**RESOLUTION NO. R-26-**

**A RESOLUTION APPROVING AND AUTHORIZING A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS, AND A DEVELOPMENT AGREEMENT IN RELATION THERETO (415 E STATE LLC)**

**WHEREAS**, Applicant will, on a biannual basis, provide the Village with the number of employees at the Facility, along with documentation from the Cook County Assessor and Applicant, that depicts the land value and all line item improvements associated with the Subject Property and the Facility, as well as the new replacement cost (i.e., the Addition's market value) assigned to the Subject Property and the Facility by the Cook County Assessor;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG, COOK AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:**

**SECTION ONE**: The Village hereby supports and consents a Class 6B Classification for the business known as Applicant, located on the Subject Property.

**SECTION TWO**: The Village of Schaumburg find that it is necessary, for development to occur on the Subject Property that the Subject Property receive a Class 6B Classification.

**SECTION THREE**: Although the building will have been vacant less than the Village's general policy requirement of a minimum of twenty-four months, that term can be reduced to six months under Village policy due to special circumstances, and here, due to the Applicant consolidating its existing operations from outside of Cook County to the Village of Schaumburg, such special circumstances are present.

**SECTION FOUR**: That the Development Agreement is hereby approved, and the Village President is hereby authorized and directed to sign same on behalf of the Village.

**SECTION FIVE**: That, in the event Applicant does not comply with the terms of the Development Agreement, the Village may request that the Cook County Assessor terminate the Class 6B Classification for the Subject Property.

**SECTION SIX**: That, in the event Applicant does not comply with the terms of the Development Agreement, the Village may require that Applicant pay to the Village the difference between what Applicant would have paid in real estate taxes, had the Class 6B Classification not been renewed, and what Applicant actually paid in real estate taxes with the renewed Class 6B Classification, as provided for in the Development Agreement.

**RESOLUTION NO. R-26-**

**A RESOLUTION APPROVING AND AUTHORIZING A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS, AND A DEVELOPMENT AGREEMENT IN RELATION THERETO (415 E STATE LLC)**

**SECTION SEVEN**: That the Village Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.

**SECTION EIGHT**: This Resolution shall be in full force and effect upon passage and approval as required by law.

AYES: (0)

NAYS: (0)

ABSENT: (0)

PASSED AND APPROVED this_____ day of_____, 2026.

_____

VILLAGE PRESIDENT

ATTEST:_____

Village Clerk

APPROVED:

_____

Village Attorney

**Exhibit A**

**DEVELOPMENT AGREEMENT BETWEEN**

**THE VILLAGE OF SCHAUMBURG AND 415 E STATE LLC**

**FOR THE APPROVAL OF A COOK COUNTY CLASS 6B REAL ESTATE TAX**

**CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS**

**(attached)**

**Exhibit A**

**DEVELOPMENT AGREEMENT BETWEEN**

**THE VILLAGE OF SCHAUMBURG AND 415 E STATE LLC**

**FOR THE APPROVAL OF A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS**

(attached)

**DEVELOPMENT AGREEMENT BETWEEN**
**THE VILLAGE OF SCHAUMBURG AND 415 E STATE LLC FOR THE APPROVAL OF A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION**
**FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS**

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2026, by and between the VILLAGE OF SCHAUMBURG, an Illinois home rule municipal corporation (the "Village") and 415 E STATE LLC (“Applicant”).

## RECITALS

A. The Village is a home rule unit of local government.

B. Applicant is an Illinois limited liability company, and as the date hereof is the contract purchaser of the following-described property:

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Number: 07-11-303-004-0000

Common Address: 415 E. State Parkway, Schaumburg, Illinois 60173; (the "Subject Property").

C. Applicant shall, upon purchase of the Subject Property, use the property as the corporate headquarters for BEC Equipment LLC and IA Manufacturing LLC, and will utilize the Subject Property for the business of manufacture, repair, warehouse, and sale of boiler equipment and component parts (the “Facility”).

D. Applicant is currently seeking a real estate tax incentive under Class 6B of the Cook County Real Property Assessment Classification Ordinance (the “Incentive”) and seeking the Village's assistance in obtaining the approval of the Class 6B Incentive.

E. The Village is willing to assist Applicant in obtaining the approval of the Class 6B Incentive, provided the Village receives certain assurances from Applicant relating thereto, given that the continued operation of businesses located within 415 E. State Parkway should be beneficial to the economic vitality of the Village.

F. Although the building will have been vacant less than the Village’s general policy requirement of a minimum of twenty-four months, that term can be reduced to six months under Village policy due to special circumstances, and here, due to the Applicant consolidating its existing operations from outside of Cook County to the Village of Schaumburg, such special circumstances are present.

**DEVELOPMENT AGREEMENT BETWEEN**
**THE VILLAGE OF SCHAUMBURG AND 415 E STATE LLC FOR THE APPROVAL OF A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION**
**FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS**

**IN CONSIDERATION OF** the Recitals set forth above, the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by Applicant and the Village, Applicant and the Village agree as follows:

**Section 1.** The Village shall approve the Class 6B Incentive for the land and improvements of the subject property as reoccupation of abandoned property with a finding of special circumstances.

**Section 2.** Applicant will hire a minimum of twenty-five (25) employees by December 31, 2028 at the Applicant facility that is located on the Subject Property (the "Facility"); and is to be maintained for the term of the 6B Incentive.

**Section 3.** Applicant will invest a minimum of $940,000 no/100 dollars in capital improvements to the Facility by December 31, 2028.

**Section 4.** Applicant will support the Schaumburg community and expand its civic engagement relative to Schaumburg civic agencies of a minimum of $10,000 a year.

**Section 5.** Applicant shall, on a biannual basis, provide the Village with the number of employees at the Facility, along with documentation, from the Cook County Assessor and Applicant that depicts the land value and all line-item Improvements associated with the Subject Property and the Facility, as well as the new replacement cost (i.e., the Improvements market value) assigned to the Subject Property and the Facility by the Cook County Assessor. Applicant will provide the Village with copies of any affidavits submitted to the Cook County Assessor as required to be in compliance with and to retain the 6B Tax Incentive.

**Section 6.** 6B Incentive Termination Provision: If Applicant does not comply with the requirements set forth in Sections 2 and 3, and/or does not comply with Sections 4 and 5 above on an annual basis:

A. The Village may request that the Cook County Assessor terminate the Class 6B Incentive for the Subject Property; and

B. The 6B Incentive will be terminated if Applicant ceases operations during the Incentive period. A Cease Operation Form must be submitted to the Cook County Assessor within 30 days of the end of operations.

C. The Cook County Assessor may terminate the 6B designation under the any of the following circumstances:

- Failure to file the required annual affidavit prior to the filing deadline;

- Failure to maintain the property in substantial compliance with all applicable local building, safety, and health codes and requirements;
- Failure to comply with the Class 6B requirements of substantial occupancy.

D. In return for receiving the Incentive classification for the subject property, Applicant stipulates and agrees that in the event of a termination, that it shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the Incentive classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the Incentive was revoked or cancelled during which the property was being assessed with the Incentive classification.

E. Failure of Applicant to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in-person liability, which may be enforced against the owners. If necessary, a Repayment Plan agreement could be established.

**Section 7.** Recitals. This Agreement shall be deemed dated and become effective on the date the last party executes this Agreement, as set forth below, which date shall be inserted on the first page hereof.

**Section 8.** Effective Date. This Agreement shall be deemed dated and become effective on the date the last party executes this Agreement, as set forth below, which date shall be inserted on the first page hereof.

| **VILLAGE OF SCHAUMBURG** | **415 E STATE LLC** |
|---|---|
| By:_____ | By:_____ |
| Tom Dailly, Village President | Dominic J. Susin, Chief Executive Officer |
| Attest:_____ | Attest: _____ |
| Date:_____ | Date:_____ |

VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

TO: Schaumburg Business Development Commission

FROM: Liz Dechant, Assistant Director of Economic Development

RE: 415 E State LLC at 415 E. State Parkway, Class 6B Request

DATE: May 11, 2026

## Introduction

Please find the Cook County Class 6B Application from 415 E State LLC (the "Applicant") to purchase the 76,098 square foot industrial space at 415 E. State Parkway (the "Subject Property") with Permanent Tax Index Number 07-11-303-004-0000. The location of the Subject Property is shown below:




The Applicant is seeking a Class 6B tax incentive, in which the property would be assessed at a 10% assessment level for the first ten years, 15% for the eleventh year, and 20% for the twelfth year instead of the normal 25% assessment level. According to the Office of the Cook County Treasurer, the Subject Property was billed $245,862.11 total in property taxes in the 2024 tax year.

## Discussion

Cook County defines an abandoned property as "buildings or other structures that, after having been vacant and unused for at least 12 continuous months, are purchased for value or by a

purchaser in whom the seller has no direct financial interest." The Subject Property was last occupied by MLRP 415 State Parkway LLC (operating as the Pull'R Holding Company), who relocated to Hoffman Estates in April 2025. The property has remained vacant since. The Village of Schaumburg's 6B policy typically seeks 24 months of vacancy but allows for exceptions as low as six (6) months under special circumstances.

The special circumstance that warrants an exception is the consolidation of the Applicant's existing locations from outside of Cook County to Schaumburg. The Subject Property will serve as the corporate headquarters for BEC Equipment LLC (d/b/a/ Boiler Equipment Company and BEC Service LLC) and their business entity IA Manufacturing LLC (d/b/a Industrial Steam, Atlantic Feedwater Systems, Industrial Fuel Systems, and Wilson Engineering). They plan to consolidate and relocate these entities from four separate locations in Oakbrook Terrace, Lombard, and Montgomery, IL and Atlantic, Iowa into the Subject Property.

The Applicant anticipates closing on the Subject Property in June 2026 for $7.15M, contingent on the approval of the Class 6B incentive, and reaching full occupancy of the property in July 2026. At that point, the property will have reached nearly 15 months of continuous vacancy.

*Employment and Business Growth*
The Applicant is proposing to open BEC Service LLC and IA Manufacturing LLC in the Subject Property. BEC is a manufacturer's representative in the boiler industry, who sells new boilers, burners, and deaerator equipment in the Chicagoland area, and maintains installed equipment through its service group. Customers include Chicago Transit Authority, Illinois Institute of Technology, Baxter Healthcare, and Northwestern Memorial Hospital. Central to BEC's expansion is a "community-first" hiring initiative, which prioritizes recruiting talent from within Schaumburg. The application estimates there will be 25 full-time employees. These employees are expected to meet the minimum wage requirements for Cook County.

*Capital Improvements*
The Applicant is proposing to spend $940,000 to make various improvements to the Subject Property. Improvements include maintenance and upgrades to the two 10-ton and three 5-ton cranes, converting the loading dock to a drive-in receiving bay, upgrading electrical service, installing solar panels and EVA chargers, tuckpointing, and renovating an office buildout. The property is move-in ready, and the Applicant plans to make capital improvements by December 31, 2028.

*Civic Involvement*
The Village of Schaumburg's policy requires ongoing community involvement and financial support. The Applicant is currently a member of the Schaumburg Business Association and supports the Boys & Girls Club of Chicago and the Al Larson Cultural Center. They have agreed to provide $10,000 annually to these or one of the following agencies including but not limited to the Schaumburg Township Library District, Schaumburg Park District, the Schweiker House,

Harper College, School District 54, School District 211, and the Golden Corridor Advanced Manufacturing Partnership.

Below is a breakdown of how the proposed improvements will impact the existing Property taxes:

| | Current Valuation | Valuation With 6B and Improvements | Valuation Without 6B |
|---|---|---|---|
| **Fair Market Value (FMV)** | $4,298,860 | $7,900,000 | $3,868,974 |
| **Assessment Value** | 25% | 10% | 10% |
| **Assessed Value (AV)** | $1,074,715 | $790,000 | $386,897 |
| **State Equalizer** | 3.0355 | 3.0355 | 3.0355 |
| **Equalized Assessed Value EAV)** | $3,262,297 | $2,398,045 | $1,174,427 |
| **Tax Rate** | 9.585675% | 9.585675% | 9.585675% |
| **Tax Amount** | $312,713 | $229,869 | $109,069 |

*Investment and discount rate only calculated in the Revised Valuation. FMV is generated from the market price of the PIN incorporated with the application with the proposed improvements of $1 million at 75% discount rate.

Over the life of the incentive, the applicant is expected to pay approximately $3.1 million in property taxes and save over $3.8 million based on the 2024 State Equalizer of 3.0355 and 2024 Local Tax Rate of 9.585675%:

| | Tax Assessment Level | Tax Amount | Total Tax Amount |
|---|---|---|---|
| **Years 1-10** | 10% | $229,869 | $2,298,688 |
| **Year 11** | 15% | $344,803 | $344,803 |
| **Year 12** | 20% | $459,738 | $459,738 |
| **Total Taxes w/ 6B** | | | $3,103,229 |

Village staff and the Schaumburg Business Development Commission Steering Committee are supportive of the Class 6B request. If approved, staff will work with the Applicant and make the Class 6B contingent upon a Development Agreement outlining the Applicant's investment of $940,000, employing 25 employees on the Subject Property, and establishing their local community support.

## Recommendation

If the Schaumburg Business Development Commission concurs with the Steering Committee's evaluation, they should recommend to the Finance, Legal, Administrative and General Government Committee approval of a Class 6B tax incentive for 415 E State LLC with special circumstances.

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve Membership Dues for Illinois State Chamber of Commerce**
**05/26/26**
**Village Board**

Presenter: Matt Frank
Lead Department: Economic Development

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 1014505-7216 | 1300.00 | 1331.00 |

The budget status for this request is: Over Budget

Amount Over Budget: 31.00

***Executive Summary:***

The Illinois State Chamber of Commerce has submitted the attached invoice for membership dues in the amount of $1,331 which remains the same fee from last year. Being a part of the Illinois State Chamber of Commerce allows for the village to stay informed regarding the priorities of the business community pertaining to the business climate and the needs of employers. The village is also able to participate in training seminars or sessions that are offered by the Chamber. Through this membership, the village is able to have a voice in the development of positions on issues that impact employers across the state.

The Illinois State Chamber of Commerce provides monthly Governmental Affairs Reports and timely Advocacy Reports on major issues impacting businesses and employers. As a major employer in the area, the village shares the position and perspective of other private and public sector employers pertaining to legislative and regulatory matters and can work cooperatively with the Chamber to voice our concerns. The Illinois State Chamber of Commerce has been advocating on manufacturing liability, workers compensation, unemployment insurance, and energy legislation.

***Recommended Action:***

The Village Manager recommends that the FLAGG Committee recommend to the Village Board to approve membership in the Illinois State Chamber of Commerce, and that membership dues in the amount of $1,331.00 be paid.

**ATTACHMENTS:**

- Chamber Dues 26-27.pdf

# ILLINOIS CHAMBER

## Invoice
189313

Illinois State Chamber of Commerce
P.O. Box 19258
Springfield, IL 62794
FEIN#: 36-125-4650.

**Invoicing Date:** 05/01/2026
**Member ID:** 1011552
**Invoice Due:** 07/01/2026

Mr. Brian A Townsend
Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

| Description | Qty | Rate | Amount |
|---|---|---|---|
| **07/01/2026 to 06/30/2027** | | | |
| Chamber Membership Dues | **1.00** | **1,013.00** | **1,013.00** |
| Employment Law Council Dues | **1.00** | **318.00** | **318.00** |
| Contribute to Your Poltical Action Committee - Illinois Chamber PAC Contribution: 10% recommended* | | | ~~133.10~~ |
| Optional Foundation Contribution ($25, $50, $100)* | | | 331.00 |

NOTICE: We are required by federal law to inform you that neither dues nor political contribution portion of your payment is deductible as a charitable expense. The 1993 Federal Revenue Reconciliation Act declares that lobbying expenditures are no longer deductible as a business expense after January 1, 1994. As we continue to be the "Voice of Business" on your behalf in Springfield, 20% of your membership dues (39% for ELC dues) will be nondeductible. However, the balance continues to be deductible as a business expense. If you have made a political contribution, please know that after the initial deposit into the Chamber's corporate account, we transfer contributions to the political action committee account. All political contributions are individually accounted for and are subject to provisions of the Illinois Election Code. A copy of the political action committee's report filed with the State Board of Elections is (or will be) available for purchase from them in Springfield, IL.

| | |
|---|---|
| **Total:** | **1,464.10** |
| **Amt Paid:** | **0.00** |
| **Balance Due:** | ~~1,464.10~~ 331.00 |

✂

Contribute to Your Poltical Action Committee - Illinois Chamber PAC Contribution: 10% recommended* $ _____

Optional Foundation Contribution ($25, $50, $100)* $ _____

| Member ID | Invoice | Due Date | Total Due | Total Payment Enclosed |
|---|---|---|---|---|
| 1011552 | 189313 | 07/01/2026 | $1,464.10 | $ |

**Please verify address and provide corrections**

Mr. Brian A Townsend
Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

Correct Address

**Make checks payable to:**
**Illinois State Chamber of Commerce**
**P.O. Box 19258**
**Springfield, IL 62794**

☐ MasterCard ☐ Visa ☐ Discover ☐ American Express

Card No. _____ Exp. Date _____ Billing Zip Code _____ Sec. Code _____

Name on Card _____ Signature _____

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve Northwest Municipal Conference Membership Dues**
**05/26/26**
**Village Board**

Presenter: Brian A. Townsend, Village Manager
Lead Department: General Government

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 1011005-7216 | 25,528 | 25,528 |

The budget status for this request is: On Budget

***Executive Summary:***

The village has received its annual dues invoice from the Northwest Municipal Conference (NWMC) for Fiscal Year 2026/2027 with no increase over the previous year. Over the past 66 years, the Northwest Municipal Conference has achieved a number of notable successes and accomplishments on behalf of its members. The NWMC serves the needs of local governments through a range of policy initiatives, programs, and services that combine the resources of individual members for the benefit of the region's residents. The conference is currently working with member communities, stakeholders, and residents across the region to create its first Multimodal Transportation Plan.

Village President Dailly is active in the NWMC and participates on its Executive Committee, Legislative Committee, and Transportation Committee. He currently serves as Past-President.

The village's current participation in NWMC is as follows:

Trustee Brian Bieschke - Member of Transportation Committee
Brian Townsend, Village Manager - Member of the Northwest Council of Mayors/Technical Committee and Manager's Committee
Paula Hewson, Deputy Village Manager - Member of Finance Committee and Legislative Committee
Sidney Kenyon, Transportation Director - Member of Transportation Committee
Marisa Krawiec, Transportation Program Manager - Bike/Ped Committee

Staff believes that membership in this organization provides significant benefit.

***Recommended Action:***

The Village Manager recommends to the FLAGG Committee to recommend to the Village Board to approve membership in the Northwest Municipal Conference, and that membership dues in the amount of $25,528 be paid.

**ATTACHMENTS:**

- NWMC Invoice # 11355.pdf

**Northwest Municipal Conference**
1600 East Golf Road
Suite 0700
Des Plaines, IL 60016

Voice: (847) 296-9200
Fax: (847) 296-9207

# INVOICE

Invoice Number: 11355
Invoice Date: May 1, 2026
Page: 1

| Bill To: |
|---|
| VILLAGE OF SCHAUMBURG<br>ATTN: BRIAN TOWNSEND, MGR<br>101 SCHAUMBURG COURT<br>SCHAUMBURG, IL 60193 |

| Ship to: |
|---|
| VILLAGE OF SCHAUMBURG<br>ATTN: BRIAN TOWNSEND, MGR<br>101 SCHAUMBURG COURT<br>SCHAUMBURG, IL 60193 |

| Customer ID | Customer PO | Payment Terms | |
|---|---|---|---|
| SCHAUMBURG | | Net 30 Days | |
| **Sales Rep ID** | **Shipping Method** | **Ship Date** | **Due Date** |
| | Courier | | 5/31/26 |

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | FY '26-27 Northwest Municipal Conference Membership Dues | | 25,528.00 |

| | |
|---|---|
| Subtotal | 25,528.00 |
| Sales Tax | |
| Total Invoice Amount | 25,528.00 |
| Payment/Credit Applied | |
| **TOTAL** | **25,528.00** |

Check/Credit Memo No:

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve DuPage Mayors and Managers Conference Membership Dues**
**05/26/26**
**Village Board**

Presenter: Brian A. Townsend, Village Manager
Lead Department: General Government

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 1011005-7216 | $3,900 | $3,927.24 |

The budget status for this request is: Over Budget

Amount Over Budget: $27.24

***Executive Summary:***

The DuPage Mayors and Managers Conference has submitted the annual dues in the amount of $2,898.91 for fiscal year 2025/2026 which is calculated as a fixed rate due to Schaumburg having less than 5% of property, less than 1,200 people and belonging to another organization (NWMC).

The annual dues amount reflects a 1% increase that was approved at the April 15th DMMC Conference Business Meeting.

Membership provides professional lobbyist representation to advocate for members' legislative interests, legislative tracking, research and analysis to monitor member concerns, increase awareness, and provide assistance to members; coalition participation to represent members' interests and identify opportunities for regional collaboration; attendance, monitoring, and reporting on Chicago Metropolitan Agency for Planning (CMAP) Board, Metropolitan Planning Organization (MPO) Policy Committee, and Transportation Committee meetings to increase member awareness on regional transportation issues; planning liaison scope of services to represent municipal interests on regional transportation planning efforts; public relations representation to increase member awareness of DMMC concerns, etc.

The village's participation in the DMMC is as follows:

Brian Townsend, Village Manager - Member of Board of Directors and Managers Committee; Director of Transportation Policy Committee
Paula Hewson, Deputy Village Manager - Member of Legislative Committee
Mike Hall, Director of EPW - Member of Public Works Directors Working Group
Joe Carey, Director of HR - Member of Human Resources Directors Working Group
Sid Kenyon, Director of Transportation - Member of Transportation Policy Committee

Staff believes that membership in this organization provides significant benefit and recommends that Schaumburg remain a member in DMMC.

***Recommended Action:***

The Village Manager recommends that the FLAGG Committee recommends the Village Board approve membership in the DuPage Mayors and Managers Conference, and that membership dues in the amount of $3,927.24 be paid.

**ATTACHMENTS:**

- DMMC Annual Dues 12744A.pdf

**DUPAGE MAYORS AND MANAGERS CONFERENCE**
1220 OAK BROOK ROAD
OAK BROOK, IL 60523-2203
P 630-571-0480
F 630-571-0484

**5/1/2026**

Attn - Brian Townsend, Village Manager
Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

INVOICE NO. **12744A**

| Description | Total |
|---|---|
| 2026-2027 Conference Membership Dues | 3,927.24 |
| Total Invoice Amount | $3,927.24 |

Detach and Return with Remittance

Please Remit To:

DUPAGE MAYORS AND MANAGERS CONFERENCE
1220 OAK BROOK ROAD
OAK BROOK, IL 60523-2203

Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

| | |
|---|---|
| Invoice No: | 12744A |
| Date: | 5/1/2026 |
| Amount Due: | $3,927.24 |
| Due Date: | 6/1/2026 |

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve Sierra ITS Technical Staffing Services for FY 26/27**
**05/26/26**
**Village Board**

Presenter: Peter Schaak
Lead Department: Information Technology

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 1013705-7223 | 378,690 | 378,144 |

The budget status for this request is: Under Budget

Amount Under Budget: 546

***Executive Summary:***

Sierra ITS has been providing technical support staff for the Information Technology Department since May 2012. The current Sierra employees have performed well, are very familiar with our technology, and interact well with village employees.

Village staff completed an analysis of the Sierra contract model with hiring village employees, including a 10-year projection of costs related to salary and benefits. After including factors related to paid time off and holidays, as well as a reduced work week, staff determined that the Sierra model is the best fit for providing the necessary resources at the best overall value.

IT recommends continuing this arrangement for the FY 26/27 budget year. By continuing with Sierra ITS, we can provide consistent and uninterrupted service to our employees. There is no contract with Sierra for these services. The Village is invoiced weekly as service continues, and positions and hours can change according to current Village needs. The Village can cancel at any time with no penalty.

The budget request is based on the current positions, as shown below:

| **Position** | **Hourly Rate** | **Annual Hours** | **Annual Cost** |
|---|---|---|---|
| Computer Technician-(FT) | $60.00 | 2080 | $124,800 |
| Computer Technician-(FT) | $60.00 | 2080 | $124,800 |
| Computer Technician-(FT) | $60.00 | 2080 | $124,800 |
| Overtime (as needed) | - | - | $3,744 |
| | | | **$378,144** |

Total funds of $378,690 are budgeted for staffing services. This request is to approve the continuation of technical staffing services from Sierra ITS for FY 26/27 for $378,144.

***Recommended Action:***

The Village Manager recommends FLAGG Committee recommend the Village Board approve

continuation of technical staffing services with Sierra ITS of Park Ridge, IL, and approve issuance of a paydown purchase order in the amount of $378,144.

**ATTACHMENTS:**

- Sierra Services & Costs Description.2026.docx

# Sierra ITS Services & Costs

**Prepared for the Village of Schaumburg**

## Section I - Company Information

| | |
|---|---|
| **Company Name** | Sierra ITS |
| **Business Address** | 2515 Waukegan Road, Ste 2, Deerfield, IL 60015 |
| **Main Phone Number** | 847-734-1990 |
| **Business Contact** | Richard Doran, rdoran@sierraits.com, 312-734-1989 |
| **Operational Contact** | Scott Van Lyssel, svl@sierraits.com, 312-805-2001 |
| **Website** | www.SierraITS.com |

## Section II - Executive Summary

Sierra ITS helps the Village of Schaumburg keep critical technology operations running smoothly by providing proven IT talent quickly and accurately, without requiring long-term fixed-employment commitments. Since 1994, Sierra has specialized in IT staffing and has built its reputation on quality, service, and long-term client support.

Our value is simple: we reduce the time and effort required to find dependable technical resources while giving the Village flexibility to match staffing levels to actual workload. Whether support is needed for peak demand, project work, staff transitions, or specialized technical gaps, Sierra consultants operate as an extension of your team.

Sierra has supported public-sector organizations, including the Village of Schaumburg, the City of Joliet, the Village of Gurnee, and the City of Lake Forest. We understand the need for reliable service, professional communication, cost visibility, and consultants who can contribute immediately in a municipal environment.

## Why Sierra ITS Delivers Value

- Focused IT expertise: Sierra specializes in technology staffing, allowing us to assess technical experience, communication style, and fit with greater precision.
- Faster access to qualified talent: Our recruiters combine relationship-driven recruiting with the latest sourcing technology, digital recruiting platforms, resume databases, market intelligence, and targeted outreach tools to identify the best available talent.
- Reduced hiring burden: Sierra handles sourcing, screening, reference checks, payroll administration, taxes, workers' compensation, liability coverage, and consultant support.
- Flexible staffing model: The Village can scale support up or down as workload changes, avoiding the cost and risk of permanent headcount for temporary or project-based needs.
- Retention and continuity: Competitive consultant compensation, paid holidays, paid vacation eligibility, and ongoing support help Sierra retain motivated professionals who remain focused on client success.

## Talent Sourcing and Screening

Before assigning a contract employee or consultant, Sierra works with Village staff to understand the technical environment, work expectations, schedule requirements, supervisor preferences, and success criteria. This front-end alignment helps us submit candidates who match the Village's actual needs, not just a keyword list.

Each consultant is evaluated through a structured process that includes in-depth recruiter interviews, technical review, and recent work-related reference checks. We review actual work history, depth of experience, quality of prior environments, presentation, communication skills, and ability to explain technical work in context.

Our experienced technical recruiting team continuously develops candidate pipelines through referrals, our corporate website, professional networks, digital platforms, and modern sourcing tools. This gives the Village access to a deeper and more current talent pool than traditional posting alone.

## Value Added Services for the Village

- Customized billing and reporting, including monthly and year-to-date consultant expenditures by department to support budgeting and planning.
- Electronic invoicing and reporting that can include bill rates, supervisor names, employee names, departments, and invoice numbers.
- Village-specific consultant orientation covering facility directions, dress code, payroll and timecard procedures, supervisors, hours, duties, and overtime procedures.
- Quality Performance Program to gather client and consultant feedback and monitor technical knowledge, quality of work, productivity, initiative, and interpersonal skills.

## Hiring Practices, Compliance, and Insurance

Sierra ITS is an Equal Opportunity Employer and is in full compliance with the Americans with Disabilities Act. Each consultant completes the Employment Eligibility Verification Form I-9 documentation in compliance with United States requirements.

Sierra assumes responsibility for required tax withholding, wage payment, FICA contributions, Federal and State Unemployment taxes, Workers' Compensation, Fidelity, and Liability insurance coverage. Sierra also maintains a workplace substance abuse policy prohibiting the sale, purchase, possession, or use of narcotics, alcohol, or illegal substances in the workplace.

## Section III - Costs

| Position | Bill Rate |
|---|---|
| Full Time Computer Technician | $60.00/hr |
| Full Time Computer Technician | $60.00/hr |
| Full Time Computer Technician | $60.00/hr |

*Sierra ITS is committed to providing the Village of Schaumburg with responsive service, qualified technical resources, transparent administration, and the flexibility to meet changing IT staffing needs.*

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve an Intergovernmental Agreement between the Village of Schaumburg and the Village of Hoffman Estates for Reciprocal Temporary Use of Emergency Vehicles**
**05/26/26**
**Village Board**

Presenter: Fabio Puccini, Fire Chief
Lead Department: Fire Department

***Executive Summary:***

Attached please find a proposed Intergovernmental Agreement (IGA) between the Village of Schaumburg and the Village of Hoffman Estates. The purpose of this IGA is to allow each municipality to temporarily borrow emergency fire vehicles from the other when one of their own units is unexpectedly unavailable due to unforeseen emergencies, catastrophic losses, or extended out of service conditions. The arrangement is strictly voluntary and dependent on the lending Party's vehicle availability at any given time.

Under the Agreement, each municipality may use the other's emergency vehicles at no cost, although the borrowing Party remains responsible for obligations related to repair of damage caused during its use and for indemnification consistent with the Agreement's terms. The borrowing Party assumes responsibility, to the extent permitted by law, for injuries, property damage, or losses arising from its operation, custody, or control of the borrowed vehicles, excluding issues resulting from the lending Party's negligence, willful misconduct, maintenance failures, or pre existing defects.

The borrowing Party also agrees to indemnify and hold harmless the lending municipality for claims arising from its own acts or omissions, while both Parties retain all protections under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

Ownership of all vehicles and equipment remains solely with the lending Party. Each municipality will maintain its own insurance or self insurance consistent with normal municipal practice. Vehicle use requires mutual authorization by designated representatives, and during any borrowing period, the borrowing municipality retains full operational control, ensuring all use complies with applicable laws, policies, and training requirements.

This Agreement enhances operational resilience for both communities by ensuring continuity of emergency response capabilities while maintaining clear lines of responsibility, liability, and control.

***Recommended Action:***

The Village Manager recommends the Public Safety Committee recommend the Village Board approve a Resolution authorizing the Village President and Village Clerk to Execute an Intergovernmental Agreement between the Village of Schaumburg and the Village of Hoffman Estates for Reciprocal Temporary Use of Emergency Vehicles.

**ATTACHMENTS:**

- Resolution_re_IGA_with_Hoffman_Estates_for_shared_use_of_emergency_equipment_2102225.1_(1).docx
- Schaumburg - IGA with Hoffman Estates re_ Emergency Vehicle Use - 3.2026(2077066.1).docx

**RESOLUTION NO R-26-_____**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND THE VILLAGE OF SCHAUMBURG FOR RECIPROCAL TEMPORARY USE OF EMERGENCY VEHICLES**

**WHEREAS**, the Village of Hoffman Estates ("Hoffman Estates") and the Village of Schaumburg ("Schaumburg") desire to cooperate and allow for the reciprocal temporary use of emergency vehicles, including fire suppression or emergency medical service vehicles in order to maintain uninterrupted emergency services in times of need; and

**WHEREAS**, Hoffman Estates and Schaumburg are authorized under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Governmental Cooperation Act (5 ILCS 220/1 *et seq.*) to approve and enter into the attached Intergovernmental Agreement; and

**WHEREAS**, Schaumburg finds it would be in the best interests of the Village and its citizens to enter into the attached Intergovernmental Agreement (Exhibit "A").

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:**

**SECTION ONE**: That the Village President and Village Clerk be and is hereby authorized and directed to execute the attached Intergovernmental Agreement (Exhibit "A") by and between the Village of Hoffman Estates and the Village of Schaumburg, and to take such further steps to comply with the terms and conditions set forth therein.

**SECTION TWO**: That this Resolution shall be in full force and effect after passage and approval as required by law.

**AYES:**
**NAYS:**
**ABSENT:**

**PASSED AND APPROVED** this _____day of _____, 2026.

_____
Village President

**ATTEST:**

_____
Village Clerk

**INTERGOVERNMENTAL AGREEMENT FOR**
**RECIPROCAL TEMPORARY USE OF EMERGENCY VEHICLES**

This Intergovernmental Agreement ("Agreement") is entered into as of _____, 2026, by and between the Village of Hoffman Estates, an Illinois municipal corporation ("Hoffman Estates"), and the Village of Schaumburg, an Illinois municipal corporation ("Schaumburg") (collectively, the "Parties").

**RECITALS**

**WHEREAS,** Hoffman Estates and Schaumburg are Illinois home rule municipalities authorized to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

**WHEREAS,** the Parties each provide fire suppression and emergency medical services as essential governmental functions for the protection of the public health, safety, and welfare; and

**WHEREAS,** either Party may experience unforeseen emergencies, catastrophic losses, or extended out-of-service conditions resulting in the temporary unavailability of one or more fire suppression or emergency medical service vehicles owned by that Party; and

**WHEREAS,** the Parties desire to provide a mechanism whereby either Party may, upon request and mutual authorization, permit the other Party to temporarily use certain fire suppression or emergency medical service vehicles owned by the lending Party ("Emergency Vehicles") in order to maintain uninterrupted emergency services; and

**WHEREAS,** the Parties intend that any such temporary use be provided at no cost and subject to the terms and conditions set forth herein.

**NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:**

**1. Purpose and Scope.** Either Party may permit the other Party to use Emergency Vehicles owned by the lending Party on a temporary and as-needed basis, subject to availability, when the borrowing Party's vehicles are unavailable due to an unforeseen emergency, catastrophic loss, or extended out-of-service condition. Nothing herein shall be construed to create an obligation on either Party to provide Emergency Vehicles in any particular circumstance. This agreement does not include the sharing of personnel.

**2. No Cost for Use.** Each Party agrees that the other Party's use of its Emergency Vehicles pursuant to this Agreement shall be provided at no cost, fee, rental charge, or reimbursement obligation of any kind. Nothing in this Section shall be construed to relieve the borrowing Party of its express obligations under this Agreement relating to damage, repair, or indemnification arising from that Party's use or operation of the Emergency Vehicles.

**3. Assumption of Risk.** To the extent permitted by law, and without waiving any immunity from liability to which either Party is entitled by law, the borrowing Party shall be responsible for injuries, death, and damage to real or personal property arising from that Party's operation, custody, or control of the Emergency Vehicles. Nothing herein shall be construed to require the borrowing Party to be responsible for injuries, death, or damage arising from the negligence, willful misconduct, maintenance failures, or latent defects attributable to the lending Party.

**4. Indemnification.** To the extent permitted by law, the borrowing Party agrees to indemnify and hold harmless the lending Party, its officers, officials, employees, agents, and representatives from and against claims, damages, losses, or liabilities arising out of the borrowing Party's acts or omissions in the operation, custody, or control of the Emergency Vehicles. The borrowing Party shall not be required to indemnify the lending Party for claims arising from the lending Party's own negligence, willful misconduct, failure to maintain the Emergency Vehicles, or defects or conditions existing prior to transfer of the Emergency Vehicles. Nothing herein shall be construed as a waiver of any immunity or defense available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or other applicable law.

**5. Repair and Damage.** The borrowing Party shall be responsible for the cost of repairing damage to the Emergency Vehicles or equipment thereon caused by the borrowing Party's use or operation. This obligation shall not include ordinary wear and tear, mechanical failure not caused by the borrowing Party's personnel, or damage attributable to pre-existing conditions.

**6. Ownership.** The borrowing Party acknowledges that all Emergency Vehicles and equipment thereon shall at all times remain the sole and exclusive property of the lending Party.

**7. Insurance.** Each Party shall maintain insurance coverage or self-insurance consistent with its normal municipal risk management practices, including coverage for liability arising from operation of emergency vehicles. Upon reasonable request, each Party shall provide evidence of such coverage. Nothing herein shall be construed to require either Party to procure insurance beyond that customarily maintained by Illinois municipalities.

**8. Authorization and Operational Control.** Use of Emergency Vehicles shall occur only upon mutual authorization by designated representatives of both Parties. During any period of use, the borrowing Party shall have operational control of the Emergency Vehicles, and the borrowing Party's personnel shall operate such vehicles in accordance with applicable laws, policies, and training requirements.

**9. Term and Termination.** This Agreement shall become effective upon execution by both Parties and shall remain in full force and effect unless and until terminated. Either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party. Termination shall not affect rights, obligations, or liabilities arising from use of Emergency Vehicles occurring prior to the effective date of termination.

**10. <u>Miscellaneous</u>.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and may be amended only by written agreement executed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

VILLAGE OF HOFFMAN ESTATES
By: _____
Its: _____

VILLAGE OF SCHAUMBURG
By: _____
Its: _____

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Adopt an Ordinance Amending Title 3, Chapter 41, Section 41.01 of the Schaumburg Village Code Relative to Non-Transport Ambulance Service Charges**
**05/26/26**
**Village Board**

Presenter: Fabio Puccini, Fire Chief
Lead Department: Fire Department

***Executive Summary:***

This ordinance amends Title 3, Chapter 41, Section 41.01 of the Village of Schaumburg Village Code to establish an escalating fee structure for repeated non-transport ambulance responses such as invalid assists, lift assists, nuisance calls, and similar incidents where no medical treatment is provided and no transport occurs.

These types of calls place a significant burden on Fire Department resources. They often involve individuals requesting assistance that is non-medical in nature, such as mobility help or repeated lift assists. The intent of the ordinance is to reduce preventable service demand and create opportunities for staff to help connect frequent callers with more appropriate and sustainable long-term support resources.

This ordinance does not apply to "treat-no-transport" medical situations. In treat-no-transport incidents, paramedics assess and medically treat a patient for a legitimate medical condition, and the patient then declines further care or ambulance transport. Those incidents involve clinical evaluation and medical decision-making and are already addressed within existing EMS billing practices.

In contrast, the calls addressed by this ordinance involve no medical complaint, no clinical care, and no refusal of treatment-they are strictly non-medical assistance requests that repeatedly draw emergency units away from true medical needs.

To manage these increasing non-medical requests, the ordinance introduces the following escalating fee schedule, calculated over a rolling 12-month period:

- Responses 1-10: No charge
- Response 11: $100
- Response 12: $250
- Response 13 and each subsequent response: $325

This structure is designed to:

- Encourage the use of appropriate long-term care, social-service, and medical support systems
- Reduce unnecessary strain on public safety resources
- Provide an opportunity for the Village to proactively engage frequent callers about more

definitive, long-term assistance options

***Recommended Action:***

The Village Manager recommends the Public Safety Committee recommend that the Village Board adopt an Ordinance amending Title 3, Chapter 41, Section 41.01 of the Schaumburg Village Code Relative to Non-Transport Ambulance Service Charges.

**ATTACHMENTS:**

- Ordinance_No._26-_Non_Transport_Ambulance_Service_Charges.docx

**PUBLICATION OF:**

**ORDINANCE NO. 26-___**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 41, SECTION 41.01 OF THE SCHAUMBURG VILLAGE CODE RELATIVE TO NON-TRANSPORT AMBULANCE SERVICE CHARGES**

**ADOPTED: MAY 26, 2026**

**PUBLISHED IN PAMPHLET FORM PURSUANT TO AUTHORIZATION AND DIRECTION OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG**

**MAY 27, 2026.**

**ORDINANCE NO. 26-___**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 41, SECTION 41.01 OF THE SCHAUMBURG VILLAGE CODE RELATIVE TO NON-TRANSPORT AMBULANCE SERVICE CHARGES**

**WHEREAS**, the Village of Schaumburg is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS,** the Village provides emergency medical response and ambulance-related services through its Fire Department; and

**WHEREAS**, the President and Board of Trustees find that certain repeated non-transport ambulance responses, including invalid assists, lift assists, nuisance calls, and similar assistance requests that do not result in patient transport, consume public safety resources and create ongoing service demands; and

**WHEREAS**, the President and Board of Trustees further find that establishing and clarifying an escalating fee structure for such repeated non-transport responses during a rolling twelve-month period is intended to encourage utilization of appropriate long-term care, social service, and medical support resources, while defraying a portion of the Village's costs; and

**WHEREAS**, the Village has previously adopted ambulance-related charges within its fee schedule, and it is in the best interests of the Village to clarify and supplement those provisions within Title 3, Chapter 41, Section 41.01 of the Schaumburg Village Code;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:**

**SECTION ONE:** The recitals set forth above are incorporated herein as though fully set forth.

**SECTION TWO:** Title 3, Chapter 41, Section 41.01(A) of the Schaumburg Village Code, under "General Fees," "Other Charges," "Ambulance Charges," is hereby amended by inserting a new fee entry within the Ambulance Charges fee table, to be located with and among the existing non-transport and related ambulance service charges, which shall read as follows:

| | |
|---|---|
| Ambulance Charges: | |
| | |
| Non-Transport Ambulance Response (invalid assist, lift assist, nuisance call, or similar service where no transport occurs), calculated on a rolling twelve-month basis: | |
| Responses 1 through 10 | No Charge |
| Response 11 | $100.00 |
| Response 12 | $250.00 |
| Response 13 and each thereafter | $325.00 |

**ORDINANCE NO. 26-___**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 41, SECTION 41.01 OF THE SCHAUMBURG VILLAGE CODE RELATIVE TO NON-TRANSPORT AMBULANCE SERVICE CHARGES**

**SECTION THREE:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION FOUR:** If any provision of this Ordinance is held invalid, such invalidity shall not affect the remaining provisions.

**SECTION FIVE:** This Ordinance shall be in full force and effect after its passage, approval, and publication as provided by law.

**AYES:**
**NAYS:**
**ABSENT:**

**PASSED AND APPROVED** this _____day of _____, 2026.

_____
Tom Dailly, Village President

**ATTEST:**

_____
Jane Lentino, Village Clerk

s

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Recommendation to Approve a Special Use for a Medical College for Niazee School of Osteopathic Medicine / 1300 Woodfield Road**
**05/26/26**
**Village Board**

Presenter: Todd Wenger, PLA, ASLA, Senior Planner
Lead Department: Community Development

***Executive Summary:***

**Case Title**
Z2603-03 / Niazee School of Osteopathic Medicine / 1300 Woodfield Road / Special Use for a Medical College

**Hearing Date**
May 13, 2026

**Summary**
The petitioner requests Special Use Approval for Niazee College of Osteopathic Medicine (NCOM), proposed to be located at Woodfield Corners office center - 1300 E. Woodfield Road. The existing office building, located at the northwest intersection of Meacham Road and Woodfield Road, is a seven-story building within the B-3, Planned Office Business District. Educational uses (vocational schools, technical schools, colleges, universities, etc.) are not automatically permitted and require Special Use Approval.

***Recommended Action:***

**Staff Recommendation**
Recommending Approval

**Vote**
8-0 with one member(s) absent

If the Village Board concurs with the Zoning Board of Appeal's recommendation, they should approve the request as presented.

**ATTACHMENTS:**
- Z2603-03 Niazee College of Osteopathy_Final Report.doc
- Z2603-03 Niazee College of Osteopathy_Location Map.pdf
- Z2603-03 Niazee College of Osteopathy_Project Narrative.pdf
- Z2603-03 Niazee College of Osteopathy_Floor Plans Showing Use Types.pdf
- REDACTED Z2603-03 Niazee School Application.pdf
- FINAL Z2603-03 Niazee School Mts 5-13-26.docx

# PROJECT REVIEW GROUP REPORT

TO: ZONING BOARD OF APPEALS
PREPARED BY: Todd Wenger, PLA, ASLA
Senior Planner

HEARING DATE: May 13, 2026
DATE PREPARED: May 5, 2026
CASE NUMBER: Z2603-03

TITLE: NIAZEE SCHOOL OF OSTEOPATHIC MEDICINE / 1300 Woodfield Road / Special Use for a Medical College

## BACKGROUND INFORMATION

| | |
|---|---|
| Petitioner: | Mr. Bradley Durkin |
| Address of Petitioner: | Burnham Nationwide<br>111 West Washington, Suite 450<br>Chicago, IL 60602 |
| Status of Petitioner: | Agent for Owner |
| Owner of Parcel: | Rabia Institute of Medical Sciences/NCOM |
| Address of Owner: | 1300 E. Woodfield Road, Suite 650<br>Schaumburg, IL 60173 |
| Existing Zoning: | B-3, Planned Office Business District |
| Existing Land Use: | Office |

Requested Actions:

- Special Use Approval for College [Title 15, Chapter 154, Section 154.174(B) of the Zoning Ordinance]

## ANALYSIS

**Summary:**
The petitioner requests Special Use Approval for Niazee College of Osteopathic Medicine (NCOM), proposed to be located at Woodfield Corners office center - 1300 E. Woodfield Road. The existing office building, located at the northwest intersection of Meacham Road and Woodfield Road, is a seven-story building within the B-3, Planned Office Business District. Educational uses (vocational schools, technical schools, colleges, universities, etc.) are not automatically permitted and require Special Use Approval.

The owner of the building, Rabia Institute of Medical Sciences (RIMS), is seeking approval to open a not-for-profit college of osteopathic medicine. NCOM's curriculum is designed to provide a modern, hands-on medical education based on osteopathic principles. It emphasizes professionalism, resilience, nutrition, community involvement, and service in underserved areas. Students begin clinical experiences early and work in a variety of Illinois and Midwest communities to apply what they learn.

The focus on primary care and other high-demand fields supports local healthcare needs. The curriculum also highlights teamwork among different healthcare professionals and prepares students to use telemedicine and other evolving tools. Graduates will be ready to work in coordinated, team-based settings, helping improve the quality of patient care.

The proposed Schaumburg campus will be comprised of offices, lecture classrooms, anatomy lab, library, locker rooms, fitness center, student lounge, etc. NCOM will start with 129 students and 21 teachers and staff in their first year. They anticipate expanding the college over the next several years by approximately 129 students each year (x4 years = 516 students) and up to approximately 113 teachers and staff. This expansion will be facilitated by the existing office tenants moving out of their currently occupied floors (all of floor #3, with minor areas on floors 1 & 2). At full expansion, the college would slightly exceed parking requirements by 34 parking spaces or less than 8% of the total parking provided.

**Parking Calculations:**
Parking is calculated as follows:

| Use / Square Footage | Parking Rate | Required Parking |
|---|---|---|
| **Proposed College:**<br>Teachers & Staff = 113<br>Students = 516 | <br>1 space/employee<br>2 spaces/each 3 students | <br>113 spaces<br>344 spaces |
| **Total Parking Required** | | 457 spaces |
| **Total Parking Provided** | | 423 spaces |
| **Previous Variation Granted** | | 10 spaces |
| **Total Deficit** | | 24 spaces |

Based on the proposed college staff/student counts, 457 parking spaces are required. The site has 423 existing parking spaces for a deficit of 34 spaces. Along with the previous ten space variation granted, an additional 24 space variation is needed. The total 34 space variation represents less than ten percent of the total available parking and can therefore be approved at a staff level.

The petitioner has stated that NCOM's 1st and 2nd year students will be on campus each weekday in staggered classes, whereas the 3rd and 4th year students are in rotations at medical facilities during the week and on campus quarterly for Friday-Sunday sessions. The petitioner estimates that this will equate to approximately only 50% of the student population being on campus at any given time. Given the college's proposed expansion, available parking, and estimated student population, staff is confident that there will be ample parking on site.

**Zoning History:**
In 1984 the Southwick Office Center was approved (Z8407-07; Ord. No. 2405) which included rezoning from B-4 and M-1 to B-3, site plan approval, and height and parking variations. An administrative amendment (MA1005-02) was granted in 2010 for landscape modifications. Later, in 2018 another administrative amendment (MA1807-02) was granted for a patio addition.

**Surrounding Zoning and Land Uses:**

North: B-3 Planned Business/Office (Multi-tenant building; Panera Restaurant and Duly Health)

South: B-3 Planned Business/Office (Woodfield Financial Tower/Chicago Prime Italian Restaurant)

East: B-3 Planned Business/Office (Schaumburg Towers)

West: B-3 Planned Business/Office (Parkway Corporate Place)

**Compatibility with Surrounding Land Uses:**

The proposed educational use will be compatible with the surrounding office and restaurant uses.

