VILLAGE OF RIVER FOREST
VILLAGE BOARD MEETING

Monday, October 26th, 2026 – 7:00 PM
River Forest Village Hall – Community Room
400 Park Avenue, River Forest

AGENDA

You may submit written public comments in advance of the meeting by emailing them to vbot@vrf.us. Please note that only those attending the meeting in person will be able to provide Citizen Comments. The meeting will be available for listening only through Zoom at https://us02web.zoom.us/j/82063676956 or by phone at 312-626-6799 using Meeting ID: 820 6367 6956. To access meeting materials or watch the YouTube livestream, please visit the Village website at: https://www.vrf.us/events/event/3116

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Special Presentation
   a. Resolution Recognizing Lincoln Elementary School as a 2026 Governor's Blue Ribbon School
4. Citizen Comments
5. Elected Official Comments & Announcements
6. Consent Agenda
   a. Village Board of Trustees Meeting Minutes – October 12th, 2026
   b. Award of Contract – 2026 Permeable Paver Alley – Design & Funding Application - $52,375.00
   c. Schedule of Public Meetings – 2027
   d. Administration Department Report
7. Consent Agenda Items for Separate Consideration
8. Recommendations of Boards, Commissions, and Committees
9. Unfinished Business
10. New Business
    a. Intergovernmental Agreement Regarding the Expansion of the West Suburban Consolidated Dispatch Center
    b. Award of Contract – Noise Studies and Professional Services – Trinity Consultants – $20,000.00
11. Executive Session
12. Adjournment

ADA Compliance: Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village at least 24 hours in advance of the scheduled meeting in person at Village Hall by telephone at 708.366.8500 or by email: publiccomment@vrf.us. Every effort will be made to allow for meeting participation.

RESOLUTION NO. 26-_____

A RESOLUTION COMMENDING LINCOLN ELEMENTARY SCHOOL ON BEING NAMED A 2026 GOVERNOR'S BLUE RIBBON SCHOOL

WHEREAS, Lincoln Elementary School, located on Park Avenue in the Village of River Forest, has been named a 2026 Governor's Blue Ribbon School by the State of Illinois in recognition of its exceptional academic achievement; and

WHEREAS, the Governor's Blue Ribbon Schools Program recognizes schools that demonstrate educational excellence through outstanding academic performance or significant progress in closing achievement gaps; and

WHEREAS, Lincoln Elementary School was recognized in the Exemplary High Performing School category for demonstrating consistently strong academic outcomes over time, earning one of only 16 Governor's Blue Ribbon School designations awarded to public schools in Illinois in 2026, among approximately 4,300 public schools statewide; and

WHEREAS, this distinction reflects a sustained commitment to academic excellence and represents a significant accomplishment for Lincoln Elementary School and the community it serves; and

WHEREAS, this recognition marks Lincoln Elementary School's second Blue Ribbon honor, following its designation as a National Blue Ribbon School by the U.S. Department of Education in 2015; and

WHEREAS, Lincoln Elementary School has also been recognized by U.S. News & World Report, which ranked the school 15th among the best elementary schools in Illinois; and

WHEREAS, the history of public education in River Forest dates to 1850, when School District 90 was founded with 14 students attending classes in a small shed at the corner of Lake Street and Lathrop Avenue; and

WHEREAS, Lincoln Elementary School traces its origins to Central School, which was established in 1889 to accommodate the growing student population and became the school known today as Lincoln Elementary School, reflecting the longstanding history of public education in River Forest; and

WHEREAS, the Village of River Forest recognizes the dedication and contributions of Lincoln Elementary School's students, teachers, administrators, support staff, families, and broader school community, whose collective efforts help foster a positive learning environment and support student achievement; and

Now, Therefore, Be It Resolved by the President and Board of Trustees of the Village of River Forest that the Village congratulates Lincoln Elementary School and its students, educators, administrators, staff, families, and broader school community on being named a 2026 Governor's Blue Ribbon School and commends their commitment to educational excellence.

ADOPTED this 26th day of October 2026, pursuant to a roll call vote as follows:
AYES:_____
NAYS:_____
ABSENT:_____

IN WITNESS, THEREOF, I have hereto set my hand officially and caused to be affixed the seal of the Village of River Forest, this 26th day of October 2026.

_____
Catherine Adduci, Village President

APPROVED by me this 26th day of October, 2026.

_____
Rosa Castellano, Village Clerk

VILLAGE OF RIVER FOREST
VILLAGE BOARD OF TRUSTEES MINUTES
October 12th, 2026

A regular meeting of the Village of River Forest Board of Trustees was held on October 12th, 2026, at 7:00 p.m. in the Community Room at River Forest Village Hall, 400 Park Avenue.

1. CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:00 p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Brennan, Bachner, Gillis, O'Connell, Vazquez, and Village Clerk Castellano
Absent: Trustee Keskitalo
Also Present: Village Attorney Lance Malina, Village Administrator Matt Walsh, Assistant Village Administrator Jessica Spencer, Fire Chief Tom Gaertner, Director of Public Works and Engineering Jack Bielak, Police Chief James Greenwood, Deputy Police Chief Michael Swierczynski, Finance Director Rosemary McAdams, Assistant Finance Director KeKe Boyer. HR Manager Trish Ivansek, and Deputy Clerk Luke Masella.

2. PLEDGE OF ALLEGIANCE

President Adduci led the Pledge of Allegiance.

3. CITIZEN COMMENTS

Ken Kramer thanked the Village and its staff for their work on behalf of the community, particularly their efforts opposing the proposed O'Hare Flyer. He also raised concerns about traffic along Keystone Avenue.

4. ELECTED OFFICIALS' COMMENTS & ANNOUNCEMENTS

Trustee Bachner gave a land acknowledgment.

Trustee Gillis highlighted Indigenous Peoples' Day and Italian Heritage Month.

She also highlighted the start of leaf pickup and reminded residents that leaf piles should contain leaves only, not lawn clippings, branches or other materials.

Trustee Brennan acknowledged Indigenous Peoples' Day, thanked Director Bielak for attending following the birth of his son and congratulated him on the birth. She also asked staff to add the 2027 meeting schedule to the Village calendar to assist with planning next year's schedule.

Trustee O'Connell highlighted the Senior Bingo event and Fire Department Open House and encouraged residents to sign up for Fire Department Community Connect.

President Adduci wished everyone a happy Indigenous Peoples' Day and Columbus Day and noted her attendance at the Columbus Day Parade in Chicago. She also highlighted a recent successful Casual Conversation event, thanked the team for its work on Senior Bingo, and reminded residents of Halloween hours.

