

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES
350 VICTORY DRIVE
PARK FOREST, ILLINOIS

Village Hall - Board Room

7:00 p.m.

March 2, 2026

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor

Village Manager

Village Attorney

Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. A Motion to approve the minutes of the February 16, 2026 Regular meeting
2. A Resolution Authorizing the Village Manager to enter into a contract for the purchase of electricity, for Village accounts, from the lowest cost provider.
3. A Motion to Authorizing Jon Kindseth to execute and enter into contracts for the as a State of Illinois Salt Purchase Authority Certification

DEBATABLE:

4. First Reading and Discussion an Ordinance Imposing a Home Rule Municipal and Service Occupation tax of 1% while exempting certain foods and drugs
5. A motion awarding the Tamarack Standpipe Repainting and Maintenance project contract to Era Valdivia Contractors, Inc, located in Chicago, IL, for a total not to exceed \$1,311,240
6. A motion authorizing the Village Manager to enter into a Construction Engineering Services Agreement with Baxter & Woodman Consulting Engineers in the amount not to exceed \$155,318 for the Tamarack Standpipe rehabilitation

Executive Session – As permitted by the Open Meetings Act by 5 ILCS 120/2 section 2(c) to discuss (1) Personnel, (11) Litigation and (12) Discussion of claims

Return to Open Session-

7. Motion to appoint the Bond Conway Law Firm as Village Attorney pursuant to Chapter 2, Section 2-171 of the Village Code of Ordinances and authorizing execution of engagement letter with Bond Conway Law Firm

Adjournment

NOTE: Copies of Agendas Available in the Lobby of Village Hall and the full Agenda packet is posted on the Village website at <https://villageofparkforest.com/AgendaCenter>
Any individual with a disability requesting reasonable accommodation to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708) 748-1129 or via e-mail athurston@vopf.com. Every effort will be made to allow for meeting participation.

A PROCLAMATION RECOGNIZING AND CELEBRATING WOMEN’S HISTORY MONTH

WHEREAS, Women’s History Month has been officially recognized since 1987 and is celebrated annually during the month of March; and

WHEREAS, Women’s History Month is observed from March 1- March 31 and this year’s theme is showcasing women, “Leading the Change: Women Shaping a Sustainable Future,” in which it highlights the leadership of women in advancing environmental responsibility, economic vitality, social progress, and community resilience; and

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth, strength, and sustainability of our Nation in countless recorded and unrecorded ways; and

WHEREAS, Women have long stood at the forefront of transformative change, championing innovation in science and technology, leading policy reform, strengthening public health systems, advocating for environmental stewardship, expanding educational opportunities, and building inclusive economies; and

WHEREAS, throughout history, women have shaped communities not only as leaders and elected officials, but also as educators, entrepreneurs, artists, caregivers, organizers, and visionaries whose work ensures opportunity and stability for future generations; and

WHEREAS, The Village of Park Forest recognizes and celebrates the women of our community who are leading change locally serving in government, on boards and commissions, in businesses and schools, in nonprofit organizations, and through grassroots initiatives that strengthen civic engagement; and

WHEREAS, Women in Park Forest continue to fill vital leadership roles including Village Trustee, Clerk, Deputy Clerk, Village Attorney, Village Manager, Department and Division Heads, educators, and community advocates; shaping policies and programs that promote long-term growth and a thriving future; and

WHEREAS, these women representing every age, race, ethnic, and economic background have made and will continue to make enduring contributions that shape a more sustainable, inclusive, and prosperous community for generations to come; and

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that March 2026 be celebrated as Women’s History Month. **BE IT FURTHER PROCLAIMED** that Village of Park Forest’s legacy as a recognized leader in local government would not be as it is without the decorated contributions of the women of Park Forest.

Proclaimed this 2nd day of March 2026.

Mayor Joseph Woods

**REGULAR MEETING OF THE BOARD OF TRUSTEES
350 VICTORY DRIVE
PARK FOREST, ILLINOIS**

Village Hall

Board Room 7:00 p.m.

February 16, 2026

IN ATTENDANCE: Trustee Theresa Settles, Trustee Tiffani Graham, Trustee Maya Hardy, Trustee Erin Slone, and Mayor Joseph Woods

ABSENT: Trustee Randall White and Trustee John Moore;

STAFF IN ATTENDANCE: Village Manager Jon Kindseth, Police Chief John Decault, Fire Chief Mark Cotrano, Village Attorney Priscilla Centeno, Assistant Village Manager Jason Miller, Director of Recreation, Parks, and Community Health Kevin Adams, Assistant Director of Finance Sharon Floyd, Director of Public Works Roderick Ysaguirre, Director of Community Development Jerry Martin, Director of Economic Development and Planning Sandra Zoellner, and IT Coordinator Mark Geising

OTHERS IN ATTENDANCE: Brian D. LeFevre, CPA, MBA, Sikich; Jerry Shnay, reporter; one resident

Roll Call

Mayor Woods called the meeting to order at 7:00 P.M. and asked Clerk McGann to call the roll.