**Comprehensive Plan Designation:**

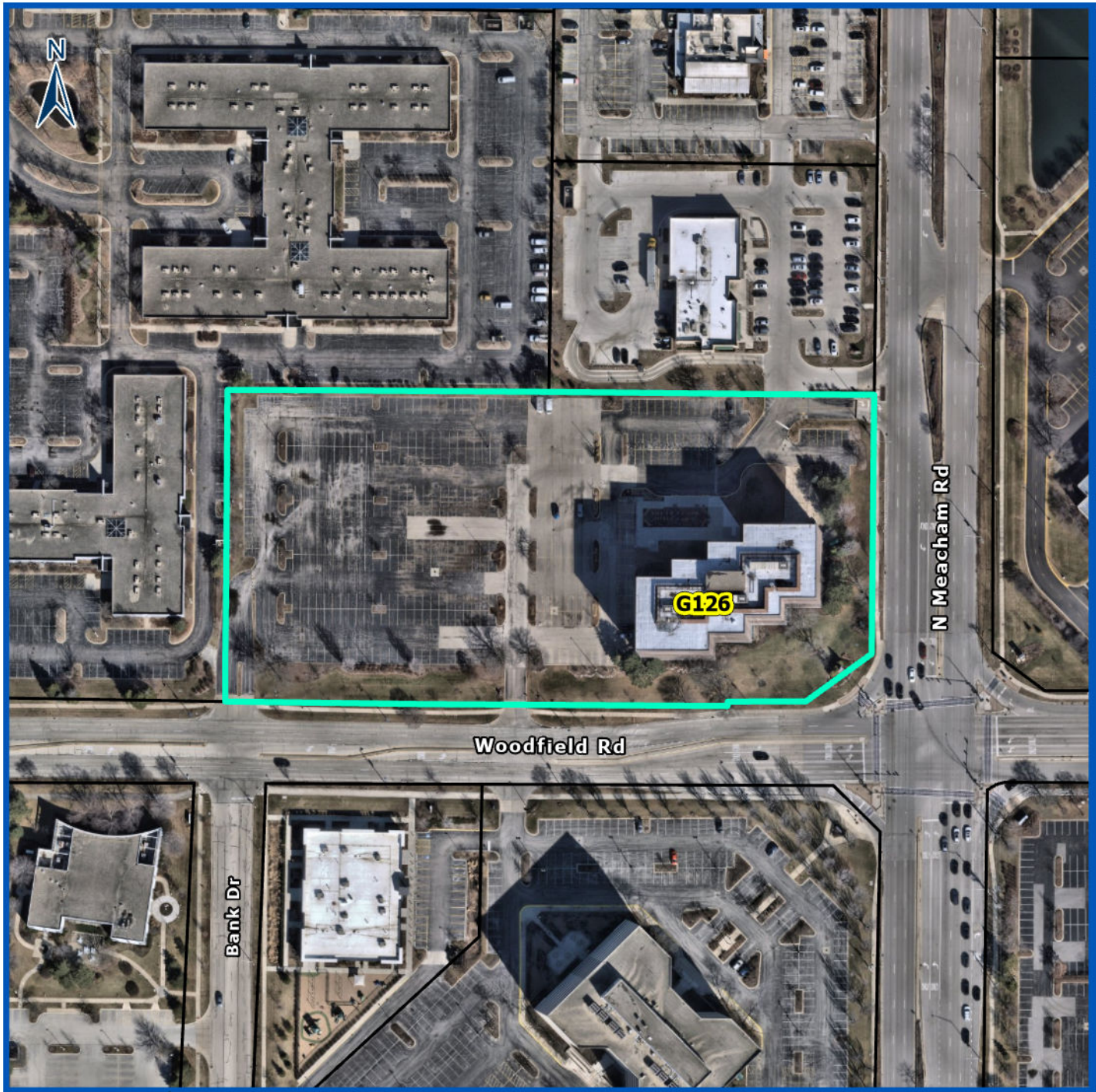
The subject parcel is designated as "Office" in the village's Comprehensive Plan. The Office land use designation includes professional and medical office uses as well as hotels, restaurants, and service businesses that support office center activity. Staff believes that the proposed medical education use fits within the Office land use designation and will be a strong tenant in this nearly vacant building.

**RECOMMENDATION**

Staff has reviewed the petitioner's request and is supportive of the project. Therefore, staff recommends **approval** of a Special Use for Niazee College of Osteopathic Medicine (NCOM), proposed to be located at 1300 E. Woodfield Road, Case No. Z2603-03, subject to the following conditions:

1. The Special Use shall be substantially in accord with the Business Description and Floor Plans received by the Community Development Department on February 11, 2026.
2. The following plans/exhibits, as amended in accordance with the above conditions, shall be adopted as part of the governing ordinance:
   a. Floor Plans Showing Use Types; Sheets 1-10; prepared by Baker Barios Architects, dated October 16, 2025, received by the Community Development Department April 2, 2026.
   b. Business Narrative; Pages 1-3; prepared by Niazee College of Osteopathic Medicine, received by the Community Development Department April 2, 2026.

Pc: Petitioner







Subject Property

**Z2603-03**

**NIAZEE SCHOOL OF OSTEOPATHIC MEDICINE**

**Special Use for a Medical College**

0 80 160
Feet

VILLAGE OF SCHAUMBURG

# 1300 Woodfield Road

*Prepared By:*
*Village of Schaumburg*
*Community Development Department*

Niazee College of Osteopathic Medicine

**Project Narrative**

The proposed NCOM is aiming to distinguish itself as an osteopathic medical school by placing a strong emphasis on serving economically and medically underserved areas in urban, suburban, and rural communities, particularly in Chicagoland, Illinois, and the Midwest. Unlike many other osteopathic medical schools that focus on only one healthcare system type, the proposed NCOM is purposefully intended to address the growing shortage of healthcare providers in economically and medically underserved urban, suburban, and rural areas. Given its unique geographic location in proximity to all three of these geographically designated areas, through its integrated curriculum, community based clinical training, and institutional mission and values, the proposed NCOM is committed to producing osteopathic physicians who are highly skilled and heavily invested in improving healthcare access and outcomes in the heterogenous medically underserved areas within Chicagoland, Illinois, and the Midwest.

A new private, independent, not-for-profit osteopathic medical school in the northwest suburbs of Chicago linking the urban, suburban, and rural underserved areas provides a critical opportunity to address the growing physician shortage in multiple medically underserved areas of Chicagoland, Illinois, and the Midwest. Even with ten existing allopathic/osteopathic medical schools in the state, the physician shortages across the region's urban, suburban, and rural landscapes persist. Tripp Umbach, the nation's leading academic medicine consulting firm, has extensively studied workforce trends and found that private, independent, not-for-profit osteopathic medical schools play a unique and essential role in strengthening the healthcare infrastructure of states with large medically underserved populations. Evidence from neighboring Missouri's three successful independent, private, not-for-profit DO programs demonstrates that when osteopathic medical education is made more accessible, aligned with a mission of serving underserved areas, and dedicated to community-based clinical training, graduates are significantly more likely to practice in those regions, particularly in primary care and in underserved areas. Chicagoland, Illinois, and the entire Midwest requires a similar approach to ensure enduring healthcare sustainability for its aging population and worsening physician shortages within urban, suburban, and rural areas.

Further emphasizing the NCOM initiative's significance, NCOM intends to focus on recruiting promising students from economically and medically underserved areas and first-generation college students who have a commitment to serving their communities. One of the proposed NCOM defining features is its integrated longitudinal, community-based clinical training model, which integrates osteopathic principles, structural competency, nutrition, professionalism, and resiliency with exposure to these very economically and medically underserved areas from the first semester of osteopathic medical education. The integrated curriculum is purposefully designed to provide students with hands-on clinical experience in medically underserved healthcare settings, ensuring that they develop the skills necessary to practice effectively in these environments. By

incorporating medically underserved healthcare delivery, telemedicine training, structural competency education, and community-based clinical experiences, the proposed NCOM endeavors to prepare its graduates to navigate the many challenges faced by medically underserved populations, such as limited access to specialty care, geographic barriers, food deserts, inadequate funding, and healthcare disparities.

To best support this mission, the proposed NCOM has secured over 2280 core clinical rotations in heterogenous urban, suburban, and rural and community-based healthcare settings, far exceeding accreditation requirements. This establishes immersive, real-world experiences in medically underserved populations of multiple types, working alongside experienced physicians in primary care, emergency medicine, other core specialties and both medical and surgical subspecialties. Additionally, the program's focus on creating residency pathways and graduate medical education (GME) support in these diverse medically underserved areas reinforces its commitment to retaining physicians in these areas beyond their osteopathic medical school training.

The proposed NCOM will also differentiate itself through facilities that simulate real-world healthcare environments. The planned simulation center, equipped with high- and low-fidelity manikins, task trainers, hospital-based simulation rooms, and standardized patient/OSCE training spaces, allows students to develop critical clinical skills in scenarios that reflect under-resourced healthcare challenges. Telemedicine training, virtual anatomy and imaging resources further enhance the educational experience, ensuring that graduates are well-prepared for modern, technology-driven healthcare delivery in resource limited and underserved areas.

The proposed NCOM actively encourages and engages a community-driven approach to medical education, engaging with local and regional healthcare organizations, rural hospitals and clinics, as well as community leadership to ensure its clinical training aligns with regional healthcare needs. The institution has secured several letters of support from community and healthcare entities and 7 signed clinical affiliation agreements, demonstrating strong community backing and a shared commitment to improving the health outcomes of the region.

In conclusion, the proposed NCOM stands out as a mission and values-driven College of Osteopathic Medicine dedicated to serving medically underserved communities. By combining an integrated curriculum, extensive community based clinical training in multiple types of medically underserved areas, and robust community partnerships, the proposed NCOM is not only addressing the physician shortage in medically underserved areas but also educating a new generation of osteopathic physicians who are strongly committed to practicing in and serving medically underserved areas. Through this approach, the proposed NCOM is well positioned to become a leader in osteopathic medical education in the medically underserved areas of Chicagoland, Illinois, and the Midwest.

The proposed NCOM was granted Applicant Status from the COCA on March 4, 2024. The proposed NCOM is applying for Candidate Status in the Winter of 2025. The proposed NCOM intends to apply for Pre-Accreditation Status shortly after receiving Candidate Status (April 2026) and will pursue full accreditation within five years of achieving Pre-Accreditation Status.

- Number of students: 120
- Number of teachers & staff: 21
- Hours of operation - Monday - Sunday: 6am-12M

# NIAZEE COLLEGE OF OSTEOPATHIC MEDICINE

SCHAUMBURG, IL

## SD REV 3

2025.10.16

**SHEET INDEX**

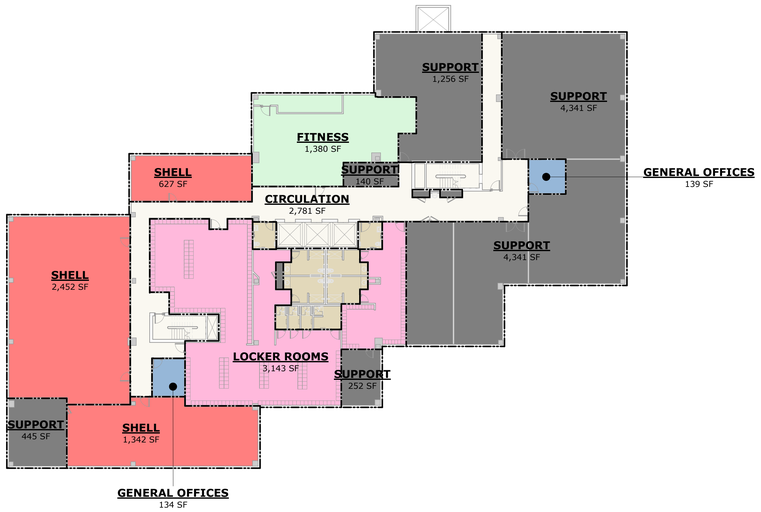

| SHEET | TITLE |
|---|---|
| GENERAL | |
| G000 | COVER SHEET |
| G010 | GROSS AREA PLANS - PHASE 1 |
| ARCHITECTURE | |
| A100 | PHASE 1 - FLOOR PLAN - BASEMENT LEVEL |
| A101 | PHASE 1 - FLOOR PLAN - LEVEL 01 |
| A102 | PHASE 1 - FLOOR PLAN - LEVEL 02 |
| A103 | PHASE 1 - FLOOR PLAN - LEVEL 03 |
| A104 | PHASE 1 - FLOOR PLAN - LEVEL 04 |
| A105 | PHASE 1 - FLOOR PLAN - LEVEL 05 |
| A106 | PHASE 1 - FLOOR PLAN - LEVEL 06 |
| A107 | PHASE 1 - FLOOR PLAN - LEVEL 07 |







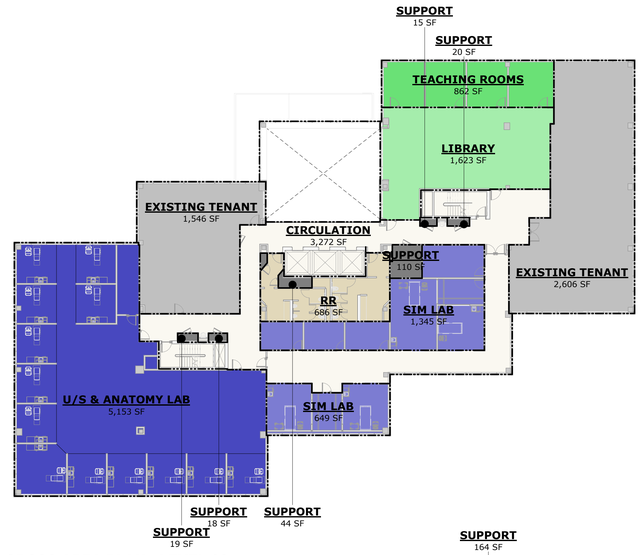
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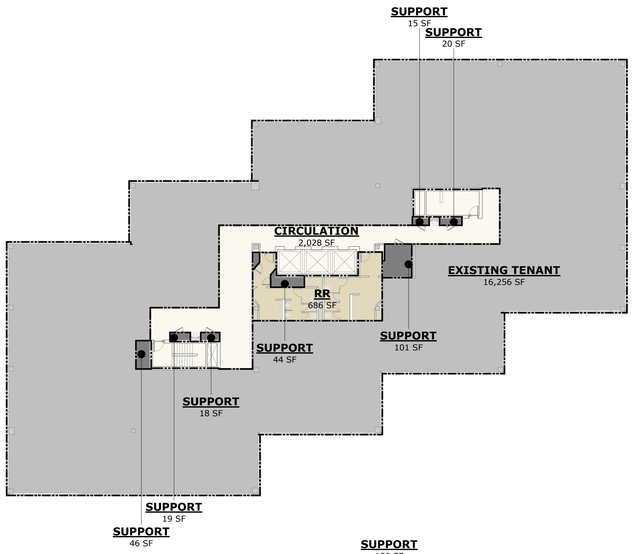

## GROSS AREA PLAN - LEVEL U1



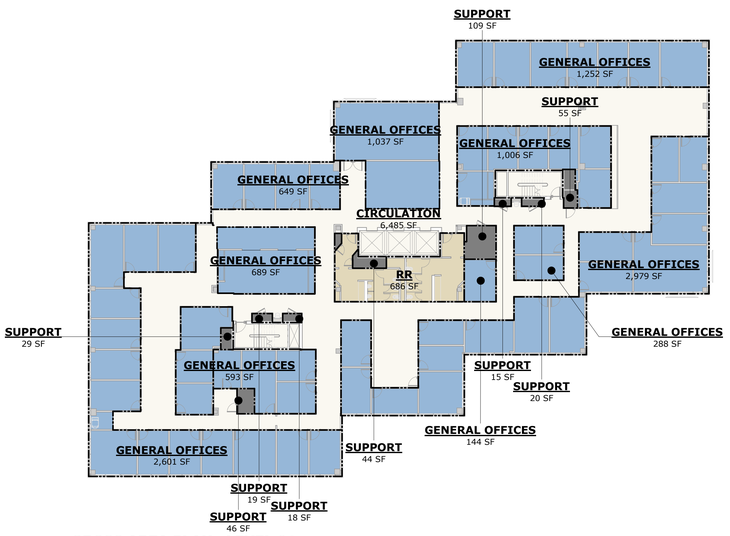

## GROSS AREA PLAN - LEVEL 01



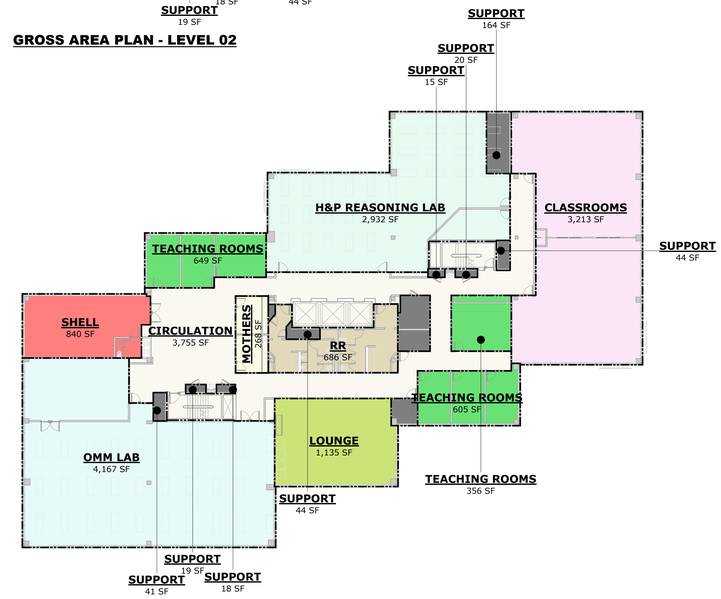

## GROSS AREA PLAN - LEVEL 02



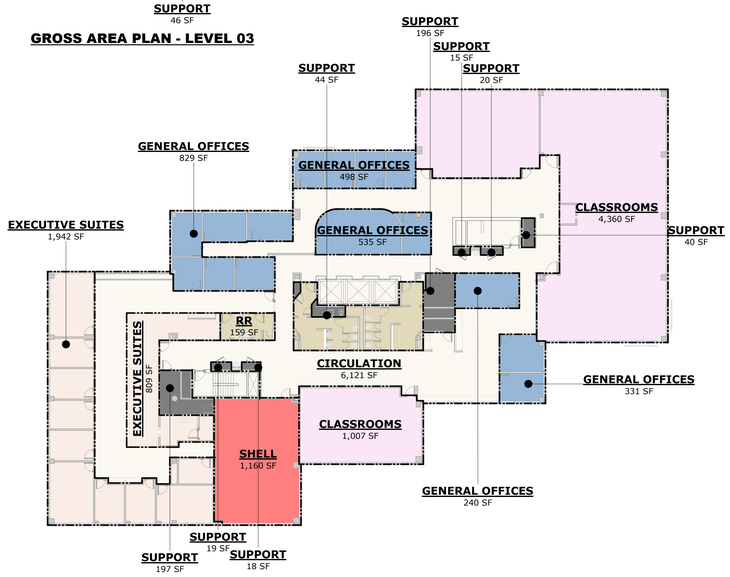

## GROSS AREA PLAN - LEVEL 03



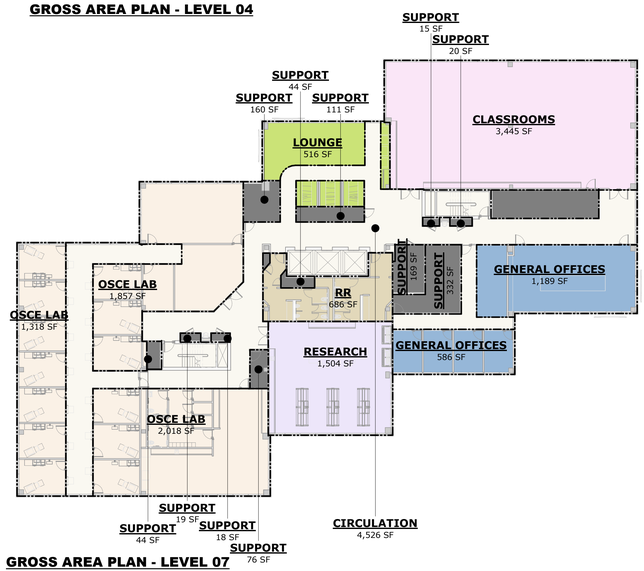

## GROSS AREA PLAN - LEVEL 04




## GROSS AREA PLAN - LEVEL 5




## GROSS AREA PLAN - LEVEL 06




## GROSS AREA PLAN - LEVEL 07

### GROSS AREA

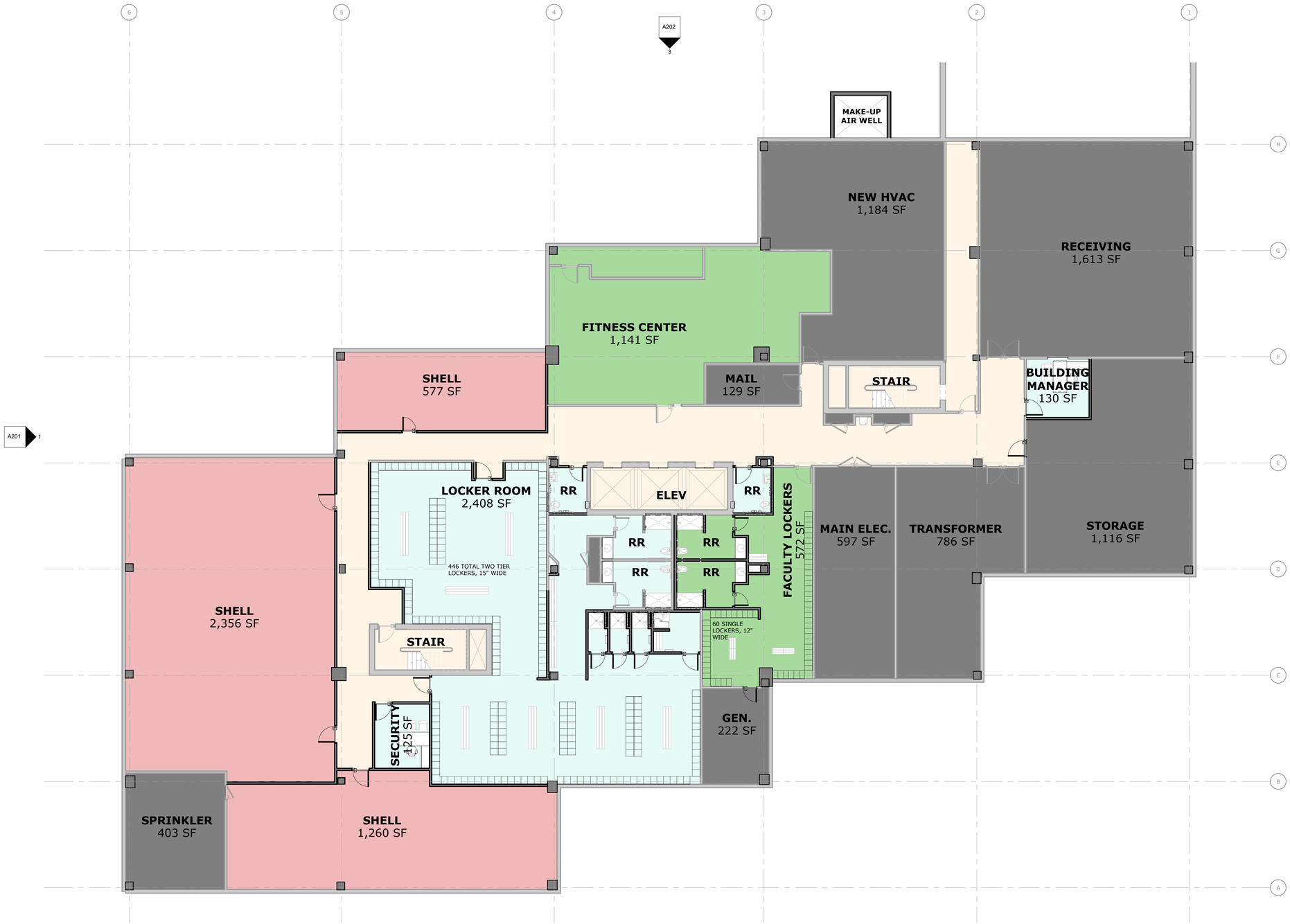
| NAME | AREA |
|---|---|
| CIRCULATION | 31,171 SF |
| CLASSROOMS | 12,025 SF |
| EXECUTIVE SUITES | 2,752 SF |
| EXISTING TENANT | 31,648 SF |
| FITNESS | 1,380 SF |
| GENERAL OFFICES | 17,702 SF |
| H&P REASONING LAB | 2,932 SF |
| LIBRARY | 1,623 SF |
| LOBBY | 1,436 SF |
| LOCKER ROOMS | 3,143 SF |
| LOUNGE | 3,309 SF |

### GROSS AREA

| NAME | AREA |
|---|---|
| MOTHERS ROOMS | 268 SF |
| OMM LAB | 4,167 SF |
| OSCE LAB | 5,193 SF |
| RESEARCH | 1,504 SF |
| RR | 5,728 SF |
| SHELL | 3,969 SF |
| SIM LAB | 1,994 SF |
| SUPPORT | 13,252 SF |
| TEACHING ROOMS | 2,471 SF |
| U/S & ANATOMY LAB | 5,153 SF |
| TOTAL CONDITIONED GROSS | 152,822 SF |

## GROSS AREA LEGEND

CIRCULATION · EXISTING TENANT · LIBRARY · MEDIA LAB · RESEARCH · SUPPORT
CLASSROOMS · FITNESS · LOBBY · MOTHERS · RR · TEACHING ROOMS
CULINARY LAB · GENERAL OFFICES · LOCKER ROOMS · OMM LAB · SHELL · U/S & ANATOMY LAB
EXECUTIVE SUITES · H&P REASONING LAB · LOUNGE · OSCE LAB · SIM LAB




**WALL AND DOOR COLOR LEGEND**

LIGHT GRAY INDICATES EXISTING CONSTRUCTION

DARK GRAY INDICATES NEW CONSTRUCTION

## COLOR LEGEND

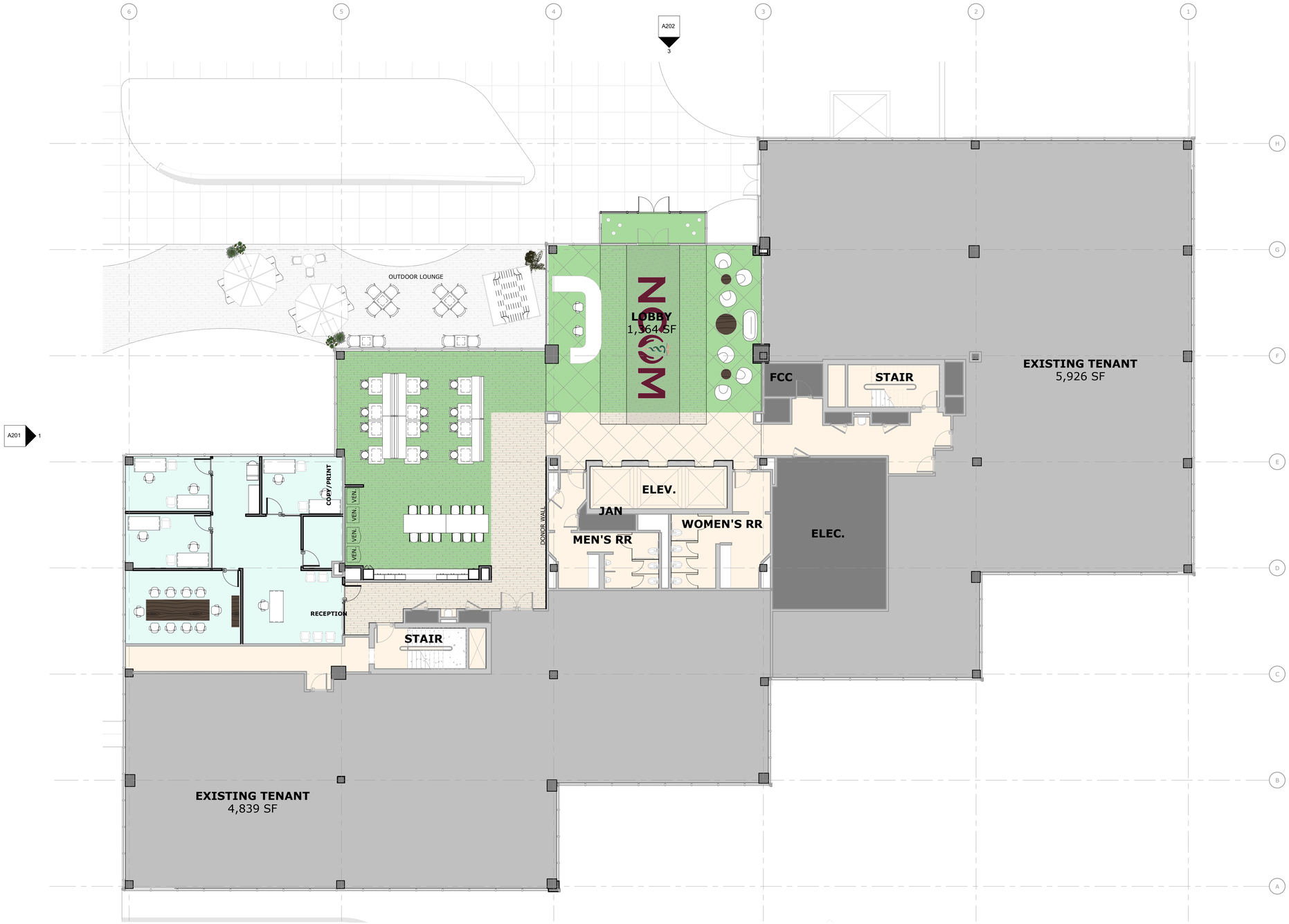
- CIRCULATION
- CLASSROOMS
- COMMON AREAS
- EVENT SPACE
- EXECUTIVE SUITE
- EXISTING TENANT
- FLEX USE
- FUTURE
- GENERAL OFFICES
- LABS
- MEDICAL
- RESEARCH
- SUPPORT
- U/S & ANATOMY

**FACULTY DESKS**

**PHASE 1**

| | |
|---|---|
| **LEVEL U1:** | 02 |
| **LEVEL 01:** | 09 |
| **LEVEL 02:** | 03 |
| **LEVEL 03:** | 00 |
| **LEVEL 04:** | 92 |
| **LEVEL 05:** | 00 |
| **LEVEL 06:** | 22 |
| **LEVEL 07:** | 06 |
| **TOTAL:** | **135** |

OVERVIEW OF WORK ON THIS LEVEL:
- ADDING FACULTY LOCKER ROOMS AND STUDENT LOCKER ROOMS COMPLETE WITH SHOWERS AND NEW OR RENOVATED RESTROOMS.
- ADDING TWO NEW RESTROOMS IN FACULTY LOCKER ROOM.
- ADDING TWO NEW SINGLE USER RESTROOMS OFF OF THE MAIN CORRIDOR.
- ADDING BUILDING MANAGER OFFICE.
- CONVERTING AN EXISTING STORAGE ROOM TO A MECHANICAL ROOM AND ADDING AN AIR WELL
- UPDATING FINISHES IN EXISTING CORRIDOR




## WALL AND DOOR COLOR LEGEND

LIGHT GRAY INDICATES EXISTING CONSTRUCTION

DARK GRAY INDICATES NEW CONSTRUCTION

## COLOR LEGEND

- CIRCULATION
- CLASSROOMS
- COMMON AREAS
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- EXECUTIVE SUITE
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| **TOTAL:** | **135** |

OVERVIEW OF WORK ON THIS LEVEL:
- REWORKING EXISTING OFFICE SUITE TO BETTER ACCOMMODATE CLIENT'S PROGRAM REQUIREMENTS
- REMOVING EXISTING ROTATING ENTRY DOOR TO CREATE NEW VESTIBULE
- UPDATING FINISHES IN LOBBY, EXISTING TENANT LOUNGE, AND EXISTING CORRIDORS.
-

2
A201




**WALL AND DOOR COLOR LEGEND**

LIGHT GRAY INDICATES EXISTING CONSTRUCTION

DARK GRAY INDICATES NEW CONSTRUCTION

## COLOR LEGEND

- CIRCULATION
- CLASSROOMS
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| **LEVEL 07:** | 06 |
| **TOTAL:** | **135** |

OVERVIEW OF WORK ON THIS LEVEL:
- REWORKING EXISTING TENANT SUITES INTO ULTRASOUND & ANATOMY CLASSROOM, SIM LAB, AND LIBRARY PER CLIENT'S PROGRAM REQUIREMENTS
- UPDATING FINISHES IN EXISTING CORRIDOR

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NCOM Niazee College of Osteopathic Medicine

**SD REV 3**
PROJ. #250082.00

**NCOM | NIAZEE COLLEGE OF OSTEOPATHIC MEDICINE**
2025.10.16

# PHASE 1 - FLOOR PLAN - LEVEL 02

N

SCALE: 1/8"=12"
0 4 8 20 32'

**A102**

Baker Barrios
*The shape of things to come.*
AA000298I + LC26000427

NOT FOR CONSTRUCTION




ENTIRETY OF LEVEL 3 IS EXISTING TO REMAIN. IT IS STILL OCCUPIED BY EXISTING TENANTS.

NCOM Niazee College of Osteopathic Medicine

**SD REV 3**
PROJ. #250082.00

**NCOM | NIAZEE COLLEGE OF OSTEOPATHIC MEDICINE**
2025.10.16

# PHASE 1 - FLOOR PLAN - LEVEL 03

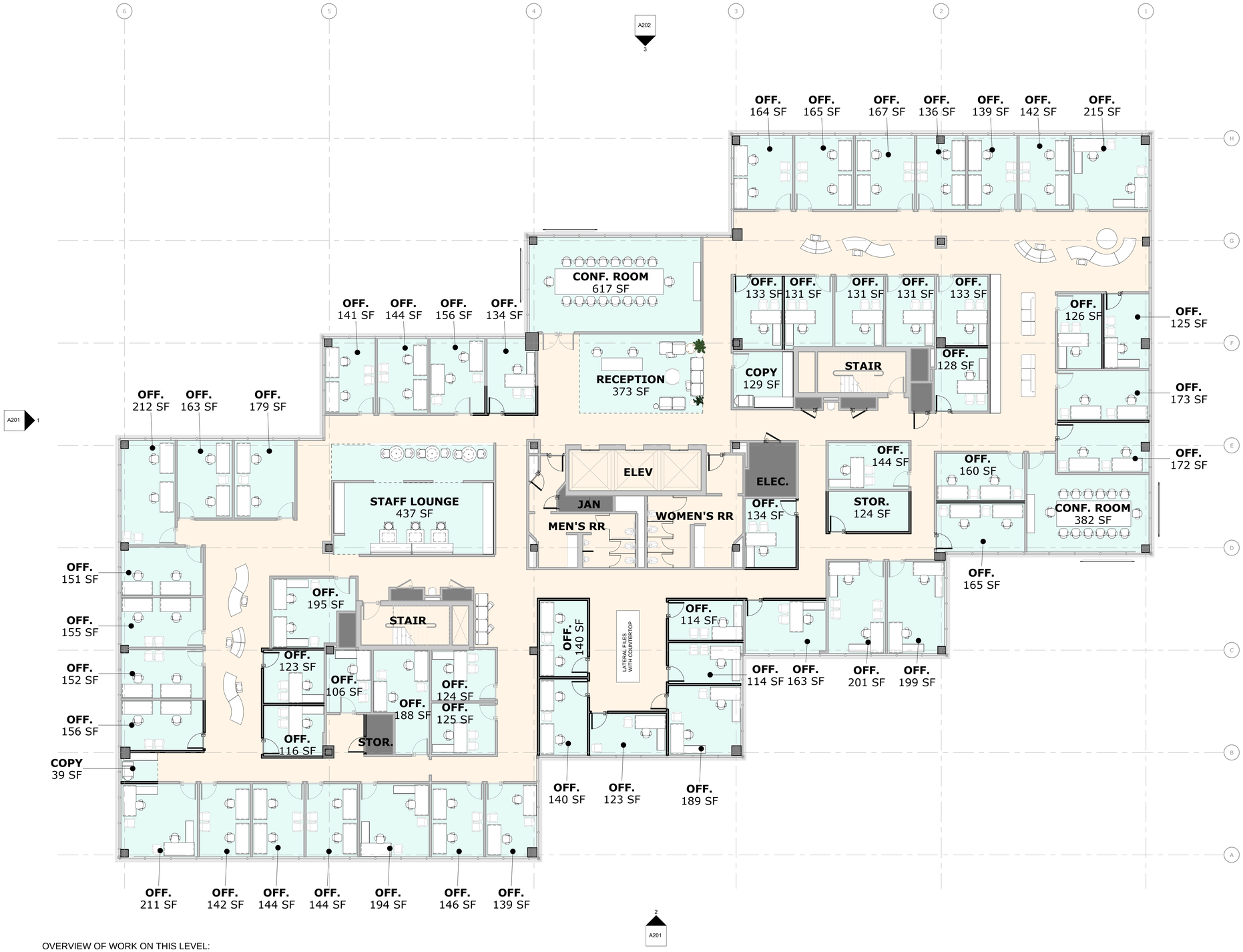
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SCALE: 1/8"=12"
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**A103**

Baker Barrios
*The shape of things to come.*
AA000298 | LC26000427

NOT FOR CONSTRUCTION




**WALL AND DOOR COLOR LEGEND**

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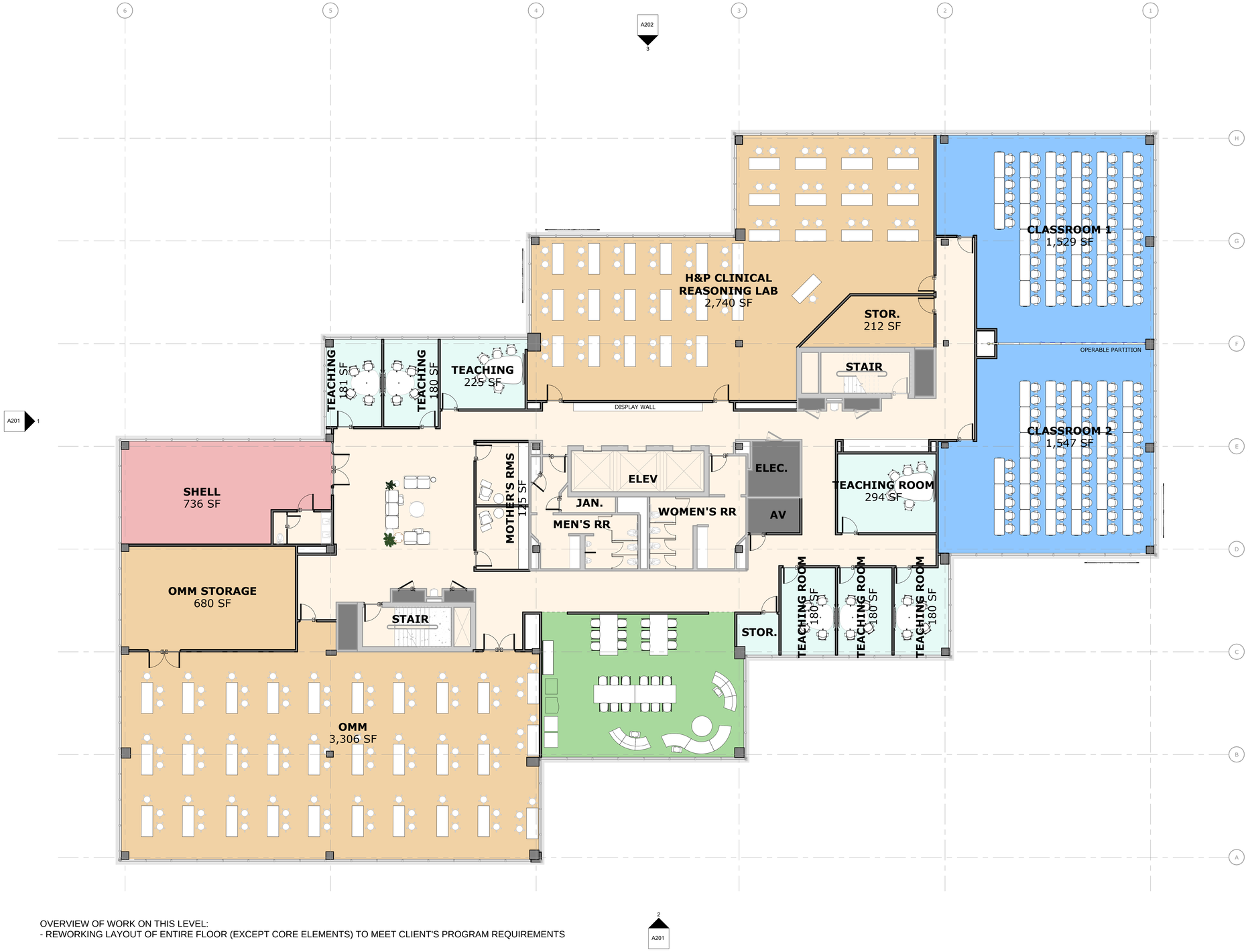
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**FACULTY DESKS**

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| **LEVEL 05:** | 00 |
| **LEVEL 06:** | 22 |
| **LEVEL 07:** | 06 |
| **TOTAL:** | **135** |

OVERVIEW OF WORK ON THIS LEVEL:
- ADDING NEW OFFICES BY ENCLOSING OPEN SPACE AND BY DIVIDING LARGE EXISTING OFFICES INTO MULTIPLE OFFICES
- UPDATING EXISTING FINISHES




**WALL AND DOOR COLOR LEGEND**

LIGHT GRAY INDICATES EXISTING CONSTRUCTION

DARK GRAY INDICATES NEW CONSTRUCTION

## COLOR LEGEND

- CIRCULATION
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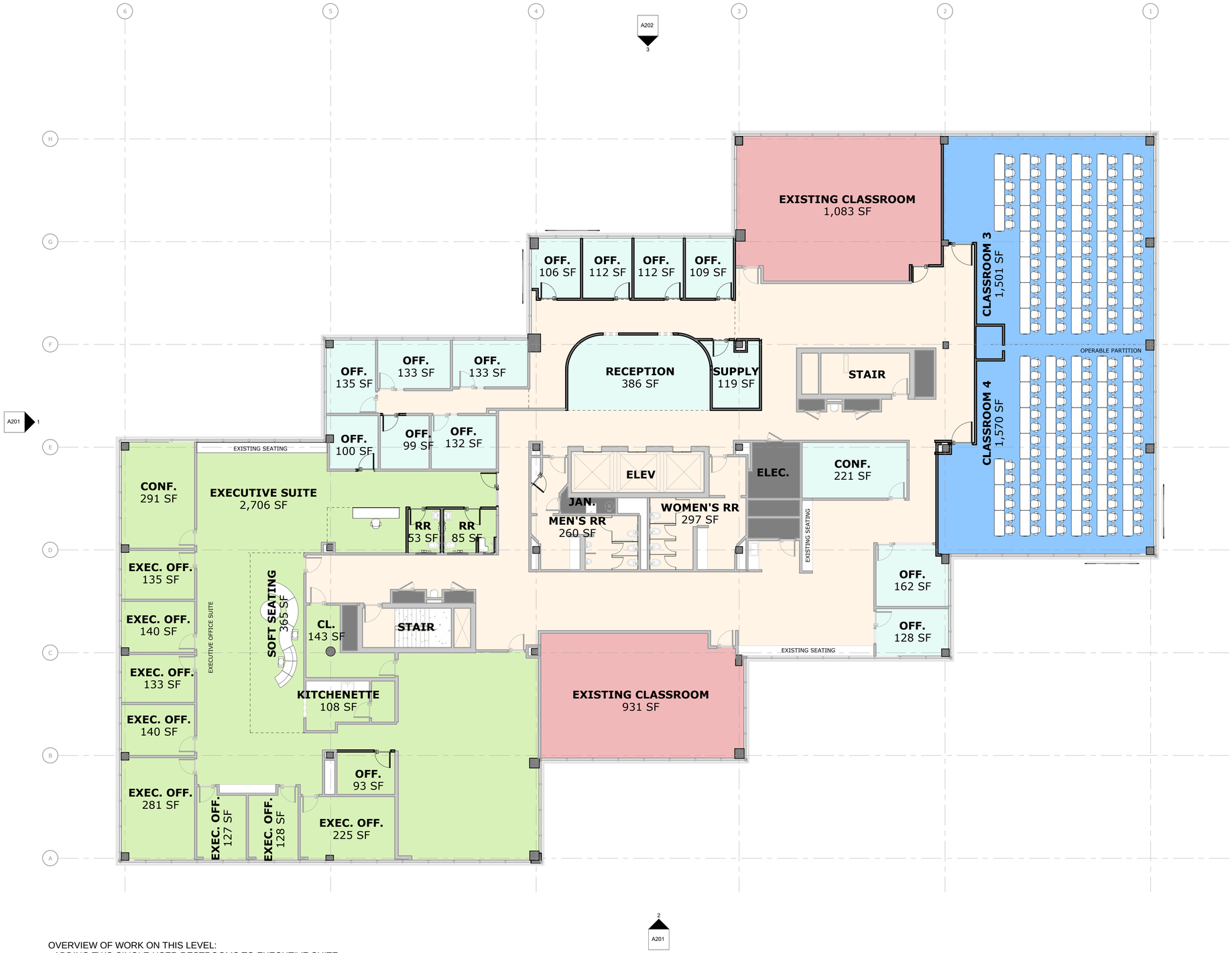
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| **LEVEL 06:** | 22 |
| **LEVEL 07:** | 06 |
| **TOTAL:** | **135** |

OVERVIEW OF WORK ON THIS LEVEL:
- REWORKING LAYOUT OF ENTIRE FLOOR (EXCEPT CORE ELEMENTS) TO MEET CLIENT'S PROGRAM REQUIREMENTS

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**WALL AND DOOR COLOR LEGEND**

LIGHT GRAY INDICATES EXISTING CONSTRUCTION

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## COLOR LEGEND

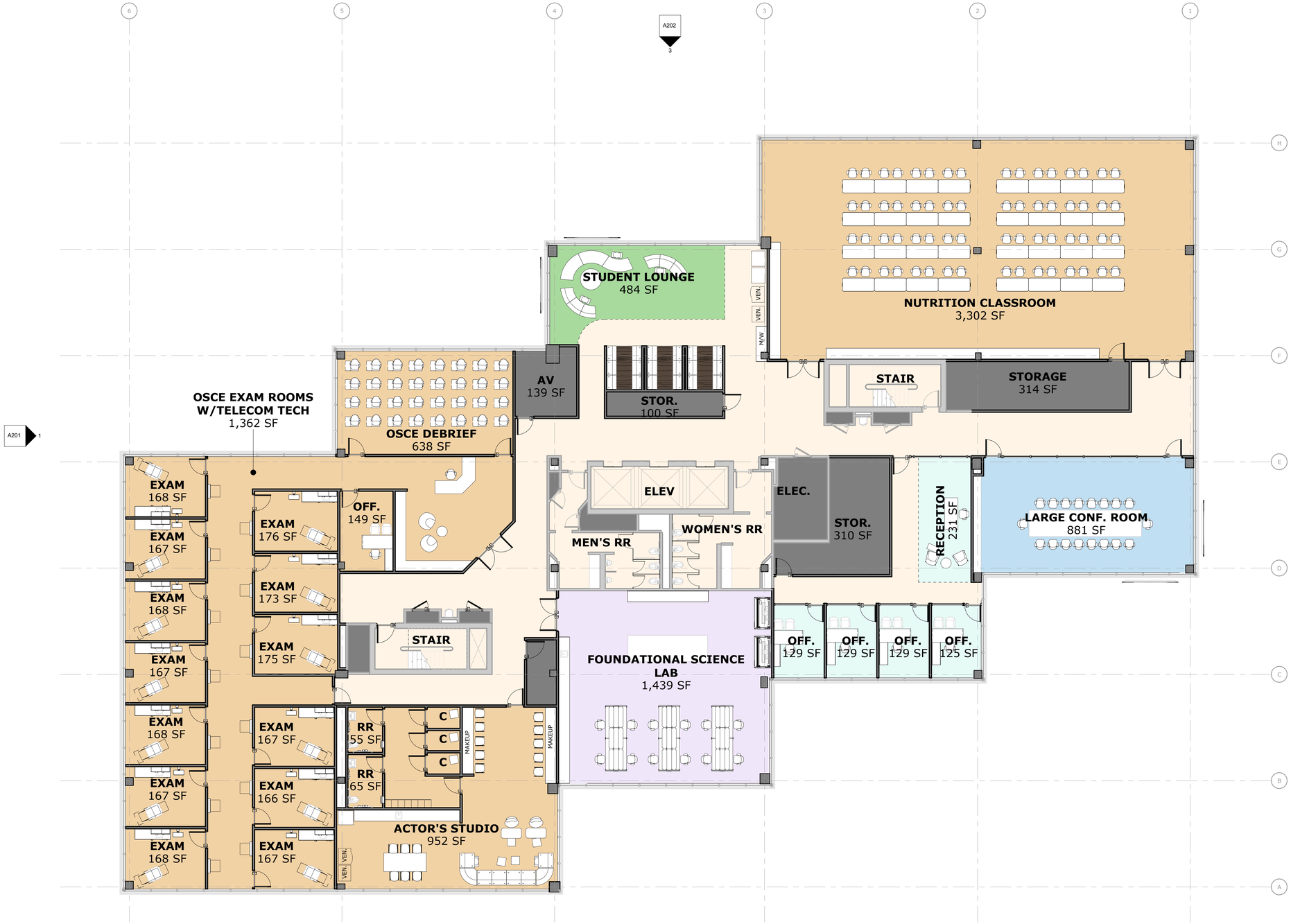
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| **LEVEL 07:** | 06 |
| **TOTAL:** | **135** |

OVERVIEW OF WORK ON THIS LEVEL:
- ADDING TWO SINGLE-USER RESTROOMS TO EXECUTIVE SUITE
- REDUCING SIZE OF THE EXISTING CLASSROOM TO ACCOMMODATE EXTENDING THE LARGE CLASSROOM TO BETTER ACCOMMODATE PROGRAM REQUIREMENTS
- REPLACING EXISTING OPERABLE PARTITION IN LARGE CLASSROOM WITH ONE THAT HAS DOUBLE-ACTING EGRESS DOOR WITHIN IT
- TURNING EXISTING LOUNGE INTO OFFICE SUITE
- UPDATING FINISHES IN EXISTING SPACES




**WALL AND DOOR COLOR LEGEND**

LIGHT GRAY INDICATES EXISTING CONSTRUCTION

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## COLOR LEGEND

- CIRCULATION
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- COMMON AREAS
- EVENT SPACE
- EXECUTIVE SUITE
- EXISTING TENANT
- FLEX USE
- FUTURE
- GENERAL OFFICES
- LABS
- MEDICAL
- RESEARCH
- SUPPORT
- U/S & ANATOMY

**FACULTY DESKS**

**PHASE 1**

| | |
|---|---|
| **LEVEL U1:** | 02 |
| **LEVEL 01:** | 09 |
| **LEVEL 02:** | 03 |
| **LEVEL 03:** | 00 |
| **LEVEL 04:** | 92 |
| **LEVEL 05:** | 00 |
| **LEVEL 06:** | 22 |
| **LEVEL 07:** | 06 |
| **TOTAL:** | **135** |

OVERVIEW OF WORK ON THIS LEVEL:
- REWORKING LAYOUT OF ENTIRE FLOOR (EXCEPT CORE ELEMENTS) TO MEET CLIENT'S PROGRAM REQUIREMENTS

2
A201

**Development Review Application**

# DEVR-26-7

Submitted On: Jan 15, 2026

**Applicant**

Bradley Durkin
[redacted]

**Primary Location**

1300 WOODFIELD RD
Schaumburg, IL 60173

## Pre-Application Contact

**Have you spoken to a Village planner about this project**

Yes

**Who have you spoken to?**

Todd Wenger

Z2603-03 / NIAZEE SCHOOL OF OSTEOPATHIC MEDICINE / 1300 Woodfield Road / Special Use for a Medical College

## Applicant Information

**Is Applicant the Property Owner?**

No

**Relationship of Applicant to Property**

Project Manager

**Property Owner Approval Confirmed**

Yes

## Property Owner Information

**Property Owner Name**

Rabia Institute of Medical Sciences/NCOM

**Property Owner Street Address**

1300 E. Woodfield Road, Suite 650

**Property Owner City**

Schaumburg

**Property Owner State**

IL

**Property Owner Zip Code**

60173

**Property Owner** [redacted]

**Property Owner Email**

[redacted]

## Site Information

**Is this Residential, Commercial, Industrial or Mixed Use?**

Commercial

**PIN Number**

07-13-101-013-0000

**Township of Subject Property?**

Schaumburg

## Approvals Requested

**Sign Variation**

--

**Parking Variation**

--

**Landscape Variation**

--

**Setback Variation**

--

**Shopping Center Signage Plan Approval / Amendment**

--

**Site Plan Approval New Building < 20,000 Sq. Ft.**

--

**Site Plan Approval New Building > 20,000 Sq. Ft.**

--

**Rezoning**

--

**Special Use - Commercial**

true

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-

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-

**Site Plan Amendment**

--

**Plat of Easment**

--

**Plat of Vacation**

--

**Plat of Subdivision**

--

**Plat of Dedication**

--

**Plat of Consolidation**

--

**PUD Site Plan Approval**

--

**PUD Amendment**

--

**Valet - Regular**

--

**Valet - Special Event**

--

**PUD Special Use Amendment**

--

**PUD Administrative Amendment**

--

**Fence Variation**

--

**Variation - Other**

--

**Brief description of the request**

There is currently one floor of the building that has educational zoning, however, as shown in the drawings, the medical school will occupy almost the entire building.  We understand being Zoned b-3 will require special use.