5. CONSENT AGENDA

a. Village Board of Trustees Meeting Minutes – September 14th, 2026
b. Village Board of Trustees Meeting Minutes – September 28th, 2026
c. Monthly Department Reports
d. Intergovernmental Agreement Approval – Chicago Transit Authority Reimbursements – Resolution
e. Accounts Payable – September 2026 – $1,981,324.18
f. Financial Report – September 2026

Trustee Brennan requested that consent agenda item 5.a be pulled for separate consideration.

MOTION by Trustee O'Connell, seconded by Trustee Vazquez, to approve Consent Agenda Items b through f.

Roll call:
Ayes: Trustees O'Connell, Bachner, Vazquez, Gillis, and Brennan
Nays: None
Absent: Keskitalo

Motion Passes.

6. CONSENT ITEMS FOR SEPARATE CONSIDERATION

a. Village Board of Trustees Meeting Minutes – September 14th, 2026

MOTION by Trustee O'Connell, seconded by Trustee Vazquez, to approve consent agenda item 5.a.

Trustee Brennan questioned why the revisions she had provided to staff were not incorporated into the meeting minutes. Village Administrator Walsh and Village Clerk Castellano explained the rationale for the existing wording.

The Board and staff discussed the previous week's meeting minutes and agreed that minutes should be summary in nature, capturing key actions and discussions rather than providing a verbatim account. Trustee Brennan and Clerk Castellano agreed to revise portions of Trustee Brennan's comments from the September 14, 2026, Village Board meeting.

Roll call:
Ayes: Trustees O'Connell, Bachner, Vazquez, Gillis, and Brennan
Nays: None
Absent: Keskitalo

Motion Passes.

7. RECOMMENDATIONS OF BOARDS, COMMISSIONS, AND COMMITTEES

None.

8. UNFINISHED BUSINESS

None.

9. NEW BUSINESS

a. Presentation and Acceptance of FY2026 Annual Comprehensive Financial Report

MOTION by Trustee Vazquez, seconded by Trustee O'Connell, to Accept the Village's Annual Comprehensive Financial Report for the Fiscal Year Ending April 30, 2026.

Finance Director Rosemary McAdams presented the report and fielded a question from the Board.

Martha Trotter, Sikich LLP, presented the report.

Trustee Brennan and other Board members thanked Finance Director McAdams and Assistant Finance Director Boyer for their work and acknowledged their upcoming retirements.

Roll call:
Ayes: Trustees O'Connell, Bachner, Vazquez, Gillis, and Brennan
Nays: None
Absent: Keskitalo

Motion Passes.

10. EXECUTIVE SESSION

None.

11. ADJOURNMENT

MOTION to adjourn by Trustee O'Connell, seconded by Trustee Bachner.

Roll call:
Ayes: Trustees O'Connell, Bachner, Vazquez, Gillis, and Brennan
Nays: None
Absent: Keskitalo

Motion Passes.

The Village Board of Trustees Meeting adjourned at 7:46 p.m.

_____

Rosa Castellano, Village Clerk

Date:_____

MEMORANDUM

DATE: October 26, 2026

TO: Matt Walsh, Village Administrator

FROM: Jack Bielak, Director of Public Works & Engineering

SUBJECT: Award of Contract – 2026 Permeable Paver Alley – Design & Funding Application

Issue: Staff is seeking approval to award a contract for design engineering services and MWRD Partnership funding support for the alley improvement project between Ashland and Lathrop along Madison.

Analysis: In May 2025 and May 2026, the Village was selected to participate in the Metropolitan Water Reclamation District's (MWRD) Green Infrastructure Partnership. Through this program, MWRD collaborates with local governments to advance projects that improve stormwater management using green infrastructure. Each year, MWRD issues a call for projects, inviting local agencies to submit proposals. Selected projects receive construction cost participation and engineering expertise.

Green infrastructure captures and manages stormwater where it falls, allowing it to infiltrate into the ground before entering the sewer system. This reduces the strain on sewer systems, particularly during heavy rain events—and helps improve the water quality of local waterways. To advance this project, the Village must provide detailed engineering plans, including soil borings, hydrologic and hydraulic analyses, and stormwater retention capacity calculations.

To date, MWRD has awarded a total of $355,600 in partnership funding for the two phases of the Village Hall permeable paver project.

To complete the necessary design work, the Village requested a proposal from Christopher B. Burke Engineering, LTD. (CBBEL), the consultant that previously assisted with the Village Hall permeable paver parking lot design.

Christopher B. Burke Engineering, LTD. - **$52,375.00**

The scope of work includes developing detailed construction plans and specifications, preparing the MWRD partnership funding application, completing required permit submissions, and coordinating grant reporting. Because CBBEL is already familiar with Village preferences and has extensive experience with MWRD's Green Infrastructure Partnership requirements, staff was able to negotiate reduced design costs.

CBBEL has successfully completed similar green infrastructure design projects for the Village and brings specialized expertise in permeable paver systems and stormwater design.

Recommendation: Motion to award the contract for the 2026 Permeable Paver Alley Design and Funding Application in the amount of $52,375.00.

Attachments:

- Location Map
- CBBEL Proposal

Project Location Map

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

October 21, 2026

Village of River Forest
400 Park Avenue
River Forest, IL 60305

Attention: Jack Bielak, P.E., CFM
Director of Public Works & Engineering

Subject: Professional Engineering Services Proposal for Design Engineering for the Madison Site Green Alley Project

Dear Mr. Bielak:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this not-to-exceed proposal for professional design engineering services related to the Madison Site Green Alley Project in the Village of River Forest (Village). Included in this proposal is our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village would like to reconstruct the existing alley north of 7612 Madison Street as a green alley between Ashland Avenue and Lathrop Avenue. It is anticipated that the property at 7612 Madison Street will be redeveloped. All proposed improvements to the alley will be coordinated with the redevelopment plans for the property. Additionally, the Village would like to pursue a Metropolitan Water Reclamation District (MWRD) Green Infrastructure grant to assist with the cost of construction.

Preliminary design shall include the preparation of a preliminary cost estimate, stormwater Design Retention Capacity (DRC) calculations spreadsheet, typical cross sections, and drainage exhibit to assist with the MWRD Green Infrastructure Grant application.

Pending award of the MWRD Green Infrastructure grant and Village approval, design engineering will be performed which shall generally include environmental testing, field reconnaissance, hydrologic and hydraulic (H&H) analysis, pre-final and final design, preparation of construction drawings and specifications, cost estimates, identification and procurement of all required permits, and grant coordination.

This project will be designed in coordination with the Metropolitan Water Reclamation District (MWRD) as the Village anticipates utilizing a Green Infrastructure grant. All provisions in the Village's Intergovernmental Agreement with MWRD will be adhered to. It is our understanding

that the Village will be utilizing all local funds for engineering. We understand that all design engineering services need to be completed by late 2027 for a December 2027 bid opening.