Pledge of Allegiance

Mayor Woods led the Board and the audience in the Pledge of Allegiance.

Reports of Village Officers

Manager Kindseth said the Brian LeFevre from Sikich would present the annual audit report to the Board. He noted that the Board had received a number of reports including the audit and management reports with a 180 page Annual Comprehensive Financial Report and 20 page Popular Annual Financial Report. He thanked Assistant Financial Director Floyd for her cooperative efforts in working with the auditing firm.

Mr. LeFevre presented highlights of the annual comprehensive report noting that the Village of Park Forest has once again been recognized for its excellence in financial planning, earning the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for its Fiscal Year budget for the 29th consecutive year. Mr. LeFevre noted that this was a unique year as that property bills did not go out on time from Cook County so the Village did not capture property taxes for 2025. This allowed for a cash flow slowdown. This was not the fault of the Village, but Cook County. He added that Mark, Sharon, Finance Department team, and all the departments worked together with Sikich smoothly and shared information on a timely basis. Mayor Woods asked the Board if there were any questions or comments. Hearing none, he added that this audit report is another way the Village is being fiscally responsible and transparent. The Mayor thanked the Mr. LeFevre for his presentation and the Finance Department for their contributions to making the audit go as smoothly as possible.

Mayor

Mayor Woods gave an update on Autumn Ridge Apartments saying that the Village will continue to support the residents and help facilitate the services of several social service agencies at assist those that have been displaced. The Village is also helping to distribute to the residents various supplies received. The Village is working with potential new owners so they know what standards they need to meet property codes. The Village is committed to seeing a new level of investment into this property including some Village assistance.

Mayor Woods reported on the Forest Boulevard reconstruction. Landscaping contractors have removed some trees and utilities are being relocated so contractors can begin work in May. When construction begins, residents can expect traffic changes to go into effect.

Village Attorney

No report

Village Manager

No report

Village Clerk

Clerk McGann gave early voting information for Cook and Will County residents for the Tuesday, March 17, 2026 election.

Reports of Commission Liaisons and Committee Chairpersons

Trustee Settles reported that the Veterans Commission met last Saturday to continue their plans for the Women Veterans Tea in May. She enjoyed the recent LaTanya Hughes concert at Freedom Hall. She encouraged residents to check out the events scheduled for Freedom Hall series and the Black History Month display in the lobby of Village Hall.

Trustee Graham noted that the Commission of Human Relations met last Tuesday and continued to plan the Job Fair on April 11th. The Youth Commission met last Wednesday to discuss the Work Force Readiness Workshop on March 21th.

Trustee Hardy said Recreation and Parks Advisory Council will meet Tuesday, February 17th. There are vacancies on the Council; volunteers are welcome to apply. She congratulated the Finance Department on receiving the GFOA for 29 years in a row. Trustee Hardy encouraged residents to check out the Tool Lending Library near the Aqua Center and the monthly classes they are offering.

Trustee Slone had no report.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

CONSENT:

1. A Motion approving the minutes of the February 2, 2026 Regular meeting

2. A Motion accepting the 2024/2025 Audit Report

Approval of the consent agenda was moved by Trustee Slone and seconded by Trustee Settles. Mayor Woods asked if anyone wished any item be removed from the consent agenda for further discussion. Hearing none, a roll call vote was called by Mayor Woods on the motion to approve the consent agenda.

The consent agenda was approved with the following results:

Ayes: 5

Nays: 0

Absent: 2

The consent agenda was adopted with five (5) ayes, no (0) nays, and two (2) absent.

DEBATABLE:

3. Final Reading of an Ordinance amending Chapter 42 (“Fire Preventions & Protection”), Article II (“General”), Section 14 (“Rates and levels of fire service”), 2 (“emergency fire services”) and, 3 (“unincorporated billing”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois

Mayor Woods asked for a motion. Motion was made by Trustee Slone and seconded by Trustee Graham. Manager Kindseth explained the two handouts as requested by the Board at the last meeting: first, the Illinois client list of 190 other municipalities using the company, Fire Recovery USA, and second, the draft of letter that would go to residents in non-incorporated Park Forest. He also summarized from the last meeting the Village’s current fees as listed in our ordinances and having a third party to bill and offer services to non-residents and non-incorporated Park Forest. Chief Cotrano said Manager Kindseth covered the agenda item and had nothing to add. Mayor Woods asked the Board if there were any questions or comments. When Trustee Hardy asked for clarification regarding a certain fee, Chief Cotrano said it the cost of answering an alarm. Hearing no other questions or comments, he asked the roll be called with the following results: five (5) ayes, 0 (0) nays, and two (2) absent.

4. A Motion approving a service agreement with Fire Recovery USA, LLC for Fire Department billing

Manager Kindseth noted that this item is part of the service agreement with Fire Recovery USA and explained that the fee the company charges for collection is 22%. Mayor Woods asked for a motion. Motion was made by Trustee Hardy and seconded by Trustee Slone. Mayor Woods added that this agreement offers benefits to the Village. Mayor Woods asked if the Board had any questions or comments. Hearing none, he asked the roll be called with the following results: five (5) ayes, 0 (0) nays, and two (2) absent.