## Project Staff

**Type**

Other

**If Other, Describe**

Project Manager

**Company Name**

Gardiner & Theobald

**Staff Name**

Niko Hatalampopoulos

**Staff Mailing Address**

222 W Adams Street Suite 2280, Chicago, IL, 60606

**Staff Phone Number**

[redacted]

**Staff Email**

[redacted]

**Type**
Other

**If Other, Describe**
Project Manager

**Company Name**
Gardiner & Theobald

**Staff Name**
Marcus Canlan

**Staff Mailing Address**
222 W Adams Street Suite 2280 Chicago IL 60606

**Staff Phone Number**
[redacted]

**Staff Email**
[redacted]

**Type**
Other

**If Other, Describe**
Project Manager

**Company Name**
Gardiner & Theobald

**Staff Name**
Daniel Nnawuchi

**Staff Mailing Address**
222 W Adams Street Suite 2280 Chicago IL 60606

**Staff Phone Number**
[redacted]

**Staff Email**
[redacted]

**Type**
Architect

**If Other, Describe**
--

**Company Name**
Baker Barrios

**Staff Name**
Mark Kluemper

**Staff Mailing Address**
121 W Wacker Dr Suite 2900, Chicago, IL 60601

**Staff Phone Number**
[redacted]

**Staff Email**
[redacted]

## Applicants Signature

Please note that the project will not be reviewed until this application has been fully completed and all required plans and other materials have been satisfactorily submitted to the Community Development Department. Incomplete submittals may result in a delay in the zoning approval process. It is strongly suggested that the applicant schedule an appointment with the Community Development Department so that materials can be reviewed for accuracy and completeness prior to submittal. The deadline for submittals is Monday at noon.

In consideration of the information contained in this application as well as all supporting documentation, it is requested that approval be given to the requested actions.

**Applicant Signature**
true

**CALL TO ORDER**
The meeting was called to order by Chairman Harry Raimondi at 7:01pm.

**ROLL CALL**

| | |
|---|---|
| Members Present: | Chairman Harry Raimondi, James Dolbeare, Elizabeth Veatch, Pat Riley, Glenn Szurgot, Patty Errera, Jeff Mytych and Dhitu Bhagwakar |
| Member(s) Absent: | Rob Morreale |

A quorum was present.

Also Present:

| | | | |
|---|---|---|---|
| Sworn in for testimony: | Todd Wenger, PLA, ASLA<br>Senior Planner | Dr. Scott Whitlow<br>NCOM<br>1300 E. Woodfield Road<br>Suite 650<br>Schaumburg | Mark Kluemper<br>Baker Barrios<br>Architects, Inc.<br>121 W. Wacker Dr.<br>Chicago |

Dr. Scott Whitlow is the Founding Dean and Chief Academic Officer and Professor of Emergency Medicine for the proposed Niazee College of Osteopathic Medicine (NCOM). Their mission is to attract, educate and nurture osteopathic medical students across a cross section of society. Physicians who take pride in the osteopathic profession deliver compassion, understanding and high-quality whole person healthcare to patients and communities across our society. The proposed building consists of a modern 7-story 175,000 square-foot building on six acres. The building will undergo a comprehensive re-model to create state-of-the-art classrooms, laboratories and student spaces tailored to a 21st century osteopathic medical school with ample parking, flexible interior layouts and excellent structural integrity. The facility is well suited for NCOM's long-term vision. This renovated facility will transform under-utilized office space into the future home of NCOM with updated design and prominent NCOM branding. Dr. Whitlow said they would like to begin classes in August 2027. Their campus will be comprised of offices, lecture classrooms, an anatomy lab, library, locker room, fitness center, student lounge and other uses. Their initial class will consist of 60 students and approximately 21 teachers and staff in the first year, which is set by their accreditors. Full build-out and full accreditation will take about 5 years. Dr. Whitlow said that they are seeking a timely special use approval from the Village of Schaumburg in support of the Osteopathic College.

Chairman Raimondi asked the Recording Secretary if all of the proper public notices were completed and she said, yes.

Mr. Mark Kluemper, architect, stated that the subject building encompasses eight levels. The lower level will house a lot of the infrastructure for the building. The existing fitness center will be enhanced. Locker rooms for students, faculty and staff will be created, as well as other support spaces. The first floor will be the main entrance for the school. It will include interior and exterior student lounges. The proposed renovations are all interior. There will be laboratory spaces and other learning areas for students. On the fourth floor, they plan to house a lot of the faculty offices. The fifth floor will include classrooms and lecture halls. The subject building is well suited for a college. They will be building within all of the

existing infrastructure. The sixth floor will include the college executive suite, along with additional lecture and learning spaces.

Mr. Todd Wenger stated that the site is located at the northwest corner of Meacham and Woodfield Roads. The 7-story office building is well suited for the proposed use. Educational uses within the B-3, Planned Office Business District are not automatically permitted and require special use approval. The reason is primarily to check parking. Staff also needs to ensure that the use fits with its neighbors. It is a large site that has 423 existing parking spaces, 2 full access points off Woodfield Road, as well as a right-in, right-out off Meacham Road. It has cross-access with the parcel to the north (Panera Bread, etc.) as well as an emergency access at the southwest corner to the office building immediately west.

**PARKING**

Mr. Wenger said that Staff looks at colleges as heavy trip generators with heavy use in terms of parking and cars. The Staff Report explains that parking is based on the number of teachers and staff, as well as students. One space for every employee, teacher or staff equates to approximately 113 spaces at maximum build-out. Student-wise, the code requires 2 parking spaces for every 3 students. That equates to 344 students, which generates a 457-space total need with only 423 spaces onsite. There was a previous 10-space parking variation granted that leaves the deficit at 34, which is fairly minimal for this site. He said that the parking is approvable at a Staff level, which they will do. The justifications are such that the student population varies in their class schedules, as well as their overall daily student population. The first and second-year students are primarily on campus weekdays, and their schedules are staggered throughout the day. The third and fourth-year students have rotations at medical facilities off-campus, and they are at the college primarily on the weekends because they will be working during the week. This equates to about 50% of the student population being onsite at any given time, which is fairly low. The numbers that Staff calculated in the PRG Report is if everyone was onsite, every day and all day, which will not happen. In summary, Staff is very comfortable with the parking and feels that the use fits appropriately within the Comprehensive Plan Use Designation as office. Staff also feels that the site can handle their proposed expansion over time, as they ramp up to their full occupancy of student load and replace existing tenants with classrooms. Mr. Wenger said that Staff is very supportive of the request and recommends approval.

Chairman Raimondi asked if the public had any questions or concerns. There were none.

Chairman Raimondi asked the Board for their comments.

Mr. Riley stated that the Petitioner and Staff's presentations were very good.

Mr. Szurgot asked if they will have any kitchen facilities in the building. Dr. Whitlow said they will have a nutrition classroom on the seventh floor which will be used for nutrition education. In Phase II of their development, they hope to turn that into a commercial teaching kitchen because they believe that nutrition and food are part of medicine.

Ms. Errera stated that it looks great. She asked if it's correct that osteopathic medicine treats the whole person as opposed to just a particular disease. Dr. Whitlow said that osteopathic medicine is holistic and

treats the whole person. It was developed 152 years ago by Dr. Andrew Taylor Still, who was a medical doctor. He developed his own field of medicine by using his own beliefs in nutrition and whole person care. He felt that you had to unify the mind, body and spirit and that the human body had an innate ability to heal itself.

Mr. Mytych stated that the Petitioner has very impressive plans and mission.

Mr. Bhagwakar asked if there will be a cafeteria in the building. Dr. Whitlow said they have no plans at this time to have a cafeteria since the building is near many restaurants.

Mr. Dolbeare had no questions.

Ms. Veatch asked what the "Actor's Studio" is. Dr. Whitlow said it's a great question and explained that it is an area for people who will pose as patients in their mock doctor offices. The patients may be wearing makeup to look like they are bleeding or are blue because they are hypoxic. They may be wearing certain types of body suits or clothing. The mock doctor offices are where they train young physicians to interact with patients. The Actor's Studio will provide the ability to prepare standardized patients in a private area and then they can return to the studio to remove their makeup and take a shower.

Chairman Raimondi stated that it is an interesting program. He asked when they hope to begin teaching and Dr. Whitlow said by July or August 2027.

**PUBLIC HEARING CLOSED**

Mr. Szurgot made a motion, seconded by Mr. Mytych to close the hearing.

**All ayes** **MOTION CARRIED**

Mr. Dolbeare made a motion, seconded by Ms. Errera, to recommend approval of a Special Use for a Medical College for Niazee School of Osteopathic Medicine located at 1300 Woodfield Road, Case No. Z2603-03 subject to the following conditions:

1. The Special Use shall be substantially in accord with the Business Description and Floor Plans received by the Community Development Department on February 11, 2026.
2. The following plans/exhibits, as amended in accordance with the above conditions, shall be adopted as part of the governing ordinance:
    a. Floor Plans Showing Use Types; Sheets 1-10; prepared by Baker Barios Architects, dated October 16, 2025, received by the Community Development Department April 2, 2026.
    b. Business Narrative; Pages 1-3; prepared by Niazee College of Osteopathic Medicine, received by the Community Development Department April 2, 2026.

MOTION CARRIED: vote: 8-0 with one member(s) absent

A poll was taken:
Mr. Dhitu Bhagwakar - Yes
Mr. James Dolbeare - Yes
Ms. Patricia Errera - Yes
Mr. Jeff Mytych - Yes
Mr. Rob Morreale - Absent
Mr. Harry Raimondi - Yes
Mr. Pat Riley - Yes
Mr. Glenn Szurgot - Yes
Ms. Elizabeth Veatch - Yes

***The Petitioner was advised that this recommendation will be forwarded to the Village Board for consideration at their meeting on Tuesday, 5/26/26.***

**ADJOURNMENT**

The meeting was adjourned at 7:25pm.

Todd Wegner, PLA, ASLA, Senior Planner
I have reviewed the minutes and they accurately represent the actions taken by the Zoning Board of Appeals

_____
Mary Kirschbaum, Recording Secretary
Zoning Board of Appeals

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Resolution No. R-26-_____A Resolution Authorizing the Village Manager and Village Clerk to Execute an Agreement for Supplemental Engineering Services with Gewalt Hamilton Associates, Inc.**
**05/26/26**
**Village Board**

Presenter: Brent R. McQueen, Engineering Division Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 1014015-7223 | $400,000 | $209,070 |

The budget status for this request is: Under Budget

Amount Under Budget: $190,930

***Executive Summary:***

The Village of Schaumburg issued a Request for Proposal (RFP) seeking qualified professional engineering and project management firms to provide supplemental engineering services in the Engineering and Public Works Department. These services are intended to supplement existing staff resources and assist with delivery of the Village's capital improvement program.

For the past three (3) fiscal years, Chastain & Associates has provided project management support and engineering oversight services for both Engineering and Public Works and Transportation Departments in lieu of adding full-time staff. That agreement will conclude on April 30, 2026. Accordingly, the Village solicited proposals from qualified firms to provide these services for FY 26/27, with the option to extend the agreement for up to two (2) additional one-year terms.

During FY 26/27, the consultant is anticipated to assist with oversight of the following major projects:

- CMP Storm Sewer Replacement/Rehabilitation – 1230 Summit Drive
- CMP Storm Sewer Replacement/Rehabilitation – 416 Tebay Place
- CMP Storm Sewer Replacement/Rehabilitation – 617 Boxwood Drive
- CMP Storm Sewer Replacement/Rehabilitation – 931 Royal Court
- CMP Storm Sewer Replacement/Rehabilitation – Crandon Lane
- Meacham and Golf Bike Path
- Plum Grove Road Pedestrian Crossing – Sherwood Lane (Entrance to Spring Valley Nature Center)
- Traffic Signal Cabinet and Controller Replacement Program
- Metra Parking Lot East – Lighting Improvements
- Walnut Lane Resurfacing – Bode Road to Schaumburg Road

On March 20, 2026, staff released the RFP for the Supplemental Engineering Services, and four (4) proposals were received. Engineering and Public Works staff reviewed and evaluated the submittals in

accordance with the Village's consultant selection policy.

Based on the evaluation process, staff determined that it is most advantageous to distribute the workload among two consultants to ensure efficient project delivery and adequate resource allocation. Following this review, Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois, was identified as the most qualified firm to provide engineering services for a portion of the listed projects. The firm demonstrated strong experience with similar municipal projects and a thorough understanding of local engineering needs and standards.

The total budget for Supplemental Engineering is $400,000, to be divided between two consultants. The portion allocated for this agreement is $209,070. Gewalt Hamilton Associates, Inc. submitted a cost proposal of $209,070, which matches the allocated budget amount.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement for Supplemental Engineering Services with Gewalt Hamilton Associates, Inc. of Vernon Hills, IL, in the amount of $209,070, and approve the required Resolution.

**ATTACHMENTS:**
- Qualifications Table
- Resolution
- PSA - UNSIGNED
- Proposal

**Qualifications Table Supplemental Engineering Services**

| Average Ratings | | Gewalt Hamilton | | HLR, Inc. | | Michael Baker International | | Hanson Professional | |
|---|---|---|---|---|---|---|---|---|---|
| *Criteria* | *Weight* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* |
| Technical Qualifications and Approach | 20% | 86.7 | 17.3 | 86.7 | 17.3 | 86.7 | 17.3 | 86.7 | 17.3 |
| Project Team/Capabilities | 30% | 90.0 | 27.0 | 86.7 | 26.0 | 88.3 | 26.5 | 88.3 | 26.5 |
| Municipal Experience | 20% | 90.0 | 18.0 | 86.7 | 17.3 | 90.0 | 18.0 | 86.7 | 17.3 |
| Value | 15% | 86.7 | 13.0 | 88.3 | 13.3 | 90.8 | 13.6 | 81.7 | 12.3 |
| Availability and Responsiveness | 15% | 90.0 | 13.5 | 88.3 | 13.3 | 90.0 | 13.5 | 88.3 | 13.3 |
| | **Total** | **88.8** | | **87.2** | | **89.0** | | **86.7** | |

**RESOLUTION NO. R-26-____**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR SUPPLEMENTAL ENGINEERING SERVICES WITH GEWALT HAMILTON ASSOCIATES, INC.**

**WHEREAS**, the President and Board of Trustees wish to execute an agreement with Gewalt Hamilton Associates, Inc. of Vernon Hills, IL for the Supplemental Engineering Services; and

**WHEREAS,** it would be in the best interests of the citizens of Schaumburg to execute the attached Agreement, Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:**

**SECTION ONE:** That the Village Manager and Village Clerk be and hereby are authorized and directed to execute the attached Agreement, Exhibit "A", between the Village of Schaumburg and Gewalt Hamilton Associates, Inc. of Vernon Hills, IL**.**

**SECTION TWO**: That the Village Manager and Village Clerk be and hereby are authorized to sign any documents in furtherance of this Resolution.

**SECTION THREE:** That this Resolution shall be in full force and effect after passage and approval as required by law.

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED AND APPROVED** this _____ day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk

**VILLAGE OF SCHAUMBURG**
**PROFESSIONAL SERVICES AGREEMENT FOR**
**Supplemental Engineering Services with Gewalt Hamilton Associates**

**THIS AGREEMENT** is dated as of the ____ day of _____, 20__ (***"Agreement"***) and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation (***"Village"***) and the Consultant identified in Subsection 1A below.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Consultant Firm Name: Gewalt Hamilton Associates
Street Address: 625 Forest Edge Drive
City, State, Zip: Vernon Hills, IL 60061
Telephone: _____
Email: kjohnson@gha-engineers.com

**B. Project Description.**
Supplemental Engineering Services with Engineering and Public Works Department. Detailed Scope of Services included in the Request for Proposals for Supplemental Engineering Services, a copy of which is attached as Exhibit RFP to this Agreement.

**C. Representations of Consultant**. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit 1 to this Agreement (***"Services"***). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit 1 in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**D. Agreement Amount**. The total amount billed by the Consultant for the Services under this Agreement shall not exceed $209,070.00, as outlined in Exhibit 1, including reimbursable expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties or on the date specified in Exhibit 1 (the ***"Commencement Date"***). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than 365 days after the date of the execution of this Agreement (***"Time of Performance"***).

**D. Reporting.** The Consultant shall regularly report to the Village, regarding the progress of the Services during the term of this Agreement.

## SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

**A. Agreement Amount.** The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.

**B. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit 1. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit 1. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

**C. Records.** 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 records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

**D. Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

**E. Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**F. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

## SECTION 4. PERSONNEL; SUBCONTRACTORS.

**A. Key Project Personnel.** The Key Project Personnel identified in Exhibit 1 shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

## SECTION 5. CONFIDENTIAL INFORMATION.

**A. Confidential Information.** The term ***"Confidential Information"*** shall mean information designated as "Confidential" in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement (***"Time of Disclosure"***); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** 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 unless required to perform the Services set forth in this Agreement. The Consultant shall be permitted to disclose Confidential Information as necessary to its subcontractors to fulfill the obligations required by this Agreement. 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 subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

## SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

**A. Standard of Care.** The Consultant warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in the same locale in existence at the time of performance of this Agreement. The standard of care expressed shall be in addition to any other representations expressed in the Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance either of the Village or the Consultant, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Consultant's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

**C. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit 2 to this Agreement. But in no event shall any work begin without an insurance certificate or policy having been provided and approved by the Village. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including without limitation at all times to meet the Standard of Care requirements of Subsection 6(A) of this section.

**D. No Personal 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. Likewise, no claims or suits shall be made against the employees of the Consultant as a result of the execution of this Agreement.

## SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing, in or done pursuant to this Agreement, shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A) (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) (4).

**E. Patriot Act Compliance.** The Consultant represents and warrants to the *Village* that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

**F. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit 1. The Consultant may also terminate the Agreement in the event the Village fails to make payment for services rendered, but only after the Consultant has provided written notice to the Village of the lack of payment and allowed the Village 30 days to make payment or contest the payment or amount.

**G. Term.** The time of performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village determines that all of the Services under this Agreement are completed or upon final payment to Consultant. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

**H. Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable building and zoning statutes, ordinances, rules, and regulations, and the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. Consultant shall also comply with all conditions of any federal, state, or local grant received by Village and made known to the Consultant with respect to this Agreement or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

**I. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that permits completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other material requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

**1. Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

**2. Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

**3. Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of reasonable actions taken by the Village in response to any Event of Default by the Consultant.

**J. No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

**K. Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

**L. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the work and with any other consultants engaged by the Village.

**M. News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village

**N. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village upon payment of all sums due and owing Consultant under the Agreement. Any reuse of Documents other than for the purposes of this Agreement shall be at Village risk and Consultant shall not be liable for any reuse of the Documents.

**O. GIS Data.** ***[NOTE: Use this only if applicable]*** The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

**1. Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

**2. Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

**3. Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;

b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village;

c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

## SECTION 8. GENERAL PROVISIONS.

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

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

**D. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Schaumburg 714 S. Plum Grove Road
Schaumburg, Illinois 60193
Attention: Ogar Somo,P.E.,CFM
E-mail: osomo@schaumburg.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Consultant Firm Name: Gewalt Hamilton Associates
Street Address: 625 Forest Edge Drive
City, State, Zip: Vernon Hills, IL 60061
Attention: Kyle Johnson
Facsimile: _____
Email: kjohnson@gha-engineers.com

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

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

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

**H. Governing Laws.** This Agreement shall be interpreted according to the laws of the State of Illinois.

**I. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

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

**K. Exhibit.** Exhibits 1 and 2, are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

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

***[SIGNATURES FOLLOW]***

**VILLAGE OF SCHAUMBURG**

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

**CONSULTANT**

By:_____

TITLE:_____

ATTEST:

By:_____

TITLE: _____

**EXHIBIT 1**

**SCOPE OF SERVICES**

**AGREEMENT AMOUNT**

***[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]***

***[INCLUDE HOURLY RATES, LUMP SUM AMOUNTS, REIMBURSABLE COSTS, SCHEDULE FOR LUMP SUM OR INSTALLMENT PAYMENTS, INVOICE FORMAT, ETC.]***

***[SHALL INCLUDE SCHEDULE]***

## EXHIBIT 2

## INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, borrowed or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$1,000,000 Bodily Injury and Property Damage $2,000,000 Aggregate

Coverages shall include:

- Broad Form Property Damage Endorsement
- Broad Form Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Umbrella Policy or Excess liability Insurance with a limit of liability of not less than $2,000,000.

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance, except professional liability, on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per claim/$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out deviation from the professional standard of care set forth in the Agreement. If the policy is a claims made policy, it shall remain in effect for 5 years after the work has been completed.

F. Village as Additional Insured. Village shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Village as follows: Village of Schaumburg, including its Board members and elected and appointed officials, its officers, and employees.

G. Other Parties as Additional Insureds. In addition to Village, the following parties shall be named as additional insured on the following policies:

| Additional Insured | Policy or Policies |
|---|---|
| _____ | _____ |
| _____ | _____ |

The Consultant will provide certificates of insurance evidencing the types and limits of insurance specified. The certificates of insurance will specifically address each of the requirements noted. All insurance noted is primary and in no event will be considered contributory to any insurance purchased by the Village.

The same full insurance coverage provided to the named insured, whether it is the Consultant or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage.

Any and all deductibles or other forms of retention are the responsibility of the Consultant. All deductibles or other forms of retention are subject to the approval of the Village. Consultant will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Consultant waives any right of subrogation it may have or later acquire against the Village.

The Consultant shall not allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Consultant and their subcontractor(s) shall maintain all insurance required for not less than one (1) year after completion of this contract except professional liability which shall be for 5 years.

VILLAGE OF SCHAUMBURG

# REQUEST FOR PROPOSAL

## Supplemental Engineering Services

2026-RFP-018

April 3, 2026

GHA GEWALT HAMILTON ASSOCIATES, INC.
*An Employee-Owned Company*

625 Forest Edge Drive - Vernon Hills, IL 60061
847.478.9700 GHA-Engineers.com

GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive, Vernon Hills, IL 60061
425 N Martingale Road, Schaumburg, IL 60193
9765 Widmer Road, Lenexa, KS 66215
847.478.9700 • GHA-Engineers.com

**Ogar Somo, P.E., CFM**
**Senior Civil Engineer**
Village of Schaumburg
714 S. Plum Grove Road
Schaumburg, IL 60193

April 3, 2026

Re: REQUEST FOR STATEMENT OF QUALIFICATION AND PROPOSAL **– 2026-RFP-018**
**Supplemental Engineering Services**
*GHA Proposal No. 2026.M028*

Dear Mr. Somo and the Village of Schaumburg,

Schaumburg is managing the kind of capital program that can stretch even a strong in-house team. The Village is not simply seeking "extra hands," but a municipal-caliber partner who can function as staff, help carry a large multi-year CIP, and support day-to-day transportation needs without adding permanent positions.

Gewalt Hamilton Associates (GHA) is organized around that role. The team proposed for Schaumburg blends former Village Engineers and public works leaders with senior transportation, construction, and survey staff who already serve in embedded, on-call capacities for communities across the region.

For Schaumburg, this means:

- **CIP leadership with experience at your scale.** As former Village Engineer in Buffalo Grove and now GHA's Capital Improvement Program Market Lead, Darren Monico, P.E., MPA, has managed roadway and utility programs comparable in size and complexity to Schaumburg's and is prepared to serve as your embedded CIP Project Manager.
- **A client manager who has sat in your chair.** Kyle Johnson, P.E., CFM, MBA, formerly Deputy Public Works Director/Village Engineer in Buffalo Grove, helped plan, fund, and deliver a $400-million infrastructure program and secure more than $50 million in grants. He will serve as strategic liaison for Schaumburg.
- **Implementation and On-Site Expertise:** Shawn Hurtig brings more than 20 years of experience in municipal capital improvement planning, spanning projects from initial concept through final construction. His background includes working within a local municipality where he developed, implemented, and delivered a five-year, $110 million capital improvement program prior to joining GHA in 2020.

They are supported by transportation expert, Dan Brinkman, P.E., PTOE; construction lead Lucas Deferville, and Survey Project Manager, Mark Hamilton, PLS, giving the Village a clear line from planning through survey and construction without gaps in responsibility.

The enclosed Statement of Qualifications outlines how this team will integrate with your Engineering & Public Works and Transportation staff, how their prior work aligns with Schaumburg's CIP and transportation priorities, and how GHA will maintain the responsiveness and continuity you are seeking.

Thank you for considering our qualifications. GHA would welcome the opportunity to discuss how this team can help Schaumburg deliver its capital program and transportation responsibilities with fewer surprises and a stronger sense of control.

Sincerely,
**Gewalt Hamilton Associates, Inc.**

**Kyle Johnson, P.E., CFM, MBA**
Direct: 224.292.4092 • KJohnson@GHA-Engineers.com

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## GHA's Vision – Now and into the Future:



**GHA will be the premier consultant in the Midwest, providing high-quality services and designs for our clients and community.**

**GHA will be forward looking, working toward a common vision that includes diversity and inclusion, a feeling of belonging, and built upon strong internal and external relationships.**

**GHA will build and maintain a strong culture, one built upon trust and growth, and our core values of Ownership, Integrity, Passion, Initiative and Accountability.**

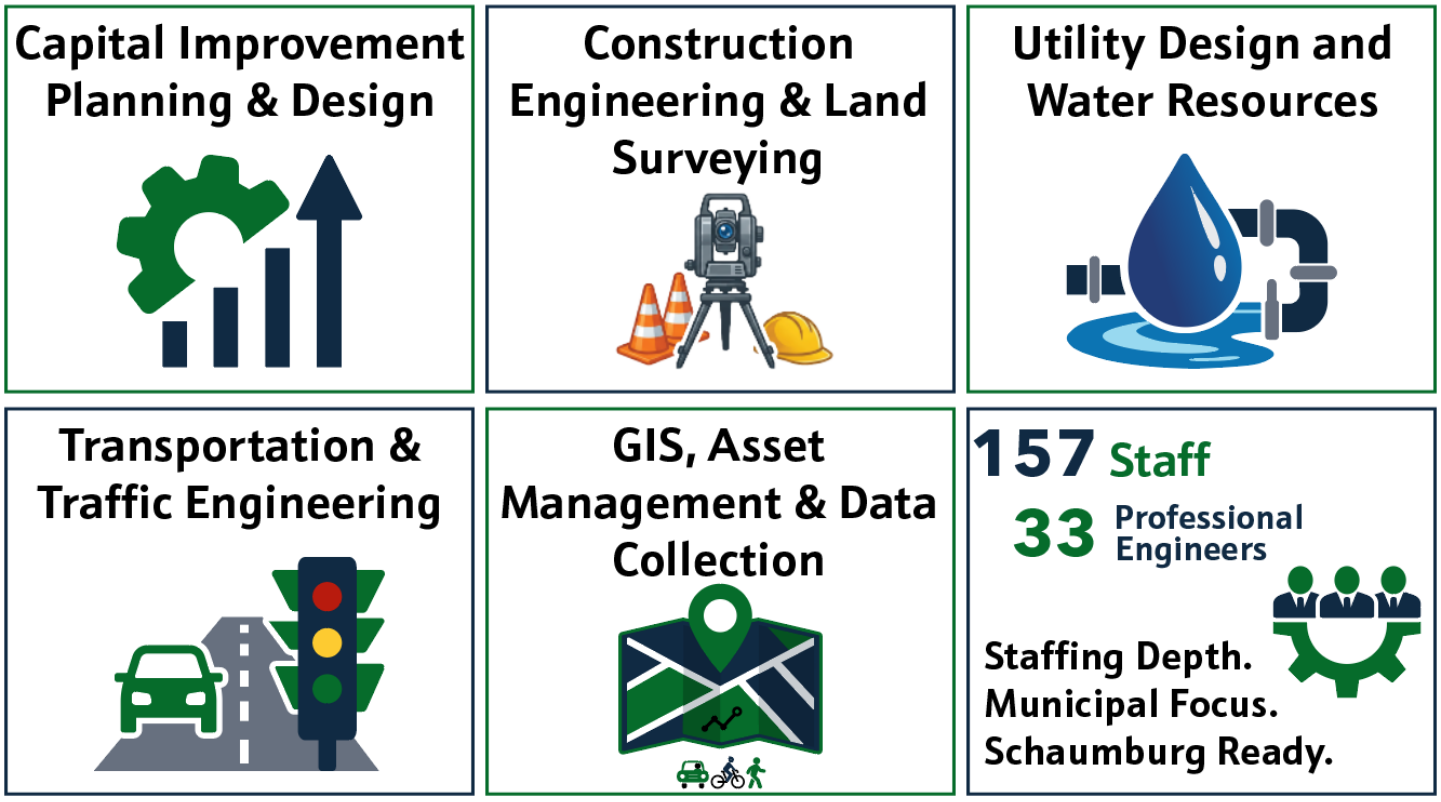
# FIRM DESCRIPTION

## ABOUT GHA

Gewalt Hamilton Associates, Inc. (GHA) is an *employee-owned*, multidisciplinary civil engineering, surveying, and data collection firm with over 40 years of continuous service to municipalities and public agencies in northeastern Illinois. Our practice is built around municipal engineering, with a long history of serving as City/Village/Township/Traffic/District Engineer to more than 30 local public agencies at varying levels of engagement.

## BREADTH AND DEPTH OF SERVICES

GHA offers a full range of municipal services from project inception through construction close-out, including:




With 157 staff and 33 licensed Professional Engineers across municipal, transportation, water resources, construction/survey, and related disciplines, ***GHA provides the capacity and depth required for a program of Schaumburg's size and complexity***.

## FIT FOR SUPPLEMENTAL ENGINEERING SERVICES

For the Village's Supplemental Engineering Services, GHA is positioned to operate as an extension of Village staff for both the Capital Improvement Program (CIP) Project Manager role and Transportation Engineering Services. Our municipal and transportation teams routinely:

- Manage multi-project CIPs
- Coordinate with IDOT, MWRD, IEPA, & state and county agencies
- Review plans, plats, and easements
- Monitor budgets and grant reimbursements
- Oversee consultants & contractors on behalf of municipal clients

These services align directly with the Village's need for support, including resurfacing, utility rehabilitation, bike/pedestrian projects, traffic signal improvements, & streetscape work.

## TRANSPORTATION AND TRAFFIC CAPABILITIES

GHA's transportation and traffic engineers provide:

- Phase I roadway and bicycle/pedestrian studies
- Traffic signal design and timing
- Traffic impact studies and traffic data collection
- Plan review and development review services for municipalities



Our experience with traffic signal cabinet and controller replacements, video detection upgrades, bike path projects, and corridor improvements mirrors the types of projects identified in the Village's FY2026/2027 Transportation program. This enables GHA to provide efficient on-call technical support for capital projects, traffic studies, and investigations on the 5–10 hours/week basis anticipated by the Village.

## ADDED VALUE AND CLIENT FOCUS

GHA's added value lies in its municipal focus and integrated, cross-disciplinary approach. Our teams combine

**Engineering, Surveying, Water Resources, Construction, and GIS Expertise**

to keep projects on schedule and within budget while meeting regulatory requirements and advancing community goals. We routinely ***assist municipalities with grant and funding strategies***, including monitoring expenditures, preparing reimbursement requests, and coordinating with agencies such as IDOT, counties, IEPA, and regional utilities.

**At GHA, the emphasis is on client benefit and long-term partnership.** We view our work with municipalities as community building: every resurfacing program, utility project, or traffic improvement is an opportunity to enhance safety, reliability, and quality of life for residents and businesses.

Our staff development model produces well-rounded engineers who are comfortable stepping into a "Village staff" role, responding promptly to requests, and collaborating closely with internal departments.

This combination of municipal specialization, staff capacity, and client-focused culture positions GHA to provide the Village of Schaumburg with a reliable, responsive partner for Supplemental Engineering Services.

## LOCAL PRESENCE AND ACCESSIBILITY

GHA offers Schaumburg a truly **local team** that already works where the Village works. Our full-service Schaumburg office, located just 3.5 miles (about seven minutes) from Village Hall, allows key staff to be embedded in Village operations; working in-house, attending meetings on short notice, and responding rapidly in the field when issues arise. ***This proximity improves communication, shortens response times, and helps resolve problems before they escalate.***



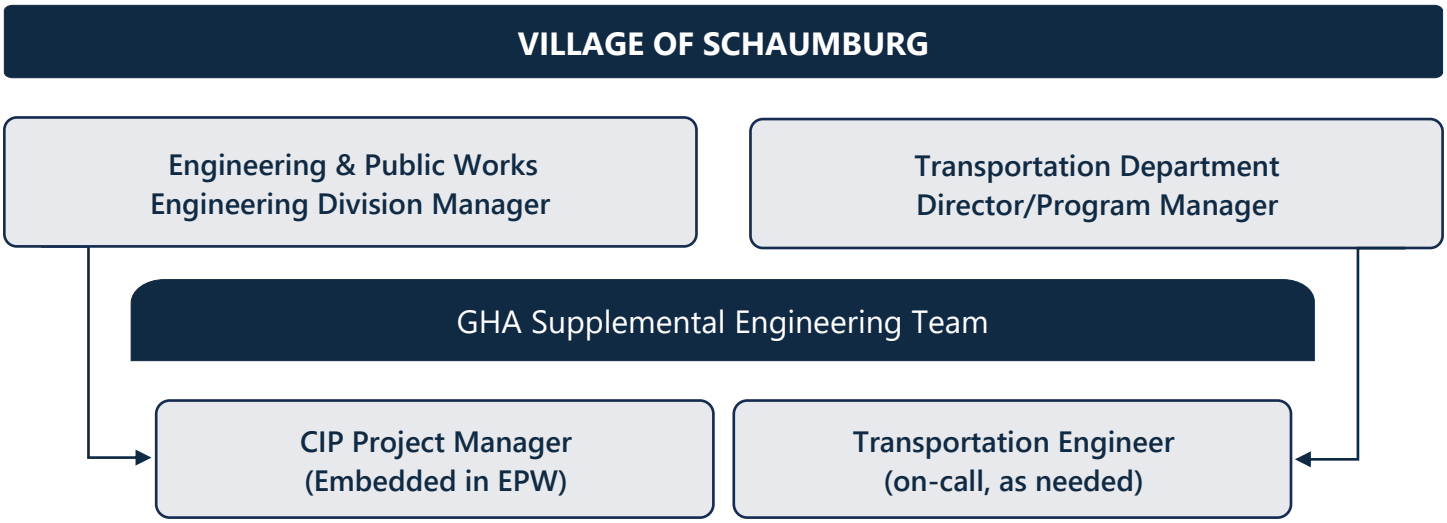

This on-the-ground presence is backed by our corporate office in Vernon Hills, which provides the full depth of our municipal engineering, transportation, and infrastructure expertise; ensuring Schaumburg receives both immediate local support and the resources of our entire experienced team.

# STATEMENT OF UNDERSTANDING

Gewalt Hamilton Associates, Inc. (GHA) understands that the Village of Schaumburg is seeking a supplemental engineering partner that can operate as an extension of staff for an initial one-year term, with the option for annual renewals. The Village needs support that integrates into daily operations of both Engineering & Public Works (EPW) and the Transportation Department while helping deliver active capital projects on time and within budget.

## HOW GHA FITS INTO VILLAGE OPERATIONS

GHA's team is structured around two coordinated roles that align directly with the Village's requested services:




## UNDERSTANDING OF CIP PROJECT MANAGEMENT SERVICES

GHA understands that the Village is seeking supplemental project management support to help deliver its FY 2026-2027 capital projects, with the flexibility to continue services if the agreement is renewed. The CIP Project Manager will work as an integrated member of the EPW Engineering Division, primarily focused on:

- Quickly learning the status and history of assigned projects, including those that span multiple fiscal years
- Tracking schedules, budgets, and key milestones, and flagging potential risks early
- Reviewing plans, cost estimates, contracts, plats, surveys, and easement documents
- Coordinating with Village staff, other consultants, contractors, and external agencies
- Providing clear, regular status updates and discussing scope, schedule, or cost changes with the Engineering Division Manager

The CIP Project Manager will maintain a regular in-office presence as needed (within agreed hour limits) and will align with EPW workflows, documentation standards, and communication practices rather than creating a separate, parallel process.

## UNDERSTANDING OF TRANSPORTATION ENGINEERING SERVICES

GHA understands that the Transportation Department requires flexible, part-time engineering support that can be scaled to workload, typically 5-10 hours per week on an as-needed basis. This role is focused on helping advance transportation capital projects and respond to operational traffic and safety needs.

Key elements of this support include:

### Capital Project Assistance



- Review reports, plans & cost estimates
- Attend project meetings when needed
- Coordinate with IDOT, the County & other agencies on shared-jurisdiction projects and permits

### Traffic Studies & Investigations



- Conduct intersection evaluations, sight distance assignments, signage & pavement marking reviews
- Develop clear, defensible recommendations supported by technical analysis & preliminary cost

### Development & Program Support



- Review development proposals & complex traffic impact studies
- Assist with traffic impact fee program management
- Provide small-project engineering services where separate procurements are not practical

## UNDERSTANDING OF MULTI-DEPARTMENT COORDINATION

GHA recognizes that many Schaumburg projects involve both EPW and Transportation interests; for example, resurfacing projects that include utility improvements, pedestrian upgrades, and traffic signal or safety enhancements. To support this environment, GHA will:

- Communicate consistently with both departments regarding project status and decisions
- Identify opportunities to coordinate work (e.g., utility work with resurfacing, signal upgrades with bike/ped improvements)
- Maintain consistency in standards, documentation, and design assumptions across projects

This approach is intended to minimize disruption to residents and businesses, reduce duplication of effort, and maximize the value of capital investments during the initial term and any renewal years.

## ITEMS REQUIRING SPECIAL ATTENTION

GHA has identified several areas that will require focused attention to meet the Village's expectations and ensure successful performance:

| FOCUS AREA | WHAT THIS MEANS FOR THE VILLAGE |
|---|---|
| Rapid familiarization | GHA quickly understands project history, status, and constraints to avoid delays. |
| Schedule and budget control | Milestones, expenditures, and funding conditions are actively tracked and reported. |
| Agency and utility coordination | Permits, right-of-way issues, and utility conflicts are anticipated and addressed early. |
| Responsiveness & communication | EPW and Transportation receive prompt replies and regular, predictable updates. |
| Workload flexibility | Support can be scaled within agreed hours to match seasonal and project demands. |
| Practical, implementable solutions | Recommendations are constructible, cost-effective & maintainable by staff. |

These priorities will guide how GHA assigns staff, structures communication, and coordinates with Village personnel and external agencies.

## GHA'S PERSPECTIVE

From GHA's municipal experience, this engagement is fundamentally about providing reliable, responsive staff-extension support over the initial one-year term, with the continuity to carry successful practices into any renewal years. GHA is committed to integrating into Schaumburg's processes, supporting both EPW and Transportation effectively, and delivering practical engineering solutions that align with the Village's goals and expectations.

## PROJECT APPROACH

GHA's approach is built around giving Schaumburg embedded, municipal-caliber leadership that can immediately support EPW and Transportation, protect the CIP schedule and budget, and simplify coordination for staff. The structure emphasizes clear accountability, fast response, and practical solutions that are straightforward to deliver and maintain.

### OVERALL PROGRAM LEADERSHIP

- **Client Manager: Kyle Johnson, P.E., CFM, MBA**
  Former Deputy Public Works Director/Village Engineer for Buffalo Grove, where he helped plan, fund, and deliver a $400 million Infrastructure Modernization Program and secured over $50 million in grant funding.

  **Role:** Strategic liaison to EPW and Transportation leadership; alignment with Village priorities, funding strategy, and cross-department issues.

- **CIP Project Manager: Darren Monico, P.E., MPA**
  Former Village Engineer for Buffalo Grove and Asst. Dir. Engineering & Bldg. in Barrington where he was involved in large capital programs for each community, now GHA Capital Improvement Program Market Lead.

  **Role:** Embedded CIP lead in EPW responsible for assigned CIP projects from planning through closeout.

- **Project Engineer: Shawn Hurtig**
  Implementation and On-Site Expertise: Shawn Hurtig brings more than 20 years of experience in municipal capital improvement planning, spanning projects from initial concept through final construction. His background includes working within a local municipality where he developed, implemented, and delivered a five-year, $110 million capital improvement program prior to joining GHA in 2020.

  **Role:** Provides day-to-day design, plan review, constructability review, and cost estimating support so senior leads can focus on strategy, risk, and decisions, while Schaumburg gains higher quality documents and fewer change orders.

**PROVEN MAJOR CIP DELIVERY**

Kyle and Darren both played key leadership roles in Buffalo Grove's $400 million Infrastructure Modernization Program, a scale similar to Schaumburg's current CIP.



### SUPPORTING DELIVERY TEAM

To ensure Schaumburg receives complete "planning-to-pavement" support, the leadership team is backed by:

- **Transportation Lead: Daniel Brinkman, P.E., PTOE**
  Senior transportation engineer and Phase I Manager for State and federally funded roadway, signal, and bike/ped projects.

  **Value to Schaumburg:** On-demand technical lead for Transportation Department assignments (traffic operations, safety, development, and capital support).

- **Construction Lead: Lucas Deferville**
  Assistant Director of Construction with more than 20 years of construction engineering experience, including serving as Construction Coordinator for Buffalo Grove's Infrastructure Modernization projects and resident engineer on multi-million-dollar roadway, utility, and signal improvements.

**Value to Schaumburg:** Oversees Phase III services, field coordination, IDOT-compliant documentation, and resident communication, ensuring projects are built as intended, on time, and within budget with minimal disruption to the public.

- **Survey Lead: Mark Hamilton, PLS**
  Professional Land Surveyor experienced in boundary and topographic surveys, construction staking, Plats of Highways, and easement/legal description preparation.

  **Value to Schaumburg:** Provides timely, accurate survey and ROW/easement documentation to keep design, permitting, and land rights on schedule and reduce field conflicts.

## SERVICE AREA 1 – CIP PROJECT MANAGEMENT (EPW)

**Objective:** Keep Schaumburg's $452.9 million CIP on schedule, on budget, and aligned with Village goals, without adding permanent staff.

1. **Seamless integration with staff**
   - Maintain a regular in-office presence at EPW, set weekly touchpoints with the Engineering Division Manager, and work side-by-side with staff engineers and the existing project manager.
   - Use Village templates and systems for consistency, minimizing training burden on staff.
2. **Program-level project management**
   - Maintain a live portfolio view for assigned projects: phase, schedule, budget, funding source, and key risks.
   - Track grant-eligible costs and reimbursement milestones to protect the Village's targeted $75.1 million in outside funding.
3. **Agency and utility coordination**
   - Lead coordination with IDOT, Cook County, DuPage County, MWRD, IEPA, and utilities for assigned projects, with clear permit and review timelines.
   - Apply GHA's extensive experience with STP/CMAQ, roadway, water, sanitary, and stormwater projects to reduce review-related delays.
4. **Risk-based oversight**
   - Identify scope, schedule, and cost risks early; elevate only the decisions that truly require Village direction.
   - Offer options with pros/cons, rather than presenting issues without solutions.
5. **Clear communication and documentation**
   - Provide concise monthly summaries (and weekly check-ins as needed) highlighting accomplishments, upcoming milestones, and decisions required.
   - Document decisions and assumptions so knowledge is retained as projects move between phases and fiscal years.

**Application to FY 2026–2027 CIP Projects**

As CIP Project Manager, Darren will focus first on quickly understanding the status, risks, and funding for Schaumburg's FY 26–27 CIP portfolio and then provide project-specific support as follows:

- **CMP Storm Sewer Replacement/Rehabilitation (Multiple Projects):** Lead design-phase coordination, schedule and budget tracking, and agency/utility coordination for planned storm sewer work, including integration with roadway programs where feasible.

- **Priority Sanitary Sewer Rehabilitation (Multiple Projects) and Sanitary Sewer Analysis & Rehab – ACP:** Coordinate design and construction engineering activities, track rehabilitation priorities, and align work with resurfacing and "Vital Streets" efforts to minimize disruption and duplication.
- **Sewer Analysis – Vital Streets:** Support engineering analysis, scope development, and budgeting to position this work for future construction phases and funding opportunities.
- **Meacham & Golf Bike Path Construction Engineering and Plum Grove Road Pedestrian Crossing Design Engineering:** Oversee consultant coordination, schedule, and budget; review design and construction documents with attention to safety, ADA, and constructability; and support coordination with IDOT and other agencies as needed.
- **Metra Parking Lot East Lighting Improvements Construction Engineering:** Monitor progress and documentation for this smaller, focused construction assignment so it can be delivered efficiently without diverting significant internal staff time.
- **Traffic Signal Cabinet & Controller Replacement Program Construction Engineering:** Coordinate with Transportation staff and the Transportation lead to keep cabinet and controller improvements aligned with broader signal and detection upgrades.
- **Walnut Lane and Woodfield Road Resurfacing Construction Engineering:** Track construction schedules, budgets, and documentation; coordinate with utilities and adjacent projects; and support communication with the public and businesses along these key corridors.

For each of these projects, Darren will maintain a clear view of phase, schedule, budget, funding source, and key risks, so EPW leadership has concise, up-to-date information for decision-making.

### SERVICE AREA 2 – TRANSPORTATION ENGINEERING (TRANSPORTATION DEPARTMENT)

**Objective:** Give Transportation staff a highly responsive "on-call traffic engineer" who can flex from 5-10 hours per week to more intensive support as projects demand.

1. **On-demand technical support**
   - Respond quickly to requests for reviews, concepts, or field checks tied to FY 26–27 projects such as bike/ped corridors, signal cabinet and detection upgrades, and Commerce Drive reconstruction.
   - Set expectations (e.g., typical turnaround times) for different task types so staff know what to expect.
2. **Focused project review and agency coordination**
   - Review reports, plans, and cost estimates for roadway, bike/ped, and signal projects with an eye toward safety, operations, and constructability.
   - Coordinate with IDOT, Cook County, the Tollway, and other agencies on signal and corridor work, leveraging Dan Brinkman's experience on CMAQ and STP-funded signal/interconnect projects across the region.
3. **Traffic studies and field investigations**
   - Conduct targeted intersection and corridor analyses, sight distance and signing/marking reviews, and speed/delay checks in support of resident concerns and capital projects.
   - Provide short, actionable memos that clearly state the issue, recommended solution, cost range, and implementation steps.
4. **Development and program support**
   - Review traffic impact studies and site plans for developments impacting Schaumburg's network.