SCOPE OF SERVICES

Task 1.1 – Grant Application Supporting Documentation

CBBEL will prepare a preliminary cost estimate, drainage area map, typical cross sections exhibit, and a Stormwater DRC Calculation spreadsheet for the Village to be submitted as part of an MWRD Green Infrastructure Grant application. It is our understanding that the Village will be preparing and submitting the grant application and all other required documentation.

Task 2.1 – Topographic Survey

CBBEL will perform full topographic survey of the alley north of Madison Street from the centerline of Lathrop Ave. to the centerline of Ashland Ave. from right-of-way to right-of-way with 10' overlap, to be used as a base map for design purposes.

The following scope items will be included in this task:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation (NAD83 (2011) horizontal control datum).

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways and alley within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, all above-ground utilities, including, but not limited to water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations, etc. from R-O-W to R-O-W within project limits. The finished floor elevations of all adjacent structures will also be included.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above-ground facilities of any additional underground utilities, including water main, gas, electric, cable, etc., will also be located. No J.U.L.I.E. Utility Survey Coordination is included in this task.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

Task 2.2 – J.U.L.I.E. Utility Coordination

CBBEL will coordinate with utility owners and with JULIE Utility Coordination to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map.

Task 2.3 – Geotechnical Services

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Service Corporation (TSC). TSC has recommended two (2) soil borings to at a depth of 10 feet (totaling 20 lineal feet of drilling) to determine the existing structure of the pavement and condition of subgrade materials. This report will also include recommendations on subgrade suitability for the proposed green alley and existing subgrade infiltration rate & groundwater depth analysis. A Seasonal High Groundwater Level will be determined which is a requirement of MWRD.

The objectives of the boring study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

Upon completion of the report, CBBEL will evaluate the geotechnical report to determine the appropriate typical section for the project based on MWRD engineering guidelines and standards for permeable pavements. Based on the findings, CBBEL will perform a hydrologic and hydraulic (H&H) analysis to determine the project impacts.

Task 2.4 – Field Reconnaissance

CBBEL Staff will perform a Field Reconnaissance of the proposed alley reconstruction limits. The purpose of the Field Reconnaissance will be to confirm the project limits, measure quantities, and determine structures to be rehabilitated/replaced. The results of the Field Reconnaissance will be used to prepare the contract documents. The results of the Field Reconnaissance will be reviewed with the Village's Public Works Department.

Task 2.5 – Pre-Final Plans, Specifications, and Estimates (75%)

CBBEL will prepare preliminary engineering plans, specifications, and an estimate of construction cost. The plans will be prepared in accordance with Village, MWRD, and IDOT design criteria. All contract special provisions will be prepared in IDOT standard format.

The following sheets and associated hours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	1	1
General Notes	2	1	2
Summary of Quantities and Utility Coordination	1	2	2
Alignment, Ties & Benchmark Sheet	1	4	4
Typical Sections	1	6	6
Construction Details	3	1	3
Existing Conditions and Removal Plans	1	8	8
Proposed Plan & Profiles / SESC Plans	1	16	16
Pattern Plan (for Layout Only)	1	6	6
Soil Erosion / Sediment Control Notes and Details	1	2	2
Cross Sections	4	6	24
Cost Estimate			8
Specifications			16
TOTALS	**17**		**98**

It is assumed that the Village will provide televising videos and reports for a condition assessment of any storm sewer and sanitary sewer within the project limits. CBBEL will review this information and make recommendations for rehabilitation to be included in the contract.

Pre-final drawings, specifications, and an engineer's opinion of probable cost will be submitted for review to the Department of Public Works and will be used for any necessary MWRD permit applications. Pre-final drawings will also be sent to all utility companies (Nicor, ComEd, AT&T, Comcast, etc.) identified within the project area to determine any anticipated conflicts.

It shall be noted that additional progress submittals or reporting may be required by MWRD throughout the design process as part of the GI grant and as presented in the IGA.

Task 2.6 – Watershed Management Ordinance (WMO) Permit Submittal

This project is located within a combined sewer area. Therefore, any proposed underdrains or storm sewers will be considered qualified sewer construction under the WMO and will trigger a permit from MWRD. CBBEL staff will prepare the permit application package to MWRD, which will include the following information:

- WMO Permit Application (Schedules A, B and C)
- WMO Schedule P (Soil erosion and sediment control)
- Cover letter with supporting exhibits
- Signed and sealed engineering plans.

Since this is a non-profit, public improvement project, it is assumed that the permit review fee will be waived by MWRD and is therefore not included in the fee for this task.

Additional time has been included under this task for general assistance and review for compliance with permitting requirements and preparation of the District's Stormwater Design Retention Capacity (DRC) calculations.

It shall be noted that based on the FIRM map, no floodway or floodplain are present within the anticipated limits of the project site. No other regulatory agency permits are anticipated.

Task 2.7 – Final Plans, Specifications, and Estimate (95%)
Based on the Village's and MWRD's pre-final review comments, CBBEL will revise the plans, specifications, and estimate. All private utility coordination will be addressed to resolve conflicts or assist the Village with coordinating the relocation of impacted facilities.

CBBEL will assign a QA/QC Manager to this project who will perform a project review to ensure the contract documents are accurate and complete. The goal of the QA/QC process is to minimize change orders and schedule delays during construction. During the review, emphasis will be placed on constructability, and the reviewer will carefully analyze the documents for conflicts between disciplines. The QA/QC review will be performed by a senior construction staff member.

During this task, the bid opening date will be determined, and an estimated construction schedule will be provided. The final plans will be submitted to the Village and MWRD for review and approval.

Task 2.8 – Bid Documents (100%)
CBBEL will finalize the plans, specifications, and estimate for bidding. As part of this task, CBBEL will address any Requests for Information (RFIs) received and prepare addenda, if necessary. It is assumed that all bidding services will be handled by the Village.

Task 2.9 – Meetings and Coordination
Time has been included in this proposal for one coordination meeting with the Village, if necessary.

ESTIMATE OF FEE

We have determined the following not to exceed costs for each of the tasks described in this proposal.

Task 1.1	Grant Application Supporting Documentation	$	3,540
Task 2.1	Topographic Survey	$	4,750
Task 2.2	J.U.L.I.E. Utility Coordination	$	1,075
Task 2.3	Geotechnical Services	$	10,900
Task 2.4	Field Reconnaissance	$	860
Task 2.5	Pre-Final Plans, Specifications, and Estimates (75%)	$	17,200
Task 2.6	Watershed Management Ordinance Permit Submittal	$	6,170
Task 2.7	Final Plans, Specifications, and Estimates (95%)	$	4,040
Task 2.8	Bid Documents (100%)	$	2,520
Task 2.9	Meetings and Coordination	$	820
	Subtotal	$	51,875
	Direct Costs	$	500
	Total	$	52,375

Exclusions
It shall be noted that the following tasks have been excluded from the scope of work but in some cases are recommended. If requested by the Village, a supplemental proposal can be provided to include this work.