5. A Motion to accept an additional \$100,000 for the CBDG Grant agreement Project 2507-022, previously approved in 2025 by Resolution R-25-30

Mayor Woods asked for a motion. Motion was made by Trustee Graham and seconded by Trustee Settles. Manager Kindseth explained that the Village had approved a CBDG grant in August 2025 with Cook County. Tonight's amendment to the original agreement would allow the Village to receive an additional \$100,000 offered from the CBDG grant which will be used toward the sewer pinning project. Mayor Woods asked the Board if there were any questions or comments. Trustee Slone asked for clarification regarding the \$100,000 that the Village had pledged to match. Manager Kindseth explained that the \$100,000 will be put in reserve and be used for the next project. Hearing no other questions or comments, Mayor Woods asked the roll be called with the following results: five (5) ayes, 0 (0) nays, and two (2) absent.

Adjournment

This concluded the Regular Meeting of the Board of Trustees.

There being no further business. Mayor Woods called for a motion to adjourn. Motion was made by Trustee Graham, seconded by Trustee Hardy and passed unanimously by voice vote. The meeting was adjourned unanimously with a voice vote with the following results:

Ayes: 5

Nays: 0

Absent: 2

Mayor Woods adjourned the Regular Meeting at 7:35 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

AGENDA BRIEFING

DATE: February 23, 2026

TO: Mayor Joseph A. Woods
Board of Trustees

FROM: Jon Kindseth – Village Manager

RE: Authorizing the Execution of a Power Supply Agreement

BACKGROUND/DISCUSSION:

For many years the Village has been jointly bidding and procuring power through cooperative pool (NIMEC) in order to receive a more competitive bid price on electricity. This intentional procurement for power is particularly important for our large power accounts, related to our larger facilities and our utilities. This procurement of power supply months and years in advance of ComEd’s fluctuating rate for these accounts not only provides savings over the utility rate, but it also provides budget certainty and stability.

The Village has more than 30 separate utility accounts that will be grouped and bid along with more than 80 other governmental entities to ensure we are getting the lowest possible price due to this large joint procurement process. Due to the fact that energy pricing is so volatile, the Village needs to have the authority to sign a contract with the electricity provider which is deemed most favorable for the Village on the same day that bids are presented by NIMEC and determine if the desired contract should be for a one, two or three-year terms. Utility prices change on a daily basis, and our bid price will only be good for 24 hours.

STRATEGIC PLAN IMPACTS: In February 2022, the Village Board officially adopted its current strategic planning goals. Since that date, the recommendations of staff have served to implement these goals. This Agenda item will specifically act on goal #3, which is to: “employ best practices to deliver high-quality services, maintain and develop infrastructure in an environmentally and fiscally sustainable manner.” Reducing expenses for the ongoing operations of our facilities and utilities will reduce the Village’s expenses in a fiscally sustainable manner.

RECOMMENDATION: Authorize the Village Manager to enter into an agreement with the lowest electrical cost supplier determined to be in the best interests of the Village.

SCHEDULE FOR CONSIDERATION: This item will appear under the consent Agenda of the Regular Meeting of March 2nd for your consideration.

Resolution _____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ELECTRICITY FROM THE LOWEST COST ELECTRICITY PROVIDER FOR THE PURPOSES OF COMMERCIAL ACCOUNTS THROUGH THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE BID PROCESS

WHEREAS, the Village of Park Forest has previously joined the Northern Illinois Municipal Collaborative (NIMEC) for the purpose of procuring electricity through a cooperative pool in order to receive a more competitive bid price on electricity. NIMEC’s membership consists of 160+ northern Illinois governmental organizations;

WHEREAS, the Village through its participation in the NIMEC bid process has previously entered into contracts with the lowest bidder for electricity for the Village’s facilities;

WHEREAS, Commonwealth Edison no longer offers a fixed rate for larger power using accounts, rather ComEd prices larger sized accounts on a floating market rate that changes every hour. It is not possible to predict those rates for the following 12 months, as they are dependent upon weather, usage and other market factors. Fixed rates for medium and large sized accounts are only available from suppliers other than ComEd;

WHEREAS, because commodity pricing is volatile, the Village Manager will need to have the authority to sign a contract with the electricity provider which is deemed most favorable for the Village on the same day that bids are presented by NIMEC, and determine if the desired contract should be for a one, two or three-year terms;

NOW, THEREFORE, BE IT RESOLVED, that, in light of the time constraints applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Manager is hereby authorized to sign the contract with the lowest bidder, with Village Staff being hereby directed to report back to the Village Board the execution thereof, within a reasonable timeframe.

Presented to the Board of Trustees of the Village of Park Forest, Illinois this 2nd day of March, 2026.

Passed by the Board of Trustees of the Village of Park Forest, Illinois this ___ day of _____, 2026.