- Assist with traffic impact fee program updates and ongoing implementation, drawing on experience with similar programs in other municipal clients.

## STAFFING FLEXIBILITY AND COORDINATION

### Scalable team, consistent leads

- Kyle, Darren, and Shawn remain the faces of the engagement; additional GHA staff from Municipal, Transportation, Water Resources, Construction, Survey, and GIS divisions support them as workload requires.
- Tasks are assigned at the appropriate level (senior vs. staff engineer) to control cost while maintaining quality.

### Responsive, embedded support

- EPW support: Darren's schedule will be set with the Engineering Division Manager, with the ability to increase or decrease in-office hours based on CIP workload and budget.
- Transportation support: Dan's hours flex with project schedules and resident/operational demands, staying within the 5–10 hours/week expectation unless otherwise agreed.

### Municipal experience advantage

- Kyle, Darren and Shawn's years inside Village Halls and Public Works Departments mean they understand internal approval paths, council/board expectations, public communication needs, and how to sequence projects around fiscal years and construction seasons.
- Dan's regional traffic and Phase I experience ensures Transportation receives recommendations consistent with IDOT, county, and federal practices, which is critical for Schaumburg's grant-funded work.

**Application to FY 2026–2027 Transportation Program**

As Transportation Lead, Dan will provide the anticipated 5-10 hours per week of technical support, with the ability to increase effort temporarily around key milestones, focused on the Village's FY 26–27 program:

- **90N Transit Access:** Review traffic, access, and multimodal elements; coordinate with IDOT and other agencies as needed; and provide concise recommendations on phasing and operational impacts.
- **Update to Traffic Impact Fee Study:** Assist with data review, methodology considerations, and practical implementation guidance based on experience with similar municipal programs.
- **Higgins Road Bike Path and Algonquin Road Bike Path:** Review plans and traffic components for safety, operations, and consistency with IDOT and county standards; advise on crossing treatments and connections.
- **Rodenburg Road Resurfacing and Commerce Drive Reconstruction:** Review traffic control, access management, and staging for safety and operations; coordinate with EPW and Darren to align roadway work with other capital projects.
- **Traffic Signal Cabinet and Video Detection Improvements:** Support selection and review of cabinet/detection upgrades, focusing on operational benefits and compatibility with existing systems and future SCAT/ITS needs.
- **North Meacham Road Corridor Streetscape Phase III:** Review streetscape and traffic elements for consistency with prior phases and corridor operations, including pedestrian safety and access considerations.

For these assignments, Dan will provide short, actionable memos and plan review comments that state the issue, recommended solution, and order-of-magnitude cost, so Transportation staff can move quickly from analysis to implementation.

# STATEMENT OF QUALIFICATIONS

GHA's team is organized to match Schaumburg's two primary service areas - CIP project management and transportation engineering, supported by construction and survey specialists. The table below links each key role to the responsibilities outlined in the RFP.

## KEY PERSONNEL AND ROLE ALIGNMENT

| Role/Team Member | Relevant strengths | Supporting Schaumburg's scope |
|---|---|---|
| **Client Manager**<br>**Kyle Johnson, P.E.** | Municipal-focused PM; manages multi-project capital programs; experienced coordinating consultants and internal staff. | Serves as single point of contact; aligns CIP and transportation assignments with Village priorities; adjusts GHA staffing as workload fluctuates within the fiscal year. |
| **CIP Project Manager**<br>**Darren Monico, P.E.** | Manages roadway, utility, and streetscape projects from design through construction; leads plan/estimate/contract reviews; coordinates with agencies and utilities. | Fulfills embedded CIP Project Manager role; tracks schedules, budgets, and milestones; leads project meetings; supports review of plans, cost estimates, plats, easements, and contracts; provides regular status updates. |
| **Project Engineer**<br>**Shawn Hurtig** | 25+ years in consulting and municipal public works; as a village PM, led a five-year, $110M CIP and helped launch a municipal GIS program; experienced with contractors, consultants, and the public. | Brings "inside the village" perspective to CIP work; supports rapid familiarization with existing projects and funding; assists with day-to-day project tracking, documentation, and field coordination; reinforces focus on practical, implementable solutions. |
| **Transportation Lead**<br>**Dan Brinkman, P.E., PTOE** | 30 years in traffic/transportation; PTOE; manages signal/interconnect, corridor, and STP/CMAQ projects; prepares TIS, signal warrants, intersection design, and pedestrian/safety studies. | Leads Transportation Department support; reviews transportation plans, reports, and cost estimates; conducts or reviews traffic studies and safety evaluations; coordinates with IDOT, County, Tollway; supports development review and traffic impact fee program. |
| **Construction Lead**<br>**Lucas Deferville** | Resident Engineer for multi-million-dollar municipal projects combining water main, storm sewer, roadway reconstruction, ADA, and signal work; consistently delivers on time and under budget. | Provides construction-phase support when needed: field observation, documentation, pay estimates, and contractor coordination; acts as "face of the project" to residents and Village staff on active construction projects. |
| **Survey Manager**<br>**Mark Hamilton, PLS** | Licensed PLS with experience in boundary and topo surveys, Plats of Highways, easement/ROW documents, and construction staking for transportation and utility projects. | Supports CIP and transportation tasks requiring survey; prepares/reviews plats, legal descriptions, and easement documentation; ensures accurate control and layout for Village projects; provides survey data that can integrate with Village GIS/asset systems. |

In addition to their technical expertise, ***several members of the team have literally sat in your chair, having previously served in municipal engineering and public works roles***. That perspective means they understand the daily pressures of delivering a capital program, answering to boards and residents, and coordinating across departments while working within fiscal-year constraints.

## HOW THE TEAM FUNCTIONS AS AN EXTENSION OF STAFF

- **Embedded CIP support:** Darren Monico, supported by Shawn Hurtig, operates as an in-office extension of the EPW Engineering Division, focusing on project tracking, documentation, agency/utility coordination, and regular communication with the Engineering Division Manager.
- **Flexible transportation support:** Dan Brinkman provides part-time, on-call transportation engineering assistance that can scale between approximately 5-10 hours per week, depending on project schedules and investigation needs.
- **Full project lifecycle coverage:** Lucas Deferville and Mark Hamilton ensure that when projects move into construction or require survey and ROW support, the Village has access to construction observation and survey expertise consistent with IDOT and local standards.
- **Municipal mindset:** With former municipal staff and long-time local government consultants on the team, communication, public expectations, and fiscal-year delivery pressures are understood and built into how the team will support Schaumburg day-to-day.

# STATEMENT OF AVAILABILITY



GHA can dedicate the proposed team to Schaumburg's Supplemental Engineering Services engagement within the timeframes and hour ranges described in the RFP, with built-in flexibility to respond to short-notice needs. The team structure is intentionally sized so that the Village receives consistent, named leads for each service area, backed by additional staff who can step in as workload fluctuates over the fiscal year.

## CIP PROJECT MANAGER AVAILABILITY

GHA will assign Darren Monico as the primary CIP Project Manager, with capacity to work on-site at EPW within the Village's expected upper limit of 40 hours per week, as determined in coordination with the Engineering Division Manager.

Darren will be supported by Shawn Hurtig and other GHA staff for document review, tracking, and coordination tasks so that coverage is maintained during peak periods or when multiple projects require simultaneous attention.

## TRANSPORTATION ENGINEERING AVAILABILITY

GHA will assign Daniel Brinkman as the Transportation Engineering lead, with availability in the anticipated range of 5–10 hours per week, scalable up or down based on project schedules and investigation needs identified by the Transportation Department.

Additional transportation staff within GHA can be brought in under Dan's direction if short-term demands (e.g., multiple traffic studies or concurrent reviews) temporarily exceed the typical weekly range, while remaining within the agreed lump-sum authorization.

## CAPACITY, SHORT-NOTICE RESPONSE, AND COMMUNICATION

The core Schaumburg team is fully committed to taking on this engagement without displacing existing obligations; GHA's broader municipal practice provides depth to absorb short-notice assignments or schedule shifts without compromising service quality.

Communication will center on regular check-ins with the Engineering Division Manager and Transportation leadership to confirm office hours for the CIP Project Manager, prioritize tasks, and quickly adjust workload as new projects or issues arise.

GHA will use the Village's preferred communication channels (email, phone, and virtual or in-person meetings) and can provide prompt responses to day-to-day questions, aligning with the RFP's emphasis on availability and responsiveness.

# COST PROPOSAL

| | | | Kyle Johnson | | | Darren Monico | | | Lucas Deferville | | | Mark Hamilton | | | Dan Brinkman | | | Shawn Hurtig | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Project** | **Phase** | **FY27 Budget** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Hours** | **Rate** | **Extension** | **Total** |
| CMP Storm Sewer Replacement / Rehabilitation – Multiple Projects | Design | $ 343,500 | 20 | $ 270.00 | $ 5,400.00 | 30 | $ 270.00 | $ 8,100.00 | 5 | $ 235.00 | $ 1,175.00 | 3 | $ 215.00 | $ 645.00 | | $ 235.00 | | 100 | $ 220.00 | $ 22,000.00 | **$ 37,320.00** |
| Meacham and Golf Bike Path | Construction | $ 100,000 | 5 | $ 270.00 | $ 1,350.00 | 10 | $ 270.00 | $ 2,700.00 | 2 | $ 235.00 | $ 470.00 | 2 | $ 215.00 | $ 430.00 | | $ 235.00 | | 45 | $ 220.00 | $ 9,900.00 | **$ 14,850.00** |
| Metra Parking Lot East – Lighting Improvements | Construction | $ 11,000 | | $ 270.00 | | 2 | $ 270.00 | $ 540.00 | | $ 235.00 | | | $ 215.00 | | | $ 235.00 | | 10 | $ 220.00 | $ 2,200.00 | **$ 2,740.00** |
| Plum Grove Road Pedestrian Crossing – Sherwood Lane (Entrance to Spring Valley Nature Center) | Design | $ 150,000 | 10 | $ 270.00 | $ 2,700.00 | 10 | $ 270.00 | $ 2,700.00 | 3 | $ 235.00 | $ 705.00 | 3 | $ 215.00 | $ 645.00 | 2 | $ 235.00 | $ 470.00 | 60 | $ 220.00 | $ 13,200.00 | **$ 20,420.00** |
| Traffic Signal Cabinet and Controller Replacement Program | Construction | $ 22,000 | 3 | $ 270.00 | $ 810.00 | 5 | $ 270.00 | $ 1,350.00 | | $ 235.00 | | 1 | $ 215.00 | $ 215.00 | 2 | $ 235.00 | $ 470.00 | 20 | $ 220.00 | $ 4,400.00 | **$ 7,245.00** |
| Walnut Lane Resurfacing – Bode Road to Schaumburg Road | Construction | $ 360,000 | 25 | $ 270.00 | $ 6,750.00 | 30 | $ 270.00 | $ 8,100.00 | 5 | $ 235.00 | $ 1,175.00 | 5 | $ 215.00 | $ 1,075.00 | 2 | $ 235.00 | $ 470.00 | 150 | $ 220.00 | $ 33,000.00 | **$ 50,570.00** |
| General Consulting and Support | N/A | N/A | 90 | $ 270.00 | $ 24,300.00 | 65 | $ 270.00 | $ 17,550.00 | 15 | $ 235.00 | $ 3,525.00 | 10 | $ 215.00 | $ 2,150.00 | | $ 235.00 | | 120 | $ 220.00 | $ 26,400.00 | **$ 73,925.00** |
| | | | | | | | | | | | | | | | | | | | | **Total Services** | **$ 207,070.00** |
| | | | | | | | | | | | | | | | | | | | | **Total Reminbursibles** | **$ 2,000.00** |
| | | | | | | | | | | | | | | | | | | | | **Total Proposal** | **$ 209,070.00** |

*All project costs are estimates and actual cost of service will be based upon the requested hours of support by staff

GEWALT HAMILTON ASSOCIATES, INC.

*An Employee-Owned Company*

# GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:

# 2026

The following rates will remain in effect until December 31, 2026,
at which time they are subject to an annual increase:

| | |
|---|---|
| PRINCIPAL | $285.00 |
| SENIOR PROJECT MANAGER II | $270.00 |
| SENIOR PROJECT MANAGER I | $235.00 |
| PROJECT MANAGER II | $215.00 |
| PROJECT MANAGER I | $190.00 |

| | |
|---|---|
| ENGINEER VI | $235.00 |
| ENGINEER V | $210.00 |
| ENGINEER IV | $195.00 |
| ENGINEER III | $180.00 |
| ENGINEER II | $165.00 |
| ENGINEER I | $155.00 |

| | |
|---|---|
| LAND SURVEYOR IV | $225.00 |
| LAND SURVEYOR III | $185.00 |
| LAND SURVEYOR II | $164.00 |
| LAND SURVEYOR I | $144.00 |

| | |
|---|---|
| GIS TECHNICIAN IV | $200.00 |
| GIS TECHNICIAN III | $170.00 |
| GIS TECHNICIAN II | $140.00 |
| GIS TECHNICIAN I | $120.00 |

| | |
|---|---|
| ENVIRONMENTAL RESOURCE SPECIALIST IV | $210.00 |
| ENVIRONMENTAL RESOURCE SPECIALIST III | $185.00 |
| ENVIRONMENTAL RESOURCE SPECIALIST II | $160.00 |
| ENVIRONMENTAL RESOURCE SPECIALIST I | $145.00 |

| | |
|---|---|
| ENGINEER TECHNICIAN V | $220.00 |
| ENGINEER TECHNICIAN IV | $180.00 |
| ENGINEER TECHNICIAN III | $160.00 |
| ENGINEER TECHNICIAN II | $135.00 |
| ENGINEER TECHNICIAN I | $100.00 |

| | |
|---|---|
| LANDSCAPE ARCHITECT | $190.00 |

| | |
|---|---|
| DATA MANAGER | $170.00 |
| DATA TECHNICIAN III | $160.00 |
| DATA TECHNICIAN II | $140.00 |
| DATA TECHNICIAN I | $110.00 |

| | |
|---|---|
| CAD MANAGER | $240.00 |
| CAD TECHNICIAN III | $165.00 |
| CAD TECHNICIAN II | $135.00 |
| CAD TECHNICIAN I | $110.00 |

| | |
|---|---|
| ADMINISTRATIVE II | $120.00 |
| ADMINISTRATIVE I | $100.00 |

| | |
|---|---|
| ACCOUNTING MANAGER | $210.00 |
| ACCOUNTING II | $150.00 |
| ACCOUNTING I | $140.00 |

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

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Resolution No. R-26-_____A Resolution Authorizing the Village Manager and Village Clerk to Execute an Agreement for the Supplemental Engineering Services for the Engineering and Public Works and Transportation Departments with Michael Baker International.**
**05/26/26**
**Village Board**

Presenter: Brent R. McQueen, Engineering Division Manager
Lead Department: Engineering and Public Works

| Account(s): | Budget: | Expense Request: |
|---|---|---|
| 1014015-7223 | $190,930 | $190,760 |
| 1014720-7223 | $20,000 | $19,845 |

The budget status for this request is: Under Budget

Amount Under Budget: $325

***Executive Summary:***

The Village of Schaumburg issued a Request for Proposal (RFP) seeking qualified professional engineering and project management firms to provide supplemental engineering services in the Engineering and Public Works and Transportation Departments. These services are intended to supplement existing staff resources and assist with delivery of the Village's capital improvement program. The selected firm will provide daily project management support for the Engineering and Public Works Department. The selected firm will provide on-call services for the Transportation Department, including plan reviews, feasibility studies, preparation of cost estimates, and other various tasks.

For the past three (3) fiscal years, Chastain & Associates has provided project management support and engineering oversight services for the Engineering and Public Works and Transportation Departments in lieu of adding full-time staff. That agreement will conclude on April 30, 2026. Accordingly, the Village solicited proposals from qualified firms to provide these services for FY 26/27, with the option to extend the agreement for up to two (2) additional one-year terms.

During FY 26/27, the consultant is anticipated to assist with oversight of the following major projects:

- Sewer Analysis – Vital Streets
- Priority Sanitary Sewer Rehabilitation - Cedarcrest
- Priority Sanitary Sewer Rehabilitation – North Braintree
- Priority Sanitary Sewer Rehabilitation – Walnut & Kessel
- Priority Sanitary Sewer Rehabilitation – Bode Lift Station Basin
- Priority Sanitary Sewer Rehabilitation – Walnut Lane Sub Basin
- Woodfield Road Resurfacing – Plum Grove Road to Meacham Road

On March 20, 2026, staff released the RFP for the Supplemental Engineering Services. Four (4) proposals were received. Engineering and Public Works staff reviewed and evaluated the submittals in accordance with the Village's consultant selection policy.

Based on the evaluation process, staff determined that it is most advantageous to distribute the workload among two consultants to ensure efficient project delivery and appropriate allocation of resources. Following this review, Michael Baker International, of Chicago, Illinois, was identified as the most qualified firm to provide engineering services for the listed projects. The firm demonstrated strong experience with similar municipal projects, and key staff assigned to this work are already familiar with several of the identified projects, allowing for a seamless transition and continuity of service.

The total budget for Supplemental Engineering Services includes $400,000 for Engineering and Public Works and $20,000 for Transportation services. The Engineering and Public Works budget is to be divided between two consultants, with $190,930 allocated for this agreement. Michael Baker International submitted a cost proposal of $190,760 for Engineering and Public Works services, which is $170 under the allocated amount. In addition, the firm submitted a cost proposal of $19,845 for Transportation services, which is $155 under budget.

***Recommended Action:***

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement for Supplemental Engineering Services with Michael Baker International of Chicago IL, in the amount of $210,605.00, and approve the required Resolution.

**ATTACHMENTS:**
- Qualifications Table
- Resolution
- PSA
- Michael Baker Proposal

**Qualifications Table Supplemental Engineering Services**

| Average Ratings | | Gewalt Hamilton | | HLR, Inc. | | Michael Baker International | | Hanson Professional | |
|---|---|---|---|---|---|---|---|---|---|
| *Criteria* | *Weight* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* | *Rating (0-100)* | *Total* |
| Technical Qualifications and Approach | 20% | 86.7 | 17.3 | 86.7 | 17.3 | 86.7 | 17.3 | 86.7 | 17.3 |
| Project Team/Capabilities | 30% | 90.0 | 27.0 | 86.7 | 26.0 | 88.3 | 26.5 | 88.3 | 26.5 |
| Municipal Experience | 20% | 90.0 | 18.0 | 86.7 | 17.3 | 90.0 | 18.0 | 86.7 | 17.3 |
| Value | 15% | 86.7 | 13.0 | 88.3 | 13.3 | 90.8 | 13.6 | 81.7 | 12.3 |
| Availability and Responsiveness | 15% | 90.0 | 13.5 | 88.3 | 13.3 | 90.0 | 13.5 | 88.3 | 13.3 |
| | **Total** | **88.8** | | **87.2** | | **89.0** | | **86.7** | |

**RESOLUTION NO. R-26-____**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE SUPPLEMENTAL ENGINEERING SERVICES FOR THE ENGINEERING AND PUBLIC WORKS AND TRANSPORTATION DEPARTMENTS WITH MICHAEL BAKER INTERNATIONAL**

**WHEREAS**, the President and Board of Trustees wish to execute an agreement with Michael Baker International of Chicago, IL for the Supplemental Engineering Services; and

**WHEREAS,** it would be in the best interests of the citizens of Schaumburg to execute the attached Agreement, Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:**

**SECTION ONE:** That the Village Manager and Village Clerk be and hereby are authorized and directed to execute the attached Agreement, Exhibit "A", between the Village of Schaumburg Michael Baker International of Chicago, IL**.**

**SECTION TWO**: That the Village Manager and Village Clerk be and hereby are authorized to sign any documents in furtherance of this Resolution.

**SECTION THREE:** That this Resolution shall be in full force and effect after passage and approval as required by law.

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED AND APPROVED** this _____ day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk

**VILLAGE OF SCHAUMBURG**
**PROFESSIONAL SERVICES AGREEMENT FOR**
**Supplemental Engineering Services with Michael Baker International**

**THIS AGREEMENT** is dated as of the ____ day of _____, 20__ (***"Agreement"***) and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation (***"Village"***) and the Consultant identified in Subsection 1A below.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Consultant Firm Name: Michael Baker International
Street Address: 200 West Adams Street Suite 1800
City, State, Zip: Chicago, IL 60606
Telephone: 847-417-4180
Email: david.lawry@mbakerintl.com

**B. Project Description.**
Supplemental Engineering Services with Engineering and Public Works and Transportation Departments. Detailed Scope of Services included in the Request for Proposals for Supplemental Engineering Services, a copy of which is attached as Exhibit RFP to this Agreement.

**C. Representations of Consultant**. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit 1 to this Agreement (***"Services"***). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit 1 in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**D. Agreement Amount**. The total amount billed by the Consultant for the Services under this Agreement shall not exceed $210,605.00, as outlined in Exhibit 1, including reimbursable expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties or on the date specified in Exhibit 1 (the ***"Commencement Date"***). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than 365 days after the date of the execution of this Agreement (***"Time of Performance"***).

**D. Reporting.** The Consultant shall regularly report to the Village, regarding the progress of the Services during the term of this Agreement.

## SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

**A. Agreement Amount.** The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.

**B. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit 1. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit 1. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

**C. Records.** 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 records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

**D. Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

**E. Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**F. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

## SECTION 4. PERSONNEL; SUBCONTRACTORS.

**A. Key Project Personnel.** The Key Project Personnel identified in Exhibit 1 shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

## SECTION 5. CONFIDENTIAL INFORMATION.

**A. Confidential Information.** The term ***"Confidential Information"*** shall mean information designated as "Confidential" in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement (***"Time of Disclosure"***); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** 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 unless required to perform the Services set forth in this Agreement. The Consultant shall be permitted to disclose Confidential Information as necessary to its subcontractors to fulfill the obligations required by this Agreement. 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 subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

## SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

**A. Standard of Care.** The Consultant warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in the same locale in existence at the time of performance of this Agreement. The standard of care expressed shall be in addition to any other representations expressed in the Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance either of the Village or the Consultant, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Consultant's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

**C. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit 2 to this Agreement. But in no event shall any work begin without an insurance certificate or policy having been provided and approved by the Village. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including without limitation at all times to meet the Standard of Care requirements of Subsection 6(A) of this section.

**D. No Personal 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. Likewise, no claims or suits shall be made against the employees of the Consultant as a result of the execution of this Agreement.

## SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing, in or done pursuant to this Agreement, shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A) (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) (4).

**E. Patriot Act Compliance.** The Consultant represents and warrants to the *Village* that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

**F. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit 1. The Consultant may also terminate the Agreement in the event the Village fails to make payment for services rendered, but only after the Consultant has provided written notice to the Village of the lack of payment and allowed the Village 30 days to make payment or contest the payment or amount.

**G. Term.** The time of performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village determines that all of the Services under this Agreement are completed or upon final payment to Consultant. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

**H. Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable building and zoning statutes, ordinances, rules, and regulations, and the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Village and made known to the Consultant with respect to this Agreement or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

**I. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that permits completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other material requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

**1. Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

**2. Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of reasonable actions taken by the Village in response to any Event of Default by the Consultant.

**J. No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

**K. Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

**L. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the work and with any other consultants engaged by the Village.

**M. News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village

**N. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village upon payment of all sums due and owing Consultant under the Agreement. Any reuse of Documents other than for the purposes of this Agreement shall be at Village risk and Consultant shall not be liable for any reuse of the Documents.

**O. GIS Data.** ***[NOTE: Use this only if applicable]*** The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;

b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village;

c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

## SECTION 8. GENERAL PROVISIONS.

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

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

**D. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Schaumburg 714 S. Plum Grove Road
Schaumburg, Illinois 60193
Attention: Ogar Somo, P.E., CFM
E-mail: osomo@schaumburg.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Consultant Firm Name: Michael Baker International
Street Address: 200 West Adams Street Suite 1800
City, State, Zip: Chicago, IL 60606
Attention: David Lawry
Facsimile: _____
Email: david.lawry@mbakerintl.com

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

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

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

**H. Governing Laws.** This Agreement shall be interpreted according to the laws of the State of Illinois.

**I. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

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

**K. Exhibit.** Exhibits 1 and 2, are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

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

***[SIGNATURES FOLLOW]***

**VILLAGE OF SCHAUMBURG**

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

**CONSULTANT**

By: _____

TITLE: Vice President

ATTEST:

By: _____

TITLE: Project Manager

**EXHIBIT 1**

**SCOPE OF SERVICES**

**AGREEMENT AMOUNT**

***[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]***

***[INCLUDE HOURLY RATES, LUMP SUM AMOUNTS, REIMBURSABLE COSTS, SCHEDULE FOR LUMP SUM OR INSTALLMENT PAYMENTS, INVOICE FORMAT, ETC.]***

***[SHALL INCLUDE SCHEDULE]***

## EXHIBIT 2

## INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, borrowed or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$1,000,000 Bodily Injury and Property Damage $2,000,000 Aggregate

Coverages shall include:

- Broad Form Property Damage Endorsement
- Broad Form Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Umbrella Policy or Excess liability Insurance with a limit of liability of not less than $2,000,000.

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance, except professional liability, on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per claim/$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out deviation from the professional standard of care set forth in the Agreement. If the policy is a claims made policy, it shall remain in effect for 5 years after the work has been completed.

F. Village as Additional Insured. Village shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Village as follows: Village of Schaumburg, including its Board members and elected and appointed officials, its officers, and employees.

G. Other Parties as Additional Insureds. In addition to Village, the following parties shall be named as additional insured on the following policies:

| Additional Insured | Policy or Policies |
|---|---|
| _____ | _____ |
| _____ | _____ |

The Consultant will provide certificates of insurance evidencing the types and limits of insurance specified. The certificates of insurance will specifically address each of the requirements noted. All insurance noted is primary and in no event will be considered contributory to any insurance purchased by the Village.

The same full insurance coverage provided to the named insured, whether it is the Consultant or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage.

Any and all deductibles or other forms of retention are the responsibility of the Consultant. All deductibles or other forms of retention are subject to the approval of the Village. Consultant will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Consultant waives any right of subrogation it may have or later acquire against the Village.

The Consultant shall not allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Consultant and their subcontractor(s) shall maintain all insurance required for not less than one (1) year after completion of this contract except professional liability which shall be for 5 years.

Michael Baker
INTERNATIONAL

VILLAGE OF SCHAUMBURG

PROPOSAL FOR:

# SUPPLEMENTAL ENGINEERING SERVICES

APRIL 3, 2026

SUBMITTED BY:

**MICHAEL BAKER INTERNATIONAL, INC.**

SUBMITTED TO:

**VILLAGE OF SCHAUMBURG**
**ENGINEERING AND PUBLIC WORKS**

Ogar Somo, P.E., CFM
Senior Civil Engineer
Village of Schaumburg, Department of Engineering and Public Works
714 S. Plum Grove Road
Schaumburg, IL 60193

Michael Baker INTERNATIONAL

**RE: Village of Schaumburg - Supplemental Engineering Services**

Dear Mr. Somo,

With a complex, multi-year Capital Improvement Program involving multiple funding sources and overlapping project phases, the Village of Schaumburg's (Village) priority is to have consistent oversight and seamless delivery of engineering services. At the same time, the Village requires responsive transportation and mobility support that sustains a safe, efficient, and resilient network for all stakeholders. Central to Michael Baker International's (Michael Baker) approach to the Village's Supplemental Engineering Services is a steadfast commitment to the Village's highest priority: guaranteeing uninterrupted continuity of service. By selecting Michael Baker, the Village retains the same experienced professionals who have been providing direct support to the TIF and EPW programs, bringing a seamless transition with no loss of institutional knowledge, no onboarding time, and no interruption to the high-touch support the Village expects.

MICHAEL BAKER OFFERS THE VILLAGE THE FOLLOWING BENEFITS:

## UNINTERRUPTED PROGRESS THROUGH PROVEN EPW/CIP PROGRAM EXPERTISE

Michael Baker offers immediate continuity with no onboarding, no loss of institutional knowledge, and no delay in execution. Our engineering leadership team, David Lawry, PE, MPA, James "Jay" Beverly, Scott Shirley, PE, Jeffrey Maczko, PE, CFM, brings extensive experience working within Schaumburg's project environment and other municipal settings. David, Scott, and Jeffrey are also Illinois-licensed professional engineers. Upon initiation of the TIF Support Services contract, Scott will transition to Michael Baker, with Jay transitioning upon selection for the Supplemental Engineering Services effort. This approach brings consistent daily presence, rapid responsiveness, and seamless coordination with Village staff.

## DELIVERING CAPITAL PROGRAMS WITH CLARITY, CONTROL, AND CONFIDENCE

Proven program-level management systems give the Village the confidence to deliver a complex, interdependent capital program without disruption. Through disciplined project controls, risk management, and consultant oversight, we operate as an extension of Village staff, offering transparent budgets, clear reporting, and decision-ready information for the Engineering Division Manager and Village leadership. Additionally, building on lessons learned from the North Schaumburg TIF contract, this Supplemental Engineering Services contract presents an opportunity, if desired, to consolidate all project management efforts with one firm and one unique leader providing the oversight, limiting Village staff's contract management efforts. These gained insights and systems drive predictable schedules, faster resolution of issues, and proactive communication, ensuring steady progress across the entire program.

## ACCELERATING TRANSPORTATION PROJECTS WITH ON-DEMAND EXPERTISE

Immediate access to a transportation-centric, multidisciplinary bench allows the Village to advance projects more quickly while strengthening in-house capacity. Our local roadway, traffic, signal, and construction management specialists resolve issues in real time, sustain momentum across all phases, and minimize downstream risk during design, permitting, and construction. Amy Salisbury, PE, PTOE, brings Village experience and will provide transportation support, backed by the Michael Baker Transportation Practice, and is readily available for any as-needed services.

Michael Baker brings a rare "owner's perspective" that shapes every decision we make and every recommendation we provide, and this combination of trusted personnel, program-level expertise, disciplined management practices, and immediate technical support uniquely positions Michael Baker to protect the Village's investment and guide the CIP program with stability, clarity, and confidence.

We appreciate your consideration and look forward to the opportunity to continue supporting the Village. Should you have any questions or require additional information, please contact me at 847-417-4180 or david.lawry@mbakerintl.com. We acknowledge and affirm that this proposal remains valid for 90 days from bid opening.

Sincerely,
MICHAEL BAKER INTERNATIONAL, INC.

Scott Rodseth, PE
Vice President / Office Executive
224-828-2911 | scott.rodseth@mbakerintl.com

David Lawry, PE, MPA
Public Works / Municipal Technical Contract Managers
847-417-4180 | david.lawry@mbakerintl.com

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APPENDIX:
Vendor Questionnaire

# 1 FIRM DESCRIPTION

Michael Baker INTERNATIONAL

Michael Baker is a leading provider of engineering and consulting services with practices that encompass all facets of infrastructure, including design, civil engineering, planning, architecture, environmental, construction, and program management. For more than 85 years, the company has been a trusted partner to municipal governments, providing comprehensive services and solutions. The firm's more than 6,000 employees across nearly 100 locations are committed to *Making a Difference* for clients and communities through a culture of innovation, collaboration, and technological advancement.

Michael Baker's Chicago office opened in 1977 and currently has over 80 specialized staff, including municipal support engineers, technical managers, professional engineers, structural engineers, certified floodplain managers, and construction inspectors, in-house. Below is a summary of our general firm background and experience.

**Chicago Office Expertise:**

- Roadway Planning & Design
- Bridge Planning & Design
- Bridge Inspection & Load Rating
- Construction Services
- Traffic Engineering
- Traffic Signals
- Street Lighting
- Storm Water Planning & Design
- Permitting
- Green Infrastructure
- Wetlands
- Environmental Planning/NEPA
- Design-Build

## CIP PROJECT MANAGEMENT

Michael Baker delivers comprehensive program management services that help municipalities plan, coordinate, and implement complex, multi-year capital programs with clarity, discipline, and predictability. Our team integrates directly with local agencies to provide owner's-representative leadership, aligning scopes, schedules, budgets, and stakeholder expectations across dozens of interdependent projects.

We bring structured program controls, clear communication pathways, and transparent reporting practices that enable public agencies to make informed decisions quickly and confidently. From establishing program frameworks and developing procurement strategies to orchestrating consultant teams, maintaining interdepartmental alignment, and tracking progress in real time, our approach makes sure that each project within the program advances in a coordinated, efficient, and fiscally responsible manner.

Our management services emphasize continuity, accountability, and risk-informed execution. We embed disciplined processes, such as integrated master scheduling, portfolio-level budget management, quality review procedures, action-item tracking, and structured issue escalation, to identify challenges early and maintain momentum across all phases of work. These capabilities are strengthened by our multidisciplinary in-house bench of engineers, planners, construction specialists, and technical reviewers who support rapid problem-solving without the delays of additional procurements.

Whether coordinating design and construction efforts, overseeing land acquisition dependencies, managing developer interfaces, or delivering complete, audit-ready documentation, Michael Baker provides the steady leadership and technical rigor required to help communities deliver high-impact capital programs on schedule, within budget, and aligned with long-term strategic goals.

## TRANSPORTATION

Michael Baker works closely with local municipalities and state agencies in Illinois to enhance and maintain roadways, ensuring they serve all modes of transportation efficiently and safely. Our services encompass comprehensive highway planning, design, and construction, covering every phase from conceptual and preliminary engineering studies to final design and implementation. Our highway design projects are diverse and tailored to meet the unique needs of each community.

We specialize in developing new roadway corridors to improve connectivity and reduce congestion, offering integrated design and construction services for streamlined project delivery, and collaborating with private entities to fund and execute large-scale infrastructure projects. We also design intricate urban interchanges to enhance traffic flow and safety, address the specific needs of both rural and urban environments to guarantee safe and efficient travel, and enhance intersections to reduce accidents and improve traffic movement.

Additionally, we promote alternative transportation modes by designing safe and accessible bike paths and pedestrian crossings, and create aesthetically pleasing and functional streetscapes that enhance the urban environment.

### Village of Schaumburg

**Walnut Lane STP Resurfacing Improvements and Multi-Use Path, Phase I/Phase II**




Michael Baker was selected by the Village to provide Phase I and Phase II engineering services for the Walnut Lane STP Resurfacing and Multi-Use Path Project–demonstrating our active presence in the community and our strong working relationships with staff across both the Engineering & Public Works and Transportation Departments.

## TRAFFIC ENGINEERING/SIGNALS

In today's world of rapidly growing travel demand and tighter social and financial constraints on new highway construction, traffic engineering is increasingly critical to the success of our transportation systems. We know that society can no longer simply build its way out of traffic congestion, and that creative traffic engineering is the key to operating existing highways more efficiently. At Michael Baker, we take traffic engineering seriously because we are keenly aware of the tremendous impact traffic has on our daily lives.

### Traffic Analysis

Michael Baker has completed traffic studies and systems analysis to improve mobility for all users from small, suburban communities to large urban settings. Our team leverages VISSIM, CORSIM and SYNCHRO modeling to support these analysis. We have utilized modeling and 3D schematic design, to create visualizations/renderings to feature in the public and stakeholder involvements. Our traffic analysis can also include predictive safety analysis related to accident reduction and safety improvements.

### Traffic Signals and Design

Michael Baker has provided engineering and design services for Traffic Signal Modernization projects with coordinated signal timing, PS&E design and system integration services for upgrades to city signals. Our team is dedicated to safety for all modal users by applying proven solutions including curb extensions, countdown pedestrian signals, reflectorized backplates, and APS pushbuttons.

## STRUCTURAL PLANNING & DESIGN

Michael Baker addresses bridge design, construction, and preservation challenges with innovative and sustainable solutions. Leveraging our depth and versatility, we have partnered with clients on a full spectrum of bridge types, from conventional-grade separations to major, complex river crossings including trusses, arches, box girders, and cable-stayed bridges. Our expertise also extends to the design of culverts and pedestrian bridges, ensuring safe and efficient crossings for both vehicles and pedestrians.

Michael Baker as a firm consistently ranks as an ENR Top 5 Bridge Design firm and remains at the forefront of bridge innovation, demonstrating continued leadership by applying the latest advancements in bridge design, construction, and inspection to our projects. Our bridge teams collaborate nationwide to design and build innovative structures that serve as the backbone of our nation's infrastructure for the millions of people who safely travel across them each day.

## CONSTRUCTION ENGINEERING

Michael Baker provides innovative and cost-effective solutions to meet every modern construction project need. By partnering with our clients through all phases of construction, beginning with pre-design all the way through closeout, we are able to meet aggressive schedules safely and on budget. We provide qualified construction managers, inspectors, constructibility reviewers, schedulers, and estimators dedicated to adding value and driving efficiency

As technologies evolve, we deliver creative ideas and advanced techniques to maintain and deliver even the most complex construction projects. We utilize e-Construction to provide electronic construction administration, management, and collaboration software and devices to strengthen workflow, increase transparency, improve safety, enhance quality, and save time and money.

We also use 4D Building Information Modeling (BIM) to maintain construction schedules and minimize conflicts and delays, which assists in the management and administration of complex construction projects.

Finally, we utilize sUAS drones to monitor construction progress and perform regular flights of project sites.

### Elk Grove Village

**Wellington Ave. and Leicester Rd. Over Lake Cosman Culvert Improvements Project**



Michael Baker provided Phase III engineering for Elk Grove Village's $4.2M Leicester Road and Wellington Avenue Culvert Replacement Project, delivering new precast concrete arch culverts in a tight residential area near a hospital–successfully managing complex constraints and sensitive stakeholders.

## STORM WATER/PERMITTING

As our population and metropolitan areas grow, the efficient storage and conveyance of clean, secure water, and the transport and disposal of residual wastes are vital to our well-being

Major rain events and natural disasters, such as hurricanes and floods, tax our nation's storm water and wastewater infrastructure. We understand the critical importance of our aging infrastructure, and we make it a priority to assist clients in continually improving these systems for future generations.

Our water professionals provide innovative consulting, planning, and engineering solutions for the entire spectrum of the water cycle. Protection and management of water resources starts at the watershed level and follows the movement of water through urban and agricultural areas, streams, lakes and reservoirs, water distribution systems, wastewater collection systems, and water/wastewater treatment plants. Our storm water team is experienced in storm water modeling, planning, designing, detention basins, culverts, flood control/ management, and watershed planning.

# 2 STATEMENT OF UNDERSTANDING

The Village of Schaumburg seeks professional engineering services to support the Engineering & Public Works (EPW) and Transportation Departments by supplementing existing staff capacity with experienced engineering professionals who can operate seamlessly as an extension of Village personnel. Michael Baker fully understands that the Village's priority is ensuring continuity, stability, responsiveness, and high-quality technical stewardship across its Capital Improvement Program (CIP) and transportation initiatives.

## UNDERSTANDING OF THE VILLAGE'S NEEDS AND EXPECTATIONS

The Village is managing an increasingly complex CIP portfolio that spans roadway improvements, multimodal transportation facilities, stormwater and sanitary sewer infrastructure, utility coordination, grant-funded projects, and multiyear project phases. With more than $450 million programmed over the next five years, Schaumburg requires supplemental engineering support that can immediately integrate with Village processes, uphold local standards, coordinate with external agencies, and make sure projects remain on schedule and within budget.

The Engineering Division's responsibilities include planning, design oversight, multi-agency coordination, construction administration, grant management, permitting, and the continuous monitoring of budgets, schedules, and consultant performance. We understand that the CIP Project Manager will serve as an embedded extension of EPW staff, providing full time on-site support as needed, conducting weekly coordination with the Engineering Division Manager, managing multiple active projects simultaneously, preparing and reviewing project documentation, reviewing plats and easements, and facilitating meetings with internal staff, consultants, contractors, and outside agencies including IDOT, Cook County, DuPage County, MWRD, and utilities. The position also delivers the capital and transportation initiatives.

Similarly, the Transportation Department requires targeted engineering services to support 5–10 hours of weekly technical work, performed primarily remotely, including traffic studies, sight distance evaluations, intersection performance assessments, signage and striping evaluations, review of development-related transportation studies, and support for the Village's Traffic Impact Fee program. We understand that these services must be delivered flexibly in response to departmental needs, with availability for Village meetings, public engagement, and field reviews when necessary.

Across both departments, the Village expects these services to provide:

- Continuity of staffing and minimal turnover
- Rapid responsiveness to changing workloads
- Institutional knowledge to reduce onboarding time
- Strong project controls, including cost, schedule, and quality oversight
- Seamless communication with Village staff, consultants, and stakeholders
- Strict adherence to the Village's standards, processes, and expectations
- Non-conflict provisions, making sure no proposals on projects the CIP PM is managing

## UNDERSTANDING OF THE VILLAGE'S DESIRE FOR CONTINUITY AND INSTITUTIONAL KNOWLEDGE




Michael Baker recognizes that Schaumburg values staff consistency and the ability of supplemental personnel to operate with the perspective of an internal Village engineer. We are uniquely positioned to meet this need.

Our proposed team includes multiple former local government engineers, each of whom brings firsthand experience from roles such as Public Works Director, Village Engineer, Assistant Director, or Capital Program Manager. This includes:

- **James (Jay) Beverly** – Proposed lead CIP Project Manager (former municipal engineer).
- **Scott Shirley, PE** – Currently performing supplemental engineering support for the Village, joining Michael Baker full-time in April. Also former Public Works Director in a nearby community.
- **Dave Lawry, PE** – Former Public Works Director for the Village of Schaumburg and other nearby communities.
- **Jeffrey Maczko, PE, CFM** – Nearly 20 years of municipal engineering experience including roles as Village Engineer and Senior Civil Engineer in nearby communities.

Additionally, Michael Baker is beginning work for the Village on the North 90 TIF District, an assignment that aligns closely with the responsibilities outlined in this RFP. Our continued involvement within this geographic area strengthens our understanding of Village processes, staff expectations, internal systems, and reporting preferences.

## UNDERSTANDING OF STAFFING EXPECTATIONS

Michael Baker understands the Village's expectations regarding staffing levels and availability:

### *CIP PROJECT MANAGER:*

- Full-time availability, with on-site hours coordinated with EPW
- Ability to increase staffing support during workload surges
- Capacity to manage multiple projects spanning design, permitting, bidding, and construction
- Integration into Village systems and communication platforms

### *TRANSPORTATION ENGINEERING SERVICES:*

- Led by Amy Salisbury, PE, supported by Michael Baker's traffic engineering practice
- Weekly availability consistent with the Village's 5–10 hour expectation
- Capacity to scale support upward as needed
- Ability to attend on-site meetings or field visits upon request

This staffing model gives the Village the reliability of a full-time project manager combined with the technical bench strength required for more specialized transportation needs.

# WHY MICHAEL BAKER?

## Unique Strengths and Alignment with the Village's Priorities

Michael Baker brings a combination of experience and continuity unmatched by any other proposer:

- **Staff who have worked inside the Village, understand local processes, and maintain longstanding relationships with Schaumburg personnel**
- **An established presence in ongoing Village work (North 90 TIF and EPW Capital Project Support)**
- **A team deeply familiar with IDOT, Cook County, DuPage County, MWRD, FHWA, CMAP, NWMC, and the permitting and funding environment Schaumburg operates within**
- **Extensive experience managing federally funded projects (STP, CMAQ, MFT, TIF)**
- **A strong owner's perspective grounded in decades of municipal service**
- **A scalable team able to absorb workload fluctuations and maintain project momentum**

Michael Baker fully understands and embraces the Village's objectives: to secure a trusted partner who can integrate seamlessly into operational workflows, maintain continuity, solve problems proactively, uphold the Village's standards, and safeguard the successful delivery of capital and transportation initiatives.

# 3 PROJECT APPROACH

***Michael Baker understands the Village's need for flexible, experienced supplemental engineering services that integrate seamlessly with Engineering and Public Works staff. Our approach emphasizes reliability, responsiveness, technical excellence, and cost-effective service delivery while maintaining clear communication and accountability throughout the assignment. Our services are structured to provide consistent leadership, experienced project management, and specialized technical support aligned with the Village's priorities and workload demands.***

## PROJECT MANAGEMENT AND OVERSIGHT

Project oversight will be provided by a designated Contract Manager, who will serve as the primary point of accountability for quality, staffing, and performance. David Lawry, PE, MPA has been identified as the Contract Manager for this effort. The Contract Manager will make sure that all assigned staff are responsive to Village needs, that services align with project goals, and that work products meet or exceed professional standards. Staffing will be scaled based on workload and task complexity. Qualified, cost-effective staff will be utilized where appropriate to manage budgets without compromising quality or schedule. Regular coordination with Village leadership will guarantee expectations are clearly understood and consistently met.

## DEDICATED TEAM AND CONTINUITY OF SERVICE

Upon award, Scott Shirley, PE will serve as one of the Project Managers, providing project oversight, coordination, and rapid responsiveness. Scott's role preserves institutional knowledge and eliminates learning curves, while adding the depth, stability, and multidisciplinary support of Michael Baker's Chicago office. Other Project Managers will include Jay Beverly and Jeffrey Maczko, PE, CFM. We will maintain an onsite presence within EPW, be available as needed, and manage hours consistent with the Village's expectations for the role, including the onsite work area and the 40-hour weekly upper limit without the Engineering Division Manager's consent.

### Long-Term Partnership & Confidence

***James (Jay) Beverly, who will serve as your a CIP Project Manager, has agreed to join Michael Baker specifically for this assignment. Jay will be 100% available and fully dedicated to Schaumburg, providing the consistency, capacity, and hands-on leadership required to manage the Village's multi-phase, multi-year capital program. Jay brings deep municipal project management expertise, and his commitment to join our team for this engagement reflects our shared priority of delivering stable, high-quality service for the entirety of the contract.***

## MANAGEMENT PHILOSOPHY: OPERATING AS AN EXTENSION OF STAFF

Village staff are delivering a broad CIP; our responsibility is to reduce their coordination burden. We will function as an extension of Village staff, integrating schedules, budgets, risks, and any coordination required across all CIP projects. Our cadence includes weekly working sessions to drive tasks, budgets, and schedule commitments; monthly executive reviews to confirm priorities and surface risks; and standing coordination with design teams, construction managers, utilities, and permitting agencies.

Communications will follow a defined workflow so decisions are made once, clearly documented, and tracked to completion

## COMMUNICATION WORKFLOW

All communications center on a single point of accountability, the Contract Manager, who routes information through the Engineering Division Manager and others as directed. Inputs (field issues, submittals, schedule updates, budget changes) flow to the Project Managers, are assessed for scope/schedule/cost impacts, and are summarized into decision-ready options for the Engineering Division Manager. Outputs (decisions, directives, action items) are logged, assigned, and time-boxed, with status reported at weekly work sessions and monthly executive reviews. Meeting minutes and an Outstanding Action Item Log will be issued after progress meetings to maintain a single source.

## EPW CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT MANAGEMENT

Michael Baker will provide comprehensive Capital Improvement Program (CIP) project management support, integrating immediately with ongoing projects while maintaining continuity for carryover work. The assigned CIP Project Managers (PM) will work closely with the Engineering Division Manager to establish an appropriate work schedule and maintain regular communication regarding project status, priorities, and emerging issues.

Key CIP PM responsibilities include:

- Rapid familiarization with active, proposed, and long-range CIP projects, including the five-year capital program.
- Day-to-day management of Village retained consultants, including coordination, schedule tracking, and milestone monitoring.
- Proactive identification and reporting of schedule, budget, or scope risks, with recommended corrective actions.
- Preparation and submission of clear, concise weekly and monthly project status reports.
- Budget tracking, invoice review, payment processing, and coordination of grant reimbursement requests.
- Review of plans, construction documents, cost estimates, plats, surveys, and easement documentation.
- Scheduling and participation in project meetings, field reviews, inspections, and closeout activities.
- Coordination with outside agencies, utilities, and regulatory bodies to support timely permitting and approvals.
- Bid review assistance and award recommendations based on compliance, cost, and qualifications.

When appropriate and when approved by the Engineering Division Manager, qualified support staff, including survey, inspection, or construction personnel, may be utilized to perform specific tasks efficiently and economically.

## TRANSPORTATION ENGINEERING SERVICES

Transportation engineering services will be provided on an as-needed basis to support studies, reviews, and operational needs for the Village's transportation system. Services will be coordinated to minimize costs while maintaining technical rigor and responsiveness to departmental needs. The PM assigned for this effort is **Amy Salisbury, PE, PTOE.** Amy will report to the Director of Transportation or the Transportation Program Manager. Amy's qualifications are detailed later in this document.

*Transportation CIP support elements may include:*

- 90N Transit Access
- Update to Traffic Impact Fee Study
- Higgins Road Bike Path
- Rodenburg Road Resurfacing
- Traffic Signal Cabinet Improvements
- Traffic Signal Video Detection Improvements
- Commerce Drive Reconstruction
- Algonquin Road Bike Path
- North Meacham Road Corridor Streetscape Phase III

*Transportation CIP assistance may include:*

- Project report and document reviews
- Plan set reviews
- Reviews of plats, surveys, and easement documentation
- Review of project cost estimates
- Attending project-related meetings as needed
- Project coordination with outside agencies, including but not limited to: IDOT, Cook County, Tollway, etc.
- Review of all applicable permitting
- Review of bids and provide award recommendations
- Review of any capital improvement plans related to village traffic signals

*Michael Baker will provide oversight and technical assistance related to traffic studies and investigations. This includes:*

- Investigating various engineering issues such as sight distance studies, signage requests, intersection evaluations, etc.
- Recommend solutions to address identified engineering issues, including supporting documentation for the recommended solution, such as technical resources, preliminary cost estimate, etc.