- Subconsultant services to clean and televise the existing storm sewer and sanitary sewer within the project limits. This information is currently assumed to be provided by the Village.
- Site lighting evaluation and photometrics
- Construction observation
- MWRD Monthly Reporting during construction
- Preparation of and processing of MWRD reimbursement requests
- Preparation of and/or review of as-builts (MWRD requirement)

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing overnight delivery, messenger services and report compilation are included in the Fee Estimate. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS AND CONDITIONS, ACCEPTED FOR THE VILLAGE OF RIVER FOREST:

BY: _____

TITLE: _____

DATE: _____

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COST ESTIMATE OF CONSULTANT SERVICES

Project: Madison Site Green Alley - Design Engineering Services
Client: Village of River Forest
Firm: Christopher B. Burke Engineering Ltd.
Date: October 21, 2026

		Personnel & Hours												
		Engineer V	Engineer IV	Engineer III	Survey V	Survey IV	CAD Manager	Survey III	Survey II	Survey I	Subconsultant	Total Hours	% of Hours	Total Cost
	Rate	$250.00	$215.00	$190.00	$250.00	$235.00	$225.00	$215.00	$170.00	$145.00	-			
Task 1.1	Grant Application Supporting Documentation	2		16								18	8.7%	$ 3,540.00
Task 2.1	Topographic Survey				1	1	4	1	10	10		27	13.0%	$ 4,750.00
Task 2.2	J.U.L.I.E. Utility Coordination							5				5	2.4%	$ 1,075.00
Task 2.3	Geotechnical Services										$ 10,900.00			$ 10,900.00
Task 2.4	Field Reconnaissance		4									4	1.9%	$ 860.00
Task 2.5	Pre-Final Plans, Specifications, and Estimates (75%)	8		80								88	42.5%	$ 17,200.00
Task 2.6	Watershed Management Ordinance Permit Submittal	1	24	4								29	14.0%	$ 6,170.00
Task 2.7	Final Plans, Specifications, and Estimate (95%)	4		16								20	9.7%	$ 4,040.00
Task 2.8	Bid Documents (100%)	4		8								12	5.8%	$ 2,520.00
Task 2.9	Meetings and Coordination	1		3								4	1.9%	$ 820.00
	Subtotal	**20**	**28**	**127**	**1**	**1**	**4**	**6**	**10**	**10**		**207**	**100.0%**	
	% of Hours	9.7%	13.5%	61.4%	0.5%	0.5%	1.9%	2.9%	4.8%	4.8%				
	Total Cost	**$ 5,000.00**	**$ 6,020.00**	**$ 24,130.00**	**$ 250.00**	**$ 235.00**	**$ 900.00**	**$ 1,290.00**	**$ 1,700.00**	**$ 1,450.00**	**$ 10,900.00**	**$ 51,875.00**		**$ 51,875.00**
	Direct Costs													$ 500.00
	Estimated Total Cost of Consultant Services													**$ 52,375.00**

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

Personnel	Hourly Rate
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

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

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

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

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

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

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

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

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

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

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

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

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

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

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

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

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

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

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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

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

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

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

Village of River Forest
Village Administrator's Office
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: October 26th, 2026

To: Catherine Adduci, Village President & Village Board of Trustees

From: Luke Masella, Deputy Clerk/Management Analyst

Subj: Public Notice of Meetings – 2027

Analysis: Per the Illinois State Statutes, the Village is required to give public notice of regularly scheduled meetings at the beginning of each calendar or fiscal year. See below:

> "(5 ILCS 120/2.02) (from Ch. 102, par. 42.02)
> Sec. 2.02. Public notice of all meetings, whether open or closed to the public, shall be given as follows:
> (a) Every public body shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year and shall state the regular dates, times, and places of such meetings."

The Village has traditionally published this notice on the final agenda of the year. The 2027 Public Notice of Meetings document is attached on the next page. It should be noted that there will be multiple months where the Village Board will meet only once, listed below:

- May 10, 2027
- June 14, 2027
- July 12, 2027
- August 9, 2027
- November 15, 2027
- December 20, 2027

Documents Attached: Public Notice of Meetings – 2027

2027
Village of River Forest
Public Notice of Meetings

Name of Board, Committee or Commission	Day of Month	Time
VILLAGE BOARD REGULAR MEETING *Dates where Village Board will meet only once a month:* *May 10, 2027 – June 14, 2027 – July 12, 2027 – August 9, 2027 – November 15, 2027 – December 20, 2027*	**2nd Monday & 4th Monday**	7:00 p.m.

Name of Board, Committee or Commission	Day of Month	Time
VILLAGE BOARD COMMITTEE-OF-THE-WHOLE	3rd Monday *(as needed)*	7:00 p.m.
DEVELOPMENT REVIEW BOARD	1st & 3rd Thursday	7:00 p.m.
TRAFFIC & SAFETY COMMISSION	3rd Wednesday of Jan., March, May, July, Sept., and Nov.	7:00 p.m.
ELECTORAL BOARD	On Call	
BOARD OF FIRE AND POLICE COMMISSIONERS	4th Wednesday	6:00 p.m.
PLAN COMMISSION	3rd Tuesday *(as needed)*	7:00 p.m.
JOINT REVIEW BOARD – MADISON ST TIF	TBD	TBD
JOINT REVIEW BOARD – NORTH AVE TIF	TBD	TBD
ZONING BOARD OF APPEALS	2nd Thursday	7:30 p.m.
HISTORIC PRESERVATION COMMISSION	4th Thursday	7:00 p.m.
SUSTAINABILITY COMMISSION	2nd Tuesday	7:00 p.m.
POLICE PENSION BOARD	4th Thursday of Jan., April, July & Oct.	3:30 p.m.
FIRE PENSION BOARD	4th Thursday of Jan., April, July & Oct.	2:00 p.m.
BOARD OF LOCAL IMPROVEMENTS	On Call	
LOCAL ETHICS COMMISSION	On Call	
ECONOMIC DEVELOPMENT COMMISSION	1st Wednesday	6:00 p.m.
DIVERSITY, EQUITY AND INCLUSION ADVISORY GROUP	On Call	7:00 p.m.