Village Mayor

ATTEST:

Village Clerk

AGENDA BRIEFING

DATE: February 23, 2026

TO: Mayor Joseph A. Woods
Board of Trustees

FROM: Roderick Ysaguirre – Director of Public Works/Village Engineer

RE: State of Illinois Salt Purchase Authority Certification

BACKGROUND/DISCUSSION:

Around this time of year, the State of Illinois Central Management Services Office emails out to all salt joint purchase participants a notice soliciting continued participation and desired salt quantity for the upcoming winter season. Participation and desired quantities are requested now, so that bids can be solicited over the summer, with award notices provided to communities in the fall prior to the 2026-2027 winter season.

In 2024, the State of Illinois began a new requirement which consists of the approval and submittal of the attached Purchase Authority Certification. This certification identifies Village staff authorized to execute and enter into contracts, including joint participation agreements on behalf of the Village with the State of Illinois and any of its agencies or departments. Last year, Mayor Joseph A. Woods, former Village Manager Thomas Mick and Deputy Village Manager/Finance Director Mark Pries were authorized. Due to the former Village Manager's retirement, DPW recommends updating this authorization to change Thomas Mick to Jon Kindseth.

This certification will be used for the joint purchase of salt for the 2026-2027 winter season and be submitted with the village participation application which is due April 7, 2026.

RECOMMENDATION: Approve this Certificate of Authority.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of March 2th for your discussion and consideration.



Certificate of Authority by Vote (Two Party Written Signature Required)

I, Sheila McGann, hereby certify that I am duly elected Village Clerk of the Village of Park Forest (“Governmental Unit”). I hereby certify the following is a true copy of a vote taken at a meeting of the Mayor and Board of Trustees, duly called and held on March 2, 2026, at which a quorum of the Members was present and voting.

Voted: That Mayor, Joseph A. Woods, Village Manager, Jon Kindseth, and Deputy Village Manager/Finance Director, Mark Pries are duly authorized to enter into contracts, to include joint participation agreements, on behalf of the Village of Park Forest with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated: _____

Attest: _____
(Written signature & Title)

Dated: _____

Attest: _____
(Written signature & Title)



BOARD MEMORANDUM

To: Mayor Joseph A. Woods and the Board of Trustees

From: Mark A. Pries, Finance Director/Deputy Village Manager

Date: February 24, 2026

RE: Establishing a 1% Home Rule Sales Tax

BACKGROUND DISCUSSION: The Village has been exploring methods to increase its revenues that do not include raising property taxes. One of the substantial methods to do this is an increase to the sales tax rate that impacts both goods and services sold in the Village's corporate limits as well as online purchases. A 1% increase in the sales tax rate in both Cook and Will counties could generate as much as \$800,000 annually in new sales tax dollars for the Village.

Attached is a summary of the sales tax rates of the following surrounding communities:

- Richton Park
- Olympia Fields
- Chicago Heights
- Flossmoor
- Homewood
- Frankfort
- Matteson

All of these communities have a 1% home rule or non-home rule sales tax in place. Also, every one of these communities put in place the 1% grocery tax that went into effect on January 1, 2026, the same as Park Forest. The yellow highlighted areas point out the Village's tax rate is 1% lower than these other communities. Establishing a 1% home rule sales tax would raise our total rate to 10%, which is where all other communities presented on the attached chart are.

One of the main benefits of this sales tax is that it will not only be Park Forest residents paying this tax, it will be non-residents paying this sales tax and that is a good thing. This is one method to have non-residents pay for Village services they are currently using but are not paying for the costs.

Adopting this ordinance and placing it on file with the Illinois Department of Revenue (IDOR) by April 1, 2026 will allow this 1% home rule sales tax to take effect on July 1, 2026.

SCHEDULE FOR CONSIDERATION: This ordinance will appear on the agenda of the March 2, 2026 Board meeting for discussion and first read of ordinance. It will be on the March 16, 2026 Board meeting for final read and adoption.

ORDINANCE NO. _____

AN ORDINANCE IMPOSING A HOME RULE MUNICIPAL AND SERVICE OCCUPATION TAX OF 1% WHILE EXEMPTING CERTAIN FOOD AND DRUGS

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois, is a home rule unit of government pursuant to the provision of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, as a home rule unit of government, the Village may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the Village of Park Forest wishes to impose a 1% home rule sales tax on goods and services sold within the corporate boundaries of the Village of Park Forest.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

- I. **SECTION ONE:** A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail within the corporate boundaries of the Village of Park Forest at the rate of one percent (1.0%) of the gross receipts from such sales made in the course of such business while this ordinance is in effect; and a tax is hereby imposed upon all persons engaged within the corporate boundaries of the Village of Park Forest in the business of making sales of service, at a rate of one percent (1.0%) of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. Such "Home Rule Municipal Retailers' Occupational Tax" and "Home Rule Municipal Service Occupation Tax" shall not be applicable on the sale of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food which has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances, and insulin, urine testing materials, syringes and needles used by diabetics.

- II. **SECTION TWO:** The rate set forth in Section One, shall be in effect beginning July 1, 2026.