*As-needed Transportation support may include:*

- Review of development proposals and/or traffic studies with complex traffic engineering issues.
- Assistance with traffic impact fee management.
- Provide engineering services for small projects, where soliciting proposals would not be economically advantageous to the Village.

## PROGRAM CONTROLS, REPORTING, AND TRANSPARENCY

From mobilization, we will implement a scheduling matrix that maps coordination across our assigned projects and reports out information to the Village's CIP dashboard and CIP Monthly Project Status Update format. This framework surfaces scope changes, schedule pressures, and cost trends early, and it standardizes reporting so leadership receives consistent, comparable information each month. We will manage the project budgets, including construction, professional services, and other expenses, and submit a monthly budget status report. Required meeting documentation (agenda, minutes, action logs) will be issued after each progress meeting to sustain predictability and accountability across teams.

### Simplifying Program Management Through Coordinated Oversight

***Informed by our experience on the North Schaumburg TIF contract, this Supplemental Engineering Services contract presents an opportunity, should the Village choose, to streamline project management through a single firm and a dedicated Contract Manager. Applying established processes, program controls, and lessons learned helps minimize contract administration demands while driving predictable schedules, faster issue resolution, and steady programwide progress.***

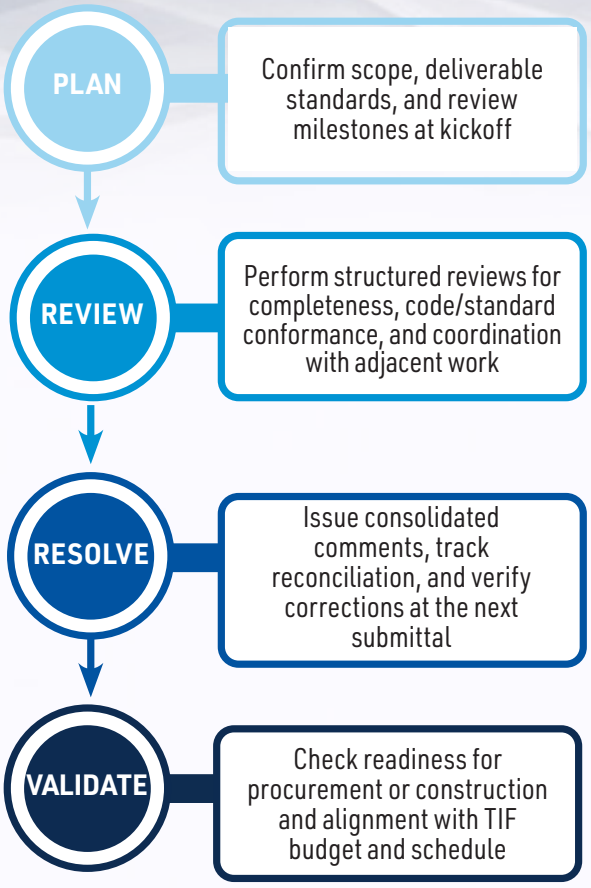
## IN-HOUSE TECHNICAL BENCH—ANCILLARY, ON-CALL SUPPORT

Technical specialties are ancillary and engaged only as needed to keep projects moving. When design or construction questions arise, our Chicago-based specialists in roadway design, construction management, drainage and stormwater design, traffic and traffic signal design, street lighting, structural review, and certified planning, are available for rapid consultation. This allows the Project Manager to validate consultant submittals quickly and maintain schedule momentum without separate procurements or delays.

## QUALITY MANAGEMENT FOR SUBCONSULTANTS AND ENGINEERS

Michael Baker, when required, can prepare scopes and procurement documents, conduct technical evaluations, and provide award recommendations. Throughout this effort, Michael Baker will apply a defined quality management (QM) process to all Village-hired consultants:

- Plan
- Review
- Resolve
- Validate




This QM loop is embedded in our meeting cadence and deliverable tracker, and is reinforced during preconstruction meetings and construction phase oversight. We will oversee design phase and construction phase PM responsibilities, including preconstruction meetings, public-facing communications requirements, construction coordination, and documentation quality control.

## BUDGET AND SCHEDULE ISSUE MANAGEMENT (EARLY WARNING → MITIGATION → DECISION)

Our Project Managers will review and validate cost estimates for future project budget requests and fiscal planning. When a variance is detected, we will:

- **Flag Early**: Record the issue in the risk register with quantified cost/schedule exposure
- **Stabilize:** Direct immediate containment steps (scope clarification, design adjustment, staging change, utility coordination)
- **Develop Options:** Provide the Engineering Division Manager with two to three decision alternatives including budget and schedule impacts
- **Decide and Communicate:** Document the selected path, update the matrix, and push directives through the action log
- **Monitor:** Track residual risk until closed. This is the same discipline we will use for change management (review, written recommendation, and, if directed, negotiation of change orders for Village approval) and payment reviews, both progress and final. We will coordinate final inspections for substantial completion and lead lessons learned meetings with documented summaries.

## STAKEHOLDER ENGAGEMENT AND PUBLIC INTERFACE

Public meetings are typically led by Village staff; however, we can plan and run stakeholder sessions with the community, utilities, and permitting agencies, ensuring agendas are outcome-oriented and decisions are recorded in the action log.

## AVAILABILITY, PROXIMITY, AND RESPONSIVENESS

Key team members live adjacent to Schaumburg and can be onsite at short notice for unscheduled meetings, developer issues, utility conflicts, or field conditions. We will use the onsite EPW work area, align availability with the Village's "as needed" expectation, and scale hours during high activity periods only with the Engineering Division Manager's consent. This model mirrors the responsiveness of internal staff and sustains the personalized attention the Village expects.

## COMPLIANCE AND INDEPENDENCE

To preserve independence and avoid conflicts, we understand we cannot submit a proposal or enter into an agreement for services on any project assigned to the Michael Baker team. We will fully comply while coordinating, overseeing, and holding Village hired consultants accountable to scope, schedule, budget, and quality requirements.

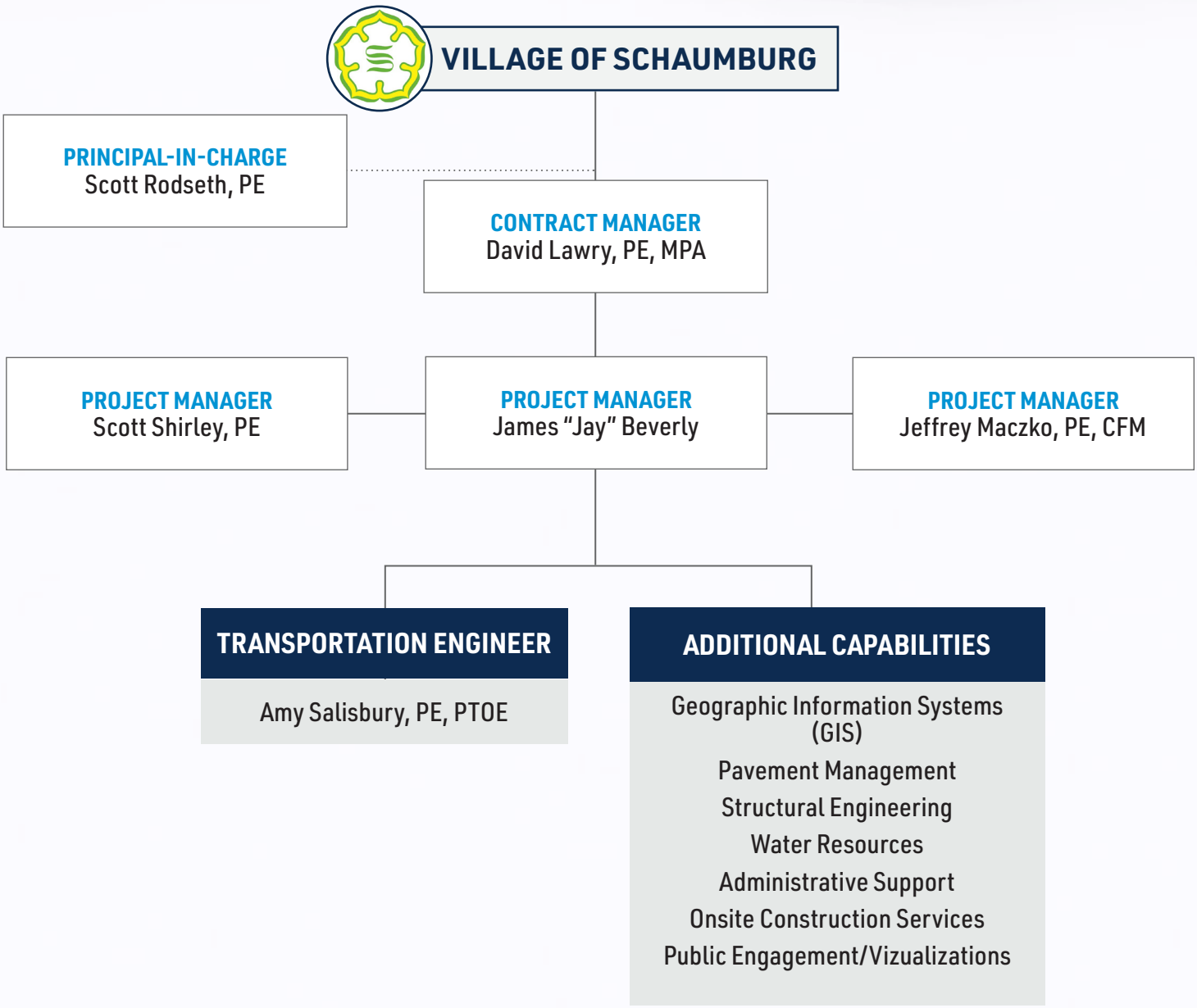
## MOBILIZATION AND SEAMLESS TRANSITION

Because the Village is retaining the same trusted leaders it knows today, mobilization is swift: within days, we will confirm protocols, finalize onsite logistics, assimilate current files/budgets/schedules, and publish an initial integrated schedule with near-term milestones and critical path items. There is no onboarding delay, no relearning of history, and no disruption to active work, only an immediate extension of staff supported by disciplined program controls.

***The Michael Baker approach restores the continuity, structure, and high touch attention that the Village values most, while providing the transparency and accountability expected of a best practice municipal CIP program. The result is fewer surprises, faster decisions, and a predictable cadence that keeps the CIP aligned with your objectives throughout the engagement.***

# 4 STATEMENT OF QUALIFICATIONS

## ORGANIZATIONAL CHART




### Scalable Expertise the Village Can Leverage as Needs Evolve

*Our role extends beyond program management oversight to include the full capabilities of a multidisciplinary firm the Village can leverage as priorities change. In addition to a dedicated Contract Manager, core project management team, and transportation engineer, the Village gains access to specialized in-house experts on an as-needed basis. This model enables efficient scaling of services without the administrative effort of procuring additional consultants, while providing targeted support to resolve technical issues, inform decisions, and maintain momentum across multiple projects.*

# KEY PERSONNEL



## Contract Manager
David, Lawry, PE, MPA

- 40 years of civil engineering, public works, and municipal leadership experience, including 23 years serving as Engineering and Public Works Director, Director of Village Operations, Public Services Director, and Public Works Director in multiple communities.
- Familiarity with Schaumburg, having served as a key municipal leader with direct oversight of capital programs, infrastructure systems, and multi-department coordination.

### RELEVANT EXPERIENCE
- Annual Street Program (2018-2025), Village of Schaumburg
- Engineering and Public Works Support Services (2019-2026), Village of Schaumburg
- Interim Engineering Division Manager, Village of Schaumburg
- Driector of Engineering and Public Works (2014-2018), Village of Schaumburg



## Project Manager
James "Jay" Beverly

- Familiarity with Schaumburg, having served as a key municipal leader with direct oversight of capital programs, infrastructure systems, and multi-department coordination as Project Manager for the $4.5 million dollar 2025 Street project and 2025 Water Valve replacement project.
- 35 years of experience in civil engineering with extensive Phase I, II, and III project delivery for municipalities.

### RELEVANT EXPERIENCE
- EPW Support Services, Village of Schaumburg
- Annual Street Program (2025), Village of Schaumburg
- Annual Street Program (2019-2025), Village of Barrington



## Project Manager
Scott Shirley, PE

- Over 40 years of municipal public works and engineering leadership, including decades as Director of Public Works & Engineering in Arlington Heights and Des Plaines, and Assistant Director in Wheeling.
- Direct Schaumburg experience with both the EPW Support Services contract and the TIF Support Services contract, and serving as Interim Engineering Division Manager for the Village.

### RELEVANT EXPERIENCE
- Schaumburg EPW Support Services and TIF Support Services
- Interim Engineering Division Manager, Village of Schaumburg
- Director of Public Works and Engineering, Village of Arlington Heights



## Project Manager
Jeffrey Maczko, PE, CFM

- Born and raised in Schaumburg and now residing just minutes from the Village, brings a genuine understanding of the community, offering insight, proximity, and responsiveness that only comes from being local.
- Experience with Schaumburg-specific processes, including recent Phase I/II work for Walnut Lane, collaboration with IDOT D1 BLRS, and support on TIF-funded municipal infrastructure programs.
- 20 years of experience in civil engineering with extensive Phase I, II, and III project delivery for municipalities, counties, IDOT, and the Illinois Tollway.

### RELEVANT EXPERIENCE
- Walnut Lane STP Resurfacing and Multi-Use Path, Village of Schaumburg
- Wellington Avenue and Leicester Road Culvert Over Lake Cosman Culvert Improvements Project, Village of Elk Grove Village
- Oak Avenue Roadway Realignment, Village of Bartlett – Phase I and II



## Transportation Engineer
Amy Salisbury, PE, PTOE

- Experience in traffic signal design, cabinet/controller upgrades, and APS installations.
- Familiarity with Village processes and procedures, including recent experience on the Walnut Lane STP Resurfacing project with Schaumburg.

### RELEVANT EXPERIENCE
- Walnut Lane STP Resurfacing and Multi-Use Path, Village of Schaumburg
- Oak Avenue Roadway Realignment, Village of Bartlett – Phase I and II
- Sauk Trail and Governor's Highway Phase II, IDOT

***The Village can have full confidence in our ability to manage and deliver the CIP Program, supported by project experience that stands unrivaled in scope and relevance. Our team has repeatedly delivered complex municipal, transportation, and infrastructure programs for communities across the region, demonstrating the same qualities Schaumburg identifies as essential: strong program leadership, schedule discipline, budget stewardship, responsiveness, and seamless coordination across departments and agencies.***

# RELEVANT EXPERIENCE

***Our project experience highlights more than technical expertise; they illustrate a proven record of solving the exact challenges the Village faces today. From multi-year capital improvement programs to high-impact roadway and utility upgrades, our work has consistently shown that we understand how municipalities operate. Each project demonstrates how we have delivered measurable improvements, strengthened community infrastructure, and supported municipal staff as a true extension of their team.***

| | |
|---|---|
| **PROJECT NAME/ CLIENT** | **Engineering & Public Works Supplemental Engineering Support**<br>Village of Schaumburg, Illinois |
| **SCOPE OF WORK** | Providing the Village of Schaumburg with comprehensive supplemental engineering and project management support to stabilize operations and maintain continuity across the EPW, Community Development, and Transportation Departments since 2021.<br><br>Responsibilities include managing capital improvement projects, providing utility permit review, supporting construction oversight, and delivering technical expertise needed to sustain a growing and increasingly complex Capital Improvement Program.<br><br>As part of this engagement, staff serve in key operational roles, including interim leadership within the Engineering Division, ensuring uninterrupted oversight of design, permitting, and project delivery functions. Staff has managed a wide range of Village infrastructure initiatives, such as roadway resurfacing programs, storm sewer and drainage upgrades, sanitary sewer basin rehabilitation under MWRD mandates, and multi use path and bicycle facility improvements–helping the Village advance high priority CIP projects. |
| **PROJECT TEAM** | David Lawry, PE, MPA / Scott Shirley, PE |
| **PROJECT REFERENCE CONTACT INFORMATION** | Brent McQueen, Engineering Manager<br>847-923-6628; bmcqueen@schaumburg.com |

| | |
|---|---|
| **PROJECT NAME/ CLIENT** | **90 North Schaumburg TIF District Project Management Services**<br>Village of Schaumburg, Illinois |
| **SCOPE OF WORK** | Since 2019, providing comprehensive project and program management services for the Village of Schaumburg's 90 North TIF District, one of the Village's largest and most active redevelopment areas. The role includes overseeing the implementation of the TIF Capital Improvement Plan (CIP) and supporting the planning and programming of future infrastructure projects.<br><br>Responsibilities include managing day-to-day project delivery, coordinating with Village leadership, staff, regulatory agencies, and private developers, and representing the Village's interests across all TIF initiatives. The work also supports strategic redevelopment goals, promotes inter-agency coordination, and makes sure projects align with the Village's long-term vision for 90 North.<br><br>Additional duties include construction oversight and field inspection for major capital projects such as the Meacham/Algonquin Road intersection improvements, 90 North Park (Phases 1–3), irrigation systems, the Shared Street Project, Thoreau Drive realignment, Meacham Road streetscape improvements, and the Walden Subdivision water and sanitary study. This work supports contractor coordination, project documentation, and quality assurance.<br><br>The scope also includes utility coordination and development review, ensuring private development within the TIF complies with Village standards. This flexible, scalable service model provides the Village with consistent technical leadership and continuity throughout the TIF's redevelopment lifecycle. |
| **PROJECT TEAM** | David Lawry, PE, MPA / Scott Shirley, PE |
| **PROJECT REFERENCE CONTACT INFORMATION** | Brent McQueen, Engineering Manager<br>847-923-6628; bmcqueen@schaumburg.com |

| | |
|---|---|
| **PROJECT NAME/ CLIENT** | **Walnut Lane STP Resurfacing Improvements and Multi-Use Path, Phase I/ II**<br>Village of Schaumburg, Illinois |
| **SCOPE OF WORK** | This project includes a concurrent Phase I and Phase II engineering designs for the resurfacing of Walnut Lane from Schaumburg Road to Bode Road in the Village of Schaumburg. Improvements included resurfacing, pavement patching, the addition of an off-road concrete multi-use path, ADA improvements, signage, and pavement striping improvements in a residential corridor. Michael Baker is conducting topographic survey, geotechnical investigation, preliminary site assessment, wetland assessments, utility coordination, traffic analysis, crash analysis, public information meetings, and completion of a Project Development Report to obtain Phase I approval from IDOT District 1. Phase II engineering includes preparation of geometric plans, project specifications, construction estimates, and coordination with outside agencies including IDOT District 1 BLRS, Cook County, and utility companies. Funding for the design engineering of this project is with local Village funds. |
| **PROJECT TEAM** | Scott Rodseth, PE / Jeffrey Maczko, PE, CFM |
| **PROJECT REFERENCE CONTACT INFORMATION** | Brent McQueen, Engineering Manager<br>847-923-6628; bmcqueen@schaumburg.com |

| | |
|---|---|
| **PROJECT NAME/ CLIENT** | **2018-2025 Annual Street Program**<br>Village of Schaumburg, Illinois |
| **SCOPE OF WORK** | Provided Phase II design and Phase III construction engineering services for the Village's annual Street program since 2018. The program provides capital improvements and preventative maintenance to 210 miles of industrial and residential streets, parking lots, airport pavements, bike paths, and enhanced pedestrian crosswalks. In addition to the street improvements, the program has included over 20,000 feet of water main and storm sewer improvements, requiring coordination between separate water main and pavement contractors.<br><br>Scope includes construction layout, observation, documentation, and closeout for all improvements, as well as planning, survey, design, and bid document preparation for the following year. Our designs utilize various pavement rehabilitation treatments, including preventative rejuvenators, traditional mill and overlay, structural overlays, and modified and full reconstructions of the roadways. The scope also includes robust community outreach management, including residential mailings and daily responses to Customer Service Requests. During 2022, the project completed 5.46 miles of street improvements, 23.7 miles of preventative surface treatments, and 9,674 feet of water main replacement. The original construction contract value was $8,734,124. The final construction cost was $7,977,093, 9% less than the awarded contract price. The Annual Street Program is funded locally. |
| **PROJECT TEAM** | David Lawry, PE, MPA / Jay Beverly |
| **PROJECT REFERENCE CONTACT INFORMATION** | Brent McQueen, Engineering Manager<br>847-923-6628; bmcqueen@schaumburg.com |

| | |
|---|---|
| **PROJECT NAME/ CLIENT** | **Wellington Ave. and Leicester Rd. Over Lake Cosman Culvert Replacement**<br>Village of Bensenville Public Works |
| **SCOPE OF WORK** | This project included replacement of two existing CMP culverts with new three-sided precast concrete structures on Wellington Avenue and Leicester Road over Lake Cosman in Elk Grove Village. Work included MOT for completed roadway closures, coffer dam installation, removal of existing CMP culverts and concrete headwalls, lowering of ductile iron watermain in casing pipes, structure excavation for footings, precast structure installation, backfilling, roadway reconstruction, and landscape restoration. Michael Baker coordinated with residents, the Village of Elk Grove Village, and the IDOT Field Engineer (District 1) throughout construction as well as provided Phase III inspection, documentation, and material testing services. Funding for this project was a combination of STPBridge funds administered by IDOT District 1 Local Roads and local Village funds. |
| **PROJECT TEAM** | Jeffrey Maczko, PE, CFM |
| **PROJECT REFERENCE CONTACT INFORMATION** | Kenneth Jay, PE, Deputy Director of Public Works<br>Direct: 847.734.8077, kjay@elkgrove.orgs |

# 6 STATEMENT OF AVAILABILITY

## CAPACITY AND CAPABILITY TO PERFORM THE OUTLINED SCOPE IN A TIMELY MANNER

Michael Baker affirms that our proposed team has the time, capacity, and resources required to fully support the Village of Schaumburg throughout this engagement. **Upon award, Jay Beverly will join Michael Baker full time and will serve as an on site Project Manager, with no competing assignments (100% available).** This will allow a consistent on-site presence, as necessary, for immediate responsiveness, and a project manager whose full professional focus is the Supplemental Engineering support.

To provide structured leadership and continuity, David Lawry, PE, MPA will serve as Contract Manager, assumed at approximately five hours per week. David will oversee CIP controls, risk identification, cross department coordination, and executive level guidance. This planned allocation makes sure the Village receives consistent senior direction while maintaining flexibility to increase involvement during periods of heightened activity. **David is available up to 100% of his time to devote to the Village if desired including, the previously awarded TIF Support Services and the Engineering Support Services, as he has no other competing assignments.**

Scott Shirley, PE will provide support of his ongoing CIP projects while also supporting Jay's efforts and Michael Baker's commitment to the Village for TIF support. Jeffrey Maczko, PE, CFM will enhance the teams efforts also managing projects as schedules demand or project needs expand, providing the Village with dependable surge capacity during overlapping construction, consultant procurement cycles, or accelerated development coordination. Finally, Amy will provide support as-needed to the Transportation Department up to 10 hours per week with current capacity to do so. All five individuals reside in close proximity to Schaumburg and can be on site within minutes, meeting the Village's requirements for short notice availability and rapid response.

Beyond these core staff, Michael Baker's Chicago based multidisciplinary bench remains available on an as needed basis to support schedule critical technical issues. These resources allow us to validate consultant deliverables quickly and resolve technical questions without delay or new procurement. Our internal workload planning has already reserved the necessary capacity to support this engagement, ensuring the Village receives dependable and uninterrupted coverage from award through completion.

# 7 COST PROPOSAL

## PROJECT COSTS

The following Cost Proposal outlines our recommended staffing structure, proposed hourly rates, and optional support staff classifications to successfully manage and advance Supplemental Support Services of the CIP. Our approach is tailored to provide the Village with flexible, scalable, and cost efficient support that aligns with the scope of services and the anticipated project needs.

This section details the dedicated Contract Manager, Project Manager, and Project Engineer roles, the availability of additional management support as needed, and the suite of technical, construction, and administrative resources that can be deployed to meet project specific demands. It also includes our anticipated effort across the individual projects identified in the RFP, ensuring clear visibility into the staffing levels, responsibilities, and cost expectations required to deliver consistent, high quality program management for the Village.

These rates include any vehicle use expenses and we will bill the Village monthly for services rendered. We commit to these rates for May 1, 2026 to April 30, 2027 to remain in alignment with the Village's fiscal year and contract period for this work.

## PRIMARY LEADERSHIP TEAM

**Contract Manager**
David Lawry, PE, MPA | $206/hr
- Responsible for executive-level oversight and coordination with the Engineering Division Manager and high level issue resolution.

**Project Managers**
Jay Beverly | $189 /hr
Scott Shirley, PE & Jeff Maczko, PE, CFM | $202/hr
- Serve as project managers for CIP execution, schedules, budgets, consultant coordination, and reporting.

**Project Engineer**
Amy Salisbury, PE, PTOE | $189/hr
- Provides project management support as needed for the Transportation Department.

The anticipated labor effort and program costs are estimated on the following page.

## SUPPORT PERSONNEL – AS REQUIRED

To complement our program management team, we have assembled a flexible bench of technical, engineering, and administrative support personnel whose services can be deployed as project needs evolve. These professionals provide targeted expertise in areas such as design review, construction oversight, utility coordination, CADD/GIS support, and project administration, ensuring that the Village receives the right level of support at the right time. The following proposed rates for support personnel reflect the range of skills and disciplines available to supplement the management team and maintain continuity and efficiency across all assigned projects.

| | |
|---|---|
| **Civil Associate** | $115 to $125/hour |
| **Civil Engineer I / II** | $140 to $175/hour |
| **Construction Inspector / Resident Engineer** | $135 to $175/hour |
| **Traffic/Transportation Engineer** | $140 to $175/hour |
| **CADD Designer / Technician** | $135 to $165/hour |
| **GIS Technician** | $145 to $175/hour |

The specific need, scope, and utilization of any support personnel will be coordinated in advance with, and subject to approval by, the Village's Engineering Division Manager to bring alignment with project priorities and budget expectations. No support staff will be engaged without prior Village authorization and resumes and qualifications for proposed personnel can be provided at any time at the Village's request to confirm technical fit, experience, and availability.

# VILLAGE OF SCHAUMBURG - LABOR SCHEDULE FOR ENGINEERING SUPPORT SERVICES FY20207 (HRS/MONTH)

| | | | 2026 | | | | | | | | 2027 | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PROJECT | Work Type | Manager | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | Total Hours | Hourly Rate | Cost |
| Contract Support | Support | Contract Manager | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 10 | 10 | 20 | 20 | 20 | 220 | $206 | $45,320 |
| CMP Storm Sewer Repacement/ Rehabilitation - Multiple Projects | Design | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Meacham and Golf Road Bike Path | Construction Eng. | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Metra Parking Lot East - Lighting Improvements | Construction Eng. | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Plum Grove Road Pedestrian Crossing - Spring Valley | Design | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Priority Sanitary Sewer Rehab. - Multiple Projects | Design | Project Manager | 24 | 24 | 24 | 24 | 24 | 24 | 20 | 20 | 20 | 20 | 20 | 20 | 264 | $202 | $53,328 |
| Sanitary Sewer Analysis and Rehab - ACP | Construction Eng. | Project Manager | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 144 | $202 | $29,088 |
| Sewer Analysis - Vital Streets | Design | Project Manager | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 | $202 | $9,696 |
| Traffic Signal Cabinet and Controller Repl. Program | Construction Eng. | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Walnut Lane Resurfacing - Bode Road to Schaumburg Road | Construction Eng. | Project Manager | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 |
| Woodfield Road Resurfacing - Plum Grove to Meacham | Construction Eng. | Project Manager | 24 | 24 | 24 | 24 | 24 | 24 | 20 | 20 | 20 | 20 | 20 | 20 | 264 | $202 | $53,328 |
| Transportation Support | Support | Project Engineer | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 8 | 8 | 8 | 9 | 9 | 105 | $189 | $19,845 |
| | | | | | | | | | | | | | | | | | |
| TOTAL HOURS | | | 93 | 93 | 93 | 93 | 93 | 93 | 85 | 74 | 74 | 84 | 85 | 85 | 1045 | | $210,605 |

***We look forward to meeting with Village staff upon selection to confirm that our staffing allocations, availability assumptions, and anticipated level of effort align precisely with the Village's needs and preferences. Our team is fully prepared to adjust involvement to match the Village's expectations for service levels, presence, and responsiveness.***

# APPENDIX

**1. Authorized Person(s)**

Please provide the following information for each person(s) authorized to submit a response on behalf of your organization:

| | |
|---|---|
| Name | **Scott Rodseth** |
| Title | **Vice President / Office Executive** |
| Phone Number | **224-828-2911** |
| Email Address | **scott.rodseth@mbakerintl.com** |

**2. Equal Employment Opportunity Clause***

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Village of Schaumburg does not discriminate on the basis of disability status in admission or access to, or treatment or employment in, its programs and activities.

☑ Confirmed

**3. Alternates***

Please provide any proposed substitution to the specifications in this solictation for consideration by the Village of Schaumburg. If you will not be requesting any alternates, please provide a document stating that.

VENDOR_QUESTIONNAIRE_9.3_MBI.pdf

**4. Bid Sheet***

By submitting a response to this solicitation, the authorized person(s), confirms having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price as provided with their response.

The Proposer certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the Village reserves the right to reject any and all Proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

The Proposer proposes to complete the following project as more fully described in the specifications for the following: in this solicitation document.

☑ Confirmed

**5. Subcontractor Utilization***

If it is the Contractor’s intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor’s company name, address, telephone and fax numbers, and a contact person’s name at the time of Proposal submittal.

☑ Confirmed

**6. Subcontractor***

Will you be utilizing a subcontractor?

No

**7. Subcontractor Information***

Please provide the following information for each subcontractor that will be utilized on this project:

Subcontractor's Company Name
Address
Telephone
Email Address
Contact Person's Name at the time of Proposal Submittal

If no subcontractor will be utilized, please type "N/A".

N/A

**8. Indemnification***

The Proposer hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Proposer be held

responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

☑ Confirmed

**9. Not Barred by Law***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, is not barred by law from submitting a Proposal to the Village for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or 720 ILCS 5/33-4 (Proposal Rotating).

☑ Confirmed

**10. Not Delinquent in Payment***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1.

☑ Confirmed

**11. Drug-Free Workplace***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, provides a drug free workplace pursuant 30 ILCS 580/1, et seq.

☑ Confirmed

**12. Substance-Abuse Program***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 265/1 et. seq., Public Act 095-0635

☑ Confirmed

**13. Illinois Human Rights Act***

By submitting a response to this solicitation, the Proposer hereby certifies that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that on behalf of the organization, is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

☑ Confirmed

**14. Detail Exceptions Sheet***

Any exceptions must be clearly noted on the Detail Exceptions Sheet(s). Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE SUBMITTED WITH THE BID RESPONSE.

Please download the below documents, complete, and upload.

> *Detail_Exceptions_Sheet.pdf*

Detail_Exceptions_Sheet_(1).pdf

---

**15. Provide 3 Municipal Government References***

Project Name: **See Pages 13-14 of proposal.**

Year Completed: **See Pages 13-14 of proposal.**

Location and Agency: **See Pages 13-14 of proposal.**

Contact Person Name and Number: **See Pages 13-14 of proposal.**

VILLAGE OF SCHAUMBURG

# AGENDA ITEM SUMMARY

**Resolution No. R-26-_____A Resolution Approving and Authorizing a Cook County Class 6B Real Estate Tax Classification for 415 E. State Parkway, Schaumburg, Illinois (415 E State LLC).**
**05/26/26**
**Village Board**

Presenter: Liz Dechant, Assistant Director of Economic Development
Lead Department: Economic Development

***Executive Summary:***

415 E State LLC is requesting a Cook County Class 6B at 415 E. State Parkway to support the purchase of the 76,098 square foot industrial building that was previously occupied by MLRP 415 State Parkway LLC operating as the Pull'R Holding Company. The Applicant anticipates closing on the Subject Property in June 2026 for $7.15M, contingent on the approval of the Class 6B incentive, and reaching full occupancy of the property in July 2026. At that point, the property will have reached nearly 15 months of continuous vacancy. Therefore, the Village incentive request is done with "special circumstances."

The property will serve as the new corporate headquarters for Boiler Equipment Company LLC and their business entity IA Manufacturing LLC. They plan to consolidate and relocate four existing business entity locations, currently in Oakbrook Terrace, Lombard, and Montgomery, IL and Atlantic, IA, into the property, which will be used for warehousing, repairing and selling boiler equipment. They plan to bring 25 full-time employees. The applicant will invest $940,000 to improve the property with five upgraded cranes, upgraded electrical service, new solar panels and EVA chargers, tuckpointing, and an interior office buildout.

***Recommended Action:***

The Village Manager recommends the Finance, Legal, Administrative and General Government Committee recommend to the Village Board approval of a Development Agreement for a Cook County Class 6B property tax incentive at 415 E. State Parkway for 415 E State LLC with special circumstances.

**ATTACHMENTS:**
- 6B Application 415 E State LLC.pdf
- Resolution 415 E State LLC R-26-.pdf
- RDA 415 E State LLC.pdf
- Memo for SBDC 415 E State Parkway BEC.pdf

"DATE-STAMP"


**FITZGERALD LAW GROUP, P.C.**

PRACTICE LIMITED TO PROPERTY TAXATION

7035 HIGH GROVE BOULEVARD
BURR RIDGE, ILLINOIS 60527-7504

TELEPHONE (630) 371-4000

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WWW.PROPERTYTAX.COM

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PURCHASING

FEB 13 2026

RECEIVED

February 12, 2026

Mr. Matt Frank, Director
Economic Development Department
Village of Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60193-1899

**Re: Class 6B Incentive Eligibility Application**
415 East State Parkway, Schaumburg, Illinois 60173
PIN: 07-11-303-004-0000

Dear Mr. Frank:

Enclosed please find an application for a 6B, as well as a copy of the Class 6B Eligibility Application and supporting documents for the captioned property, which have been submitted to the Cook County Assessor's office. On behalf of the applicant, 415 E State LLC, I hereby request a resolution from the Village of Schaumburg in support of and consenting to a Class 6B Incentive on the captioned property.

Enclosed, please find the following documents in support of the applicant's request:

- Village of Schaumburg Community Development Department 6B Application;
- Cook County Assessor's office Class 6B Incentive Eligibility Application;
- Incentives Class Living Wage Ordinance Affidavit;
- Applicant's summary in support of 6B Eligibility Application;
- Purchase and Sale Agreement (Exhibit "A");
- Identification of Persons or Entities Having an Interest (Exhibit "B");
- Background on Boiler Equipment Company (Exhibit "C");
- Legal description of subject property (Exhibit "D");
- ALTA Survey (Exhibit "E");
- Description of Intended Property Use (Exhibit "F");
- Proposed Development and Estimated Costs (Exhibit "G");
- Listing brochure (Exhibit "H");
- 2025 Vacancy Affidavit (Exhibit "I");
- 2026 Vacancy Affidavit (Exhibit "J"); and
- Check in the sum of $500.00 for the application fee to the Village of Schaumburg

Cordially,

**FITZGERALD LAW GROUP, P.C.**

Mary Kathleen Fitzgerald
Attorney at Law

Enclosures
MKF/dlr

"DATE-STAMP"

RECEIVED

FEB 13 2026

PURCHASING

VILLAGE OF SCHAUMBURG

**Community Development Department**
**6B APPLICATION**
101 Schaumburg Court, Schaumburg, IL 60193-1899
(Phone) 847.923.4430 (Fax) 847.923.4421

1. BACKGROUND INFORMATION:

a. Applicant: 415 E State LLC
Address: 1 Oakbrook Terrace, Suite 505
City: Oakbrook Terrace State: IL Zip: 60181
Telephone: 630-368-0332
(Number at which applicant can be reached during business hours)
Fax Number: n/a
E-mail Address: dsusin@industrialsteam.com

b. Chief Executive Officer:
Dominic J. Susin, Manager

c. Principle Contact Person: Mary Kathleen Fitzgerald
Title: Attorney at Law
Address: Fitzgerald Law Group, P.C. 7035 High Grove Boulevard
City: Burr Ridge State: IL Zip: 60527
Telephone: 630-371-4000
Fax Number: n/a
E-mail Address: ap@fitzgeraldlg.com

2. Name and addresses of commercial bankers that may be contacted for references:
Bank: Tyler McAdams, Fifth Third Bank 847-653-7690 tyler.mcadams@53.com
Address: 1400 16th Street
City: Oak Brook State: IL Zip: 60523

Bank: n/a
Address: n/a
City: n/a State: n/a Zip: n/a

3. Brief description of business, including history and type of ownership (attach additional information if deemed necessary): BEC Equipment LLC (Boiler Equipment Company) is a Manufacturers Representative in the boiler industry. Its primary focus is to sell new equipment in the Chicago area and to maintain installed equipment throughout the region by its service group.

4. Current facility location and reason for establishing new facility:

Address: 1 Oakbrook Terrace, Suite 505

City: Oakbrook Terrace State: IL Zip: 60181

Reason: Currently the company has warehouse and office space in Oakbrook Terrace, Lombard and Montgomery. This facility will consolidate those locations. A complete list of existing facility addresses is included in attached Exhibit "B"

5. Major products of the company: Boilers, burners and deaerators

6. Names of two or more customers: Chicago Transit Authority, Illinois Institute of Technology, Baxter Healthcare, Northwestern Memorial Hospital

7. Proposed location:

Address: 415 East State Parkway, Schaumburg, Illinois 60173

Parcel Identification Number: 07-11-303-004-0000

8. Project Value:

Land: $ n/a

Building: $ 7,300,000 (purchase price plus construction)

Personal Property: $ 150,000

Equipment: $ Included in personal property

9. Present Zoning Classification: M-P - Planned Manufacturing

10. Size of new facility in square feet: 76,098 square feet (existing)

11. Area of land required by the new facility in square feet or acres: 222,335 square feet (existing)

12. Environmental Impact (Check if you will have an impact):

| | | Yes | No |
|---|---|---|---|
| a. | Pollution as defined by EPA standards: | | |
| | 1. Water/type of effluent | | x |
| | 2. Air | | x |
| | 3. Odor | | x |
| | 4. Toxic substance storage | | x |
| | 5. Noise | | x |
| b. | Are pollution control devices by the facility required? | | x |

13. Community traffic impact:

a. Projected number of vehicles entering new facility per day:

| | Peak Hours | Per Day |
|---|---|---|
| 1. Cars | 15 | 15 |
| 2. Trucks | 2 | 2-3 |

b. Traffic impact on existing roadway network (Describe any potential problems related to access to the facility, circulation or site safety that would require further traffic analysis):

No potential problems

14. Economic impact:

a. Number of employees at new facility:

| | Transfer from present facility | New | Total |
|---|---|---|---|
| Full Time | 24 | 0 | 24 |
| Part Time | 0 | 0 | 0 |

b. Type and number of skills required by the new facility:

| | |
|---|---|
| Management Level | x |
| Skilled | x |
| Unskilled | n/a |
| Clerical | x |

c. Yearly payroll of the facility: $ 5,000,000.00

d. Average employee salary: $ 200,000.00

e. Recurring revenues generated by the new facility:

1. Sales tax if applicable (annual based on 1.50 percent of applicable retail sales):
$200.00

2. Business License Fees (annual):
$550.00

f. Nonrecurring revenues or one-time fees realized to Village:

1. Building Permit Fees: $ TBD

2. Engineering Fees: $ TBD

g. Other financial information:

1. Equalized assessed valuation generated by the new facility
$ 1,825,000.00

2. Explain the methodology used in estimating equalized assessed value:
[$7,150,000 (purchase price) + $150,000 (construction costs)] x 25% level of assessment

3. List the real estate tax impact (annually) to all taxing bodies within the Village with the benefit of a Class 6B and without:

| Unit | Rate | Taxes Generated | With Class 6B |
|---|---|---|---|
| School District 54 | 3.685 | $67,251 | $26,901 |
| School District 211 | 2.710 | $49,458 | $19,783 |
| Harper College | 0.410 | $7,483 | $2,993 |
| Schaumburg Township | 0.101 | $1,843 | $737 |
| Schaumburg Park District | 0.633 | $11,552 | $4,621 |
| Township Library | 0.328 | $5,986 | $2,394 |
| Village of Schaumburg | 0.484 | $8,833 | $3,533 |

15. Will all of the space created by 6B tax incentive be used by the requestor? If not, how much is intended to be leased or rented: The space will be 100% used by Boiler Equipment Company

16. Does the requesting firm compete in the international marketplace? If so, what percentage of the firm's business is in foreign markets and who are the major foreign competitors (name of foreign films): No

17. To what degree has the requesting firm been involved in local community events? Please list those areas of involvement or sponsorship: The Boys and Girls Club of Chicago. Additionally, Kevin Summers of Boiler Equipment Company is a new member of the Schaumburg Business Association.

18. Has the requesting firm received financial assistance in the past? If so, explain what incentives were received and for what facility: No

19. Please provide legal description of property:
See attached Exhibit "D"

Applicant: Dominic J. Susin, Manager of 415 E State LLC
(Print or type name)

(Applicant's Signature)

Date 2/7/2026

**COOK COUNTY ASSESSOR**
**FRITZ KAEGI**

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

# CLASS 6B
# ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, ***a filing fee of $1000.00***, and supporting documentation *(except drawings and surveys)* must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

***Applicant Information***

Name: Dominic J. Susin Telephone: (630) 368-0332

Company: 415 E State LLC

Address: 1 Oakbrook Terrace, Suite 505

City: Oakbrook Terrace State: IL Zip Code: 60181

Email: dsusin@industrialsteam.com

***Contact Person (if different than the Applicant)***

Name: Mary Kathleen Fitzgerald Telephone: (630) 371-4000

Company: Fitzgerald Law Group, P.C.

Address: 7035 High Grove Boulevard

City: Burr Ridge State: IL Zip Code: 60527

Email: ap@fitzgeraldlg.com

***Property Description (per PIN)***

**If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.**

Street Address: (1) 415 East State Parkway

Permanent Real Estate Index Number: 07-11-303-004-0000

(2) _____

Permanent Real Estate Index Number: _____

(3) _____

Permanent Real Estate Index Number: _____

City: Schaumburg State: IL Zip Code: 60173

Township: Schaumburg Existing Class: 5-93

**Attach legal description, site dimensions and square footage and building dimensions and square footage.**

***Identification of Person Having an Interest in the Property***

Attach a complete list of all owners, developers, occupants and other interested parties *(including all beneficial owners of a land trust)* identified by names and addresses, and the nature and extent of their interest.

***Industrial Use***

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

***Employment Opportunities***

How many construction jobs will be created as a result of this development? 5

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 0 Part-time: 0

How many new permanent full-time jobs will be created by this proposed development? 24

How many new permanent part-time jobs will be created by this proposed development? 0

***Nature of Development***

Indicate nature of proposed development by checking the appropriate space:

[ ] New Construction **(Read and Complete Section A)**

[ ] Substantial Rehabilitation **(Read and Complete Section A)**
**Incentive only applied to the market value attributable to the rehabilitation**

[x] Occupation of Abandoned Property - No Special Circumstance
**(Read and Complete Section B)**

[ ] Occupation of Abandoned Property - With Special Circumstance
**(Read and Complete Section C)**

[ ] Occupation of Abandoned Property - **(CEERM Supplemental Application)**
**(Read and Complete Section C)**

***SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)***

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement *(excluding demolition, if any)*: _____

Estimated date of construction completion: _____

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits *(including date of issuance)*
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc)*

***SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)***

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 12 continuous months prior to the purchase for value?

   [x] YES [ ] NO

   When and by whom was the subject property last occupied prior to the purchase for value?

   The subject property was last occupied in March 2025 by the prior owner MLRP 415 State Parkway LLC

   Attach copies of the following documents:

   (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

| | |
|---|---|
| Estimated date of reoccupation: | July 1, 2026 |
| Date of Purchase: | To be supplied after closing |
| Name of purchaser: | 415 E State LLC |
| Name of seller: | MLRP 415 State Parkway LLC |
| Relationship of purchaser to seller: | n/a |

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement - to be supplied after closing
   (c) Recorded Deed - to be supplied after closing
   (d) Assignment of Beneficial Interest - to be supplied after closing
   (e) Real Estate Transfer Declaration - to be supplied after closing

***SECTION C (SPECIAL CIRCUMSTANCES)***

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 12 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 12 continuous months or greater**, complete section (2).

1. How long was the period of abandonment prior to the purchase for value? _____

   When and by whom was the subject property last occupied prior to the purchase for value?

   _____

   _____

   Attach copies of the following documents:

   (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

   (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 12-month abandonment period.*

   Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

   Estimated date of Reoccupation: _____
   Date of purchase: _____
   Name of purchaser: _____
   Name of seller: _____
   Relationship of purchaser to seller: _____

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement
   (c) Recorded Deed
   (d) Assignment of Beneficial Interest
   (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

   [ ] 12 or greater continuous months *(Eligible for Special Circumstance)*

   [ ] 3 continuous months and maintain/create 250 Employees *(Eligible for Special Circumstance under CEERM)* - **Complete CEERM Supplemental Application**

   [ ] **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months *vacant, or not a CEERM***

When and by whom was the subject property last occupied prior to the filing of this application?

_____

_____

Attach copies of the following documents:

(a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

(b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

(c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

# CEERM SUPPLEMENTAL APPLICATION

***(This form will ONLY be utilized for applicants who specifically elect for CEERM)***

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.*

***The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.***

*Under the **CEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year.* ***The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

_____ Agent's Signature

_____ Agent's Name & Title

_____ Agent's Mailing Address

_____ Agent's Telephone Number

_____ Applicant's Name

_____ Applicant's Mailing Address

_____ Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

_____ Signature of Notary Public

***LOCAL APPROVAL***

A certified copy of a resolution or ordinance from the municipality in which the real estate is located *(or the County Board, if the real estate is located in an unincorporated area)* should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

***FINALIZING THE INCENTIVE PROCESS***

In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website *(www.cookcountyassessor.com)* to determine the allowable filing dates for such action.

**When filing an appeal requesting an Incentive Class Change, a $100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).**

**I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters, the undersigned certifies that he/she believes the same to be true.**



Signature

2/7/2026

Date

Dominic J. Susin

Print Name

Manager of 415 E State LLC

Title

*4/1/2022*

**COOK COUNTY ASSESSOR**
**FRITZ KAEGI**

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.3616
WWW.COOKCOUNTYASSESSOR.COM

# INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Dominic J. Susin as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

   X Class 6b ___ Class 8 (industrial property) ___ Class 9
3. The Cook County Assessor's Office has issued the following control number regarding this application/renewal (circle as appropriate), _____.
4. I have reviewed the Code of Ordinances of Cook County, Cook County Living Wage Ordinance, as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):

X Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

___ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

D. J. S.

Agent's Signature

Dominic J. Susin, Manager

Agent's Name & Title

1 Oakbrook Terrace, Suite 505, Oakbrook Terrace, IL 60181

Agent's Mailing Address

(630) 368-0332

Agent's Telephone Number

415 E State LLC

Applicant's Name

1 Oakbrook Terrace, Suite 505, Oakbrook Terrace, IL 60181

Applicant's Mailing Address

dsusin@industrialsteam.com

Applicant's e-mail address

OFFICIAL SEAL
CLAUDIA P DEETJEN
Notary Public, State of Illinois
Commission No. 977861
My Commission Expires September 14, 2027

Subscribed and sworn before me this 9th day of February, 2024.

Claudia P Deetjen

Signature of Notary Public

1/30/15

# EXHIBIT A

*(Please type or Print)*

| PIN(s) | Common Address |
| --- | --- |
| 07-11-303-004-0000 | 415 East State Parkway, Schaumburg, Illinois 60173 |

12/10/2018

**BEFORE THE OFFICE OF THE ASSESSOR**
**COOK COUNTY, ILLINOIS**

| | | |
|---|---|---|
| 415 E State LLC,<br>Petitioner. | ) | Date of Filing: February 12, 2026 |
| | ) | TOWNSHIP: Schaumburg |
| ADDRESS OF SUBJECT:<br>415 East State Parkway, Schaumburg, Illinois | ) | PIN(s): 07-11-303-004-0000 |

## Brief in Support of 6B Application

The petitioner, 415 E State LLC, by its attorneys, Fitzgerald Law Group, P.C., in support of its 6B application, attached hereto, states as follows:

### I. Ownership

The subject property is currently owned by MLRP 415 State Parkway LLC, and is being purchased by the applicant, 415 E State LLC for a total consideration of $7,150,000. Attached as Exhibit "A", is an executed copy of the Purchase and Sale Agreement, dated February 2, 2026. 415 E State LLC intends to reoccupy the subject property which will have been vacant for more than 12 continuous months. Construction is set to commence on or about May 1, 2026 with an anticipated date of re-occupation on July 1, 2026. A full list of persons and entities with an interest in this 6b application is attached hereto as Exhibit "B". The subject property will be 100% occupied by Boiler Equipment Company, whose primary focus is to sell and maintain installed equipment throughout the region. Additional background information on the Boiler Equipment Company is attached as Exhibit "C".

### II. Subject Property

The subject property is comprised of a 76,098 square foot industrial building situated on approximately 222,335 square feet of land located in Schaumburg Township and is classified as a Class 5-93 at present. It is currently zoned M-P – Planned Manufacturing. The legal description as identified in the Purchase and Sale Agreement is attached as Exhibit "D" and the most recent ALTA Survey that includes the subject PIN is attached as Exhibit "E".

| | |
|---|---|
| **PIN(s):** | 07-11-303-004-0000 |
| **Class:** | 5-93 |
| **Address:** | 415 East State Parkway, Schaumburg, Illinois |
| **Improvement Size:** | 76,098 square feet |
| **Land Size:** | 222,335 square feet |
| **L:B Ratio:** | 2.92:1 |
| **Year Built:** | 1980 |



## III. Eligibility Requirements

Fair market value is defined as the price a willing buyer would pay to a willing seller for the property, absent of any collusion or compulsion to buy or sell, see *Board of Review of Woodford County v. Property Tax Appeal Board* (1982), 104 Ill.App.3d 859. See also *Illinois Property Tax Code*, 25 ILCS 200/1-1 et seq.