VILLAGE HALL ADMINISTRATIVE OFFICES ARE CLOSED ON THE FOLLOWING HOLIDAYS:
NEW YEAR'S DAY (01/01/27), MARTIN LUTHER KING JR. DAY (01/18/27), PRESIDENTS DAY (02/15/27), MEMORIAL DAY (05/31/27), JUNETEENTH (06/18/27), INDEPENDENCE DAY (07/05/27), LABOR DAY (09/06/27), THANKSGIVING DAY (11/25/27), DAY AFTER THANKSGIVING (11/26/27), CHRISTMAS EVE (12/24/27), AND CHRISTMAS DAY (12/25/27).

All Meetings are held in the Community Room of the Municipal Center unless otherwise posted. Meeting dates and times may be subject to change. Check Village Hall or Village website under "Agendas and Minutes" to confirm meetings.

DRAFT

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RIVER FOREST
Proud Heritage
Bright Future

MEMORANDUM

Date: October 26th, 2026

To: President Adduci & Village Board of Trustees

From: Matt Walsh, Village Administrator

Subject: Administration Report

Upcoming Public Meetings and Closures

Wednesday, October 28th	6:00pm	Quarterly Community Safety Meeting
Wednesday, November 4th	6:00pm	Economic Development Commission
Thursday, November 5th	7:00pm	Development Review Board

Recent Payments of >$10,000

In accordance with the purchasing policy, the following is a summary of payments between $10,000 and $20,000 that have occurred since the last Board meeting:

Vendor	Amount	Description
Thrive Counseling Center	$12,000.00	Counseling Services
Avalon Petroleum Company	$15,613.04	Fuel
ComEd	$14,701.69	EV Chargers
SAFEbuilt LLC Lockbox #88135	$13,522.82	Plan Reviews
State Treasurer	$18,920.47	State Income Tax
DeKind Computer Consultants	$16,315.64	I.T. Support
Fire Service, Inc.	$12,750.69	Equipment Repairs
Sikich, LLP	$19,800.00	Financial Audit
Goodmark Nurseries LLC	$11,306.00	Parkway Trees
State Treasurer	$18,556.36	State Income Tax

Village of River Forest
Village Administrator's Office
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: October 26, 2026
To: Catherine Adduci, Village President
Village Board of Trustees
From: Matt Walsh, Village Administrator
Subj: Intergovernmental Agreement Regarding the Expansion of the West Suburban Consolidated Dispatch Center

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Overview: The Village of River Forest is currently one of three members of the West Suburban Consolidated Dispatch Center (WSCDC), along with Oak Park and Forest Park. The WSCDC provides dispatch services for both fire and police departments in the Village. Over the past few years, the WSCDC and its member communities have sought additional partners to share costs among more members and prepare for future changes to state-mandated consolidation thresholds, which may require additional dispatch centers to consolidate.

In November 2025, the villages of Elmwood Park and Rosemont signed letters of intent to join the WSCDC. Elmwood Park and Rosemont are currently members of NORCOMM, a dispatch center that is dissolving at the end of 2026. Elmwood Park was previously a member of WSCDC until 2021.

As part of the consolidation, the dispatch center will relocate from its current space at River Forest Village Hall to a newly built-out larger space in the Rosemont Municipal Complex. The relocation will not have any impact on response times, as the existing radio signal infrastructure will remain in its current locations in River Forest and Forest Park. WSCDC will hire additional dispatchers to handle call increases and is in the midst of an upgrade to the Computer Aided Dispatch and Record Management Software.

In June, the WSCDC was awarded a $1.3 million grant to offset costs associated with the consolidation. The center will pursue grant funds again in 2027 to reimburse other costs, which may decrease contributions needed from member communities.

Based on the CY2027 budget, River Forest's annual contributions are expected to decrease by $133,249 over 2026 expenses. Although the total WSCDC budget increases due to the new facility, personnel and technology associated with the consolidation, River Forest's share of expenses drops from 14.86% to 9.6%. The share is based on number of calls and events in town.

The Village's contribution may further decrease in future years, as the State is currently considering legislation to increase the E9-1-1 surcharge fees that also go directly to the center.

The new space in Rosemont is being built with future expansion in mind. There are several other nearby municipalities that are exploring new dispatch centers. Future consolidation will continue to lower the contribution needed from River Forest, and there will be less costs associated with future expansion.

The proposed IGA allows for the addition of Elmwood Park and Rosemont to WSCDC. Rosemont and Elmwood Park have already approved necessary resolutions to join, and Forest Park and Oak Park will act in the coming weeks. Consolidation will be effective December 1, 2026.

Board Action Requested: Staff recommends approval of the proposed intergovernmental agreement.

WEST SUBURBAN CONSOLIDATED DISPATCH 9-1-1 SYSTEM AND JOINT EMERGENCY TELEPHONE SYSTEM BOARD INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is entered into on the effective date specified hereafter, by and between the Village of Oak Park, the Village of River Forest, the Village of Elmwood Park, the Village of Forest Park, and the Village of Rosemont, units of local government signatory hereto and also any unit of local government which may become a signatory hereafter (hereinafter collectively referred to as "the Parties"):

WHEREAS, the Parties have determined that the implementation of a 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating units of local government; and

WHEREAS, Public Act 99-0006 mandated the consolidation of Emergency Telephone System Boards (ETSBS) and Public Safety Answering Points (PSAPS); and

WHEREAS, Chapter 50, Section 15.4 of the Illinois Compiled Statutes, 50 ILCS 750/15.4, authorizes the formation of Joint Emergency Telephone System Boards to oversee the implementation and operation of a 9-1-1 emergency telephone system; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 provide for and authorize units of local government to jointly exercise powers common to each unit of local government; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* (the "Act"); and

WHEREAS, the Villages named herein (collectively referred to as "the Parties") are public agencies as that term is defined by the Act, 5 ILCS 220/2.

NOW, THEREFORE, pursuant to the authority set forth above and all other applicable laws, and in consideration of the mutual covenants and obligations contained herein, it is agreed between the Parties as follows:

1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

2. Venture Established. Pursuant to the intergovernmental cooperation authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1, and in recognition of the consolidation mandated by Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/15.4a, the undersigned units of local government hereby join together in a cooperative venture for the joint and mutual operation of a 9-1-1 emergency telephone system, to be known as the West Suburban Consolidated Dispatch 9-1-1 System and the West Suburban Consolidated Emergency Dispatch Center (collectively, "WSCDC"). Notwithstanding the foregoing to the contrary, WSCDC shall be an independent legal entity, and the relationship between the Parties and WSCDC System shall be an independent contractor relationship, and not a joint venture, partnership, or principal-agent relationship.

3. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board which shall consist of the Village Manager of the Village of Oak Park, the Village Administrator of the Village of River Forest, the Village Manager of the Village of Elmwood Park, the Village Administrator of the Village of Forest Park, the Village President of the Village of Rosemont or designee, and the Executive Director of the West Suburban Consolidated Dispatch 9-1-1 System. These same individuals shall also be members of the West Suburban Consolidated Emergency Dispatch Center Board.