- III. **SECTION THREE:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law and the filing of this ordinance with the Illinois Department of Revenue.

PASSED THIS _____ DAY OF _____, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED THIS _____ DAY OF _____, 2026.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

AGENDA BRIEFING

DATE: February 24, 2026

TO: Mayor Joseph Woods
Board of Trustees

FROM: Nicholas Christie – Asst. Director of Public Works/Village Engineer

RE: Awarding of the Tamarack Standpipe Repainting and Maintenance Project

BACKGROUND/DISCUSSION:

A few years ago, DPW had all three of its water towers inspected by Dixon Engineering. Blackhawk and Autumn Ridge towers were repainted in 2024 and 2025 respectively based upon the recommendations of that inspection. However, the Tamarack Standpipe required more significant repairs. The paint coating must be stripped, inside and out, and repainted. Structural repairs to the steel are required and the cathodic protection must be replaced. Finally, staff recommend adding a mixer to improve water quality and avoid stagnation as part of the storage.

In recent years, the Village has set water rates to take advantage of the IEPA Public Water Supply Loan Program (PWSLP), where we benefit from substantially lower interest rates than can be obtained on the open market. Water rates are currently set to request a \$5 million loan every 5 years. Additionally, the Federal Bipartisan Infrastructure Law “BIL” placed significant additional funding into the IEPA Public Water Supply Loan Program (PWSLP). Municipalities who qualify stand to receive significant loan forgiveness or additional interest rate reduction. The IEPA’s Final Intended Use Plan for this year awarded Park Forest the following two loans:

- 1) Tamarack Standpipe Repainting: \$1,570,000 loan with \$471,000 in loan forgiveness
- 2) Water Main Improvements: \$5,148,000 loan with \$1,544,000 in loan forgiveness

On Tuesday, February 17, 2026, at 10:00 a.m., the Department of Public Works opened 5 bids for the Tamarack Standpipe Repainting and Maintenance project. Invitations to bid were published in the Daily Southtown, the Village’s website, and the BHFX online plan room. Additionally, a notice was sent to the entire State Directory of Minority, Women-Owned, and Veteran owned businesses inviting them to bid. Era Valdivia Contractors, Inc., located in Chicago, IL, was the lowest qualified bidder in the amount of \$1,248,800.00. See the attached recommendation letter from Baxter and Woodman Engineering. Funds for this contract are located in the Water Fund in the Fiscal 2026 budget.

STRATEGIC PLAN IMPACTS: In February 2022, the Village Board officially adopted its current strategic planning goals. Since that date, the recommendations of staff have served to implement these goals. The Tamarack Standpipe Repainting and Maintenance project will specifically act on goal #3, which is to: “employ best practices to deliver high-quality services, maintain and develop infrastructure in an environmentally and fiscally sustainable manner.” The rehabilitation of the Tamarack Standpipe will improve the reliability and safety of the Village’s drinking water system by providing adequate water storage to service Village’s ongoing and emergency demands. Additionally, staff securing a low interest loan, including loan forgiveness, will improve Village infrastructure in a fiscally sustainable manner.

RECOMMENDATION: Award the Tamarack Standpipe Repainting and Maintenance project to Era Valdivia Contractors, Inc, located in Chicago, IL, and authorize the Village Manager to enter into said contract in the amount of \$1,248,800.00 with a 5% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$1,311,240.00.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of March 2, 2026, for your discussion and consideration.

February 23, 2026

Mayor and Board of Trustees
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

Attention: Mr. Nicholas Christie, P.E.

RECOMMENDATION TO AWARD

**Subject: Village of Park Forest - Tamarack Standpipe Repainting and Maintenance
(PWSLP No. L17-6975)**

Dear Mayor and Board of Trustees:

The following bids were received for the Tamarack Standpipe Repainting and Maintenance (PWSLP No. L17-6975) on February 17, 2026:

<u>Bidder</u>	<u>Amount of Bid</u>
Era-Valdivia Contractors, Inc. Chicago, IL 60617	\$1,248,800.00
Dynamic Industrial Services, Inc. Lansing, IL 60438	\$1,439,000.00
LC United Painting Company Sterling Heights, MI 48312	\$1,539,000.00
Neumann Company Contractors, Inc. Merrillan, WI 54754	\$1,645,400.00
Maxcor, Inc. New Lenox, IL 60451	\$1,649,615.00

The pre-bid opinion of probable construction cost for this Project was \$1,577,000.

We have analyzed each of the bids and find Era-Valdivia Contractors, Inc. to be the lowest responsible and responsive Bidder. Based upon our familiarity and past working relationships with this Bidder, we believe that Era-Valdivia Contractors, Inc. is qualified to complete the Project. We recommend award of the Contract to Era-Valdivia Contractors, Inc. in the amount of \$1,248,800.00 contingent upon the Village's receipt of a formal loan offer from the Illinois Environmental Protection Agency (IEPA).