### A. The Real Estate is Used Primarily for Industrial Purposes

As set forth in the Cook County Real Property Assessment Classification Ordinance, industrial purposes is defined as follows:

> Any real estate used primarily in manufacturing [...] or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation of storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing.

The subject property is currently used for and will continue to be used for industrial purposes. A full explanation of the Intended Use of the property is available on attached Exhibit "F." The subject property will be used for equipment storage, equipment maintenance, inventory storage, sales and administrative offices. Estimated costs of the planned investment are attached as Exhibit "G". The investment will include building out the office space, constructing a new specialized training facility and adding machinery to handle heavy boilers in the warehouse.

### B. Occupation of Abandoned Property

The subject property has been vacant since April 1, 2025. Currently, the applicant is under contract to purchase the subject property and intends to begin construction after closing on or about May 1, 2026. The applicant intends to take occupancy on July 1, 2026, at which time, the property will have been vacant for 15 continuous months. A copy of the listing brochure is attached as Exhibit "H". Tax year 2025 and 2026 vacancy affidavits, wherein both the prior and future owners attest to these facts, are attached hereto as Exhibits "I" and "J".

### C. Timely Filed

This application is being submitted prior to the start of any construction, rehabilitation or occupancy.

## IV. Benefits of Incentive Approval

If approved, the granting of a tax incentive would result in various benefits to the County and municipality, alike. Most notably, there will be the relocation of 24 full-time jobs to Cook County.

### A. Job Creation

With this new development, there is expected to be an additional 5 construction jobs, and 24 permanent full-time jobs after completion. These positions are all high-paying, highly skilled jobs, as well as union laborer positions. The company's total payroll is approximately $5,000,000 per year.

### B. Economic Benefits

In addition to the increased property tax revenue, several direct and peripheral economic benefits are guaranteed. With the granting of a 6b incentive, the applicant will have an opportunity for the subject property to be used to support many local businesses. Both new and existing businesses alike support

growth and local spending, ultimately stabilizing and boosting the local economy. But for the granting of an incentive, the project may not be feasible.

## V. Prayer for Relief

Based upon the foregoing representations and the attached Exhibits, it is requested that a Class 6B incentive be granted.

Respectfully submitted,

415 E State LLC

By: _____

John P. Fitzgerald
Mary Kathleen Fitzgerald
FITZGERALD LAW GROUP, P.C.
7035 High Grove Boulevard
Burr Ridge, Illinois 60527
(312) 346-3000
Attorney No. 892

# EXHIBIT "A"

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

EXECUTION VERSION

**PURCHASE AND SALE AGREEMENT**
415 E. State Parkway, Schaumburg, IL

This **PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered as of February 2, 2026 (the "Effective Date") by and between MLRP 415 State Parkway LLC, a Delaware limited liability company ("Seller"), and Ivy Holdings LLC, an Illinois limited liability company and its successors and or assigns ( "Purchaser").

For and in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

**1. Purchase and Sale**. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, the Property (hereinafter defined) for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth. The "Property" collectively means all of Seller's right, title and interest in and to (i) the approximately 5.1 acre parcel of real property which is more particularly described on Exhibit A attached hereto (the "Land"), together with the approximately 76,098 square foot industrial building (the "Building") located on the Land, commonly known as 415 E. State Parkway, Schaumburg, Illinois, together with (ii) all improvements, fixtures and structures situated in or on the Land (the "Improvements"), (iii) all transferable warranties, permits, licenses, certificates of occupancy, rights (whether or not of record), tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Land or Improvements and all other intangible property relating to the use, maintenance or operation of the Land or Improvements owned by Seller (collectively, the "Intangible Property") and (iv) all of the building systems attached or affixed to the Property now owned or hereafter acquired by Seller and utilized or required for the operation of the Improvements, including, without limitation, all HVAC systems, electrical equipment, lighting, overhead door openers and fans (collectively, the "Personal Property"). For avoidance of doubt and for purposes of clarity, the Personal Property being conveyed to Purchaser hereunder shall not include the tangible personal property now owned or hereafter acquired by Seller and located on the Property, including without limitation all loose equipment, tools, machinery, vehicles, air compressors, welders, overseas containers/roll off boxes, vessels and metal warehouse racking (collectively, the "Removed Items"), all of which shall be removed from the Property by Seller at its sole cost and expense prior to the Closing Date (as hereinafter defined).

**2. Sales Price**. The total sales price for the Property is Seven Million One Hundred Fifty Thousand and No/100 Dollars ($7,150,000) (the "Sales Price"), payable in cash at Closing, subject to adjustment as provided in this Agreement. Payment in cash means payment by wire transfer of immediately available federal funds ("Immediately Available Funds").

**3. Earnest Money**. Within two (2) Business Days (hereinafter defined) after the Effective Date, Purchaser shall deliver to Chicago Title, 35 West Wacker Drive, Chicago, Illinois 60601, Attn: Vince Hearn, (847) 204-9761, Vince.Hearn@ctt.com (the "Title Company" or "Escrow Agent"), as escrow agent, Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) (by Immediately Available Funds) as initial earnest money (the "Earnest Money"), which the Title Company will deposit and hold in a non-interest bearing account (unless directed otherwise by Purchaser). If the transaction contemplated by this Agreement is closed, then the Earnest Money will be applied in payment of the Sales Price to be paid at Closing.

**4. Closing**.

**(a) Time and Place.** Subject to the terms and conditions of this Agreement, the "Closing Date" shall occur fifteen (15) days following the expiration of the Inspection Period, unless extended by Purchaser due to exercising its rights under Section 5(c) or otherwise mutually agreed in writing by Purchaser and Seller.

**(b) Seller's Closing Deliveries**. At the Closing, Seller will deliver or cause to be delivered to Purchaser and/or the Title Company (as applicable), at Seller's sole expense, except as otherwise provided in this Section 4(b), the following:

(i) **Deed**. A Special Warranty Deed (the "Deed"), in the form attached hereto as Exhibit B, duly executed and acknowledged by Seller, conveying good and indefeasible title in fee simple to the Land and Improvements, free and clear of any and all liens, encumbrances, easements and assessments, created by, through or under Seller, except for Permitted Exceptions (defined below) and any others approved by Purchaser in writing.

(ii) **Owner Policy**. The Title Company shall have unconditionally committed to issue an Owner's Policy of Title Insurance, with extended coverage (the "Owner Policy"), delivered in due course by the Title Company after Closing, to be issued by the Title Company on the standard form in use in the State of Illinois, in the full amount of the Sales Price, dated as of the Closing Date, insuring Purchaser's fee simple title to the Land and Improvements to be good and indefeasible subject only to Permitted Exceptions and others approved by Purchaser in writing.

(iii) **Bill of Sale and Assignment**. A bill of sale and assignment agreement, in the form attached hereto as Exhibit C and made a part hereof, (i) conveying good and marketable title to the Personal Property, free and clear of all liens, charges, encumbrances or security interests and (ii) assigning Seller's interest in the Intangible Property (the "Assignment").

(iv) **Possession**. Possession of the Property, with all Removed Items removed and with the Improvements in broom-clean condition, subject only to the Permitted Exceptions.

(v) **Non-foreign Affidavit**. A non-foreign affidavit, duly executed by Seller.

(vi) **Authority**. Evidence reasonably acceptable to the Title Company of Seller's capacity and authority for the closing of this transaction.

(vii) **Transfer Declarations**. Any real property transfer declarations required by the jurisdiction(s) in which the Property is located.

(viii) **Closing Statement**. A closing statement prepared by Title Company and executed by Seller.

(ix) **Other Documents**. Any other documents that may be reasonably required to close this transaction, duly executed, including all documents required by the Title Company to issue the Title Policy.

**(c) Purchaser's Closing Deliveries**. Purchaser will be prepared to authorize Closing no later than 2:00 p.m. (Chicago, Illinois time) on the Closing Date and will perform and deliver, before 2:00 p.m. (Chicago, Illinois time) on the Closing Date, at Purchaser's sole expense, the following:

(i) **Sales Price**. The Sales Price in Immediately Available Funds (reduced by the amount, if any, of the Earnest Money applied for that purpose and subject to the prorations set forth in Section 4(e) below).

(ii) **Assignment**. Purchaser's counterpart of the Assignment.

(iii) **Authority**. Evidence reasonably acceptable to the Title Company of Purchaser's capacity and authority for the closing of this transaction.

(iv) **Closing Statement**. A closing statement prepared by Title Company and executed by Purchaser.

(v) **Other Documents**. Any other documents that may be reasonably required to close this transaction, duly executed, including all documents required by the Title Company to issue the Title Policy.

**(d) Expenses of Closing**. Seller will pay (i) the base premium for the Owner Policy (including the premium related to extended coverage but excluding the premium related to the other endorsements required by Purchaser), (ii) one-half (½) of any deed and money escrow fee, (iii) Seller's attorneys' fees, (v) Seller's appropriate share of the prorations set forth in Section 4(e) below and (iv) other expenses stipulated to be paid by Seller under other provisions of this Agreement. Purchaser will pay (A) the premium for any endorsements to the Owner Policy and the cost of any lender policies and endorsements thereto, (B) any lender's escrow fee, (C) recording fees, (D) the cost of the Survey (as defined below), (E) one-half (½) of any deed and money escrow fee, (F) Purchaser's attorneys' fees, (G) Purchaser's appropriate share of the prorations set forth in Section 4(e) below and (H) other expenses stipulated to be paid by Purchaser under other provisions of this Agreement. The cost of any state, county and/or municipal transfer tax shall be paid by the party designated as responsible in the applicable ordinance.

**(e) Prorations**. At Closing, items of income and expense of the Property shall be prorated as of midnight on the day immediately preceding the Closing Date. Income and expenses attributable to the period prior to the Closing Date shall be for the account of Seller, and income and expenses attributable to the period on and after the Closing Date shall be for the account of Purchaser. The following items shall be prorated through escrow:

(i) **Taxes**. Purchaser will assume, and agrees to pay, any and all real estate taxes and assessments payable with respect to the Property ("Taxes") that are due and payable from and after the Closing Date, regardless of when or for what period of time any such Taxes may have accrued. All Taxes shall be prorated on an "accrual" basis between Seller and Purchaser as of the Closing Date. If bills for Taxes payable during the year of Closing (and/or during the year following the year of Closing) are not available at Closing, then the parties shall agree that: (a) Seller shall provide a tax credit to Purchaser in the amount of **$313,475.04 at Closing** and (b) **Seller shall deposit $116,000.00** into a tax escrow account at the Title Company and such funds shall be released based on the terms of the Tax Escrow and Re-Proration Agreement attached as Exhibit E, which will be executed by both parties prior to Closing.

- For clarification purposes, in regard to the tax credit and escrows referenced above, Seller is anticipated to provide a credit to Purchaser for a period of four (4) months from the Effective Date. Said credit for 2026 is based on the following calculations:

    - The Property's estimated 2025 tax bill is $235,106. Using a multiplier of 103%, the 2026 tax projection is $242,159.18. This projection has been pro-rated for the first four (4) months of the 2026 calendar year and credited to Purchaser at Closing in anticipation of closing on or before April 30, 2026.

    - Notwithstanding the credits described above, in the event that Purchaser exercises its right to an extension as set forth in Section 5 below, the parties agree that Seller will provide an *additional* credit to Purchaser at Closing, which will be equal to fifty percent (50%) of the Taxes (based on the formula set forth herein) estimated for the period between May 1, 2026 and the Closing Date.

(ii) **Utilities**. Purchaser shall cause all utilities to be placed in the name of Purchaser as of the Closing Date. The parties shall use commercially reasonable efforts to obtain readings for all utilities as of the Closing Date. If readings cannot be obtained as of the Closing Date, the cost of such utilities shall be prorated between Seller and Purchaser by estimating such cost on the basis of the most recent bill for such service. Assessments payable with respect to the Property under any declarations or restrictive covenants affecting the Property shall also be prorated between Seller and Purchaser as of the Closing Date. Such prorations shall be final as of the Closing.

(ii) **Survival**. The provisions of this Section 4(e) shall survive Closing.

**5. Due Diligence and Inspection**.

**(a) Inspection Period**. Purchaser may conduct an acquisition due diligence investigation of the Property, including but not limited to a physical inspection of the Property to determine the condition of the Property including the existence of any environmental hazards or conditions (the "Inspection"), during the period commencing on the Effective Date and ending at 5:00 p.m. (Chicago, Illinois time) on the forty-fifth (45th) day after the Effective Date (such period, the "Inspection Period").

**(b) Inspection**. During the Inspection Period, subject to the limits set forth in this Section 5, Seller shall provide Purchaser with full access to the Property. With Seller's permission, after Seller has received advance notice sufficient to permit it to schedule Purchaser's examination of the Property in an orderly manner, Purchaser or its agents or contractors may enter upon the Property for purposes of analysis or other tests and inspections deemed necessary by Purchaser for the Inspection. Seller may have a representative present at any inspection or testing made by Purchaser on the Property. Purchaser shall not alter the physical condition of the Property without notifying Seller of its requested tests, and obtaining the prior written consent of Seller to any physical alteration of the Property, which may be withheld in Seller's sole and absolute discretion. The Inspection shall be conducted at Purchaser's sole cost and expense. Purchaser will exercise its best efforts to conduct or cause to be conducted all Inspections in a manner and at times that will not unreasonably interfere with Seller's use and occupancy of the Property. **EXCEPT FOR MATTERS WHICH ARE THE RESULT OF THE NEGLIGENT OR INTENTIONAL MISCONDUCT OF SELLER, PURCHASER HEREBY INDEMNIFIES AND HOLDS SELLER HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), ACTIONS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THE INSPECTION PERFORMED BY PURCHASER, ITS AGENTS, LENDERS, INDEPENDENT CONTRACTORS, AND/OR EMPLOYEES.** Purchaser shall not be responsible for any liability nor responsible to indemnify Seller for hazardous substances or materials discovered by Purchaser as a part of the Inspection so long as Purchaser was not the source of such hazardous substances or materials. Except for matters that are the result of the negligent or intentional misconduct of Seller, Purchaser further waives and releases any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against Seller for property damages or bodily and/or personal injuries to Purchaser, its agents, lenders, independent contractors, servants and/or employees arising out of the Inspection or use in any manner of the Property.

(c) **Municipal Approval Contingency**. As of the Effective Date, Purchaser shall promptly commence its pursuit of obtaining Cook County Class 6B Real Estate Tax Classification for the Property ("Class 6B"). If at the end of the Inspection Period, Purchaser has not yet secured the Class 6B, but can provide Seller with evidence of its diligent efforts to do so, Seller shall grant Purchaser an additional forty (45) days to pursue the Class 6B ("6B 1st Extension Period"); provided, however, that such extension will only be granted if Purchaser agrees to waive its right to terminate the Agreement for any other reason. At the end of the 6B 1st Extension Period, if Purchaser has secured the Class 6B, the Earnest Money shall become non-refundable, but applicable to the Purchase Price, and the parties shall proceed to Closing within fifteen (15) days.

If Purchaser anticipates that it will be unable to secure the Class 6B prior to the expiration of the 6B 1st Extension Period, Seller shall grant Purchaser an additional thirty (30) days to pursue the Class 6B ("6B 2nd Extension Period"); provided, however, that such extension shall only be granted if Purchaser deposits an additional Fifteen Thousand and No/100 Dollars ($15,000.00)("Extension Deposit") with Title Company prior to the expiration of the 6B 1st Extension Period. The Extension Deposit shall become immediately non-refundable, but shall be applicable to the Purchase Price.

If at the expiration of either the 6B 1st Extension Period or the 6B 2nd Extension Period, Purchaser is unable to secure the Class 6B, it shall be in Purchaser's sole discretion as to whether to proceed to Closing or exercise its termination rights under Section 5(e).

**(d) Bulk Sales**. Seller shall comply with the bulk transfer provisions of the state in which the Property is located or similar laws and indemnify, protect, defend and hold harmless Purchaser for any claims, losses, damages, costs, or expenses (including, but not limited to, reasonable attorney's fees actually incurred) of any kind or character related thereto.

**(e) Termination**. If Purchaser terminates this Agreement prior to the expiration of the Inspection Period for any reason, the Earnest Money will be returned to Purchaser, and neither party shall have any further right or obligation under this Agreement except for those rights or obligations that expressly survive termination. If this Agreement is not terminated on or before the expiration of the Inspection Period, the Earnest Money shall become non-refundable (except as expressly set forth in this Agreement to the contrary) and Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5(e). Except in the event of a default by Seller pursuant to Section 9(b), under no other circumstance shall the Extension Deposit be refundable.

**(f) Repair; Insurance**. Purchaser shall promptly restore the Property to its original condition if damaged or changed due to the tests and inspections performed by Purchaser, free of any mechanic's or materialman's liens or other encumbrances arising out of any of the Inspections. Prior to the date that Purchaser or its agents or contractors first enter the Property, Purchaser and Purchaser's agents and contractors shall procure and maintain throughout the term of this Agreement, commercial general liability insurance, including direct contractual and contingent liability, with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. Seller shall be included as an additional insured under the required commercial general liability coverage. Neither Purchaser nor Purchaser's agents or contractors will be permitted to come onto the Property unless and until Purchaser has provided to Seller copies of the insurance policy or policies of Purchaser and Purchaser's agents and contractors evidencing this coverage.

**(g) Delivery Items**. Within five (5) Business Days after the Effective Date, Seller shall deliver to Purchaser the items listed under Exhibit D to the extent in Seller's possession (collectively, the "Delivery Items"). If Purchaser determines that the Delivery Items are inaccurate, incomplete, outdated or otherwise insufficient for Purchaser's purposes, Seller shall have no obligation to supplement or update the Delivery Items. Purchaser specifically releases Seller, its affiliates, officers, successors and assigns, from all liability in connection with any claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorneys' fees, whether suit is instituted or not), whether known or unknown, liquidated or contingent, asserted against or incurred by Purchaser by reason of the information contained in, or that should have been contained in, the Delivery Items.

**(h) Third-Party Reports**. In the event of the termination of this Agreement other than as a result of a default by Seller hereunder, Purchaser shall provide to Seller copies of all reports, surveys, analyses and other materials received by Purchaser in the performing its due diligence investigations (collectively, the "Third-Party Reports"); provided, however, that (i) Seller agrees that the Third-Party Reports shall be delivered "AS-IS" and without warranty or representation by Purchaser and (ii) Purchaser's obligation to deliver to Seller such Third-Party Reports shall be limited to any such items that are in Purchaser's possession.

**(i) Survival**. The provisions of this Section 5 shall survive the Closing or any termination of this Agreement and are not subject to any liquidated damage limitation on remedies, notwithstanding anything to the contrary in this Agreement.

**6. Title and Survey Matters**.

**(a) Commitment; Survey**. Within fourteen (14) days after the Effective Date, Seller

will cause to be delivered to Purchaser a commitment for an owner's title insurance policy with copies of all recorded instruments affecting the Property and recited as exceptions therein (collectively, the "Commitment"). Within three (3) days after the Effective Date, Purchaser may elect to order, at its sole cost and expense, a current, as-built ALTA/NSPS survey of the Land and Improvements, certified to Purchaser, the Title Company, and any lender designated by Purchaser (the "Survey").

(b) **Objections**. If Purchaser has an objection to items disclosed in the Commitment or Survey, then Purchaser may give Seller written notice of its objections by the date five (5) days following Purchaser's receipt of the last of the Commitment and the Survey. Any exception to title identified in the Commitment or Survey not objected to by Purchaser in the manner and within the time period specified in this Section 6 shall be deemed accepted by Purchaser. If Purchaser gives timely written notice of its objections, then Seller shall notify Purchaser in writing within three (3) Business Days after receipt of Purchaser's notice ("Seller's Cure Period") whether Seller elects to remove or to cause the Title Company to insure against the same. Seller's failure to deliver such written notice shall constitute Seller's election not to cure Purchaser's title objections. Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing its efforts other than to remove at Closing liens of an ascertainable amount created by Seller. If any objection is not satisfied during Seller's Cure Period, then Purchaser shall elect not later than three (3) Business Days after the expiration of Seller's Cure Period, as its sole and exclusive remedy, to either: (i) terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser and neither party will have any further rights or obligations pursuant to this Agreement, other than rights or obligations that expressly survive termination; or (ii) waive the unsatisfied objection (which shall thereupon become a Permitted Exception) and proceed to Closing. Purchaser's failure to give such notice of termination on or before such date shall constitute Purchaser's waiver of any title objections that Seller is unwilling to cure, and such title objections shall be deemed Permitted Exceptions, and Closing shall occur as provided in this Agreement without any reduction of or credit against the Sales Price.

(c) **Permitted Exceptions**. The phrase "Permitted Exceptions" means those exceptions to title set forth in the Commitment or Survey and that have been accepted or deemed accepted by Purchaser.

7. **Broker's Fee; Disclosure**. Purchaser and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Purchaser other than commissions payable by Seller to Steve Connolly of NAI Hiffman (the "Purchaser's Broker") pursuant to a separate agreement between Seller and Purchaser's Broker and to Jonathan Kohn and Ron Behm of Colliers (collectively, the "Seller's Broker") pursuant to a separate agreement between Seller and Seller's Broker. Each party represents to the other that, except as set forth above, it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase under this Agreement and that it has not dealt with any broker or finder purporting to act on behalf of any other party. Purchaser and Seller each hereby agree to indemnify, defend, and hold the other harmless from any claim, liability, obligation, cost, or expense (including attorneys' fees and expenses) for fees or commissions relating to Purchaser's acquisition of the Property asserted against either party by any broker or other person claiming by, through, or under the indemnifying party or whose claim is based on the indemnifying party's acts. Purchaser acknowledges that one or more principals of Seller is an Illinois-licensed real estate broker. The provisions of this Section 7 shall survive the Closing or any termination of this Agreement.

8. **Limitation of Seller's Representations and Warranties; Release**.

(a) **AS-IS. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 7 AND 10 OF THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY NATURE WHATSOEVER FROM OR ON BEHALF OF**

**SELLER, INCLUDING WITHOUT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE.**

**(b) No Reliance**. Purchaser acknowledges that (i) Purchaser has had or will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigation as Purchaser deems necessary, desirable or appropriate with respect to the Property, and (ii) except as otherwise expressly set forth in Sections 7 and 10 of this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Purchaser, or to anyone acting for or on behalf of Purchaser, concerning the Property or the condition, use or development thereof. Purchaser represents that, in entering into this Agreement, Purchaser has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in Sections 7 and 10 of this Agreement, and that Purchaser shall purchase the Property based upon Purchaser's own prior investigation and examination of the Property. If Purchaser elects (A) not to inspect the Property, (B) to terminate this Agreement on or before the expiration of the Inspection Period or (C) to proceed to Closing, such election will be made at Purchaser's absolute discretion, in reliance solely upon the tests, analyses, inspections and investigations that Purchaser makes, or had the right to make and opted not, or otherwise failed, to make, and not in reliance upon any alleged representation made by or on behalf of Seller, except as set forth in Sections 7 and 10.

**(c) Release**. Except as otherwise expressly set forth in Sections 7 and 10 of this Agreement, Purchaser hereby waives, releases, covenants not to sue and forever discharges Seller, its affiliates, officers, directors, members, managers, contractors, employees and agents and other persons acting on behalf of Seller, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, and expenses whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on account of or growing out of or in connection with any physical characteristics or the condition of the Property including, without limitation, subsurface conditions, solid and hazardous wastes, and hazardous materials on, under, or related to the Property, or any violation of applicable law or regulation pertaining thereto. Purchaser acknowledges that (i) Seller has afforded Purchaser the opportunity for a full and complete investigation, examination and inspection of the Property and the Sales Price to be received by Seller reflects the consideration for the agreement of Purchaser not to pursue or assert any claims against Seller arising out of any environmental matters whether or not contained in any reports. Purchaser acknowledges that this Section 8 is a negotiated part of this Agreement and serves as an essential component of consideration. The release contained under this Section 8 includes, but is not limited to, the release of Seller from all claims pursuant to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by SARA Superfund Amendment and Reauthorization Act of 1986 and as may be further amended from time to time) or any related claims or causes of action or any other federal, state or municipal based statutory or regulatory causes of action for environmental contamination at, in or under the Property.

**(d) Survival.** The provisions of this Section 8 shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

**9. Default**.

**(a) Seller's Remedies**. If Purchaser fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except failure by Seller to perform its obligations hereunder, or if prior to Closing any one or more of Purchaser's representations or warranties are breached in any material respect, then Seller, as its sole and exclusive remedy (except as provided in Sections 5 and 7), may terminate this Agreement and receive the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder (except for claims arising under Section 5 or Section 7). Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine, and the Earnest Money is a fair estimate of those damages and has been agreed

to in an effort to cause the amount of damages to be certain (except for claims arising under Section 5 or Section 7).

**(b) Purchaser's Remedies**. If Seller fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except failure by Purchaser to perform its obligations hereunder then Purchaser may, as its sole and exclusive remedy, either: (i) terminate this Agreement by giving Seller timely written notice of its election before or at Closing and recover the Earnest Money; (ii) enforce specific performance of Seller's obligations under this Agreement; or (iii) waive Seller's failure or breach and proceed to Closing. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before ten (10) Business Days following the scheduled Closing Date or, having given that notice, fails to file a lawsuit asserting the claim or cause of action in Cook County, Illinois (a "Proceeding"), within thirty (30) days following the scheduled Closing Date. In no event or circumstance shall Purchaser be entitled to any consequential or punitive damages.

If Purchaser shall have timely commenced a Proceeding, and a court of competent jurisdiction shall, pursuant to a final, non-appealable order in connection with such Proceeding, determine that (1) Seller was in breach of a representation or warranty as of the date made, and (2) Purchaser suffered actual damages (the "Damages") by reason of such breach, and (3) Purchaser did not have actual or constructive knowledge of such breach on or prior to the Closing Date, then Purchaser shall be entitled to receive an amount equal to its Damages. Notwithstanding the foregoing or anything to the contrary in this Agreement or in any document, certificate or instrument delivered by Seller to Purchaser at Closing, it is expressly understood and agreed by Purchaser that in no event shall Purchaser be entitled to sue, seek, obtain or be awarded Damages from Seller or otherwise make any claim or otherwise seek recovery against Seller (and the same shall not be actionable or payable) under this Agreement or under any document, certificate or instrument delivered by Seller to Purchaser at Closing, unless and until the aggregate amount of Damages for which Seller is obligated to pay Purchaser collectively aggregated to an amount which exceeds the sum of Twenty Thousand and 00/100 Dollars ($20,000.00) (the "Base Amount"), whereupon Seller shall be liable to Purchaser for all Damages including the Base Amount, but in no event will Seller be liable to Purchaser to the extent that the aggregate Damages to Purchaser exceed the sum of One Hundred Forty Thousand and 00/100 Dollars ($140,000.00) ("Seller's Maximum Liability"). The limitation as to Seller's liability in this Section 9(c) does not apply to Seller's liability with respect to prorations and adjustments in this Agreement or to Seller's liability under Section 7. Purchaser's remedies shall be limited to those described in this Section 9(b). The provisions of this Section 9 shall survive the Closing or any termination of this Agreement.

**10. Representations and Warranties of Seller**.

**(a) Representations and Warranties**. Seller hereby represents and warrants to Purchaser, which representations and warranties shall be deemed made by Seller to Purchaser as of the Effective Date and also as of the Closing Date, that:

(i) **Authority; Binding**. Seller has the power and authority to sell and convey the Property as provided in this Agreement and to carry out Seller's obligations under this Agreement, and that all requisite corporate or partnership action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations under this Agreement has been, or on the Closing Date will have been, taken. Seller's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of Seller's organizational documents or of any contract, instrument, law, government rule, regulation, judgment, decree or order to which Seller is a party or by which Seller is bound.

(ii) **No Litigation; Eminent Domain**. There are no actions, suits or proceedings pending for which Seller has received service of process, before or by any judicial,

administrative or union body, any arbiter or any governmental authority, against or affecting Seller or the Property. Seller has not received any written notice of a pending or threatened eminent domain or similar proceeding that would affect the Land.

(iii) **Leases; Parties in Possession**. No leases, licenses or other occupancy agreements are in effect with respect to the Property. There are no parties in possession of any portion of the Property except Seller.

(iv) **No Contracts**. Other than as may be set forth in the Commitment, there are no agreements that will survive the Closing that concern the operation, repair and maintenance of the Property and services provided to the Property, including without limitation any management agreement.

(v) **No Purchase Rights**. Except for this Agreement, Seller has not entered into any agreement to dispose of its interest in the Property.

(vi) **Not a Foreign Person**. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(vii) **OFAC**. Seller is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated, with any of those persons or entities.

(b) **Untrue Representation or Warranty**. If, prior to Closing, Purchaser obtains knowledge that any representation or warranty of Seller in this Agreement is incorrect in any material respect, Purchaser shall promptly notify Seller of such incorrectness. Upon receiving such notification, Seller shall have the right to take such action as shall be necessary in order to render correct the representation or warranty which was incorrect. If Seller fails to notify Purchaser within ten (10) days after receiving Purchaser's notice that Seller intends to take such action, then Purchaser's sole remedy, assuming that Purchaser was correct in stating that Seller's representation or warranty was materially incorrect, shall be to terminate this Agreement by notice to Seller given within five (5) days after the expiration of such ten (10) day period, in which case Purchaser shall be entitled to the return of the Earnest Money, whereupon no party shall have any further rights or obligations under this Agreement other than those that expressly survive Closing; otherwise, Purchaser shall be deemed to have waived any right to terminate this Agreement or to recover from Seller on account of such incorrectness. If Purchaser obtains knowledge prior to the Closing that any representation or warranty of Seller herein is incorrect in any material respect but does not notify Seller as provided above, Purchaser will be deemed to have forever waived any right to recover from Seller on account of such incorrectness.

**(c) Survival Period**. Subject to the provisions of Section 10(b) above, and notwithstanding anything else to the contrary contained in this Agreement, in any exhibits attached hereto, or in any documents executed or to be executed at Closing or otherwise in connection herewith (collectively, the "Purchase Documents"), all of Seller's representations, warranties, covenants, undertakings, indemnities, and agreements contained in any of the Purchase Documents (collectively, "Seller's Undertakings") shall survive the Closing for a period of ninety (90) days (the "Survival Period"). Purchaser acknowledges that it is a sophisticated purchaser who is familiar with the ownership and operation of real estate projects similar to the Property, and Purchaser and Seller have negotiated and agreed upon the length of the Survival Period as an adequate period of time for Purchaser to discover any and all facts that could give rise to a claim or cause of action for a breach of a representation. Purchaser may bring an action against Seller on the breach of any Seller's Undertakings, but only if Purchaser first learns of the breach after Closing and files the action within the Survival Period. The provisions of this Section 10(c) shall survive the Closing.

**11. Covenants of Seller**. From the Effective Date until Closing, Seller will:

**(a) Operations**. Maintain and operate the Property in its current state and condition, reasonable wear and tear and damage from casualty excepted, and refrain from, without first obtaining the written consent of Purchaser, making any material alterations or improvements to the Property.

**(b) Insurance**. Continue all insurance policies relative to the Property in full force and effect.

**(c) Contracts and Leases**. Refrain from entering into or amending any contracts, leases or other agreements regarding the Property that will remain in effect following the Closing, other than contracts in the ordinary and usual course of business and which are cancelable by the owner of the Property without penalty within thirty (30) days after giving notice thereof, which contracts, leases or other agreements regarding the Property shall be terminated by Seller at or prior to the Closing.

**(d) Notices.** Provide Purchaser with copies of all written notices received by Seller after the Effective Date which assert any material breach of any laws, covenants or permits applicable to the Property.

**12. Representations and Warranties of Purchaser**. Purchaser represents and warrants to Seller, which representations and warranties shall be deemed made by Purchaser to Seller as of the Effective Date and also as of the Closing Date:

**(a) Authority; Binding**. Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and that all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out Purchaser's obligations hereunder has been taken. Purchaser's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of Purchaser's organizational documents or of any contract, instrument, law, government rule, regulation, judgment, decree or order to which Purchaser is a party or by which Purchaser is bound.

**(b) OFAC**. Purchaser is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 25, 2001), and to Purchaser's knowledge does not engage in any dealings or transactions, and is not otherwise associated, with any of those persons or entities.

Notwithstanding anything herein to the contrary, any breach by Purchaser of any of the foregoing representations or warranties shall constitute a default by Purchaser hereunder, and Seller may thereupon, at its option, terminate this Agreement by giving written notice thereof, in which event the Earnest Money shall be paid to Seller as liquidated damages, and neither Purchaser nor Seller shall have any further rights or liabilities under this Agreement, except as otherwise provided herein.

**13. Casualty; Condemnation.**

**(a) Casualty**. In the event that all or any substantial portion of the Improvements shall be destroyed or damaged by one or more incidents of vandalism, fire and/or other casualty prior to the Closing Date, Seller shall promptly notify Purchaser thereof. Within five (5) Business Days after receipt of the foregoing notice, Purchaser shall notify Seller, electing either: (a) to proceed with this transaction and Closing in accordance with this Agreement notwithstanding such casualty; or (b) to terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser and neither party will have any further rights or obligations pursuant to this Agreement, other than rights or obligations that expressly survive termination. If Purchaser elects to proceed with this transaction pursuant to clause (a) above, or if there is a casualty that does not affect a substantial portion of the Property, there shall be no reduction in the Sales Price, Purchaser shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage and Seller shall (i) deliver to Purchaser at the Closing, or as soon thereafter as available, any insurance proceeds actually received by Seller attributable to the Property from

such event plus any deductible or self-insured amount, and (ii) transfer and assign to Purchaser any and all rights Seller may have with respect to payments by or from and with respect to recovery against any party for damages or compensation relating to the Property on account of such casualty. A failure by Purchaser to notify Seller in writing within five (5) Business Days after receiving written notice of such casualty shall be deemed an election to proceed under clause (a) in this Section 13(a). If Purchaser elects (or is deemed to elect) to proceed under clause (a) in this Section 13(a), Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. For purposes of this provision, a "substantial portion" of the Property means the fair market value of the portion of the Property damaged by such casualty exceeds $250,000.00.

(b) **Condemnation**. In the event that all or any substantial portion of the Property shall be taken in condemnation or under the right of eminent domain prior to the Closing Date, Seller shall promptly notify Purchaser thereof. Within five (5) Business Days after receipt of the foregoing notice, Purchaser shall notify Seller, electing either: (a) to proceed with this transaction and Closing in accordance with this Agreement notwithstanding such condemnation; or (b) to terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser and neither party will have any further rights or obligations pursuant to this Agreement, other than rights or obligations that expressly survive termination. If Purchaser elects to proceed with this transaction pursuant to clause (a) above, or if there is a taking in condemnation or eminent domain that does not affect a substantial portion of the Property, there shall be no reduction in the Sales Price and Seller shall (i) deliver to Purchaser at the Closing, or as soon thereafter as available, any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding, and (ii) transfer and assign to Purchaser any and all rights Seller may have with respect to payments by or from and with respect to recovery against any party for damages or compensation relating to the Property on account of such condemnation or eminent domain proceeding. A failure by Purchaser to notify Seller in writing within five (5) Business Days after receiving written notice of such taking shall be deemed an election to proceed under clause (a) in this Section 13(b). If Purchaser elects (or is deemed to elect) to proceed under clause (a) in this Section 13(b), Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. For purposes of this provision, a "substantial portion" of the Property means the fair market value of the portion of the Property subject to such condemnation exceeds $250,000.00.

**14. Assignment**. Purchaser may not assign this Agreement without Seller's prior written consent, which consent shall be given or denied in Seller's sole and absolute discretion. Notwithstanding the foregoing, Purchaser may assign this Agreement to any corporation or entity which controls, is controlled by, or is under common control with Purchaser, or to any corporation or entity resulting from a merger or consolidation with Purchaser, or to any person or entity which acquires substantially all the assets of Purchaser as a going concern (collectively, an "Affiliate"), provided such assignment shall not release the initial named Purchaser from its obligations hereunder.

**15. Escrow Agent; Escrow Provisions**. Upon receipt by Escrow Agent of the Earnest Money, at Purchaser's election, Escrow Agent will cause the same to be deposited into an interest bearing account at an institution selected by Escrow Agent, so long as Escrow Agent has received properly executed investment directions and payment of the investment fee (the "Escrow Account") (it being agreed that Escrow Agent shall not be liable for the amount of interest which accrues thereon). All interest or other income accrued on the Earnest Money (the "Income") shall be paid to the Purchaser. The tax identification numbers of the parties hereto shall be furnished to Escrow Agent upon request.

Escrow Agent shall acknowledge receipt of the Earnest Money and agrees to hold the Earnest Money and the Income in the Escrow Account pursuant to the provisions of this Agreement for application in accordance with the provisions hereof, upon the following terms:

Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery or to enforce any obligation of any person to perform any other act. Escrow Agent shall be under no liability

to the other parties hereto or to anyone else by reason of any failure on the part of any party hereto (other than Escrow Agent) or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document, except to the extent of Escrow Agent's gross negligence or willful misconduct. Except for amendments to this Agreement hereinafter referred to and except for joint instructions given to Escrow Agent by Seller and Purchaser relating to the Earnest Money and the Income, Escrow Agent shall not be obligated to recognize any agreement between any or all of the persons referred to herein, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder has been duly authorized to do so. Escrow Agent is acting as a stakeholder only with respect to the Earnest Money and the Income. Promptly after the receipt by Escrow Agent of (a) notice of any demand by either party claiming that it is entitled to the Earnest Money and the Income or (b) any other claim or the commencement of any action, suit or proceeding by either party, Escrow Agent shall send a copy of such notice to the other party and inform the other party of such claim; but the failure by Escrow Agent to give such notice shall not relieve any party from any liability which such party may have to Escrow Agent hereunder. If Escrow Agent does not receive written approval from the other party within five (5) Business Days after delivery of such notice instructing Escrow Agent to deliver the Earnest Money and the Income to the requesting party, or if for any reason there is any dispute or uncertainty concerning any action to be taken hereunder, Escrow Agent shall either (1) take no action and shall continue to hold the Earnest Money and the Income until it has received instructions in writing concurred to by Seller and Purchaser or until directed by a final order of judgment of a court of competent jurisdiction, whereupon Escrow Agent shall take such action in accordance with such instructions or such order or (2) at its option, pay the Earnest Money into a court of competent jurisdiction in the county in which the Premises is located and to interplead both Seller and Purchaser, whereupon Escrow Agent shall be released from any further liability or obligation to either Seller or Purchaser.

It is understood and agreed that the duties of Escrow Agent are purely ministerial in nature. Escrow Agent shall not be liable to the other parties hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, except for acts of willful misconduct or gross negligence. Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is reasonably believed by Escrow Agent to be genuine and to be signed or presented by the proper person or persons. Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a final judgment or decree of a court of competent jurisdiction in the State of Illinois, or a Federal court in such jurisdiction or a writing delivered to Escrow Agent signed by the proper party or parties and, if the duties or rights of Escrow Agent are affected, unless it shall give its prior written consent thereto.

Escrow Agent shall have the right to assume in the absence of written notice to the contrary from the proper person or persons that a fact or an event by reason of which an action would or might be taken by Escrow Agent does not exist or has not occurred, without incurring liability to the other parties hereto or to anyone else for any action taken or omitted, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, in reliance upon such assumption.

Except in connection with Escrow Agent's willful misconduct or gross negligence, Escrow Agent shall be indemnified and held harmless jointly and severally by the other parties hereto from and against

any and all expenses or loss suffered by Escrow Agent (as Escrow Agent), including reasonable attorneys' fees, in connection with any action, suit or other proceeding involving any claim, which arises out of or relates to this Agreement, the services of Escrow Agent hereunder or the monies held by it hereunder.

From time to time on and after the date hereof, Seller and Purchaser shall deliver or cause to be delivered to Escrow Agent such further documents and instruments and shall do and cause to be done such further acts as Escrow Agent shall reasonably request (it being understood that Escrow Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

Escrow Agent may resign at any time as Escrow Agent hereunder upon giving five (5) Business Days' prior written notice to that effect to both Seller and Purchaser. In such event, the successor Escrow Agent shall be a nationally recognized title insurance company or other person acceptable to both Seller and Purchaser. Such party that will no longer be serving as Escrow Agent shall deliver, against receipt, to such successor Escrow Agent, the Earnest Money and the Income held by such party, to be held by such successor Escrow Agent pursuant to the terms and provisions of this Agreement. If no such successor has been designated on or before such party ceases to be Escrow Agent hereunder, whether by resignation or otherwise, its obligations as Escrow Agent shall continue until such successor is appointed, provided, however, its sole obligation thereafter shall be to safely keep all monies then held by it and to deliver the same to the person, firm or corporation designated as its successor or until directed by a final order or judgment of a court of competent jurisdiction, whereupon Escrow Agent shall make disposition thereof in accordance with such order. If no successor Escrow Agent is designated and qualified within five (5) Business Days after its resignation is effective, such party that will no longer be serving as Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent.

**16. Miscellaneous.**

**(a) Notice.** All notices, demands, and requests and other communications required or permitted under this Agreement must be in writing and will be deemed to be delivered when actually received by email or personal delivery or, if earlier and regardless whether actually received or not, (i) upon deposit with a nationally recognized overnight courier for next Business Day delivery, charges prepaid, or (ii) upon three (3) Business Days following deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, in either event to be addressed to the addressee as follows:

| | |
|---|---|
| If to Seller: | c/o ML Realty Partners LLC<br>One Pierce Place, Suite 450W<br>Itasca, IL 60143<br>Attention: Patrick Shannon<br>Email: pshannon@mlrealtypartners.com |
| With a copy to: | Burke, Warren, MacKay & Serritella, P.C.<br>330 N. Wabash Ave., 21st Floor<br>Chicago, Illinois 60611<br>Attention: Stephen R. Schuster<br>Email: sschuster@burkelaw.com |
| If to Purchaser: | c/o Steve Connolly<br>One Oakbrook Terrace, Suite 400<br>Oak Brook Terrace, Illinois 60181<br>Sconnolly@hiffman.com |

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With Copy to: The Fry Group LLC, Vanessa Cici Fry
One Oakbrook Terrace suite 505
Oak Brook Terrace, Illinois 60181
Vanessa@frylawgroup.com

**(b) Governing Law**. This Agreement will be construed under and in accordance with the laws of the State of Illinois, and all obligations of the parties created hereunder are performable in Cook County, Illinois.

**(c) Attorney's Fees**. Any party to this Agreement who is the prevailing party in any legal proceeding against the other party brought under or with respect to this Agreement or transaction will be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

**(d) Successors and Assigns**. This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(e) **Severability**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of any invalid, illegal, or unenforceable provision, there shall be automatically added to this Agreement a provision as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**(f) Entire Agreement**. This Agreement (i) constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof (ii) supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof, and (iii) cannot be changed except by their written consent.

**(g) Time for Performance**. Time is of the essence with this Agreement.

**(h) References**. All references to "Sections" contained in this Agreement are, unless specifically indicated otherwise, references to articles, sections, subsections, and paragraphs of this Agreement. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate (and vice versa), and words of any gender shall include each other gender where appropriate. All references to "Exhibits" and "Schedules" are, unless specifically indicated otherwise, references to exhibits, schedules, and attachments to this Agreement, which are incorporated into this Agreement by each reference.

**(i) Survival**. None of the covenants or other obligations of Seller or Purchaser shall survive the Closing unless such survival is expressly provided for in this Agreement, in which case such covenants or obligations shall survive for the periods provided in this Agreement (or, if no period is provided, indefinitely) and shall not be deemed to have merged or terminated at the Closing or any termination or cancellation of this Agreement.

**(j) Counterparts**. The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

**(k) Rule of Construction**. The parties hereto acknowledge that the parties and their respective counsel have each reviewed and revised this Agreement, and that the normal rule of construction

to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**(l) No Recording of Agreement.** Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other.

**(m) Waiver of Jury Trial.** Each party hereto, knowingly and voluntarily, and for their mutual benefit, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this Agreement

**(n) Business Day.** "Business Day" means a date that is not a Saturday, Sunday or holiday observed by federally chartered banks in the State where the Property is located. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if the date falls upon a date that is not a Business Day, the date for the determination or action shall be extended to the first Business Day immediately thereafter.

**(o) §1031 Exchange.** Purchaser and Seller may each effect a tax-deferred exchange (each, an "Exchange") in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, which Exchange will involve an exchange of another property or properties, and the Property, so long as same does not postpone the Closing Date. Each party agrees to accommodate the other party by participating in the Exchange provided that (a) the non-exchanging party shall not incur any cost, expense or liability in connection with the exchanging party's Exchange, (b) the exchanging party shall indemnify, defend and hold the non-exchanging party harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with the exchanging party's Exchange, (c) such Exchange is carried out in accordance with all applicable laws and all documentation concerning the Exchange shall be reasonably satisfactory to the non-exchanging party and its attorneys, (d) such Exchange does not adversely affect the non-exchanging party in any material respect, regarding the terms and conditions of the transaction, and (e) such Exchange does not have an adverse effect on title set forth in this Agreement. The terms and provisions of this Section 16(o) shall survive the Closing.

**(p) Exhibits.** The following exhibits are hereby incorporated into this Agreement:

| | | |
|---|---|---|
| Exhibit A | - | Legal Description of Land |
| Exhibit B | - | Form of Special Warranty Deed |
| Exhibit C | - | Bill of Sale and Assignment |
| Exhibit D | - | Property Due Diligence Records Checklist |
| Exhibit E | - | Tax Escrow and Re-Proration Agreement |

[*Signature page follows*]

EXECUTED to be effective as of the Effective Date.

**PURCHASER:**

Ivy Holdings LLC,
an Illinois limited liability company

Signed by:
By: _____
7CA39F35962D469...
Name: Dominic J. Susin
Title: Manager

**SELLER:**

MLRP 415 State Parkway LLC,
a Delaware limited liability company

By: ML Realty Partners LLC,
a Delaware limited liability company
Its: Sole Member

DocuSigned by:
By: _____
38E2B3D540C2429...
Nancy Kozinski, its Chief Operating Officer

**AGREED TO SOLELY WITH RESPECT TO THE ESCROW PROVISIONS OF THIS AGREEMENT:**

CHICAGO TITLE INSURANCE COMPANY

By:
Name:
Title:

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**EXHIBIT A**
**to**
**Purchase and Sale Agreement**

**LEGAL DESCRIPTION OF LAND**

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Identification Number: 07-11-303-004-0000

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

**EXHIBIT B**
**to**
**Purchase and Sale Agreement**

**FORM OF SPECIAL WARRANTY DEED**

**This Instrument Prepared By:**
Stephen R. Schuster
Burke, Warren, MacKay &
Serritella P.C.
330 N Wabash Ave., 21st Floor
Chicago, IL 60611

**and Upon Recordation Mail To:**

_____
_____
_____
_____

**SPECIAL WARRANTY DEED**

THIS INDENTURE made as of this _____day of _____, 2026, between _____ _____, a/n _____, whose address is _____ (the "Grantor"), and _____, a/n _____, whose address is _____(the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois, as described on Exhibit A attached hereto and made a part hereof (the "Property").

Together with all and singular the improvements thereon and fixtures thereto and hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either at law or in equity, of, in and to the Property, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property hereby granted are, or may be, in any manner alienated or encumbered or charged in any way whatsoever, except for and subject to those matters described on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"); and that Grantor, for itself, its successors and assigns, does hereby covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property against all and every person or persons claiming the whole or any part thereof of interest therein, by, through or under the Grantor, subject to the Permitted Exceptions.

THIS IS NOT HOMESTEAD PROPERTY.

**IN WITNESS WHEREOF**, the Grantor has caused its name to be signed to these presents the day and year first above written.

_____,
a/n _____

By: _____
Name: _____
Its: _____

STATE OF _____ )
) SS
COUNTY OF _____ )

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____day of _____, 2026.

Commission expires _____, 20____ _____
Notary Public

SEND SUBSEQUENT TAX BILLS TO:

_____
_____
_____
_____

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

**EXHIBIT A**
**to**
**Special Warranty Deed**

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Identification Number: 07-11-303-004-0000

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

**EXHIBIT B**
**to**
**Special Warranty Deed**

**PERMITTED EXCEPTIONS**

TBD

**EXHIBIT C**
**to**
**Purchase and Sale Agreement**

**FORM OF BILL OF SALE AND ASSIGNMENT**

This BILL OF SALE AND ASSIGNMENT (this "**Bill of Sale**") is dated _____ and made from _____, a(n) _____("**Assignor**"), to _____ _____, a(n) _____("**Assignee**").

**RECITALS**

WHEREAS, concurrently with the execution and delivery of this Bill of Sale, Assignor is conveying to Assignee by Special Warranty Deed (the "**Deed**") that certain tract of land (the "**Land**") more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with the improvements located thereon (the "**Improvements**").

