

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**

TO: President and Village Board of Trustees  
FROM: Scott Niehaus, Village Manager  
DATE: May 12, 2026 (B of T) Date: May 21, 2026  
TITLE: Project SS 26-14 Westwood Creek Drainage  
SUBMITTED BY: Carl Goldsmith, Director of Public Works *g*

**RESULTS:**

Date Bids Were Published N/A Bidding Closed N/A  
Total Number of Bids Received N/A  
Total Number of Bidders Meeting Specifications N/A  
Bid Security Required X Yes        No  
Performance Bond Required X Yes        No  
Were Any Bids Withdrawn        Yes X No  
Explanation:  
Waiver of Bids Requested? X Yes        No  
If yes, explain:  
Award Recommended to Lowest Responsible Bidder?        Yes X No  
If no, explain:

The proposed use of ILM for the Westwood Creek dredging and debris removal project is in the best interest of the Village due to the specialized nature of the work and the contractor's demonstrated expertise in stream and stormwater maintenance operations. The proposed work was outlined in the feasibility report submitted to the Village by ILM, which identified the need for dredging and debris removal activities to improve the overall function and performance of the creek system.

**FISCAL IMPACT:**

Engineer's estimate/budget estimate: \$150,000 / \$150,000  
Amount of Award: \$67,568.33 (Construction Fund)

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously X Yes        No  
If yes, was quality of work acceptable X Yes        No  
Was item bid in accordance with Public Act 85-1295? X Yes        No  
Waiver of bids - Public Act 85-1295 does not apply        Yes X No


**REVIEW** (as needed):

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**

## InterOffice Memo



**To:** Scott Niehaus, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works   
**From:** Phillip Tartaglia  
**Date:** May 12, 2026  
**Subject:** SS 26-14 Westwood Creek Dredging

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The proposed use of ILM for the Westwood Creek dredging and debris removal project is in the best interest of the Village due to the specialized nature of the work and the contractor's demonstrated expertise in stream and stormwater maintenance operations. The proposed work was outlined in the feasibility report submitted to the Village by ILM, which identified the need for dredging and debris removal activities to improve the overall function and performance of the creek system.

Creek dredging and debris removal require specialized knowledge of sediment removal, erosion control, environmental protection measures, and waterway restoration practices to ensure the work is completed effectively while minimizing impacts to surrounding areas and the creek itself.

Completion of this work will provide positive impacts to the Village's stormwater system by restoring flow capacity within Westwood Creek, reducing sediment accumulation and obstructions, improving drainage performance, and helping alleviate localized flooding concerns during significant storm events. These improvements will support the long-term function and reliability of the Village's stormwater infrastructure system.

In addition, ILM possesses specialized equipment specifically designed for creek and wetland work, allowing the dredging and debris removal operations to be completed efficiently and with reduced disturbance to adjacent properties and natural areas. Their experience, technical capabilities, and specialized equipment make them uniquely qualified to perform this work safely and effectively while protecting the Village's infrastructure investment.

Based on ILM's submitted proposal, prior feasibility report work completed for the Village, and the firm's specialized equipment and experience related to creek restoration and stormwater maintenance operations, Public Works recommends waiving the right to bid and awarding the Westwood Creek dredging and debris removal project to ILM.

If acceptable, please present this item to the President and Board of Trustees for ratification and approval at their regular meeting on May 21, 2026. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



Proposal #P11373 4/21/2026

ILM 110 Le Baron St Waukegan IL 60085

PH: 847.244.6662 Info@ilmenvironments.com

Bill To Village of Lombard 1051 Hammerschmidt Ave Lombard IL 60148

Contract Start Date: April 2026 Contract End Date: December 2026 Submitted To: Village of Lombard : Brendan Huizinga SITE:Westwood Creek Project: 2026 Sediment Removal Environment Manager: Justin Rigler

Table with 4 columns: Item, Visits, Price Per Visit, Amount. Rows include Sediment Removal (\$65,408.33) and Permitting (\$2,160.00). Summary rows show Subtotal (\$67,568.33) and Total (\$67,568.33).

By: Justin Rigler Date 5/5/2026

Accepted: Date Accepted

By signing I agree to ILM's standard terms and conditions



Figure 14. Area 1 Mechanical removal operational overview.



TRUSTED CARE OF LAND & WATER

## TERMS AND CONDITIONS (rev.10/2022)

**Scope of Work and Time Limit.** The Proposal issued by Integrated Lakes Management ("ILM") is valid for a period of 30 days from the date of the Proposal. The entire scope of work is identified in the Proposal constitutes the "Project" as that term is used in these Terms and Conditions. Client may not modify the Proposal by removing or adding items of work to the Proposal unless agreed to in writing by ILM. Upon signature by the Client the Proposal shall constitute a contract between Client and ILM (the "Contract"). If ILM does not receive Client's signed Proposal within 30 days of its date ILM reserves the right to withdraw the Proposal without notice to Client. If ILM withdraws the Proposal ILM may issue to Client a new proposal which may differ from the original Proposal with respect to estimated costs, schedule for completion, and overall scope of work. Work is performed in order of proposals accepted, unless negotiated otherwise.