Please advise us of your decision on our recommendation to award contingent on receipt of a formal loan offer from IEPA.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Charles A. Brunner, S.E., P.E.
Vice President

CAB

\\corp.baxwood.com\project\Azure\PRKFT\2401185-Tamarack Standpipe\00-Design\11-Bidding\Award Recommendation\2026_02_23_Award Recommendation Letter.docx

AGENDA BRIEFING

DATE: February 17, 2026

TO: Mayor Joseph Woods
Board of Trustees

FROM: Nicholas Christie – Asst. Director of Public Works/Village Engineer

RE: Approval of an Engineering Services Agreement for Construction Engineering on the Tamarack Standpipe Repainting and Maintenance project

BACKGROUND/DISCUSSION:

A few years ago, DPW had all three of its water towers inspected by Dixon Engineering. Blackhawk and Autumn Ridge towers were repainted in 2024 and 2025 respectively based upon the recommendations of that inspection. However, the Tamarack Standpipe required more significant repairs. The paint coating must be stripped, inside and out, and repainted. Structural repairs to the steel are required and the cathodic protection must be replaced. Finally, staff recommend adding a mixer to improve water quality and avoid stagnation as part of the storage.

In recent years, the Village has set water rates to take advantage of the IEPA Public Water Supply Loan Program (PWSLP), where we benefit from substantially lower interest rates than can be obtained on the open market. Water rates are currently set to request a \$5 million loan every 5 years. Additionally, the Federal Bipartisan Infrastructure Law “BIL” placed significant additional funding into the IEPA Public Water Supply Loan Program (PWSLP). Municipalities who qualify stand to receive significant loan forgiveness or additional interest rate reduction. The IEPA’s Final Intended Use Plan for this year awarded Park Forest the following two loans:

- 1) Tamarack Standpipe Repainting: \$1,570,000 loan with \$471,000 in loan forgiveness
- 2) Water Main Improvements: \$5,148,000 loan with \$1,544,000 in loan forgiveness

Baxter and Woodman Consulting Engineers were the project design firm and also assisted the Village in acquiring the IEPA loan associated with the project.

This agenda item consists of approval of a Construction Engineering Services Agreement with Baxter and Woodman Consulting Engineers for the Tamarack Standpipe Improvements. Please see the attached Construction Engineering Service Agreement for the project. Engineering services include Preconstruction Meeting, Project Administration, Welding Observation, Wet Interior and Exterior Coating Observation, as well as other items. Funds for this work will be included in the Capital Outlays-Engineering Services section of the Fiscal 2026 Water Budget.

STRATEGIC PLAN IMPACTS: In February 2022, the Village Board officially adopted its current strategic planning goals. Since that date, the recommendations of staff have served to implement these goals. The Tamarack Standpipe Repainting and Maintenance project will specifically act on goal #3, which is to: “employ best practices to deliver high-quality services, maintain and develop infrastructure in an environmentally and fiscally sustainable manner.” The rehabilitation of the Tamarack Standpipe will improve the reliability and safety of the Village’s drinking water system by providing adequate water storage to service Village’s ongoing and emergency demands. Additionally, staff securing a low interest loan, including loan forgiveness, will improve Village infrastructure in a fiscally sustainable manner.

RECOMMENDATION: Approve and authorize the Village Manager to enter into this Construction Engineering Services Agreement with Baxter and Woodman Consulting Engineers in the amount not to exceed \$155,318 for construction engineering work associated with Tamarack Standpipe rehabilitation.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of March 2, 2026, for your discussion and consideration.

VILLAGE OF PARK FOREST, ILLINOIS
TAMARACK STANDPIPE REPAINTING AND MAINTENANCE - CONSTRUCTION

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT (“Agreement”) effective as of February 17, 2026 (“Effective Date”) between the Village of Park Forest, Illinois (“Owner”) and Baxter & Woodman, Inc., an Illinois Corporation (“Engineer”).

Owner’s Project, of which the Engineer’s services under this Agreement are a part, is generally identified in Exhibit A (“Project”), attached hereto and incorporated as though fully set forth herein;

Engineer has the capability and capacity to provide the necessary services to complete certain engineering services, as further set forth herein, necessary to complete the Project;

Owner desires to retain Engineer to provide the said services under the terms and conditions hereinafter set forth, and Engineer is willing to perform such services;

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Engineer (hereinafter, collectively, the “Parties”, or each, individually, a “Party”) agree that the recitals set forth above are a material part of this Agreement and further agree as follows:

1. **SERVICES OF ENGINEER.**

1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit B (collectively, the “Services”), attached hereto and incorporated as though fully set forth herein.

2. **OWNER’S RESPONSIBILITIES.**

2.1 Owner shall furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete its Services.

2.2 Owner warrants that all known hazardous materials on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the Owner to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated unless this service is set forth in Exhibit B.

2.3 Owner agrees and acknowledges that the Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.

- 2.4 Owner agrees and acknowledges that the Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.
- 2.5 Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Services under this Agreement.