WHEREAS, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain, the Assigned Properties (as hereafter defined), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby SELL, ASSIGN, CONVEY, TRANSFER, SET OVER, and DELIVER to Assignee all of Seller's right, title and interest in and to the following (collectively, the "**Assigned Properties**"):

(a) all of the building systems attached or affixed to the Improvements now owned or by Assignor and utilized or required for the operation of the Improvements, including, without limitation, all HVAC systems, electrical equipment, lighting, overhead door openers and fans (collectively, the "**Personal Property**"). For avoidance of doubt and for purposes of clarity, the Personal Property being conveyed to Assignee hereunder shall not include any tangible personal property of Assignor such as loose equipment, tools, machinery, vehicles, air compressors, welders, overseas containers/roll off boxes, vessels and metal warehouse racking; and

(b) all transferable warranties, permits, licenses, certificates of occupancy, rights (whether or not of record), tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Land or Improvements and all other intangible property relating to the use, maintenance or operation of the Land or Improvements owned by Seller (collectively, the "**Intangible Property**").

ASSIGNOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE ASSIGNED PROPERTIES, AND THE SAME IS SOLD IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY EXECUTION OF THIS BILL OF SALE, ASSIGNEE AFFIRMS THAT IT HAS NOT RELIED ON ASSIGNOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE ASSIGNED PROPERTIES FOR ANY PARTICULAR PURPOSE, AND THAT ASSIGNOR MAKES NO WARRANTY THAT THE ASSIGNED PROPERTIES ARE FIT FOR ANY PARTICULAR PURPOSE, AND THAT THE ASSIGNED PROPERTIES ARE BEING SOLD TO ASSIGNEE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE PURCHASE AND SALE AGREEMENT DATED _____, 2026 BY AND BETWEEN ASSIGNOR,

AS "SELLER", AND ASSIGNEE (SUCCESSOR-IN-INTEREST TO AC RENTAL, L.L.C. BY ASSIGNMENT), AS "PURCHASER" (AS AMENDED FROM TIME TO TIME, THE "**PURCHASE AGREEMENT**").

Assignor represents and warrants to Assignee that Assignor (i) is the owner of the Assigned Properties, (ii) has the full right to transfer the Assigned Properties, and (iii) has not previously assigned, transferred or encumbered the Assigned Properties (except in connection with the deeds of trust or mortgages made by the Assignor which have been discharged on or before the date hereof).

TO HAVE AND TO HOLD the Assigned Properties unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND, all and singular, title to the Assigned Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This Bill of Sale may be executed in two or more separate counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**[Signatures on Following Page]**

Docusign Envelope ID: 05BB8EE2-C8D3-4AF0-B641-BE2EEE1C5BE0

This Bill of Sale is executed to be effective as of the _____day of _____, 2026.

**ASSIGNOR:**

_____

By:_____
Name:_____
Title:_____

**ASSIGNEE:**

_____

By:_____
Name:_____
Title:_____

**EXHIBIT D**
**to**
**Purchase and Sale Agreement**

| PROPERTY DUE DILIGENCE RECORDS CHECKLIST | | |
|---|---|---|
| Property Name: | | |
| Address: 415 E. State Parkway, Schaumburg Illinois | | |
| Owner: MLRP 415 State Parkway LLC. | | |
| Effective Date: 1/12/2026 | | |
| | Date Received | Comments |
| **Receive from Prior Management/Owner:** | | |
| Legal description of the property | | |
| Base building plans and specifications | | |
| Building standard information | | |
| As built and actual plats of survey | | |
| CAD/electronic plans | | |
| Easement agreements | | |
| If part of an Association - Declarations, association contact information and budgets from the association. | | |
| Appraisal | | |
| Property condition reports | | |
| Copies of property inspections or due diligence reports in an effort to understand building history, systems, and infrastructure (power, fiber/data, net pop, etc.) | | |
| Copies of building inspections: fire alarm, fire sprinkler, backflow, generator, elevator, fire extinguishers, fire department, roof inspections | | |
| Environmental study of the property (Phase I report) | | |
| Asbestos removal documents | | |
| Occupancy/Vacancy reports | | |
| Floor plans and specifications | | |
| HVAC roof plan & Inspection reports | | |
| Detailed building area calculations (BOMA calculations) | | |
| Current aging report and tenant rent history | | |
| Tenant construction documents and copies of permits | | |
| Copies of any violations | | |
| Emergency evacuation plan, fire drill instructions, etc. | | |
| Current year and prior year operating and capital budgets | | |
| YTD operating statements | | |
| YTD and prior year general ledgers | | |
| Copies of current year and prior year paid invoices | | |
| Copies of current and prior year tax bills | | |
| Copies of assessment notices | | |
| Copy of contract for real estate tax legal protest services | | |
| Building & Liability Insurance contact info, policies, endorsements, and claims processing forms | | |
| Flood Insurance contract | | |
| Elevation Certificate | | |
| Copies of Loss Runs last 5 years | | |
| Any pending invoices | | |
| List of utility meters, account numbers, deposits, locations, etc. ComEd, Nicor, water, sewer, | | |
| Current vendor list and contact information | | |
| Service contracts & one-time contracts, etc for all services at the property: locks, snow removal, landscape, roof, alarm, card access, vending, lawn and fire sprinkler, hvac, comcast AT&T, scavenger, plumbing, electrical, cleaning, pest control, plants, generator, fire extinguishers, window cleaning, monument signage | | |
| Equipment operating manuals and warranties | | |
| Preventative maintenance records and logs | | |

| | | |
|---|---|---|
| Maintenance and service records | | |
| Warranties and guarantees (ie: roof) | | |
| Punchlist of outstanding issues and deferred maintenance issues | | |
| List of pending construction/capital repair work | | |
| Inventory of maintenance items (tools, ladders, etc). | | |
| Inventory of management office furniture, telephones, office equipment | | |
| Inventory of building materials - sheet rock, doors, door frames, bulbs, etc. | | |
| Roof Access location | | |
| Building timer location: lights, lawn sprinkler | | |
| Signage criteria and graphics information | | |
| Litigation issues | | |
| Keys, cards, security devices, access system, records (mailbox, office) | | |
| Parking Lot expansion plans, approvals | | |
| Leases, Assignment of Leases, Rent Rolls, Estoppel Letters, and Notice to Tenants | | |
| Are there any contracts with vendors that will not expire after the sale? | | |
| | | |

| | Date Received | Comments |
|---|---|---|
| **Notification Letters** | | |
| Copy of letter sent to vendor from current manager notifying them of the change in ownership/management | | |

**Exhibit E**
**to**
**Purchase and Sale Agreement**

## TAX ESCROW AND RE-PRORATION AGREEMENT

This Tax Escrow and Re-Proration Agreement (this "Agreement") is made and entered as of _____, 2026 (the "Effective Date") by and between MLRP 415 State Parkway LLC, a Delaware limited liability company ("Seller"), and Ivy Holdings LLC, a _____ limited liability company and its successors and or assigns ("Purchaser").

Whereas Seller and Purchaser have entered into a certain Purchase and Sale Agreement (the "Contract") pertaining to the purchase and sale of the property commonly known as 415 E. State Parkway, Schaumburg, Illinois (the "Property").

Whereas the parties desire to close the transaction and agree to provide for the payment and credit for the 2025 taxes and a portion of the 2026 taxes to be made and calculated upon issuance of the necessary 2025 tax bills in 2026 and the 2026 tax bills in 2027, therefore, this Agreement shall survive the Closing.

Now therefore, the parties agree as follows:

1. All of the above Recitals are incorporated as terms of this Agreement as though fully restated here.

2. That at the time of Closing, there shall be a credit given at Closing in the amount of **$313,475.04** ("Closing Credit") which is an estimate for 2025 real estate taxes and the first four months of 2026 real estate taxes.

3. The amount of **$116,000** ("Tax Escrow") will be held by Chicago Title Insurance Company ("Escrowee") to secure this Agreement.

4. Upon the issuance of the tax bill for the 2025 real estate taxes, Escrowee shall calculate the credit for 2025 real estate taxes due to the Purchaser, and if the Closing Credit was insufficient, pay such amounts to the Purchaser from the Tax Escrow following Purchaser's approval of such calculations ("Supplemental Closing Credit"). If the escrowed funds cannot cover such payment, Seller shall immediately tender funds to the Escrowee to insure such bills are paid in full. Seller's liability shall not be limited to the escrow.

5. Upon the issuance of the tax bill for the 2026 taxes, Escrowee shall re-calculate the credit for the portion of 2026 taxes due to the Purchaser, and if the Supplemental Closing Credit was insufficient, pay such amounts to the Purchaser from the Tax Escrow following Purchaser's approval of such calculations. If the escrowed funds cannot cover such payment, Seller shall immediately tender funds to the Escrowee to insure such bills are paid in full. Seller's liability shall not be limited to the escrow.

6. Either party shall pay all reasonable attorney's fees and costs incurred by the other party in enforcing the terms of this Agreement in defending any proceeding to which either party is made a party of a legal proceeding as a result of the acts or omissions of the other party.

7. In the event of a dispute among the parties, the Escrowee may deposit the Tax Escrow, less costs, with Clerk of the Circuit Court by the filing of an action in the nature of interpleader. The parties agree that Escrowee may be reimbursed from the Tax Escrow for all costs, including reasonable

attorney fees, related to the filing of the interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.

8. The PIN for the above real estate taxes are 07-11-303-004-0000.

9. Any funds remaining in the Tax Escrow on that date that is no later than eighteen (18) months after the Effective Date, shall be returned to Seller, unless the parties agree to an earlier return of such funds.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth above.

**PURCHASER**:

Ivy Holdings LLC,
a _____ limited liability company

By:
Name:
Title:

**SELLER**:

MLRP 415 State Parkway LLC,
a Delaware limited liability company

By: ML Realty Partners LLC,
a Delaware limited liability company
Its: Sole Member

By: _____
Nancy Kozinski, its Chief Operating Officer

**ESCROWEE**:

CHICAGO TITLE INSURANCE COMPANY

By:
Name:
Title:

# EXHIBIT "B"

## Identification of Persons or Entities Having an Interest

***Property Owner / Applicant:***

| **Name(s)** | **Address** |
|---|---|
| 415 E State LLC | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 |

***Interested Parties - Applicant:***

| **Name(s)** | **Address** | **Extent of Interest** |
|---|---|---|
| Dominic J. Susin | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | Manager / 90% Owner |
| Kevin Summers | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | 10% Owner |

***Tenant (anticipated 100%)*:**

| **Name(s)** | **Address** |
|---|---|
| BEC Equipment LLC<br>(Boiler Equipment Company) | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 |

***Tenant's Existing Locations:***

| **Location Address** | **Landlord** | **Lease Type** |
|---|---|---|
| 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | EFN OBT1, LLC | Leased |
| 58 Eisenhower Lane North,<br>Lombard, Illinois 60148 | Chicago Industrial TT, LLC | Leased |
| 420 North Main Street,<br>Montgomery, Illinois 60538 | Reed Machinery & Trans. Co., Inc. | Sub-leased |

***Interested Parties - Tenant*:**

| **Name(s)** | **Address** | **Extent of Interest** |
|---|---|---|
| Dominic J. Susin | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | Manager / 85% Owner |
| Kevin Summers | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 | 15% Owner |

***Professional Services:***

| **Name(s)** | **Subject** | **Address** |
|---|---|---|
| Mary Kathleen Fitzgerald,<br>Fitzgerald Law Group, PC | Legal – 6b Application | 7035 High Grove Boulevard<br>Burr Ridge, Illinois 60527 |
| Steve Connolly,<br>NAI Hiffman | Real Estate Services | 1 Oakbrook Terrace, Suite 400<br>Oakbrook Terrace, Illinois 60181 |
| Vanessa Cici Fry,<br>The Fry Group, LLC | Legal – Real Estate | 1 Oakbrook Terrace, Suite 505<br>Oakbrook Terrace, Illinois 60181 |

# Business Entity Search

## Entity Information

| | | | |
|---|---|---|---|
| **Entity Name** | 415 E STATE LLC | | |
| **Principal Address** | ONE OAKBROOK TERRACE, STE 505<br>OAKBROOK TERRACE,IL 601810000 | | |
| **File Number** | 17390708 | **Status** | ACTIVE on 02-03-2026 |
| **Entity Type** | LLC | **Type of LLC** | Domestic |
| **Org. Date/Admission Date** | 02-03-2026 | **Jurisdiction** | IL |
| **Duration** | PERPETUAL | | |
| **Annual Report Filing Date** | 00-00-0000 | **Annual Report Year** | |
| **Agent Information** | VANESSA CICI FRY<br>ONE OAKBROOK TERRACE, STE 505<br>OAKBROOK TERRACE, IL 60181 | **Agent Change Date** | 02-03-2026 |

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Available Services | Managers | Old LLC Name | Assumed Name | Series Name | File History

| Managers | Address |
|---|---|
| DOMINIC J. SUSIN | ONE OAKBROOK TERRACE, STE 505<br>OAKBROOK TERRACE, IL 60181 |

Showing 1 to 1 of 1 entries

Previous 1 Next

# Business Entity Search

## Entity Information

| | | | |
|---|---|---|---|
| **Entity Name** | BEC EQUIPMENT LLC | | |
| **Principal Address** | 1 OAKBROOK TERR STE 505<br>OAKBROOK TERRACE,IL 601810000 | | |
| **File Number** | 03077845 | **Status** | ACTIVE on 01-15-2026 |
| **Entity Type** | LLC | **Type of LLC** | Domestic |
| **Org. Date/Admission Date** | 02-02-2009 | **Jurisdiction** | IL |
| **Duration** | PERPETUAL | | |
| **Annual Report Filing Date** | 01-15-2026 | **Annual Report Year** | 2026 |
| **Agent Information** | THE FRY GROUP LLC<br>1 OAKBROOK TER STE 505<br>OAKBROOK TERRACE, IL 60181-4438 | **Agent Change Date** | 08-25-2022 |

## Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Available Services | Managers | Old LLC Name | Assumed Name | Series Name | File History

| Managers | Address |
|---|---|
| SUSIN, DOMINIC J | 1 OAKBROOK TERR STE 505<br>OAKBROOK TERRACE, IL 601810000 |

Showing 1 to 1 of 1 entries

Previous 1 Next

# EXHIBIT "C"

BEC Boiler Equipment Company, LLC



# The STEAM EXPERTS

BEC Boiler Equipment Company, LLC

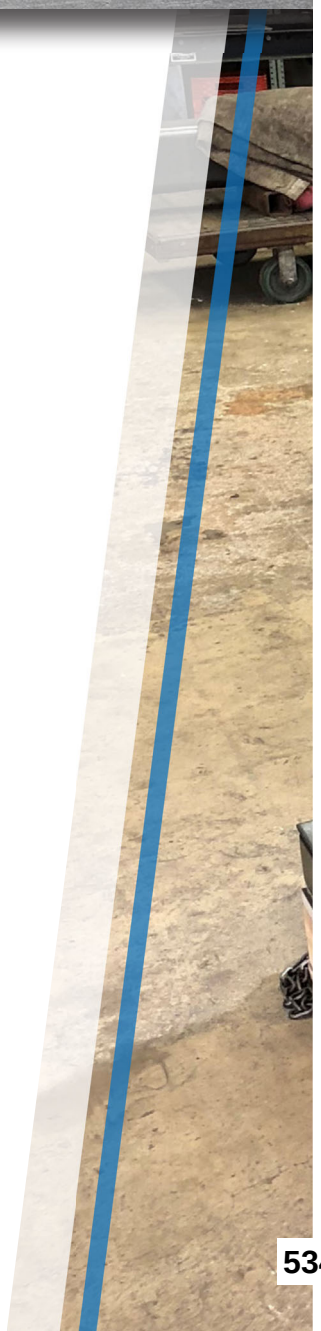
**Written by Jesse Doehler-Knox**

In the middle of winter, a truck washing facility in Illinois was forced to halt its services. One of its high-pressure vessels had quit and was beyond repair. A full installation would take at least a week. Panicked staff members were on the phone with an installation company they had worked with in the past, desperate to get things working again.

This was not just an inconvenience for the truck-washing facility. It meant a lack of service for the truck drivers who rely on this washing before heading back to the terminal or onto the road. A gap in service delivery is the Achilles' heel of all large-scale businesses, and finding fast, reliable solutions is the only way to survive in a competitive economy.

"They were dead in the water in the dead of winter last year," explains Brian Summers, Sales Manager at Boiler Equipment Company (BEC), "and had no way of running their business at all." Brian has been in the business for over fifty years. He started there ten years ago, and his son Kevin Summers has since come on board as a mechanical engineer.

"We had a relationship with the inside installer," recounts Kevin. "They gave us a call, and we were able to get the 150-horsepower, high-pressure vessel installed. Our service guys got it up and running within forty-eight hours. It's a situation where you don't get that sale if you don't have the equipment." ▸▸





With a large warehouse and big enough trucks to easily stock extra parts, BEC has been saving the day all across the Chicagoland area.

"Our people worked around the clock to help them get going," says Brian. "The company really appreciated it, and we recently got another large order from them."

"That's how we've grown our business," adds Kevin, "through building these relationships."

Boiler Equipment Company (BEC) is headquartered in Lombard, Illinois with satellite offices in California and Georgia. It rents and sells equipment and designs or upgrades full boiler and steam-related systems with new or used equipment.

"We're in the business of selling and servicing steam-related equipment," says Brian. "We are heavily involved in food processing, hospitals, and large industrial applications."

The company creates engineered design solutions from the ground up. This includes upgrades, conversions, repairs, and replacements. Its technicians are some of the best-trained and experienced people in the business and are able to handle nearly any problem or unexpected discovery on site.





"Having a service department that can do our startups and making sure these projects are done properly by trained service technicians is fundamental," explains Kevin. "Our technicians can put to bed any issues that might have eluded the preplanning process. Having that team of service guys that can fix any issues at the outset is something our clients also appreciate."

Its factory-authorized-and-trained boiler burner technicians install many leading brands and overhaul a variety of systems. They perform services ranging from annual maintenance to upgrades, repair, and analysis of combustion efficiency. Boiler Equipment Company can also deliver onsite job training for companies learning to do their own maintenance.

***"The company creates engineered design solutions from the ground up."***

BEC has seen rapid growth over the last five years, largely due to a focus on full systems design. Kevin earned a degree in mechanical engineering and has used those tools to implement the company's design process. "I came on to develop full system design in 3D AutoCAD." With his skills in design and engineering, Kevin is able to show clients a three-dimensional model using the exact specifications of their space. The designs that result are efficient and accessible, making them easy to maintain or repair.

Kevin's systems' thinking and Brian's long-time experience make them the ultimate team when it comes to facing challenging situations. In one such scenario, the company was working with a client that was installing a boiler room half the size of what would normally be used in its industry.

"It was a bit of shoebox to fit all the equipment in," explains Kevin. "We laid everything out beforehand on the computer to see where the piping and stack layout would make the most sense." The boilers had to be put in face-to-face and needed to fit into the room.

To an outside observer, this may seem like a relatively simple problem. But anyone in the industry knows equipment must be safely and smartly placed to maintain a perfect harmony between water temperature and pressure. The equipment choice and space itself have a dramatic impact on long-term outcomes. Additionally, the setup must be easy to maintain and service so companies can reduce maintenance needs and keep down costs.

"It was a very coordinated effort to not only get the equipment in, but to bring it into the room in the proper order." Three large pieces of equipment were brought in. While BEC is not in

charge of the installation, Kevin was on site making sure things were synchronized properly.

And he arrived just in time. "The installing contractor was about to send the equipment in, but they had it in the wrong order." Kevin was able to quickly correct this. "They would have had to pull all the equipment out of the room and put it back in the right order, and it would have doubled the cost of the installation."

Most companies do not go that extra step and instead send the designs to the installer. "We want to make sure what we're selling is installed properly. It's our reputation if it's not working as originally planned," Kevin explains.

The mindset used in setting up a project is extended to all aspects of the company. "We're there for the long haul," Kevin continues. "We're not going to sell you a piece of equipment and just walk away. We're there to ensure that you're happy with what you're buying. People are putting large financial investments into what we're selling, and we want them to be happy with what we're selling them. Ultimately, it's our reputation. The majority of our business is through word-of-mouth."

Brian believes tasks like this were not possible without Kevin's education and technological capabilities. "Kevin's arrival and his skills have paid dividends for BEC. We all knew this technology was out there. It was just a matter of making it happen."

Kevin's passion for technology, problem-solving, and teamwork has led to the company helping to grow the next generation of thinkers and problem solvers. BEC hosted STEM Scouts, an organization promoting science, technology, engineering, and math subjects (STEM) to children in grades one through five.

Kevin was excited to work with the kids and to promote the fun of STEM. "When I was growing up, I was fortunate enough to have some great teachers, and that's what makes all the difference."

"My biggest thing is getting kids excited about math, science, and problem solving. The earlier you can get kids hooked on that and on science, the more likely they're going to do that in the future." Getting children enthusiastic about the program has included working with them to program robots, perform chemistry experiments, and build remote-controlled cars that can go through obstacle courses.

"We figure out a way to make it fun for kids, whether it's a controlled explosion here or there or making some sort of fun game out of robots or things like that," Kevin explains.

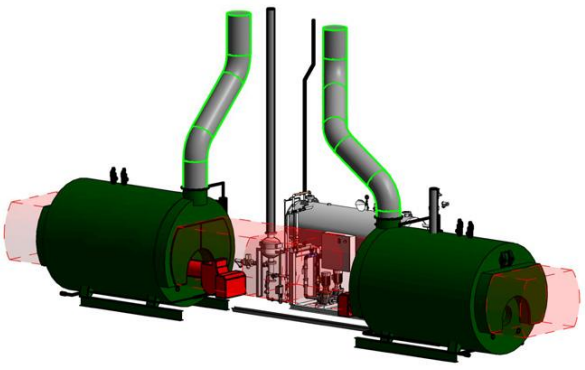
BEC is not only growing the next generation of scientists; it is rapidly expanding across the country, particularly over the past five years. "When I jumped on five years ago, there were four people in the office and three service guys," Kevin says. "We've pretty much tripled in growth since then. Selling a lot more equipment, selling a lot more service packages." The expansion has also included new offices in Atlanta, Georgia and Irvine, California.

"I foresee us continuing to grow. Being a nationwide company, I see us developing a lot more controlled platforms for boilers and systems applications," says Kevin. "We have grown into a full-service company, able to deliver design and turnkey applications to help our clients." ■






Content Developed by Alan Keogh | Designed by Yoana Ilcheva



BEC Boiler Equipment Company, LLC

58 Eisenhower Lane North, Lombard, Illinois 60148 | **P:** 630-627-4737

*becequipment.com*

*SUPPORTED BY*

**HAMILTON ENGINEERING**
hamiltonengineering.com



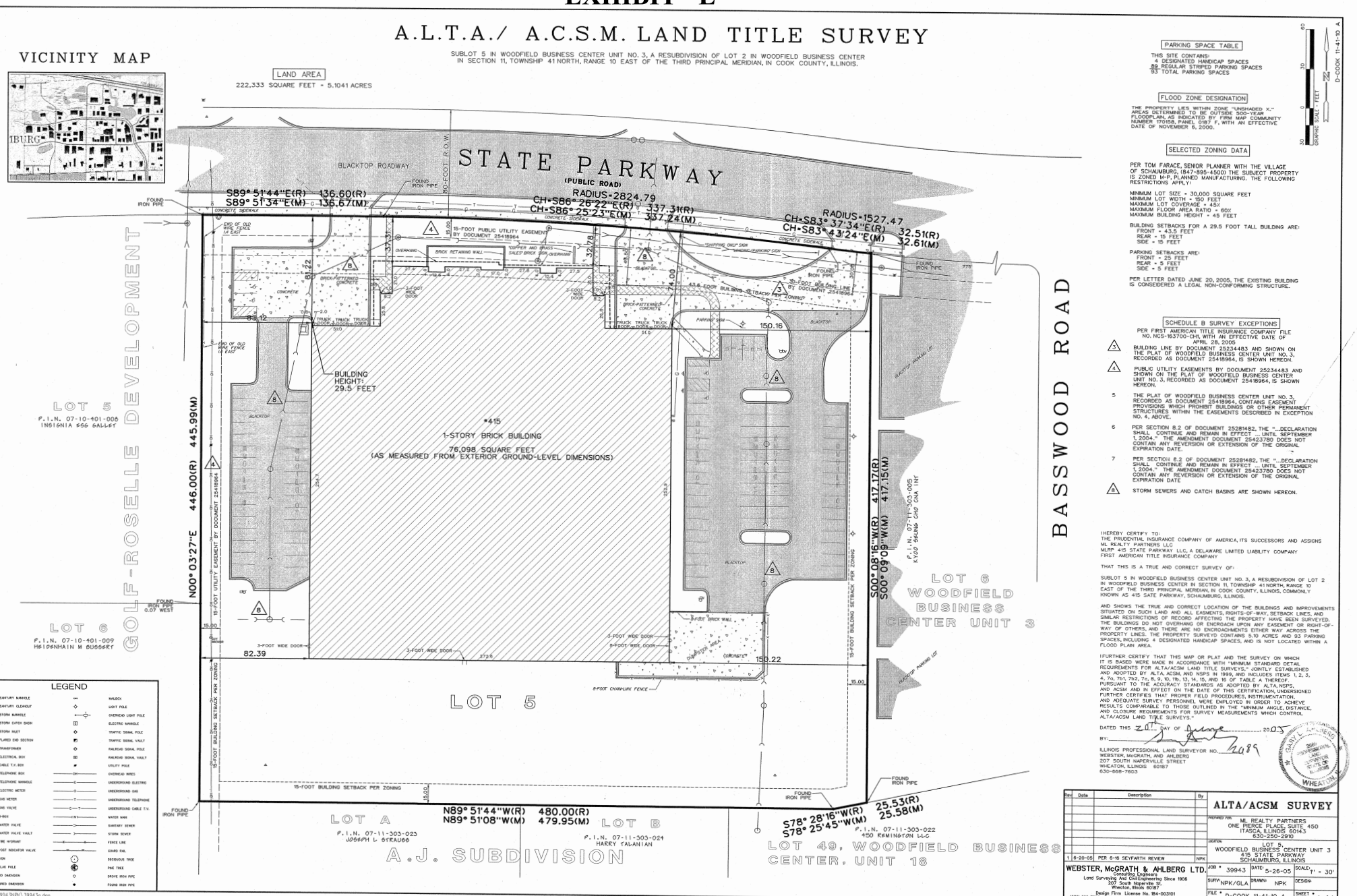
# EXHIBIT "D"

## LEGAL DESCRIPTION

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Identification Number: 07-11-303-004-0000

# EXHIBIT "E"


A.L.T.A./ A.C.S.M. LAND TITLE SURVEY
SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
VICINITY MAP
LAND AREA
222,333 SQUARE FEET = 5.1041 ACRES
STATE PARKWAY
(PUBLIC ROAD)
BASSWOOD ROAD
GOLF-ROSELLE DEVELOPMENT
LOT 5
P.I.N. 07-10-401-008
INSIGNIA 556 GALLET
LOT 6
P.I.N. 07-10-401-009
HEIDENHAIN M BUSSERT
LOT 6
WOODFIELD
BUSINESS
CENTER UNIT 3
LOT 5
LOT A
P.I.N. 07-11-303-023
JOSEPH L STRAUSS
LOT B
P.I.N. 07-11-303-024
HARRY TALANIAN
A.J. SUBDIVISION
LOT 49, WOODFIELD BUSINESS CENTER, UNIT 18
P.I.N. 07-11-303-022
450 REMINGTON LLC
*415
1-STORY BRICK BUILDING
76,098 SQUARE FEET
(AS MEASURED FROM EXTERIOR GROUND-LEVEL DIMENSIONS)
BUILDING HEIGHT: 29.5 FEET
PARKING SPACE TABLE
THIS SITE CONTAINS:
4 DESIGNATED HANDICAP SPACES
89 REGULAR STRIPED PARKING SPACES
93 TOTAL PARKING SPACES
FLOOD ZONE DESIGNATION
THE PROPERTY LIES WITHIN ZONE "UNSHADED X." AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AS INDICATED BY FIRM MAP COMMUNITY NUMBER 170158, PANEL 0187 F, WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2000.
SELECTED ZONING DATA
PER TOM FARACE, SENIOR PLANNER WITH THE VILLAGE OF SCHAUMBURG, (847-895-4500) THE SUBJECT PROPERTY IS ZONED M-P, PLANNED MANUFACTURING. THE FOLLOWING RESTRICTIONS APPLY:
MINIMUM LOT SIZE = 30,000 SQUARE FEET
MINIMUM LOT WIDTH = 150 FEET
MAXIMUM LOT COVERAGE = 45%
MAXIMUM FLOOR AREA RATIO = 60%
MAXIMUM BUILDING HEIGHT = 45 FEET
BUILDING SETBACKS FOR A 29.5 FOOT TALL BUILDING ARE:
FRONT = 43.5 FEET
REAR = 15 FEET
SIDE = 15 FEET
PARKING SETBACKS ARE:
FRONT = 25 FEET
REAR = 5 FEET
SIDE = 5 FEET
PER LETTER DATED JUNE 20, 2005, THE EXISTING BUILDING IS CONSEIDERED A LEGAL NON-CONFORMING STRUCTURE.
SCHEDULE B SURVEY EXCEPTIONS
PER FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. NCS-163700-CHI, WITH AN EFFECTIVE DATE OF APRIL 28, 2005
3 BUILDING LINE BY DOCUMENT 25234483 AND SHOWN ON THE PLAT OF WOODFIELD BUSINESS CENTER UNIT NO. 3, RECORDED AS DOCUMENT 25418964, IS SHOWN HEREON.
4 PUBLIC UTILITY EASEMENTS BY DOCUMENT 25234483 AND SHOWN ON THE PLAT OF WOODFIELD BUSINESS CENTER UNIT NO. 3, RECORDED AS DOCUMENT 25418964, IS SHOWN HEREON.
5 THE PLAT OF WOODFIELD BUSINESS CENTER UNIT NO. 3, RECORDED AS DOCUMENT 25418964, CONTAINS EASEMENT PROVISIONS WHICH PROHIBIT BUILDINGS OR OTHER PERMANENT STRUCTURES WITHIN THE EASEMENTS DESCRIBED IN EXCEPTION NO. 4, ABOVE.
6 PER SECTION 8.2 OF DOCUMENT 25281482, THE "...DECLARATION SHALL CONTINUE AND REMAIN IN EFFECT ... UNTIL SEPTEMBER 1, 2004." THE AMENDMENT DOCUMENT 25423780 DOES NOT CONTAIN ANY REVERSION OR EXTENSION OF THE ORIGINAL EXPIRATION DATE.
7 PER SECTION 8.2 OF DOCUMENT 25281482, THE "...DECLARATION SHALL CONTINUE AND REMAIN IN EFFECT ... UNTIL SEPTEMBER 1, 2004." THE AMENDMENT DOCUMENT 25423780 DOES NOT CONTAIN ANY REVERSION OR EXTENSION OF THE ORIGINAL EXPIRATION DATE
8 STORM SEWERS AND CATCH BASINS ARE SHOWN HEREON.
I HEREBY CERTIFY TO:
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, ITS SUCCESSORS AND ASSIGNS
ML REALTY PARTNERS LLC
MLRP 415 STATE PARKWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY
THAT THIS IS A TRUE AND CORRECT SURVEY OF:
SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 415 SATE PARKWAY, SCHAUMBURG, ILLINOIS.
AND SHOWS THE TRUE AND CORRECT LOCATION OF THE BUILDINGS AND IMPROVEMENTS SITUATED ON SUCH LAND AND ALL EASMENTS, RIGHTS-OF-WAY, SETBACK LINES, AND SIMILAR RESTRICTIONS OF RECORD AFFECTING THE PROPERTY HAVE BEEN SURVEYED. THE BUILDINGS DO NOT OVERHANG OR ENCROACH UPON ANY EASEMENT OR RIGHT-OF-WAY OF OTHERS, AND THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS THE PROPERTY LINES. THE PROPERTY SURVEYED CONTAINS 5.10 ACRES AND 93 PARKING SPACES, INCLUDING 4 DESIGNATED HANDICAP SPACES, AND IS NOT LOCATED WITHIN A FLOOD PLAIN AREA.
FURTHER CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM, AND NSPS IN 1999, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 7b1, 7b2, 7c, 8, 9, 10, 11b, 13, 14, 15, AND 16 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL ALTA/ACSM LAND TITLE SURVEYS."
DATED THIS 21ST DAY OF JUNE 2005
BY:
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2489
WEBSTER, McGRATH, AND AHLBERG
207 SOUTH NAPERVILLE STREET
WHEATON, ILLINOIS 60187
630-668-7603
LEGEND
SANITARY MANHOLE
SANITARY CLEANOUT
STORM MANHOLE
STORM CATCH BASIN
STORM INLET
FLARED END SECTION
TRANSFORMER
ELECTRICAL BOX
CABLE T.V. BOX
TELEPHONE BOX
TELEPHONE MANHOLE
ELECTRIC METER
GAS METER
GAS VALVE
H-BOX
WATER VALVE
WATER VALVE VAULT
FIRE HYDRANT
POST INDICATOR VALVE
SIGN
FLAG POLE
R = RECORD DIMENSION
M = MEASURED DIMENSION
MAILBOX
LIGHT POLE
OVERHEAD LIGHT POLE
ELECTRIC MANHOLE
TRAFFIC SIGNAL POLE
TRAFFIC SIGNAL VAULT
RAILROAD SIGNAL POLE
RAILROAD SIGNAL VAULT
UTILITY POLE
OVERHEAD WIRES
UNDERGROUND ELECTRIC
UNDERGROUND GAS
UNDERGROUND TELEPHONE
UNDERGROUND CABLE T.V.
WATER MAIN
SANITARY SEWER
STORM SEWER
FENCE LINE
GUARD RAIL
DECIDUOUS TREE
PINE TREE
DRIVE IRON PIPE
FOUND IRON PIPE
ALTA/ACSM SURVEY
ML REALTY PARTNERS
ONE PIERCE PLACE, SUITE 450
ITASCA, ILLINOIS 60143
630-250-2910
LOT 5,
WOODFIELD BUSINESS CENTER UNIT 3
415 STATE PARKWAY
SCHAUMBURG, ILLINOIS
WEBSTER, McGRATH & AHLBERG LTD.
Consulting Engineers
Land Surveying And Civil Engineering Since 1906
207 South Naperville St.
Wheaton, Illinois 60187
Design Firm License No. 184-003101
(630) 668-7603 FAX (630) 682-1780 EMAIL WMALTDW@WALTD.COM
JOB # 39943
DATE 5-26-05
SCALE 1" = 30'
SURV NPK/GLA
DRAWN NPK
DESIGN
FILE # D-COOK 11-41-10 A
SHEET # 1 of 1
1 6-20-05 PER 6-16 SEYFARTH REVIEW NPK
E:\surv\39943NPK\39943a.dgn
6/23/2005 2:16:35 PM

# EXHIBIT "F"

## INTENDED PROPERTY USE / DESCRIPTION OF BUSINESS

***Intended Use:***

The subject property, located at 415 East State Parkway, Schaumburg, Illinois will be 100% occupied by the Boiler Equipment Company (BEC Equipment LLC). Currently, as previously stated on Exhibit “B”, the Boiler Equipment Company operates out of three (3) locations in Oakbrook Terrace, Lombard and Montgomery. The intended use of the existing and ultimately expanded subject property’s facilities, is to consolidate these (3) locations.

***Description of Business:***

Boiler Equipment Company is a Manufacturers Representative in the boiler industry. Its primary focus is to sell new equipment in the Chicago area and to maintain installed equipment throughout the region by its service group. Major products of the company include boilers, burners and deaerators.

Boiler Equipment Company specializes in steam and industrial applications, and is also signatory with the United Association of Union Pipefitters local 597 and have service fitters on staff to maintain the products.

Additionally, Boiler Equipment Company provides engineering services. As mechanical engineers, Boiler Equipment Company are frequently involved with engineering and designing mechanical and boiler rooms and its associated electrical equipment. All equipment in a boiler room has a certain function and requires expert placement and specialized maintenance in order to operate properly.



# EXHIBIT "G"

## PROPOSED DEVELOPMENT / ANTICIPATED COSTS

***Proposed Development:***

If a Class 6B Incentive is to be granted, the applicant intends to purchase the 76,098 square foot warehouse located at 415 East State Parkway, Schaumburg, Illinois, and begin immediately, on or about May 1, 2026, building out the property to suit its business needs. The applicant intends to take occupancy on or about July 1, 2026 after construction is completed.

Plans to improve the subject property include but are not limited to building out the office space, constructing a new specialized training facility and adding machinery to handle heavy boilers in the warehouse. Estimated costs are indicated below.

***Anticipated Costs of Construction / Capital Investment*:***

Investment to building: Approximately $150,000

Personal property / equipment: Approximately $150,000

**Official costs and development plans are still being finalized at this time.*

# EXHIBIT "H"

## 415 East State Parkway, Schaumburg, IL

ML REALTY PARTNERS



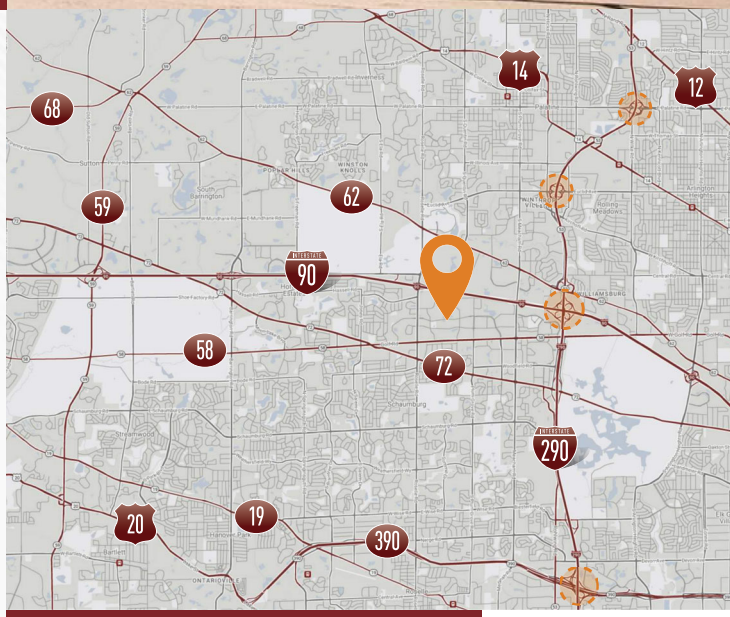

# 76,282 SF AVAILABLE

## Building Specifications

| | |
|---|---|
| Building Size: | 76,282 SF |
| Available: | 76,282 SF |
| Office: | 7,338 SF |
| Clear Height: | 24' Clear |
| Loading: | 6 Docks |
| Drive In Doors: | 1 (10' X 8') |
| Column Spacing: | 50' X 25' |
| Power: | 1,600 Amps, 277/480 Volts, 3-Phase<br>400 Amps, 277/480 Volts, 3-Phase |
| Car Parking: | 92 |
| Sprinkler: | ESFR |

## Building Features

- Four cranes
  - Two 10-ton cranes
  - Two 5-ton cranes
  - 19' underhook
- Free standing in Northwest Suburbs
- Locker room
- Woodfield Business Park with access to I-90
- Close proximity to shopping and dining




## For More Information Contact

Colliers

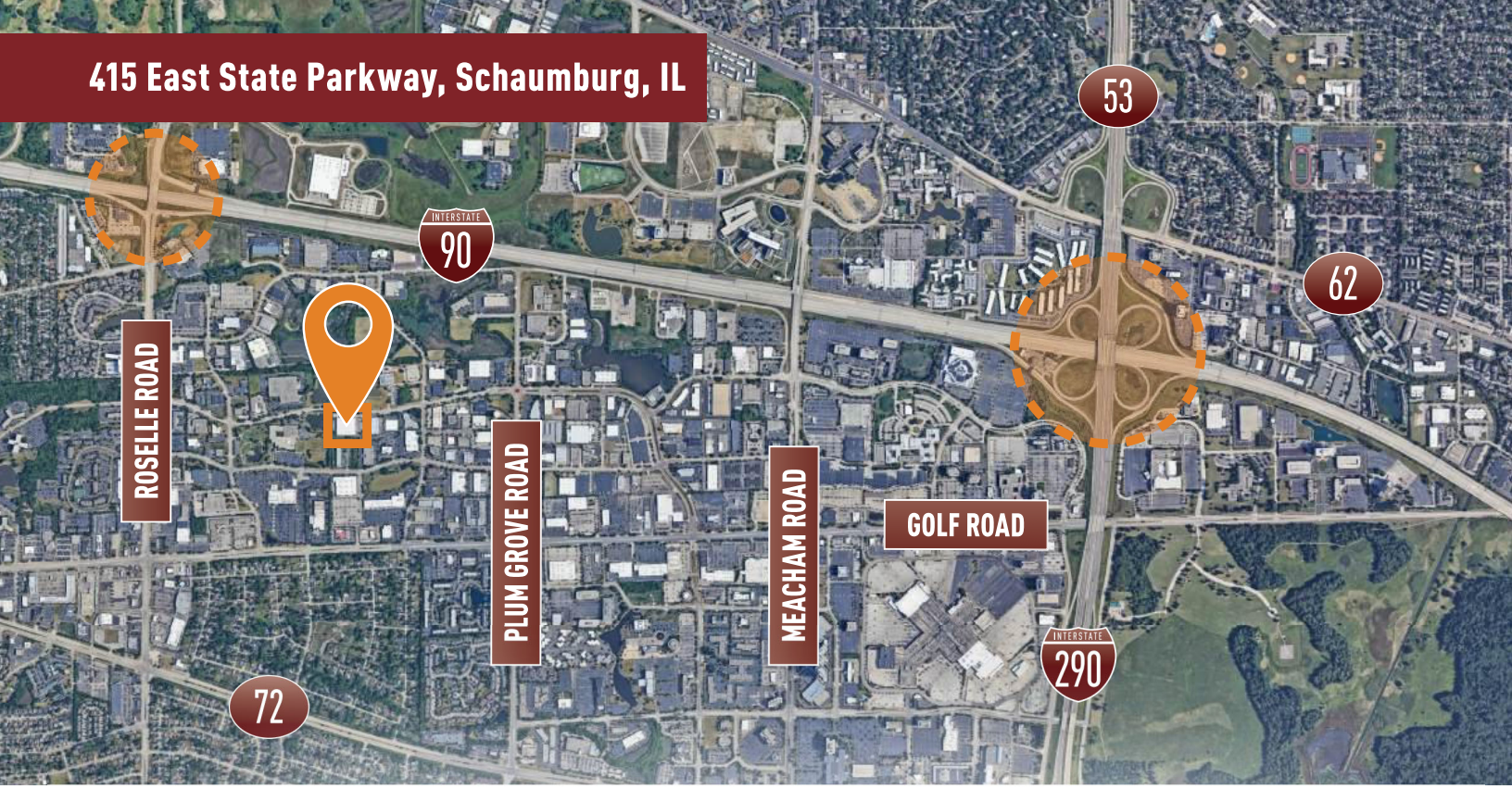
**RONALD BEHM, SIOR**
847-712-6010
ron.behm@colliers.com

**JONATHAN KOHN**
773-627-7847
jonathan.kohn@colliers.com

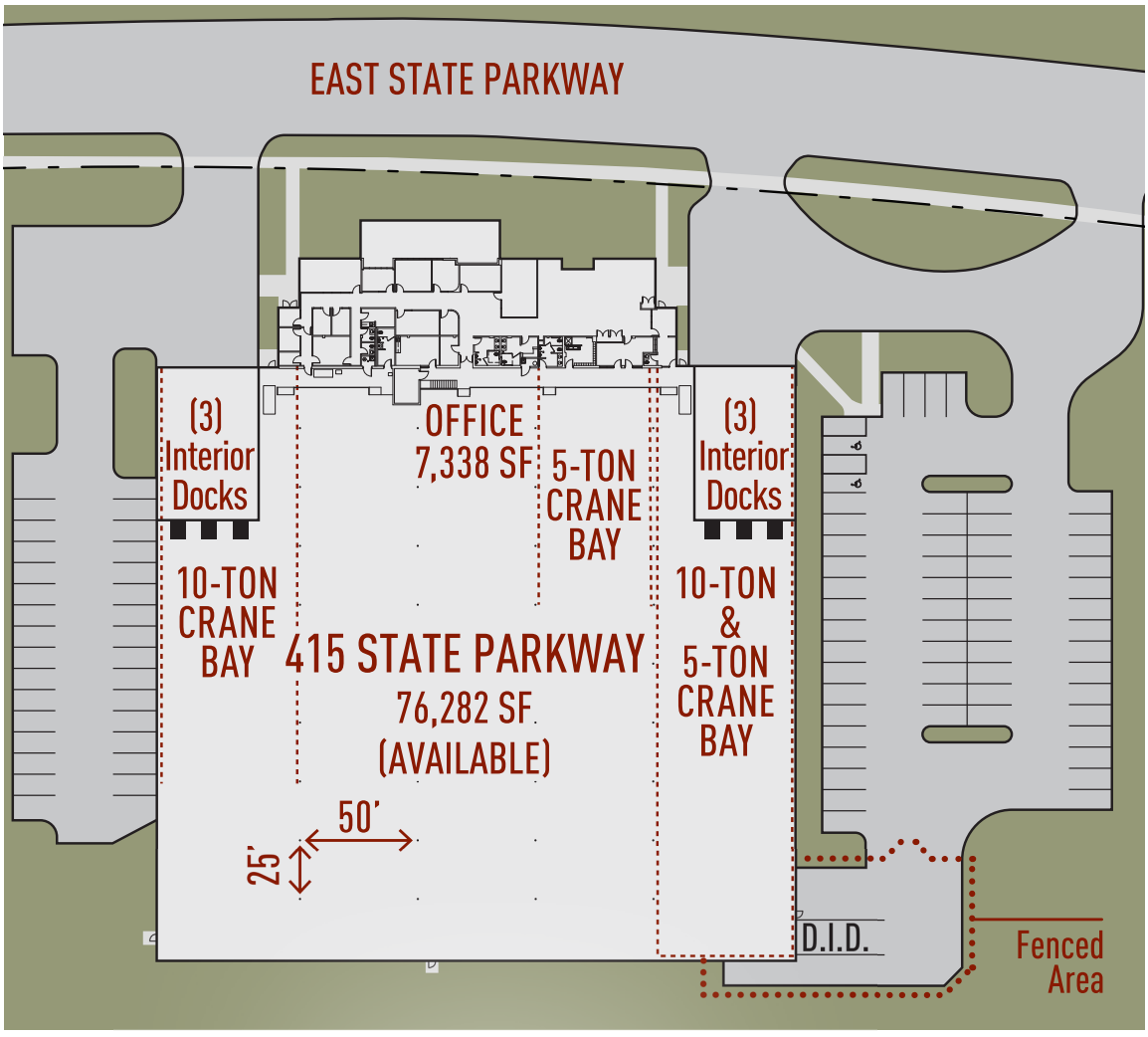
Owner:
ML Realty Partners \\ One Pierce Place, Suite 450, Itasca, Illinois 60143 \\ 630-250-2900

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# 415 East State Parkway, Schaumburg, IL




## Plan




ML REALTY PARTNERS

Owner:
ML Realty Partners \\ One Pierce Place, Suite 450, Itasca, Illinois 60143 \\ 630-250-2900

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# EXHIBIT "I"

## Vacancy/Occupancy Affidavit

**Cook County Assessor's Office**

}

**Appeal Year** 2026
**Appeal No:**

I, Nancy Kozinski, authorized agent of MLRP 415 State Parkway LLC, being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 415 East State Parkway (07-11-303-004-0000) (PROPERTY INDEX NUMBER(S)) in Schaumburg (CITY), subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2025 is as follows:

Condos or Apartments (Please circle)

| | Total Sq. Ft. of Commercial/Industrial Area Occupied * | Total Sq. Ft. of Commercial/Industrial Area Vacant * | Total Sq. Ft. of Commercial/Industrial Area * | Total Number of Residential Condos/Apartments Occupied | Total Number of Residential Condo/Apartments Vacant | Total Number of Residential Condo/ Apartments |
|---|---|---|---|---|---|---|
| January | 76,098 | 0 | 76,098 | | | |
| February | 76,098 | 0 | 76,098 | | | |
| March | 76,098 | 0 | 76,098 | | | |
| April | 0 | 76,098 | 76,098 | | | |
| May | 0 | 76,098 | 76,098 | | | |
| June | 0 | 76,098 | 76,098 | | | |
| July | 0 | 76,098 | 76,098 | | | |
| August | 0 | 76,098 | 76,098 | | | |
| September | 0 | 76,098 | 76,098 | | | |
| October | 0 | 76,098 | 76,098 | | | |
| November | 0 | 76,098 | 76,098 | | | |
| December | 0 | 76,098 | 76,098 | | | |
| **Total** | 228,294 | 684,882 | 913,176 | | | |

**Total annual percent weighted vacancy of Industrial/commercial space** 75.0%

**Total annual percent weighted vacancy of Residential condo/ apartments**

*** Include Commercial condos here.**

(Please check all boxes that apply)

1. ☑ Photos of the vacant space are included with this appeal

2. ☑ Attempts to lease the vacant space were made. The subject property was listed for sale with a broker. (list all attempts made to lease vacant space)

**Attach all listing agreements executed for the last three years.**

3. ☐ No attempts were made to lease the vacant space because:

**For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll. Other relevant additional supporting documentation also may be attached to this affidavit.**

4. ☐ Since the space in question became vacant there has been approximately
_____ showings _____ inquires _____ offers

5. ☐ If offer(s) failed to result in leasing the vacant space, the reason(s) were:

_____

_____

_____

6. For the preceding and calendar years vacancy factors were applied in excess of 15% by:

| | 2022 | 2021 | 2020 |
|---|---|---|---|
| CCAO | _____% | _____% | _____% |
| BOR | _____% | _____% | _____% |
| BOTH | _____% | _____% | _____% |

Reason(s) for requested vacancy relief for the current appeal year (check all that apply):

- ☐ New Construction
- ☐ Initial Start-Up Occupancy
- ☐ Tenant Preparation or Build-out
- ☐ Fire, Flood, Natural Disaster
- ☐ Modification of Original Plans
- ☐ Construction or Completion Delay
  - ☐ Zoning
  - ☐ Plans and Permits
  - ☐ Community Hearing(s) / Review
  - ☐ Local Approval or Ordinance
  - ☐ Financing
  - ☐ Final Inspection / Certificate of Occupancy
- ☐ Eviction of Tenant(s)
- ☐ Demolition
- ☐ Environmental Remediation
- ☑ Building Rehabilitation
- ☐ Conversion to Condominiums
- ☐ Repair of Prior Tenant Damage
- ☐ Alteration, Modification or Conversion to New Use or Configuraton
- ☐ Building Code Compliance
- ☐ Governmental or Court Order
- ☐ Closure Notice or 'Red Tag'
- ☐ Structural, Mechanical, Electrical, Roof, Plumbing or HVAC Failure
- ☐ Bankruptcy of Tenant(s)
- ☐ Loss of Major Tenant(s)
- ☐ Physically Occupied with Rental Abatements
- ☐ Other: _____

_____

Subscribed and sworn before me,

this 10 day of February 2026

Bonnie A. Brztowski
Notary Public

Further affiant sayeth not.