**Time and Materials Proposals.** Services which are billed at "Time and Materials" (as specified in the Proposal) will be charged in accordance with agreed upon hourly labor rates and materials costs specified in the Proposal. In addition to charges for time spent and material consumed in conducting fieldwork at the Project site, Time and Materials charges will include time spent traveling to and from Project site and time and materials spent on report preparation by professional, technical, or clerical staff. To the extent that a Time and Materials proposal includes estimated costs, the estimates are for budgeting purposes only and the Proposal shall not be considered to provide a fixed lump-sum cost for the time and materials specified in the Proposal. If during the performance of work ILM determines that an estimated cost will be exceeded ILM shall have the right (but not the obligation) to cease work on the Project until a revised estimated cost has been presented to and approved by the Client.

**Permits & Ancillary Costs.** Unless the Proposal specifically states otherwise, Client shall be responsible for arranging for, securing, and paying for any and all permits, fees, licenses, governmental approvals, inspections, bonds, testing, traffic control, detours, pavement/concrete restorations required in connection with the work specified in the Proposal.

**Fuel & Materials Surcharges.** In the event of a significant increase in the cost of fuel or materials to be utilized by ILM to complete the Project after the date of the Proposal ILM shall have the right to add a reasonable surcharge to the amount due from Client under this Contract to defray the increased fuel and materials expenses it incurs in conducting the work specified in the Proposal. Such materials may include, but shall not be limited to fuel, chemicals, and other supplies/products.

**Warranty.** ILM hereby warrants, represents, and undertakes that the work specified in the Proposal shall be conducted and performed in a good and workmanlike manner and in accordance with the description thereof contained in the Proposal and in compliance with all applicable laws, ordinances, and regulations. ILM, at its sole cost and expense, will correct all defects in such work and shall make all necessary repairs, replacements, and corrections thereto, of which notice is given by Client prior to the expiration of one year from the date of completion of such work. Unless specifically specified otherwise in the Proposal, the foregoing is ILM's sole warranty and all other warranties, implied or

expressed, are excluded. Client's exclusive remedy shall be for correction of defects as specified in the forgoing warranty and in no event shall Client be entitled to consequential damages regardless of whether the claim is based on warranty, contract and tort or otherwise. Should Client or a third party modify the work conducted by ILM as specified in the Proposal, the forgoing warranty shall be null and void.

**Client Cooperation.** Client shall furnish information or services required of Client as necessary for ILM to conduct the work specified in the Proposal with reasonable promptness. Client shall also furnish any other information or services under the Client's control and relevant to ILM's performance of the work specified in the Proposal with reasonable promptness after receiving the ILM's written request for such information or services.

**Promotional Use.** ILM has the right to photograph and/or videotape the Property and may use such photographs for documentation and promotion without compensation to Client.

**Insurance.** Certificates of insurance are available upon request. If Client requests additional insurance coverages beyond ILM's standard coverages Client shall be responsible for the additional costs of such additional coverages if available.

**Right of Entry and Property Ownership.** By accepting this Proposal Client represents that they own the property upon which the work specified in the Proposal will be conducted (the "Property") or that they have permission to grant access to the Property and contract for such work on behalf of the owner of the Property. Further, by accepting this proposal Client shall have been deemed to have furnished right-of access to the Property (including both land and water) for ILM staff and its suppliers and contractors to perform fieldwork and investigations necessary to conduct the work specified in the Proposal.

**Underground Utilities & Damages by Third Parties.** Private utilities or equipment not located by 811 Utility Marking System or a similar utility indemnifying service such as the JULIE One call system are to be located and marked by Client and ILM shall not be responsible for damages to, or the repair or replacement of, any unmarked private utilities, electrical radiant heat, sewer, or water lines, equipment or the like. Further, ILM shall not be responsible for any damages to the Property caused by third parties (e.g., other contractors, the Client's invitees, vandalism, etc.)

**Unknown Conditions.** If previous unknown conditions are discovered upon commencement of the work specified in the Proposal ILM reserves the right to cancel or renegotiate this Contract. If ILM elects to cancel the Contract, it will restore the job site as needed and Client shall pay ILM for any time and materials expended prior to the cancellation.

**Limitation of Professional Liability and Waiver of Subrogation.** Client agrees that ILM's liability to Client for damages or injuries resulting from ILM's conduct or the conduct of ILM's subcontractors, suppliers, or agents in connection with the Project shall be limited to the amount of coverage provided by ILM's insurance provider or the insurance providers of ILM's subcontractors, suppliers, or



TRUSTED CARE OF LAND & WATER

## TERMS AND CONDITIONS (rev.10/2022)

agents. Client and ILM waive all rights of subrogation against each other and any of their subcontractors, suppliers, agents and employees, each of the other for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the work specified in the Proposal.