3. **SCHEDULE FOR RENDERING SERVICES.**

- 3.1 Engineer is authorized to begin Services as of the Effective Date.
- 3.2 Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering Services, if any, or specific dates by which Services are to be completed, if any, are set forth in Exhibit B, and the Parties hereby agree such periods of time or specific dates are reasonable.
- 3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.
- 3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. **COMPENSATION, INVOICES AND PAYMENTS.**

- 4.1 Method of Compensation: The Owner shall pay the Engineer for the Services performed or furnished under Exhibit B, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, the total of which will not exceed \$155,318, Engineer's Project No. 2401185.02. The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.
- 4.2 The Engineer may submit requests for periodic progress payments for Services rendered. Payments shall be due and owing by the Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) (the "Act").

If Owner fails to comply with the requirements as set forth in the Act, the Engineer may, after giving seven (7) days written notice to the Owner, suspend Services under this Agreement until the Engineer has been paid in full all amounts due for Services, expenses, and late payment charges as provided in the Act. For the avoidance of any doubt, the provisions set forth in the Act shall apply to Owner, regardless of whether Owner is an entity specifically identified in Section 2 of the Act.

- 4.3 The Owner may, at any time, by written order, make changes to the scope of Services, which changes shall not become effective unless and until Engineer issues its written acceptance of same. If such changes cause an increase or decrease in the Engineer's fee or time required for performance of any Services under this Agreement, an equitable adjustment shall be made, and this Agreement shall be modified. No Service for which added compensation is to be charged will be provided without first obtaining written authorization from the Owner. The Parties further agree that if elements of the scope of Services are reduced or eliminated by the Owner, then the Owner agrees to waive, forgive, release, and hold harmless the Engineer from all claims, causes of action, and damages arising from those reduced and/or eliminated Services. The Engineer shall not be responsible for any changes made to the Project documents by the Owner, contractor, or others, without the Engineer's prior review and written approval.

5. **ENGINEER'S PERFORMANCE.**

- 5.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the same care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's Services.
- 5.2 Engineer shall be responsible for the technical accuracy of its Services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.
- 5.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of Services, times of performance, or compensation, all of which shall be adjusted equitably as necessary.

- 5.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive written objections by the Owner.
- 5.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractors' work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 5.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractors' failure to furnish and perform the work in accordance with the contract documents, which contractors are solely responsible for their errors, omissions, and failure to carry out the work.
- 5.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.
- 5.8 Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities.
- 5.9 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their employees or any other person (except Engineer's own employees, and consultants), at the Project site or otherwise in the furnishing or performing of any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- 5.10 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute Engineer's acceptance of the assembled item.

5.11 Engineer’s site observation shall be at the times agreed upon in Exhibit B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address.

6. INSURANCE.

6.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1)	Worker’s Compensation	Statutory Limits
(2)	General Liability Per Claim/Aggregate	\$1,000,000/\$2,000,000
(3)	Automobile Liability Combined Single Limit	\$1,000,000
(4)	Excess Umbrella Liability Per Claim/Aggregate	\$10,000,000/\$10,000,000
(5)	Professional Liability Per Claim/Aggregate	\$5,000,000/\$5,000,000

6.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the collective aggregate liability of the Engineer and its officers, directors, employees, or consultants, to anyone claiming by, through or under Owner for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity, subrogation, or warranty (express or implied), hereafter referred to as the “Claims”, shall not exceed the total remaining insurance proceeds available under the terms and conditions of Engineer’s responding insurance policy.

7. INDEMNIFICATION AND MUTUAL WAIVER.

7.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer’s grossly negligent acts or omissions.

7.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, and consultants from and against all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals,

and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, or others retained by or under contract to the Owner, negligent acts or omissions, willful misconduct, or breach of this Agreement.

- 7.3 To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 7.4 In the event Losses or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 7.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

8. **TERM & TERMINATION.**

- 8.1 The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Agreement's terms and conditions ("Term").
- 8.2 In addition to any other express termination right set forth elsewhere in this Agreement:
 - (1) Engineer may terminate this Agreement, effective on written notice to Owner, if: (i) Owner fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Engineer's delivery of written notice thereof; or (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured.
 - (2) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.
 - (3) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files

or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business .

- 8.3 If this Agreement is terminated by either party, the Engineer shall be paid for all Services performed through the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the effective date of termination.

9. USE OF DOCUMENTS.

- 9.1 All documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Engineer to Owner pursuant to this Agreement) are instruments of service in respect to this Project, and the Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of the Engineer) regardless of the Project's completion. Owner shall not rely in any way on any document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.
- 9.2 Either party to this Agreement may rely on data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.
- 9.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within sixty (60) calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files.
- 9.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.
- 9.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the Owner or a third party; plan review

submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer, will be kept for time periods set forth in the Engineer's document retention policy.

10. **SUCCESSORS, ASSIGNS AND BENEFICIARIES.**

10.1 Owner and Engineer are hereby bound, as are their respective successors, assigns, employees, and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.

10.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that are due or may become due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

10.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

11 **DISPUTE RESOLUTION.** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation, and performance thereof ("Disputes") shall be resolved with the following procedures:

11.1 Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the "Negotiation") from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement or exercising their rights under law.