Affiant

*[Notary Seal or Stamp]*

BONNIE A BRZTOWSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 18, 2026

# EXHIBIT "J"

## Vacancy/Occupancy Affidavit

**Cook County Assessor's Office**

**Appeal Year** 2026
**Appeal No:**

I, Dominic J. Susin, Manager of 415 E State LLC, being first duly sworn, on oath depose and say that I am the owner/(managing agent) of the property located at 415 East State Parkway (07-11-303-004-0000) (PROPERTY INDEX NUMBER(S)) in Schaumburg (CITY), subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2026 is as follows:

Condos or Apartments (Please circle)

| | Total Sq. Ft. of Commercial/Industrial Area Occupied * | Total Sq. Ft. of Commercial/Industrial Area Vacant * | Total Sq. Ft. of Commercial/Industrial Area * | Total Number of Residential Condos/Apartments Occupied | Total Number of Residential Condo/Apartments Vacant | Total Number of Residential Condo/ Apartments |
|---|---|---|---|---|---|---|
| January | 0 | 76,098 | 76,098 | | | |
| February | 0 | 76,098 | 76,098 | | | |
| March | 0 | 76,098 | 76,098 | <--Projected | | |
| April | 0 | 76,098 | 76,098 | <--Projected | | |
| May | 0 | 76,098 | 76,098 | <--Projected | | |
| June | 0 | 76,098 | 76,098 | <--Projected | | |
| July | 76,098 | 0 | 76,098 | <--Projected | | |
| August | 76,098 | 0 | 76,098 | <--Projected | | |
| September | 76,098 | 0 | 76,098 | <--Projected | | |
| October | 76,098 | 0 | 76,098 | <--Projected | | |
| November | 76,098 | 0 | 76,098 | <--Projected | | |
| December | 76,098 | 0 | 76,098 | <--Projected | | |
| **Total** | 456,588 | 456,588 | 913,176 | <--Projected | | |

**Total annual percent weighted vacancy of Industrial/commercial space** 50.0%

**Total annual percent weighted vacancy of Residential condo/ apartments**

*** Include Commercial condos here.**

(Please check all boxes that apply)

1. ☑ Photos of the vacant space are included with this appeal

2. ☑ Attempts to lease the vacant space were made. The subject property was listed for sale with a broker and is projected to be occupied as of July 1, 2026
(list all attempts made to lease vacant space)

Attach all listing agreements executed for the last three years.

3. ☐ No attempts were made to lease the vacant space because:

**For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll. Other relevant additional supporting documentation also may be attached to this affidavit.**

4. ☐ Since the space in question became vacant there has been approximately
_____ showings _____ inquires _____ offers

5. ☐ If offer(s) failed to result in leasing the vacant space, the reason(s) were:

_____

_____

_____

6. For the preceding and calendar years vacancy factors were applied in excess of 15% by:

| | 2022 | 2021 | 2020 |
|---|---|---|---|
| CCAO | _____% | _____% | _____% |
| BOR | _____% | _____% | _____% |
| BOTH | _____% | _____% | _____% |

Reason(s) for requested vacancy relief for the current appeal year (check all that apply):

- ☐ New Construction
- ☐ Initial Start-Up Occupancy
- ☐ Tenant Preparation or Build-out
- ☐ Fire, Flood, Natural Disaster
- ☐ Modification of Original Plans
- ☐ Construction or Completion Delay
  - ☐ Zoning
  - ☐ Plans and Permits
  - ☐ Community Hearing(s) / Review
  - ☐ Local Approval or Ordinance
  - ☐ Financing
  - ☐ Final Inspection / Certificate of Occupancy
- ☐ Eviction of Tenant(s)
- ☐ Demolition
- ☐ Environmental Remediation
- ☑ Building Rehabilitation
- ☐ Conversion to Condominiums
- ☐ Repair of Prior Tenant Damage
- ☐ Alteration, Modification or Conversion to New Use or Configuraton
- ☐ Building Code Compliance
- ☐ Governmental or Court Order
- ☐ Closure Notice or 'Red Tag'
- ☐ Structural, Mechanical, Electrical, Roof, Plumbing or HVAC Failure
- ☐ Bankruptcy of Tenant(s)
- ☐ Loss of Major Tenant(s)
- ☐ Physically Occupied with Rental Abatements
- ☐ Other: _____

_____

Subscribed and sworn before me,
this 9th day of February, 2026

Claudia P Deetjen
Notary Public

Further affiant sayeth not.

P. S.
Affiant

[Notary Seal or Stamp]

OFFICIAL SEAL
CLAUDIA P DEETJEN
Notary Public, State of Illinois
Commission No. 977861
My Commission Expires September 14, 2027

**BEFORE THE VILLAGE OF SCHAUMBURG**
**COOK COUNTY, ILLINOIS**

| | | |
|---|---|---|
| 415 E State LLC,<br>Petitioner. | ) | Date of Filing: February 12, 2026 |
| ADDRESS OF SUBJECT:<br>415 East State Parkway, Schaumburg, Illinois | ) | TOWNSHIP: Schaumburg<br>PIN(s): 07-11-303-004-0000 |

## Amended Brief in Support of 6B Application

The petitioner, 415 E State LLC, by its attorneys, Fitzgerald Law Group, P.C., in support of its 6B application, attached hereto, states as follows:

### I. Ownership

The subject property is currently owned by MLRP 415 State Parkway LLC, and is being purchased by the applicant, 415 E State LLC for a total consideration of $7,150,000. Attached as Exhibit "A", is an executed copy of the Purchase and Sale Agreement, dated February 2, 2026. 415 E State LLC intends to reoccupy the subject property which will have been vacant for more than 12 continuous months. Construction is set to commence on or about May 1, 2026 with an anticipated date of re-occupation on July 1, 2026. Once completed, the subject property will serve as the consolidated corporate headquarters for BEC Equipment LLC (d/b/a Boiler Equipment Company, BEC Service LLC) and IA Manufacturing LLC (d/b/a Industrial Steam, Atlantic Feedwater Systems, Industrial Fuel Systems, and Wilson Engineering). This move will consolidate four separate business locations outside of Cook County into a single facility in Schaumburg, Illinois. BEC Equipment LLC and IA Manufacturing LLC's primary focus is to manufacture, sell, and service boilers and component parts essential to the boiler industry. A full list of persons and entities with an interest in this 6b application is attached hereto as Exhibit "B". Additional background information on BEC Equipment, LLC and IA Manufacturing LLC is attached as Exhibit "C".

### II. Subject Property

The subject property features a 76,098-square-foot industrial building situated on approximately 222,335 square feet of land in Schaumburg Township. Currently classified as Class 5-93, the site is zoned M-P (Planned Manufacturing). For further detail, the legal description is included as Exhibit "D," and the most recent ALTA survey is provided as Exhibit "E."

| | |
|---|---|
| **PIN(s):** | 07-11-303-004-0000 |
| **Class:** | 5-93 |
| **Address:** | 415 East State Parkway, Schaumburg, Illinois |
| **Improvement Size:** | 76,098 square feet |
| **Land Size:** | 222,335 square feet |
| **L:B Ratio:** | 2.92:1 |
| **Year Built:** | 1980 |



## III. Eligibility Requirements

Eligibility for the Class 6b incentive is governed by Section 74-63(7)(d) of the Cook County Code of Ordinances. Following the adoption of Ordinance Amendment 21-2556 on May 13, 2021, the abandonment threshold was reduced from twenty-four months to twelve months. This application is submitted on the basis that the subject property meets these criteria, as it will have reached the required twelve-month vacancy period by the scheduled closing date of May 1, 2026.

### A. The Real Estate is Used Primarily for Industrial Purposes

Under the Cook County Real Property Assessment Classification Ordinance, industrial purposes is defined as follows:

> Any real estate used primarily in manufacturing […] or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation of storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing.

The subject property is currently utilized for, and will continue to be used for, industrial purposes. A comprehensive explanation of the Intended Use is provided in Exhibit “F.” Specifically, the facility will serve as a hub for equipment storage, maintenance, inventory management, and administrative operations. Planned investments, detailed in Exhibit “G,” include an office build-out, the construction of a specialized training facility, and the installation of heavy machinery for boiler handling.

### B. Occupation of Abandoned Property

The subject property has remained vacant since April 26, 2025. The applicant is currently under contract to purchase the property, with a scheduled closing on or about May 1, 2026, followed by an immediate commencement of renovations. Full occupancy is projected for July 1, 2026, at which point the property will have reached nearly 15 months of continuous vacancy. Documentation supporting this timeline includes the listing brochure (Exhibit “H”) and tax year 2025 and 2026 vacancy affidavits (Exhibits “I” and “J”), signed by both the prior and future owners.

### C. Timely Filed

This application is being submitted prior to the start of any construction, rehabilitation or occupancy.

## IV. Special Circumstances

The subject property has remained vacant since April 26, 2025, and will satisfy the twelve-month vacancy requirement mandated by the Cook County Ordinance at the time of closing. While the Village of Schaumburg’s internal guidelines typically seek twenty-four (24) months of vacancy, the Village allows for exceptions as low as six (6) months under special circumstances. The following points outline the unique merits and special circumstances of this project that warrant such an exception.

### A. Consolidation of Existing Locations from Outside of Cook County to Schaumburg, Illinois

The subject property will serve as the corporate headquarters for BEC Equipment LLC (d/b/a Boiler Equipment Company and BEC Service LLC) and IA Manufacturing LLC (d/b/a Industrial Steam, Atlantic Feedwater Systems, Industrial Fuel Systems, and Wilson Engineering). This project involves the consolidation and relocation of these entities from four separate facilities currently located outside of Cook County. A comprehensive list of all interested parties is provided in Exhibit "B." While BEC Equipment LLC focuses on the regional sales and maintenance of industrial equipment, further background on both primary entities is detailed in Exhibit "C."

### B. Capital Expenditures and Expansion of Equalized Assessed Value

The images below depict the subject property in its current state, and how the subject property might look with a refreshed façade:

***Current***




***Refreshed***




The following table shows a rough estimate of potential capital expenditures:

| Category | Estimated Investment | Description |
|---|---|---|
| Interior Office | $250,000 - $272,000 | Paint and carpet, refine finishes |
| Exterior Building | $190,000 +/- | Exterior paint, updates to façade |
| Landscaping | $15,000 - $30,000 | Dependent on scope but at minimum, turn repairs, mulching and several 3 gallon perennial plants and shrubs |
| Other / Miscellaneous | $90,000 +/- | Crane repair, estimated to be $50K +/-, HVAC RTU replacement - $40K |

The following analysis, attached as Exhibit "K" compares the most recent final tax liability (2024) and the current 2025 liability against three projected scenarios: the estimated tax liability with the Class 6b incentive at the purchase price, the liability based on the purchase price plus planned expenditures, and the projected liability upon the expiration of the 6b incentive. For the purpose of this comparison, all other factors—including levies, market values, and equalizers—are held constant.

| | At 2024 Board of Review Certified Market Value | At Present Market Value (2025 Board of Review Appeal Pending) | At Sale Price Without Potential Capital Expenditures and 6B | At Sale Price Including Potential Capital Expenditures and 6B | At Sale Price Without Potential Capital Expenditures after Expiration of 6B | At Sale Price Including Potential Capital Expenditures after Expiration of 6B |
|---|---|---|---|---|---|---|
| Market Value: | $3,379,860 | $4,298,860 | $7,150,000 | $7,732,000 | $7,150,000 | $7,732,000 |
| Assessed Value: | 844,965 | 1,074,715 | 715,000 | 773,200 | 1,787,500 | 1,933,000 |
| Equalizer*: | 3.0355 | 3.0355 | 3.0355 | 3.0355 | 3.0355 | 3.0355 |
| Local Tax Rate*: | 9.585675% | 9.585675% | 9.585675% | 9.585675% | 9.585675% | 9.585675% |
| Estimated Tax Liability: | **$245,862.14** | **$312,713.22** | **$208,045.81** | **$224,980.45** | **$520,114.53** | **$562,451.13** |

**most recently ascertainable*

Granting this incentive is a strategic investment in Schaumburg's long-term tax health. While the Village maintains a stable revenue stream consistent with 2024 levels, the project is projected to grow the property's tax contribution by over 100% upon the incentive's expiration. Beyond the direct real estate taxes, the applicant's consolidation of four separate businesses into this single headquarters will drive local job creation and secondary economic activity that far outweighs the temporary relief provided by the Class 6b status.

### C. Job Creation and Benefits

The relocation of these entities will immediately inject 25 high-paying, skilled positions into the Cook County workforce—all of which are being drawn from outside the county. This is only the baseline; as the applicants continue their upward trajectory, they anticipate an immediate short-term expansion of at least five additional roles, including interior engineering and administrative support, with a commitment to local hiring.

Furthermore, this facility will solve critical capacity issues for our Atlantic, Iowa plant. By establishing a specialized assembly and nationwide distribution hub in Schaumburg for the innovative RAPID-THERM system (see Exhibit "L"), the applicant expects to create an additional 10 to 12 new jobs within the first few years. With an existing annual payroll of $5,000,000 and a superior benefits package—including 90% employer-paid health insurance and maximum 401(k) matching—this project represents a significant, high-quality investment in the Schaumburg community.

### D. Community Involvement

The applicant is deeply committed to the long-term vitality of Schaumburg, a dedication evidenced by their long-standing support of the Al Larson Prairie Center for the Arts. This history as a consistent donor reflects a core belief in investing in the cultural fabric of the Village. To further this commitment, the applicant has formally joined the Schaumburg Business Association, with the specific goal of becoming an active, contributing leader within the local business community. Central to this expansion is a "community-first" hiring initiative, which prioritizes recruiting talent from within Schaumburg to ensure that the economic benefits of this project—including high-quality, high-paying roles—remain directly within the Village.

### E. Sale Contingent Upon 6B Approval

The Class 6b incentive is the deciding factor in this sale and relocation; without it, this project is not financially viable in Cook County. The region's current property tax burden creates a prohibitive cost barrier that would force the applicant to consolidate its operations in a more tax-competitive jurisdiction outside of the county. Securing this incentive is the only path that allows the applicant to offset these excessive carry costs and justify the substantial investment in the Schaumburg community.

### F. Prayer for Relief

Based upon the foregoing representations and the attached Exhibits, it is requested that a Class 6B incentive be granted.

Respectfully submitted,

415 E State LLC

By: _____

John P. Fitzgerald
Mary Kathleen Fitzgerald
FITZGERALD LAW GROUP, P.C.
7035 High Grove Boulevard
Burr Ridge, Illinois 60527
(312) 346-3000
Attorney No. 892

**RESOLUTION NO. R-26-**

**A RESOLUTION APPROVING AND AUTHORIZING A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS, (415 E STATE LLC )**

**WHEREAS**, the President and Board of Trustees (the "Corporate Authorities") of the Village of Schaumburg (the "Village") have received a request from 415 E State LLC (“Applicant”) for a Cook County Class 6B Real Estate Tax Classification ("Class 6B Classification") for the following-described property:

> SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
>
> Permanent Tax Index Number: 07-11-303-004-0000
>
> Common Address: 415 E. State Parkway, Schaumburg, Illinois 60173; (the "Subject Property").

**WHEREAS**, the Corporate Authorities have received information, letters and testimony regarding said request; and

**WHEREAS**, the Village is willing to assist Applicant in securing a Class 6B Classification for the Subject Property, provided the Village receives certain assurances from Applicant relating thereto, given that the continued operation of Applicant’s business in the Village should be beneficial to the economic vitality of the Village, as more specifically set forth in the Development Agreement attached hereto as Exhibit A and made part hereof (the "Development Agreement"); and

**WHEREAS**, Applicant will hire twenty-five (25) employees over the next two (2) years at Applicant's facility that is located on the Subject Property (the "Facility"); and

**WHEREAS**, Applicant will invest $940,000 and no/100 dollars in capital relative to the Facility over the next two (2) years; and

**WHEREAS**, Applicant will support the Schaumburg community such as the Schaumburg Business Association, the Boys and Girls Club, Al Larson Cultural Center, and other Schaumburg organizations; and

**RESOLUTION NO. R-26-**

**A RESOLUTION APPROVING AND AUTHORIZING A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS, AND A DEVELOPMENT AGREEMENT IN RELATION THERETO (415 E STATE LLC)**

**WHEREAS**, Applicant will, on a biannual basis, provide the Village with the number of employees at the Facility, along with documentation from the Cook County Assessor and Applicant, that depicts the land value and all line item improvements associated with the Subject Property and the Facility, as well as the new replacement cost (i.e., the Addition's market value) assigned to the Subject Property and the Facility by the Cook County Assessor;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG, COOK AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:**

**SECTION ONE**: The Village hereby supports and consents a Class 6B Classification for the business known as Applicant, located on the Subject Property.

**SECTION TWO**: The Village of Schaumburg find that it is necessary, for development to occur on the Subject Property that the Subject Property receive a Class 6B Classification.

**SECTION THREE**: Although the building will have been vacant less than the Village's general policy requirement of a minimum of twenty-four months, that term can be reduced to six months under Village policy due to special circumstances, and here, due to the Applicant consolidating its existing operations from outside of Cook County to the Village of Schaumburg, such special circumstances are present.

**SECTION FOUR**: That the Development Agreement is hereby approved, and the Village President is hereby authorized and directed to sign same on behalf of the Village.

**SECTION FIVE**: That, in the event Applicant does not comply with the terms of the Development Agreement, the Village may request that the Cook County Assessor terminate the Class 6B Classification for the Subject Property.

**SECTION SIX**: That, in the event Applicant does not comply with the terms of the Development Agreement, the Village may require that Applicant pay to the Village the difference between what Applicant would have paid in real estate taxes, had the Class 6B Classification not been renewed, and what Applicant actually paid in real estate taxes with the renewed Class 6B Classification, as provided for in the Development Agreement.

**RESOLUTION NO. R-26-**

**A RESOLUTION APPROVING AND AUTHORIZING A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS, AND A DEVELOPMENT AGREEMENT IN RELATION THERETO (415 E STATE LLC)**

**SECTION SEVEN**: That the Village Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.

**SECTION EIGHT**: This Resolution shall be in full force and effect upon passage and approval as required by law.

AYES: (0)

NAYS: (0)

ABSENT: (0)

PASSED AND APPROVED this_____ day of_____, 2026.

_____

VILLAGE PRESIDENT

ATTEST:_____

Village Clerk

APPROVED:

_____

Village Attorney

**Exhibit A**

**DEVELOPMENT AGREEMENT BETWEEN**

**THE VILLAGE OF SCHAUMBURG AND 415 E STATE LLC**

**FOR THE APPROVAL OF A COOK COUNTY CLASS 6B REAL ESTATE TAX**

**CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS**

**(attached)**

**Exhibit A**

**DEVELOPMENT AGREEMENT BETWEEN**

**THE VILLAGE OF SCHAUMBURG AND 415 E STATE LLC**

**FOR THE APPROVAL OF A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS**

(attached)

**DEVELOPMENT AGREEMENT BETWEEN**
**THE VILLAGE OF SCHAUMBURG AND 415 E STATE LLC FOR THE APPROVAL OF A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION**
**FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS**

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2026, by and between the VILLAGE OF SCHAUMBURG, an Illinois home rule municipal corporation (the "Village") and 415 E STATE LLC (“Applicant”).

## RECITALS

A. The Village is a home rule unit of local government.

B. Applicant is an Illinois limited liability company, and as the date hereof is the contract purchaser of the following-described property:

SUBLOT 5 IN WOODFIELD BUSINESS CENTER UNIT NO. 3, A RESUBDIVISION OF LOT 2 IN WOODFIELD BUSINESS CENTER IN SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Number: 07-11-303-004-0000

Common Address: 415 E. State Parkway, Schaumburg, Illinois 60173; (the "Subject Property").

C. Applicant shall, upon purchase of the Subject Property, use the property as the corporate headquarters for BEC Equipment LLC and IA Manufacturing LLC, and will utilize the Subject Property for the business of manufacture, repair, warehouse, and sale of boiler equipment and component parts (the “Facility”).

D. Applicant is currently seeking a real estate tax incentive under Class 6B of the Cook County Real Property Assessment Classification Ordinance (the “Incentive”) and seeking the Village's assistance in obtaining the approval of the Class 6B Incentive.

E. The Village is willing to assist Applicant in obtaining the approval of the Class 6B Incentive, provided the Village receives certain assurances from Applicant relating thereto, given that the continued operation of businesses located within 415 E. State Parkway should be beneficial to the economic vitality of the Village.

F. Although the building will have been vacant less than the Village’s general policy requirement of a minimum of twenty-four months, that term can be reduced to six months under Village policy due to special circumstances, and here, due to the Applicant consolidating its existing operations from outside of Cook County to the Village of Schaumburg, such special circumstances are present.

**DEVELOPMENT AGREEMENT BETWEEN**
**THE VILLAGE OF SCHAUMBURG AND 415 E STATE LLC FOR THE APPROVAL OF A COOK COUNTY CLASS 6B REAL ESTATE TAX CLASSIFICATION**
**FOR 415 E. STATE PARKWAY, SCHAUMBURG, ILLINOIS**

**IN CONSIDERATION OF** the Recitals set forth above, the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by Applicant and the Village, Applicant and the Village agree as follows:

**Section 1.** The Village shall approve the Class 6B Incentive for the land and improvements of the subject property as reoccupation of abandoned property with a finding of special circumstances.

**Section 2.** Applicant will hire a minimum of twenty-five (25) employees by December 31, 2028 at the Applicant facility that is located on the Subject Property (the "Facility"); and is to be maintained for the term of the 6B Incentive.

**Section 3.** Applicant will invest a minimum of $940,000 no/100 dollars in capital improvements to the Facility by December 31, 2028.

**Section 4.** Applicant will support the Schaumburg community and expand its civic engagement relative to Schaumburg civic agencies of a minimum of $10,000 a year.

**Section 5.** Applicant shall, on a biannual basis, provide the Village with the number of employees at the Facility, along with documentation, from the Cook County Assessor and Applicant that depicts the land value and all line-item Improvements associated with the Subject Property and the Facility, as well as the new replacement cost (i.e., the Improvements market value) assigned to the Subject Property and the Facility by the Cook County Assessor. Applicant will provide the Village with copies of any affidavits submitted to the Cook County Assessor as required to be in compliance with and to retain the 6B Tax Incentive.

**Section 6.** 6B Incentive Termination Provision: If Applicant does not comply with the requirements set forth in Sections 2 and 3, and/or does not comply with Sections 4 and 5 above on an annual basis:

A. The Village may request that the Cook County Assessor terminate the Class 6B Incentive for the Subject Property; and

B. The 6B Incentive will be terminated if Applicant ceases operations during the Incentive period. A Cease Operation Form must be submitted to the Cook County Assessor within 30 days of the end of operations.

C. The Cook County Assessor may terminate the 6B designation under the any of the following circumstances:

- Failure to file the required annual affidavit prior to the filing deadline;

- Failure to maintain the property in substantial compliance with all applicable local building, safety, and health codes and requirements;
- Failure to comply with the Class 6B requirements of substantial occupancy.

D. In return for receiving the Incentive classification for the subject property, Applicant stipulates and agrees that in the event of a termination, that it shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the Incentive classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the Incentive was revoked or cancelled during which the property was being assessed with the Incentive classification.

E. Failure of Applicant to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in-person liability, which may be enforced against the owners. If necessary, a Repayment Plan agreement could be established.

**Section 7.** Recitals. This Agreement shall be deemed dated and become effective on the date the last party executes this Agreement, as set forth below, which date shall be inserted on the first page hereof.

**Section 8.** Effective Date. This Agreement shall be deemed dated and become effective on the date the last party executes this Agreement, as set forth below, which date shall be inserted on the first page hereof.

| | |
|---|---|
| **VILLAGE OF SCHAUMBURG** | **415 E STATE LLC** |
| By:_____ | By:_____ |
| Tom Dailly, Village President | Dominic J. Susin, Chief Executive Officer |
| Attest:_____ | Attest: _____ |
| Date:_____ | Date:_____ |

VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

TO: Schaumburg Business Development Commission

FROM: Liz Dechant, Assistant Director of Economic Development

RE: 415 E State LLC at 415 E. State Parkway, Class 6B Request

DATE: May 11, 2026

## Introduction

Please find the Cook County Class 6B Application from 415 E State LLC (the "Applicant") to purchase the 76,098 square foot industrial space at 415 E. State Parkway (the "Subject Property") with Permanent Tax Index Number 07-11-303-004-0000. The location of the Subject Property is shown below:




The Applicant is seeking a Class 6B tax incentive, in which the property would be assessed at a 10% assessment level for the first ten years, 15% for the eleventh year, and 20% for the twelfth year instead of the normal 25% assessment level. According to the Office of the Cook County Treasurer, the Subject Property was billed $245,862.11 total in property taxes in the 2024 tax year.

## Discussion

Cook County defines an abandoned property as "buildings or other structures that, after having been vacant and unused for at least 12 continuous months, are purchased for value or by a

purchaser in whom the seller has no direct financial interest." The Subject Property was last occupied by MLRP 415 State Parkway LLC (operating as the Pull'R Holding Company), who relocated to Hoffman Estates in April 2025. The property has remained vacant since. The Village of Schaumburg's 6B policy typically seeks 24 months of vacancy but allows for exceptions as low as six (6) months under special circumstances.

The special circumstance that warrants an exception is the consolidation of the Applicant's existing locations from outside of Cook County to Schaumburg. The Subject Property will serve as the corporate headquarters for BEC Equipment LLC (d/b/a/ Boiler Equipment Company and BEC Service LLC) and their business entity IA Manufacturing LLC (d/b/a Industrial Steam, Atlantic Feedwater Systems, Industrial Fuel Systems, and Wilson Engineering). They plan to consolidate and relocate these entities from four separate locations in Oakbrook Terrace, Lombard, and Montgomery, IL and Atlantic, Iowa into the Subject Property.

The Applicant anticipates closing on the Subject Property in June 2026 for $7.15M, contingent on the approval of the Class 6B incentive, and reaching full occupancy of the property in July 2026. At that point, the property will have reached nearly 15 months of continuous vacancy.

*Employment and Business Growth*
The Applicant is proposing to open BEC Service LLC and IA Manufacturing LLC in the Subject Property. BEC is a manufacturer's representative in the boiler industry, who sells new boilers, burners, and deaerator equipment in the Chicagoland area, and maintains installed equipment through its service group. Customers include Chicago Transit Authority, Illinois Institute of Technology, Baxter Healthcare, and Northwestern Memorial Hospital. Central to BEC's expansion is a "community-first" hiring initiative, which prioritizes recruiting talent from within Schaumburg. The application estimates there will be 25 full-time employees. These employees are expected to meet the minimum wage requirements for Cook County.

*Capital Improvements*
The Applicant is proposing to spend $940,000 to make various improvements to the Subject Property. Improvements include maintenance and upgrades to the two 10-ton and three 5-ton cranes, converting the loading dock to a drive-in receiving bay, upgrading electrical service, installing solar panels and EVA chargers, tuckpointing, and renovating an office buildout. The property is move-in ready, and the Applicant plans to make capital improvements by December 31, 2028.

*Civic Involvement*
The Village of Schaumburg's policy requires ongoing community involvement and financial support. The Applicant is currently a member of the Schaumburg Business Association and supports the Boys & Girls Club of Chicago and the Al Larson Cultural Center. They have agreed to provide $10,000 annually to these or one of the following agencies including but not limited to the Schaumburg Township Library District, Schaumburg Park District, the Schweiker House,

Harper College, School District 54, School District 211, and the Golden Corridor Advanced Manufacturing Partnership.

Below is a breakdown of how the proposed improvements will impact the existing Property taxes:

| | Current Valuation | Valuation With 6B and Improvements | Valuation Without 6B |
|---|---|---|---|
| **Fair Market Value (FMV)** | $4,298,860 | $7,900,000 | $3,868,974 |
| **Assessment Value** | 25% | 10% | 10% |
| **Assessed Value (AV)** | $1,074,715 | $790,000 | $386,897 |
| **State Equalizer** | 3.0355 | 3.0355 | 3.0355 |
| **Equalized Assessed Value EAV)** | $3,262,297 | $2,398,045 | $1,174,427 |
| **Tax Rate** | 9.585675% | 9.585675% | 9.585675% |
| **Tax Amount** | $312,713 | $229,869 | $109,069 |

*Investment and discount rate only calculated in the Revised Valuation. FMV is generated from the market price of the PIN incorporated with the application with the proposed improvements of $1 million at 75% discount rate.

Over the life of the incentive, the applicant is expected to pay approximately $3.1 million in property taxes and save over $3.8 million based on the 2024 State Equalizer of 3.0355 and 2024 Local Tax Rate of 9.585675%:

| | Tax Assessment Level | Tax Amount | Total Tax Amount |
|---|---|---|---|
| **Years 1-10** | 10% | $229,869 | $2,298,688 |
| **Year 11** | 15% | $344,803 | $344,803 |
| **Year 12** | 20% | $459,738 | $459,738 |
| **Total Taxes w/ 6B** | | | $3,103,229 |

Village staff and the Schaumburg Business Development Commission Steering Committee are supportive of the Class 6B request. If approved, staff will work with the Applicant and make the Class 6B contingent upon a Development Agreement outlining the Applicant's investment of $940,000, employing 25 employees on the Subject Property, and establishing their local community support.

## Recommendation

If the Schaumburg Business Development Commission concurs with the Steering Committee's evaluation, they should recommend to the Finance, Legal, Administrative and General Government Committee approval of a Class 6B tax incentive for 415 E State LLC with special circumstances.

VILLAGE OF
SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Resolution No. R-26-_____A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the Village of Hoffman Estates and the Village of Schaumburg for Reciprocal Temporary Use of Emergency Vehicles.**
**05/26/26**
**Village Board**

Presenter: Fabio Puccini, Fire Chief
Lead Department: Fire Department

***Executive Summary:***

Attached please find a proposed Intergovernmental Agreement (IGA) between the Village of Schaumburg and the Village of Hoffman Estates. The purpose of this IGA is to allow each municipality to temporarily borrow emergency fire vehicles from the other when one of their own units is unexpectedly unavailable due to unforeseen emergencies, catastrophic losses, or extended out of service conditions. The arrangement is strictly voluntary and dependent on the lending Party's vehicle availability at any given time.

Under the Agreement, each municipality may use the other's emergency vehicles at no cost, although the borrowing Party remains responsible for obligations related to repair of damage caused during its use and for indemnification consistent with the Agreement's terms. The borrowing Party assumes responsibility, to the extent permitted by law, for injuries, property damage, or losses arising from its operation, custody, or control of the borrowed vehicles, excluding issues resulting from the lending Party's negligence, willful misconduct, maintenance failures, or pre existing defects.

The borrowing Party also agrees to indemnify and hold harmless the lending municipality for claims arising from its own acts or omissions, while both Parties retain all protections under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

Ownership of all vehicles and equipment remains solely with the lending Party. Each municipality will maintain its own insurance or self insurance consistent with normal municipal practice. Vehicle use requires mutual authorization by designated representatives, and during any borrowing period, the borrowing municipality retains full operational control, ensuring all use complies with applicable laws, policies, and training requirements.

This Agreement enhances operational resilience for both communities by ensuring continuity of emergency response capabilities while maintaining clear lines of responsibility, liability, and control.

***Recommended Action:***

The Village Manager recommends the Public Safety Committee recommend the Village Board approve a Resolution authorizing the Village President and Village Clerk to Execute an Intergovernmental Agreement between the Village of Schaumburg and the Village of Hoffman Estates for Reciprocal Temporary Use of Emergency Vehicles.

**ATTACHMENTS:**

- Resolution_re_IGA_with_Hoffman_Estates_for_shared_use_of_emergency_equipment_2102225.1_(1).docx
- Schaumburg - IGA with Hoffman Estates re_ Emergency Vehicle Use - 3.2026(2077066.1).docx

**RESOLUTION NO R-26-_____**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND THE VILLAGE OF SCHAUMBURG FOR RECIPROCAL TEMPORARY USE OF EMERGENCY VEHICLES**

**WHEREAS**, the Village of Hoffman Estates ("Hoffman Estates") and the Village of Schaumburg ("Schaumburg") desire to cooperate and allow for the reciprocal temporary use of emergency vehicles, including fire suppression or emergency medical service vehicles in order to maintain uninterrupted emergency services in times of need; and

**WHEREAS**, Hoffman Estates and Schaumburg are authorized under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Governmental Cooperation Act (5 ILCS 220/1 *et seq.*) to approve and enter into the attached Intergovernmental Agreement; and

**WHEREAS**, Schaumburg finds it would be in the best interests of the Village and its citizens to enter into the attached Intergovernmental Agreement (Exhibit "A").

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:**

**SECTION ONE**: That the Village President and Village Clerk be and is hereby authorized and directed to execute the attached Intergovernmental Agreement (Exhibit "A") by and between the Village of Hoffman Estates and the Village of Schaumburg, and to take such further steps to comply with the terms and conditions set forth therein.

**SECTION TWO**: That this Resolution shall be in full force and effect after passage and approval as required by law.

**AYES:**
**NAYS:**
**ABSENT:**

**PASSED AND APPROVED** this _____day of _____, 2026.

_____
Village President

**ATTEST:**

_____
Village Clerk

**INTERGOVERNMENTAL AGREEMENT FOR**
**RECIPROCAL TEMPORARY USE OF EMERGENCY VEHICLES**

This Intergovernmental Agreement ("Agreement") is entered into as of _____, 2026, by and between the Village of Hoffman Estates, an Illinois municipal corporation ("Hoffman Estates"), and the Village of Schaumburg, an Illinois municipal corporation ("Schaumburg") (collectively, the "Parties").

**RECITALS**

**WHEREAS,** Hoffman Estates and Schaumburg are Illinois home rule municipalities authorized to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

**WHEREAS,** the Parties each provide fire suppression and emergency medical services as essential governmental functions for the protection of the public health, safety, and welfare; and

**WHEREAS,** either Party may experience unforeseen emergencies, catastrophic losses, or extended out-of-service conditions resulting in the temporary unavailability of one or more fire suppression or emergency medical service vehicles owned by that Party; and

**WHEREAS,** the Parties desire to provide a mechanism whereby either Party may, upon request and mutual authorization, permit the other Party to temporarily use certain fire suppression or emergency medical service vehicles owned by the lending Party ("Emergency Vehicles") in order to maintain uninterrupted emergency services; and

**WHEREAS,** the Parties intend that any such temporary use be provided at no cost and subject to the terms and conditions set forth herein.

**NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:**

**1. Purpose and Scope.** Either Party may permit the other Party to use Emergency Vehicles owned by the lending Party on a temporary and as-needed basis, subject to availability, when the borrowing Party's vehicles are unavailable due to an unforeseen emergency, catastrophic loss, or extended out-of-service condition. Nothing herein shall be construed to create an obligation on either Party to provide Emergency Vehicles in any particular circumstance. This agreement does not include the sharing of personnel.

**2. No Cost for Use.** Each Party agrees that the other Party's use of its Emergency Vehicles pursuant to this Agreement shall be provided at no cost, fee, rental charge, or reimbursement obligation of any kind. Nothing in this Section shall be construed to relieve the borrowing Party of its express obligations under this Agreement relating to damage, repair, or indemnification arising from that Party's use or operation of the Emergency Vehicles.

**3. Assumption of Risk.** To the extent permitted by law, and without waiving any immunity from liability to which either Party is entitled by law, the borrowing Party shall be responsible for injuries, death, and damage to real or personal property arising from that Party's operation, custody, or control of the Emergency Vehicles. Nothing herein shall be construed to require the borrowing Party to be responsible for injuries, death, or damage arising from the negligence, willful misconduct, maintenance failures, or latent defects attributable to the lending Party.

**4. Indemnification.** To the extent permitted by law, the borrowing Party agrees to indemnify and hold harmless the lending Party, its officers, officials, employees, agents, and representatives from and against claims, damages, losses, or liabilities arising out of the borrowing Party's acts or omissions in the operation, custody, or control of the Emergency Vehicles. The borrowing Party shall not be required to indemnify the lending Party for claims arising from the lending Party's own negligence, willful misconduct, failure to maintain the Emergency Vehicles, or defects or conditions existing prior to transfer of the Emergency Vehicles. Nothing herein shall be construed as a waiver of any immunity or defense available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or other applicable law.

**5. Repair and Damage.** The borrowing Party shall be responsible for the cost of repairing damage to the Emergency Vehicles or equipment thereon caused by the borrowing Party's use or operation. This obligation shall not include ordinary wear and tear, mechanical failure not caused by the borrowing Party's personnel, or damage attributable to pre-existing conditions.

**6. Ownership.** The borrowing Party acknowledges that all Emergency Vehicles and equipment thereon shall at all times remain the sole and exclusive property of the lending Party.

**7. Insurance.** Each Party shall maintain insurance coverage or self-insurance consistent with its normal municipal risk management practices, including coverage for liability arising from operation of emergency vehicles. Upon reasonable request, each Party shall provide evidence of such coverage. Nothing herein shall be construed to require either Party to procure insurance beyond that customarily maintained by Illinois municipalities.

**8. Authorization and Operational Control.** Use of Emergency Vehicles shall occur only upon mutual authorization by designated representatives of both Parties. During any period of use, the borrowing Party shall have operational control of the Emergency Vehicles, and the borrowing Party's personnel shall operate such vehicles in accordance with applicable laws, policies, and training requirements.

**9. Term and Termination.** This Agreement shall become effective upon execution by both Parties and shall remain in full force and effect unless and until terminated. Either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party. Termination shall not affect rights, obligations, or liabilities arising from use of Emergency Vehicles occurring prior to the effective date of termination.

**10. <u>Miscellaneous</u>.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and may be amended only by written agreement executed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

VILLAGE OF HOFFMAN ESTATES
By: _____
Its: _____

VILLAGE OF SCHAUMBURG
By: _____
Its: _____

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Ordinance No. 26-____An Ordinance Granting a Special Use for a Medical College for Niazee School of Osteopathic Medicine (1300 Woodfield Road - Z2603-03) [first reading - motion to waive first reading].**
**05/26/26**
**Village Board**

Presenter:

Lead Department: Community Development

***Executive Summary:***

***Recommended Action:***

**ATTACHMENTS:**

- Z2603-03 Niazee School ORD.docx

**PUBLICATION OF:**

**ORDINANCE NO. 26-**

**AN ORDINANCE GRANTING A SPECIAL USE FOR A MEDICAL COLLEGE FOR NIAZEE SCHOOL OF OSTEOPATHIC MEDICINE (1300 WOODFIELD ROAD)**

**CASE NO. Z2603-03**

**ADOPTED: MAY 26, 2026**

**PUBLISHED IN PAMPHLET FORM PURSUANT TO AUTHORIZATION AND DIRECTION OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG ON**

**MAY 27, 2026**

**ORDINANCE NO. 26-**

**AN ORDINANCE GRANTING A SPECIAL USE FOR A MEDICAL COLLEGE FOR NIAZEE SCHOOL OF OSTEOPATHIC MEDICINE (1300 WOODFIELD ROAD)**

**CASE NO. Z2603-03**

WHEREAS, the Zoning Board of Appeals of the Village of Schaumburg conducted a public hearing on May 13, 2026 and has recommended a Special Use for a Medical College for Niazee School of Osteopathic Medicine located at 1300 Woodfield Road, Case No. Z2603-03;

WHEREAS, the President and Board of Trustees of the Village of Schaumburg have determined that the granting of a Special Use for a Medical College for Niazee School of Osteopathic Medicine located at 1300 Woodfield Road, Case No. Z2603-03 is desirable to provide a service or a facility, which is in the interest of public convenience, and is in the best interest of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That said Special Use for a Medical College described as follows:

- Special Use Approval for College [Title 15, Chapter 154, Section 154.174(B) of the Zoning Ordinance]

for Niazee School of Osteopathic Medicine, Case No. Z2603-03 be and is hereby granted on the property legally described as:

**PARCEL 1:**

LOT 1 IN SOUTHWICK'S SUBDIVISION OF PART OF LOT 2 IN ANDERSON'S SECOND RESUBDIVISION OF LOT 2 IN ANDERSON'S RESUBDIVISION OF LOT 11 IN ANDERSON'S WOODFIELD PARK, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF AND APPURTENANT TO PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO AND FROM EAST WOODFIELD ROAD CREATED IN THE EASEMENT AGREEMENT DATED MAY 29, 2001 AND RECORDED MAY 30, 2001 AS DOCUMENT NO. 0010457075 MADE BY AND BETWEEN LASALLE BANK N.A, AS SUCCESSOR TRUSTEE TO NBD TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1991 AND KNOWN AS TRUST NUMBER 1237-CH AND PARKWAY CORPORATE PLACE, L.L.C., ALL OVER, UPON AND ACROSS THE LAND DESCRIBED AS THE SOUTH 152 FEET OF THE EAST 25 FEET OF LOT 2 IN OXFORD CAPITAL PARTNERS' RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN ANDERSON'S THIRD RESUBDIVISION, A RESUBDIVISION OF PART OF LOT 2 IN

**ORDINANCE NO. 26-**

**AN ORDINANCE GRANTING A SPECIAL USE FOR A MEDICAL COLLEGE FOR NIAZEE SCHOOL OF OSTEOPATHIC MEDICINE (1300 WOODFIELD ROAD)**

**CASE NO. Z2603-03**

ANDERSON'S SECOND RESUBDIVISION, A RESUBDIVISION OF ANDERSON'S RESUBDIVISION OF PART OF LOT 11 IN ANDERSON'S WOODFIELD PARK, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 AFORESAID; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT, 20.00 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT, 20.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT RECORDED AS DOCUMENT NO. 25547927 FOR USE AND MAINTENANCE OF A JOINT DRIVEWAY WITH THE PROPERTY LOCATED NORTH AND ADJOINING LAND, COMMONLY KNOWN AS LOT 1 IN ANDERSON'S SECOND RESUBDIVISION AND MORE PARTICULARLY DESCRIBED ON EXHIBIT 4 ATTACHED THERETO.

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. CCHI2504359LD, DATED AUGUST 13, 2025.

SECTION TWO: That the granting of the approvals and/or variations of Section One, be and is hereby granted subject to compliance with the following conditions:

1. The Special Use shall be substantially in accord with the Business Description and Floor Plans received by the Community Development Department on February 11, 2026.
2. The following plans/exhibits, as amended in accordance with the above conditions, shall be adopted as part of the governing ordinance:
   a. Floor Plans Showing Use Types; Sheets 1-10; prepared by Baker Barios Architects, dated October 16, 2025, received by the Community Development Department April 2, 2026.
   b. Business Narrative; Pages 1-3; prepared by Niazee College of Osteopathic Medicine, received by the Community Development Department April 2, 2026.

**ORDINANCE NO. 26-**

**AN ORDINANCE GRANTING A SPECIAL USE FOR A MEDICAL COLLEGE FOR NIAZEE SCHOOL OF OSTEOPATHIC MEDICINE (1300 WOODFIELD ROAD)**

**CASE NO. Z2603-03**

SECTION THREE: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form and posting in the manner provided by law.

AYES:

NAYS:

ABSENT:

ADOPTED this 26th day of May, 2026.

Tom Dailly, Village President

ATTEST:

Jane Lentino, Village Clerk

VILLAGE OF SCHAUMBURG

**AGENDA ITEM SUMMARY**

**Ordinance No. 26-_____An Ordinance Amending Title 3, Chapter 41, Section 41.01 of the Schaumburg Village Code Relative to Non-Transport Ambulance Service Charges [first reading - motion to waive first reading].**
**05/26/26**
**Village Board**

Presenter: Fabio Puccini, Fire Chief
Lead Department: Fire Department

***Executive Summary:***

This ordinance amends Title 3, Chapter 41, Section 41.01 of the Village of Schaumburg Village Code to establish an escalating fee structure for repeated non-transport ambulance responses such as invalid assists, lift assists, nuisance calls, and similar incidents where no medical treatment is provided and no transport occurs.

These types of calls place a significant burden on Fire Department resources. They often involve individuals requesting assistance that is non-medical in nature, such as mobility help or repeated lift assists. The intent of the ordinance is to reduce preventable service demand and create opportunities for staff to help connect frequent callers with more appropriate and sustainable long-term support resources.

This ordinance does not apply to "treat-no-transport" medical situations. In treat-no-transport incidents, paramedics assess and medically treat a patient for a legitimate medical condition, and the patient then declines further care or ambulance transport. Those incidents involve clinical evaluation and medical decision-making and are already addressed within existing EMS billing practices.

In contrast, the calls addressed by this ordinance involve no medical complaint, no clinical care, and no refusal of treatment-they are strictly non-medical assistance requests that repeatedly draw emergency units away from true medical needs.

To manage these increasing non-medical requests, the ordinance introduces the following escalating fee schedule, calculated over a rolling 12-month period:

- Responses 1-10: No charge
- Response 11: $100
- Response 12: $250
- Response 13 and each subsequent response: $325

This structure is designed to:

- Encourage the use of appropriate long-term care, social-service, and medical support systems
- Reduce unnecessary strain on public safety resources

- Provide an opportunity for the Village to proactively engage frequent callers about more definitive, long-term assistance options

***Recommended Action:***

The Village Manager recommends the Public Safety Committee recommend that the Village Board adopt an Ordinance amending Title 3, Chapter 41, Section 41.01 of the Schaumburg Village Code Relative to Non-Transport Ambulance Service Charges.

**ATTACHMENTS:**

- Ordinance_No._26-_Non_Transport_Ambulance_Service_Charges.docx

**PUBLICATION OF:**

**ORDINANCE NO. 26-___**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 41, SECTION 41.01 OF THE SCHAUMBURG VILLAGE CODE RELATIVE TO NON-TRANSPORT AMBULANCE SERVICE CHARGES**

**ADOPTED: MAY 26, 2026**

**PUBLISHED IN PAMPHLET FORM PURSUANT TO AUTHORIZATION AND DIRECTION OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG**

**MAY 27, 2026.**

**ORDINANCE NO. 26-___**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 41, SECTION 41.01 OF THE SCHAUMBURG VILLAGE CODE RELATIVE TO NON-TRANSPORT AMBULANCE SERVICE CHARGES**

**WHEREAS**, the Village of Schaumburg is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS,** the Village provides emergency medical response and ambulance-related services through its Fire Department; and

**WHEREAS**, the President and Board of Trustees find that certain repeated non-transport ambulance responses, including invalid assists, lift assists, nuisance calls, and similar assistance requests that do not result in patient transport, consume public safety resources and create ongoing service demands; and

**WHEREAS**, the President and Board of Trustees further find that establishing and clarifying an escalating fee structure for such repeated non-transport responses during a rolling twelve-month period is intended to encourage utilization of appropriate long-term care, social service, and medical support resources, while defraying a portion of the Village's costs; and

**WHEREAS**, the Village has previously adopted ambulance-related charges within its fee schedule, and it is in the best interests of the Village to clarify and supplement those provisions within Title 3, Chapter 41, Section 41.01 of the Schaumburg Village Code;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:**

**SECTION ONE:** The recitals set forth above are incorporated herein as though fully set forth.

**SECTION TWO:** Title 3, Chapter 41, Section 41.01(A) of the Schaumburg Village Code, under "General Fees," "Other Charges," "Ambulance Charges," is hereby amended by inserting a new fee entry within the Ambulance Charges fee table, to be located with and among the existing non-transport and related ambulance service charges, which shall read as follows:

| | |
|---|---|
| Ambulance Charges: | |
| | |
| Non-Transport Ambulance Response (invalid assist, lift assist, nuisance call, or similar service where no transport occurs), calculated on a rolling twelve-month basis: | |
| Responses 1 through 10 | No Charge |
| Response 11 | $100.00 |
| Response 12 | $250.00 |
| Response 13 and each thereafter | $325.00 |

**ORDINANCE NO. 26-___**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 41, SECTION 41.01 OF THE SCHAUMBURG VILLAGE CODE RELATIVE TO NON-TRANSPORT AMBULANCE SERVICE CHARGES**

**SECTION THREE:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION FOUR:** If any provision of this Ordinance is held invalid, such invalidity shall not affect the remaining provisions.

**SECTION FIVE:** This Ordinance shall be in full force and effect after its passage, approval, and publication as provided by law.

**AYES:**
**NAYS:**
**ABSENT:**

**PASSED AND APPROVED** this _____day of _____, 2026.

_____
Tom Dailly, Village President

**ATTEST:**

_____
Jane Lentino, Village Clerk

s