   Any subsequent participating unit of local government which joins the West Suburban Consolidated Dispatch 9-1-1 System shall be entitled to have one member seated on the Joint Emergency Telephone System Board. Designation of the new participating unit of local government's Board member shall be specified by the participant's enabling ordinance.

4. Bylaws. The West Suburban Consolidated Dispatch 9-1-1 System shall be subject to and shall be governed by certain Bylaws which shall be adopted by the Joint Emergency Telephone System Board together with any amendments which may be made in the manner and means provided in the Bylaws.

5. Participation. Each participating unit of local government in the West Suburban Consolidated Dispatch 9-1-1 System, and each unit of local government which may hereafter become a participant, is a member entitled to the rights and privileges of membership and is subject to the obligations of membership, all as may be provided in the Bylaws.

6. Termination. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the Bylaws.

7. Powers of the Board. The powers and duties of the Joint Emergency Telephone System Board created by this Agreement shall include, but not be limited to, the following:

   A. Planning and operating a 9-1-1 emergency telephone system.
   B. Coordination and supervising the implementation, upgrading, maintenance and operation of the system including the establishment of equipment specifications and coding system.

C. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund.
D. Authorizing all disbursements from the fund.
E. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.
F. Making and entering into contracts.
G. Acquiring, holding and disposing of property.
H. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.
I. Operation of a consolidated public safety dispatch center.

8. Amendment. This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.

9. Duration. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the Bylaws.

10. Enforcement. Each member shall have the right to enforce this Agreement against any other member as provided by the arbitration process in the Bylaws.

11. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing execution of this Agreement.

12. Entire Agreement. This document contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this document shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement. No right or interest in this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party.

13. Notices. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village of Oak Park: Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

If to the Village of River Forest: Village Administrator
Village of River Forest
400 Park Avenue

River Forest, IL 60305

If to the Village of Elmwood Park: Village Manager
Village of Elmwood Park
11 Conti Parkway
Elmwood Park, IL 60707

If to the Village of Forest Park: Village Administrator
Village of Forest Park
517 Desplaines Avenue
Forest Park, IL 60130

If to the Village of Rosemont: Office of the Mayor
Village of Rosemont
9501 Technology Blvd, Suite 4000
Rosemont, IL 60018

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by electronic transmission shall be effective as of date and time of facsimile or electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

14. Effective Date. This Agreement shall become effective on _____ and when signed by all respective representatives of the Village of Oak Park, the Village of River Forest, the Village of Elmwood Park, the Village of Forest Park and the Village of Rosemont.

15. Severability. If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.

16. Counterparts; Facsimile or PDF Signatures. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

17. Governing Law. This Agreement and the Bylaws shall be governed by Illinois law.

18. Insurance; Indemnification. During the term of this Agreement, WSCDC shall maintain comprehensive general liability insurance coverage and worker's compensation insurance. WSCDC's comprehensive general liability coverage shall: (i) name each member as an additional insured endorsement on a primary non-contributory basis with waiver of

subrogation; and (ii) have a combined single limit coverage of not less than $1,000,000. WSCDC shall provide proof of such insurance coverage in the form of a certificate of insurance upon request. To the maximum extent permitted by Illinois law, WSCDC shall defend, indemnify, and hold harmless the Parties and their respective officers, agents, and employees from and against all causes of action, claims, costs, damages, expenses, liabilities, losses, judgments, and attorney's fees arising out of, relating to, caused by, or regarding the acts or omissions of WSCDC and WSCDC's officers, agents, employees, or contractors under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned units of local government have set their signatures on the dates set forth below.

VILLAGE OF OAK PARK

By: _____
Name:
Title:

Date:_____

ATTEST:

By: _____
Name:
Title: Village Clerk

Date: _____

VILLAGE OF RIVER FOREST

By: _____
Name:
Title:

Date:_____

ATTEST:

By: _____
Name:
Title: Village Clerk

Date: _____

VILLAGE OF ELMWOOD PARK

By: _____
Name:
Title:

Date:_____

ATTEST:

By: _____
Name:
Title: Village Clerk

Date: _____

VILLAGE OF FOREST PARK

By: _____
Name:
Title:

Date:_____

ATTEST:

By: _____
Name:
Title: Village Clerk

Date: _____

VILLAGE OF ROSEMONT

By: _____
Name:
Title:

Date:_____

ATTEST:

By: _____
Name:
Title: Village Clerk

Date: _____

RIVER FOREST

Proud Heritage • Bright Future

MEMORANDUM

DATE: October 26th, 2026

TO: Cathy Adduci, Village President and the Board of Trustees

FROM: Luke Masella, Deputy Clerk

SUBJECT: Contract Approval – Professional Services Agreement Regarding the O'Hare Flyer – Trinity Consultants

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Purpose

Staff seeks approval of a professional services agreement with Trinity Consultants and authorization for the Village Administrator to execute the agreement on behalf of the Village.

Background

The Village continues to monitor and respond to the proposed O'Hare Flyer passenger rail project, which would utilize the existing rail corridor through River Forest.

On September 14, 2026, the Village President and Board of Trustees unanimously adopted a resolution opposing advancement of the proposal through River Forest. The Board also directed staff to continue evaluating the project and identifying professional advisors to assist the Village in protecting its interests.

On September 28, 2026, the Board approved three consultant agreements for O'Hare Flyer-related work. This new proposed contract under consideration would provide sound and vibration studies, with opportunities to expand to additional related services in the future, to help the Village evaluate potential impacts associated with the project and inform its ongoing response.

Staff recommends authorizing services under the agreement in an amount not to exceed $20,000 to accommodate potential minor increases in scope.

Fiscal Impact

Costs associated with the Village's O'Hare Flyer response were not included in the adopted budget, as the need for specialized professional services was not anticipated when the budget was prepared. Staff recommends funding these costs from available reserves, allowing the Village to address this matter without affecting currently budgeted programs or services.

Additional costs may be incurred at a later date for other services provided by Trinity, including environmental impact assessments and vibration studies, as the Village continues to evaluate the potential impacts of the proposed project. However, those services would likely come back before this body for approval.

Recommendation

Staff recommend approval of the professional services agreement with Trinity Consultants.

Motion:

Move to approve the professional services agreement with Trinity Consultants for sound studies in connection with the proposed O'Hare Flyer project and authorize the Village Administrator to execute the agreement.