11.2 If the dispute has not been resolved by Negotiation in accordance with Section 12.1, then the parties agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

12. MISCELLANEOUS PROVISIONS.

- 12.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 12.2 Any notice required under this Agreement will be in writing and addressed to the designated party at its address on the signature page. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.
- 12.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.
- 12.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- 12.5 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 12.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.
- 12.7 This Agreement, together with any other documents incorporated herein by reference, constitutes the entire agreement between Owner and Engineer and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.
- 12.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

12.9 This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Engineer: Baxter & Woodman, Inc.

By: Craig D. Mitchell

Title: Vice President

Date Signed: February 17, 2026

Address for giving notices:
8440 West 192nd Street
Mokena, IL 60448

Designated Representative:
Robert E. Mateja

Phone Number: 815-444-3270
Email Address: rmateja@baxterwoodman.com

Owner: Village of Park Forest, Illinois

By: _____

Title: Village Manager

Date Signed: _____

Address for giving notices:
350 Victory Drive
Park Forest, IL 60466

Designated Representative:
Roderick Ysaguirre, PE
Director of Public Works

Phone Number: 708-503-7702
Email Address: rysaguirre@vopf.com

TAMARACK STANDPIPE REPAINTING AND MAINTENANCE - CONSTRUCTION

EXHIBIT A

PROJECT DESCRIPTION

The Project consists of construction engineering services for repainting interior and exterior metal surfaces of 3,000,000-gallon standpipe water storage tank including surface preparation, collection and disposal of surface preparation debris, painting, installation of mixing system, and other miscellaneous items of work.

TAMARACK STANDPIPE REPAINTING AND MAINTENANCE - CONSTRUCTION

EXHIBIT B

SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
 - B. Attend, administer, and prepare agenda for and minutes of the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - A. Attend up to two (2) periodic construction progress meetings.
 - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - C. Review the Contractor's submitted construction record drawings for completeness prior to submission to the Owner.
 - D. Prepare up to two (2) construction contract change orders and work directives when authorized by the Owner.
 - E. Review up to five (5) Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - G. Project manager or other office staff visit site as needed.
 - H. Prepare up to five (5) Request for Disbursement from Illinois Water Revolving Loan Fund forms and submit to IEPA with required documentation.
4. FIELD OBSERVATION – PART TIME
 - A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (approximately 8 hours per week, for up to

80 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.

- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
- E. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.

5. SUBSTANTIAL COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- B. Prepare Certificate of Substantial Completion.

6. COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- C. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- D. Review the Contractor's submitted construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.

7. PROJECT CLOSEOUT – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

8. CRITICAL PHASE PAINT AND WELDING INSPECTION

- A. Provide, through sub-consultant services an on-site representative on a periodic part-time basis of not more than eight (8) hours per regular weekday, as deemed necessary by the Engineers, to assist the Contractor with interpretation of the Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.

PROJECT SCHEDULE

Notice of Award	June 26, 2026
Construction Contracts Issued	June 29, 2026
Construction Contracts Executed	July 10, 2026
Notice to Proceed Issued	July 10, 2026
Substantial Completion	November 16, 2026
Completion Date	December 16, 2026

AGENDA BRIEFING

DATE: February 23, 2026

TO: Mayor Joseph A. Woods
Board of Trustees

FROM: Village Manager Jon Kindseth

RE: Motion appointing new Village Attorney

BACKGROUND/DISCUSSION:

The Village Attorney serves at the pleasure and the discretion of the Mayor and Board. Their role is to confer with and take directions from the Elected Officials and the Village Manager to ensure that the Village is legally protected from any and all risks, to the greatest extent possible. The OMFM law firm has served as the Village Attorney since 2016.

After careful but deliberate consideration, the Mayor and Board have decided to change the Village Attorney in order to ensure that our legal matters are handled in a manner that better aligns with our expectations, communication preferences, and strategic objectives. As the Village Manager, I believe that effective legal representation requires clear communication, timely responsiveness, and a shared understanding of case strategy and priorities; resetting those expectations can be best achieved through the replacement of this appointed role.

With the appointment of a new Village Attorney, the Village is specifically seeking:

1. **Improved Communication:** More consistent updates regarding case developments and clearer explanations of legal options and risks.
2. **Strategic Alignment:** A litigation/negotiation approach that more closely reflects our goals and risk tolerance.
3. **Responsiveness and Efficiency:** Timely responses to inquiries and legal reviews, along with proactive management of deadlines and responses.
4. **Confidence in Representation:** A stronger professional rapport and confidence in advocacy moving forward.

This change is intended to protect the Village's legal interests and ensure the best possible outcome in future legal concerns. Staff will coordinate with incoming counsel to ensure an orderly transfer of files and information.

RECOMMENDATION: Approve the Motion to appoint Bond Conway Law Firm as the Village Attorney and authorize their engagement letter as determined to be in the best interests of the Village.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of March 2nd for your consideration, after the Executive Session.