Attachments

- Trinity Consultants Professional Services Agreement

RESPONSE TO REQUEST FOR PROPOSAL

Trinity Consultants

O'Hare Flyer – River Forest Noise Studies

CLIENT	CLIENT CONTACT	DATE
Village of River Forest	Luke Masella	9/28/2026

We are pleased to submit our proposal to provide acoustical consulting services for the O'Hare Flyer – River Forest Noise Studies project. The following proposal is based on our discussions regarding acoustic support that could be provided to River Forest by Trinity on 22 September 2026.

The O'Hare Flyer project is a proposed express train from downtown Chicago to O'Hare Airport. The current proposed route uses existing dis-used tracks that pass through River Forest. Concern has been expressed regarding the potential noise impact of the O'Hare Flyer on residences in River Forest. This proposal addresses services to support the Village of River Forest's understanding of potential impacts.

1.0 ACOUSTICAL SCOPE OF SERVICES

Under the terms of this proposal, we will complete the following scope of services.

A. Educational/Strategic Support

1. Meet with representatives of the Village of River Forest to discuss acoustic issues, learn about ways that sound can have a potential impact on the Village, learn about the various stages of the approval process during which acoustic concerns may be raised, various types of sound mitigation measures that could be considered, as well as other relevant overview topics.
2. Prepare a memo summarizing the topics discussed, and outlining the acoustic principles that need to be understood in order to understand both our studies and studies by other.

B. Baseline Noise Levels

1. Prepare a measurement protocol for establishing existing noise levels in the Village due to the existing sources: vehicular traffic, Metra, etc. Identify up to six (6) locations throughout River Forest to record sound levels over a 24-hour period. Locations will be selected in close coordination with Village staff.
2. Place sound level meters at the preferred locations throughout River Forest, and record data continuously for up to 24 hours.
3. Analyze data obtained on site to present detailed graphs of minute-by-minute overall dBA levels, as well hourly results for average (Leq), minimum (L90), and maximum (L10) noise levels over the course of the measurements.
4. Prepare a summary report describing the existing ambient noise levels in the area.

C. Ongoing Support

1. Provide ongoing support for the Village, which may include:
   i. Review of sound studies provided by the O'Hare Flyer team and help interpret findings to the Village Team.
   ii. Attend public meetings to help inform and educate River Forest restidences.
   iii. Prepare responses to acoustic reports on behalf of River Forest, indicating any areas of concern that we believe should be addressed differently by the design team.
   iv. Additional items, as needed.

2.0 COMPENSATION

Our fee for the scope of services outlined in Part 1.0 above shall be broken down as follows:

A. Compensation

Phase	Acoustics
Educational/Strategic Support	**$5,000**
Baseline Noise Level Study	**$12,000**
Ongoing Support	**Hourly, TBD**

Additional measurement locations for our Baseline Noise Study can be added at $1,000 per position.

Please note our office policy requires us to have signed authorization prior to commencing work on any project indicating agreement to scope, fee, and contract terms herein.

3.0 ADDITIONAL SERVICES

We shall be compensated separately on an hourly basis for the following services to the extent that such services are authorized and approved.

A. Mock up tests.

B. Field inspections in excess of those listed above.

C. Meetings in excess of those listed above.

D. Field test and measurements not outlined above.

E. Services not described in Part 1.0 Scope of Services.

For work completed on a time and materials basis, hourly rates are as follows. Hourly rates are subject to change for subsequent calendar years.

Consultant's current hourly rates (in USD) are as follows: $115 for Administrative Services, $175 for Junior Associates, $250 for Associates, $300 for Senior Associates, $350 for Associate Principals, and $400 for Principals.

Additional terms and conditions are set forth in Exhibit A, which is incorporated into this agreement by reference as if fully set forth herein. It is understood that the company submitting this proposal is known in the marketplace under several names (including various combinations of Trinity Consultants, Cerami & Associates, Longman Lindsey, etc.) but the legal entity under which we have submitted this proposal is Trinity Consultants, Inc. All rights, responsibilities, and considerations related to this proposal and any forms of contract referencing this proposal apply to Trinity Consultants, Inc. as the contract holder.

This proposal is valid for a period of ninety (90) days, after which we reserve the right to renegotiate. We are prepared to proceed with the above work upon receipt of your authorization.

All the best,

Gregory A. Miller, PE, INCE
Principal

/USERS/GMILLER/LIBRARY/CLOUDSTORAGE/BOX-BOX/WIP/2026/261410.0180 - O'HARE FLYOVER TRAIN - RIVER FOREST NOISE STUDIES/01 PROPOSAL/02 RESPONSE/O'HARE FLYER - RIVER FOREST NOISE STUDIES_261410.0180.DOCX

Authorization

to Trinity – Cerami | Longman Lindsey | Valcoustics | Jaffe Holden
for Design and Consulting Services

Date: 9/28/2026 **Opportunity/Project No.:** 261410.0180

Open for acceptance for a term of: 30 Days

Identification of Project:	O'Hare Flyer – River Forest Noise Studies		
Scope of Services:	See proposal dated 28 September 2026		
Basis of Payment:	Fixed fee	Payment Terms:	Net 30
Base Fees:	$17,000 plus Hourly		HST is additional
Selected Add Service Fees:	$ _____ USD		

Client Company Name

Attention

Email Address

Address

Phone

PO# **Invoicing Platform**

Required Date of Monthly Invoice Submission?

Special Billing Instructions (Invoices will be sent to signatory unless otherwise instructed):

_____

_____

_____

_____

This Agreement includes the proposal identified above and the attached terms and conditions.

The Terms and Conditions attached constitute a part of this agreement unless superseded by an executed Master Service Agreement/Contract previously signed by Client and Trinity.

(Print Name and Title of Signatory)

Signature

**If accepted for an entity other than a corporation, signer is accepting personal responsibility for account

Date

Exhibit A – Standard Terms and Conditions

PAYMENTS AND DELIVERABLES
If applicable, the up-front retainer shall be due at the time of execution of this document. Otherwise, invoices will be submitted on a monthly basis, and the amount shall be based on the percentage of work completed. This agreement is with the undersigned and payment to us shall not be contingent upon payment from a third party.

Payments shall be due within thirty (30) days from the invoice date. Delinquent payments are subject to a late payment charge of one-and-one-half percent (1.5%) per month, or a portion thereof, of any undisputed balance. Reasons for disputed invoices must be submitted in writing within ten (10) days of issuance. We reserve the right to stop work without penalty in the event that any unpaid balances exceed forty-five (45) days.

FAILURE TO PAY
Consultant reserves the right to suspend services for failure to pay invoices when due. Consultant will provide Client with written notice of such suspension at least five (5) business days before suspension of work begins.

In the event that legal action is necessary to enforce the payment provisions of this agreement, Consultant shall be entitled to collect from the Client all costs and legal fees incurred.

REIMBURSABLE EXPENSES
In addition to the compensation for basic services described above, Consultant shall be reimbursed at cost for printing and reproducible production, travel (business class or higher for overseas flights) and transportation costs incurred for authorized trips and including taxis and parking as required; for overnight delivery and messenger services; and premium costs for additional insurance required for the project in excess of our regular policy coverage (see attached summary of current coverage levels).

TAXES AND DUTIES
All sales and use taxes, customs duties, fees for permits, and similar charges applicable to services provided and tangible or intangible items delivered to Client shall be paid by Client in addition to any other fees of Consultant. Any such payments that must be made directly by Consultant shall be reimbursable as costs in accordance with the Reimbursable Expenses clauses. The Goods & Service Tax will apply to all services and disbursements, as defined by current legislation.

EXPERT TESTIMONY
Consultant shall be compensated separately on an hourly basis at two times (2x) the rates outlined above for time spent testifying.

SUBCONSULTANT WORK
Consultant may hire a sub-consultant to complete portions of the work and will charge Client at cost plus 10% for management of the sub consultant. Any sub-consultant will be disclosed to Client for approval in writing prior to commencement of sub-consultant work.

RELATED DISCIPLINES
By this agreement, it is understood that we are acoustical, audiovisual, IT and security consultants, and in providing the services outlined above, we will provide design recommendations for acoustical/audiovisual/IT/Security issues only, as outlined herein. It is often necessary to retain the services of other professional disciplines, including but not limited to Architectural, Structural or Mechanical/ Electrical/ Plumbing Engineering services, to review our recommendations and determine if there are any related issues that should be addressed in incorporating our recommendations. The responsibility and associated costs of retaining such other professional services shall be borne by the owner.

CREDIT/PUBLICITY
The client will employ their best effort to reference the services we have provided under this contract in all credits related to publications or awards related to this project.

We will also have the right to publicize our involvement and include information about this project, both in photographic or written format in their promotional materials (unless otherwise advised that specific information or projects are to be kept confidential through signed agreement).

PROJECT SUSPENSION / CONTRACT TERMINATION
Should the project be suspended or abandoned, or should you elect to terminate our services for other reasons prior to our completion of the work, we shall be paid for services performed up to the date of our receipt of notice of suspension or termination. Should it become necessary to negotiate a settlement of our account with the Owner, we shall be given the opportunity to participate in any such discussions, and we agree to abide by and accept the results of such negotiation.

CLIENT RESPONSIBILITIES
The Client shall reasonably cooperate in the performance by Consultant of the Services, including, without limitation, providing reasonable and safe facilities and access to data, information, property, equipment, and personnel of the Client. Client shall be responsible for the performance of its personnel and agents and the accuracy and completeness of all data, direction, and information provided for the performance of the Services. Some of our testing services produce high sound levels. The client is responsible for addressing any safety or security concerns related to such noise being generated at the project site. Impact Insulation Class testing may potentially cause cosmetic damage to the floor surfaces being tested, and it is the Client's responsibility to acknowledge this and attest that the Client has the authority to require testing to be completed and to hold harmless Consultant for any such damage.

GENERAL PROVISIONS

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Consultant shall be entitled to rely upon the accuracy, timeliness and completeness of services and information furnished by the Client, the Architect and the other members of the design team.

Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall Consultant be responsible for any Contractor's or manufacturer's failure to perform in accordance with the Project's details, specifications or other requirements of the Contract Documents. Consultant shall be responsible for Consultant's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Architect, engineers, the Contractor or of any other persons or entities performing portions of the Work.

The purpose of Consultant's site visits are to become generally familiar with the progress and quality of the portion of the Work completed (related to Consultant's services), and to determine, in general, if the Work observed is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable specifications. However, Consultant shall not be required to make exhaustive or continuous on-site progress evaluations to check the quality or quantity of the Work. On the basis of the site visits, Consultant shall report to the Client (1) known deviations from the Contract Documents, and (2) defects and deficiencies observed in the Work. Under no circumstances shall Consultant's construction administration services give rise to a duty or responsibility of Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Consultant's review of the Contractor's submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents relating to Consultant's Scope of Services. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Consultant, of any construction means, methods, techniques, sequences or procedures. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Drawings, Specifications, documentation, computer models and other materials, including those in electronic form, prepared by the Consultant and Consultant's subconsultants are Instruments of Service for use solely with respect to this Project. The Consultant and Consultant's subconsultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all rights accorded under applicable law, including copyrights. Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. No other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign or otherwise transfer any license herein to another party without the prior written agreement of the Consultant. The Client shall indemnify and shall hold Consultant harmless for any liabilities, damages or costs related to unauthorized use or modification.

The Client shall not assign, transfer, or delegate any of its rights or obligations under this Agreement to any third party without the prior written consent of the Consultant. Any attempted assignment without such consent shall be null and void.

Either party may terminate this Agreement in whole or in part at any time by written notice to the other at least, such notice is effective upon receipt. In the event of such termination, Consultant will issue a final invoice and shall be paid in accordance with this Agreement for services rendered before and including date of termination.

This agreement shall be governed by the laws of the state of New York for projects in the US and the province of Ontario for projects in Canada, both as to interpretation and performance, notwithstanding any conflicts of interest of law principles to the contrary.

Consultant and Client waive claims against each other for consequential damages arising out of claims, disputes or other matters between them relating to this Agreement (including negligence, but excepting intentionally tortious acts, fraud, or willful or wanton misconduct). "Consequential damages" shall include damages for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Client further agrees that, to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Project or this Agreement from any cause or causes, including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (excepting intentionally tortious acts, fraud, or willful or wanton misconduct) shall not exceed the total fees received by Consultant pursuant to this Agreement.

TRINITY CONSULTANTS
ACOUSTICS, AV, IT AND SECURITY

1001 AVENUE OF THE AMERICAS
FOURTH FLOOR
NEW YORK NY 10018
T / 212.370.1776

200 WEST 41ST STREET
SUITE 1100
NEW YORK NY 10036
T / 212.315.6400

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SUITE 1000
WASHINGTON DC 20005
T / 202.448.9975

2000 MARKET STREET
SUITE 770
PHILADELPHIA PA 19103
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231 S. LASALLE STREET
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CHICAGO IL 60604
T / 312.724.8776

777 BRICKELL AVENUE
SUITE 500
MIAMI FL 33131
T / 305.721.2700

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T / 203.838.4167

222 2ND AVENUE S.
SUITE 1700
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T / 629.230.7925

3415 S SEPULVEDA BLVD
SUITE 1131
LOS ANGELES, CA 90034
T / 949.991.1706

30 WERTHEIM COURT, UNIT 25
RICHMOND HILL ONTARIO
L4B 1B9 CANADA
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