**Damages and Non-Target Areas.** ILM will make every effort to minimize any damage to areas surrounding the area where the work specified in the Proposal will be conducted ("Non-Target Areas"). Prescribed burning or herbicide applications to tall vegetation or hard to reach areas increase the possibility of damage to Non-Target Areas. Client accepts the inherent risk of damages to Non-Target Areas and ILM shall not be responsible for damages to Non-Target Areas. Further, ILM shall not be obligated to remediate damages to Non-Target Areas unless ILM has specifically agreed to do so in the Proposal. ILM will remediate any damage caused to Non-Target Areas due to ILM's negligence or improper execution of services at no cost to the Client. Client is responsible for the removal and replacement of personal property, improvements, fixtures, appliances, or other obstacles in the area where the work specified in the Proposal will be conducted unless otherwise specified in the Proposal. ILM shall not be responsible for any damages incurred to landscaping or personal property located on the Property of any type due to dust, excavation, seepage, or flooding.

**Billing and Invoice.** Payment for the work specified in the Proposal shall be due to ILM from Client upon completion of the work specified in the Proposal. If the Project requires ILM to incur significant upfront costs for materials ILM reserves the right to require Client to prepay those costs prior to commencement of its work on the Project.

**Past Due Account Fees.** Client shall be obligated to pay ILM a 1.5% per month service charge on all amounts past due under the Contract by more than 30 days. ILM may also pursue measures to suspend work and services to Client under the Contract until accounts are brought current. Client shall reimburse ILM for all costs and expenses, including court costs and reasonable attorney fees, incurred by ILM in enforcing the Contract and collecting any amounts due thereunder. ILM will look only to Client for payment due under the Contract and if Client intends for other entities to share ILM's charges it is Client's responsibility to recoup such costs from such other entities. Any work not completed by others (e.g., contractors not under the control of ILM) shall not delay the payment of amounts due under this Contract.

**Lien Notice.** As required by local state lien laws, ILM hereby notifies Client that as a furnisher of labor and/or materials for improvement on the Property ILM has lien rights against the Property if not paid.

**Termination.** Either party may terminate the Contract for cause only, upon not less than ten (10) days written notice if the other party fails to substantially perform in accordance with the terms of this Contract through no fault of the terminating party, provided that the terminating party has provided the non-terminating party with written notice of the non-performance and non-terminating party has failed to cure the non-performance within ten (10) days of receipt of the

notice. If Client terminates the Contract Client agrees to compensate ILM for all work performed by ILM, and materials utilized by ILM prior to the date of termination and to compensate ILM for mobilization fees, labor, material costs, and clerical time incurred thereafter.

**Interpretation and Enforcement.** This Contract shall not be modified except by written agreement signed by both Client and ILM. Duties and obligations imposed under this Contract and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by ILM shall constitute a waiver of a right afforded under this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach hereunder. In the event ILM institutes an action or proceeding against Client relating to the enforcement of this Contract, any provision hereof, or any default hereunder, Client shall pay ILM's attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which ILM may be entitled. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and any modification or change will not be effective unless in writing signed by the parties. No party to this Contract shall assign it without the written consent of the other party. This Contract shall be binding upon the Client and ILM, their heirs, successors, and assignees. This Contract shall be governed by Illinois law. The venue for resolution of any dispute arising under this Contract shall be Lake County Illinois.

**Arbitration of Disputes.** All claims, disputes, and other matters in question between ILM and Client arising out of, or relating to, this Contract shall be decided by arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. Such agreement to arbitrate, and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract, shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction thereof. Demand for arbitration shall be made in writing and served on the other party with copies sent to the American Arbitration Association.

**Force Majeure.** ILM shall not be considered to be in default or breach of this Contract, and shall be excused from performance or liability for damages incurred by Client, if and to the extent ILM shall be delayed in or prevented from performing or carrying out any of the provisions of this Contract due to any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, vandalism, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, terrorism, civil disorders, strikes, rebellions, revolutions, fire, storm, flood, ice, earthquake, explosion, epidemic, pandemic, virus, disease, breakage or accident to machinery or equipment or any other cause or causes beyond ILM's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Integrated Lakes Management Inc 110 Le Baron St Waukegan, IL 600853027	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds as required by written contract.

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### BUSINESS AUTO - EARLIER NOTICE OF CANCELLATION OR NONRENEWAL

#### SCHEDULE

**Number of Days Notice:** 30

**Enter the name and address here:**

Where required by written contract

#### CANCELLATION AND NONRENEWAL

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation or nonrenewal, as provided for in this policy or as amended by an applicable state cancellation or nonrenewal endorsement, is increased to the number of days shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF CANCELLATION PROVISIONS  
ADVICE OF CANCELLATION TO OTHER PARTIES**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2045381-11	12/13/2025	12/13/2026	12/13/2025

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

- I. The following is added to **SECTION VII – CONDITIONS, 2. Cancellation:**
- c. If we cancel this policy prior to the expiration date for any statutorily permitted reason other than nonpayment of the premium, we will provide Advice of Cancellation via e-mail to those Certificate Holders with whom you have agreed in writing in a contract or agreement to notify of cancellation of this policy. This Advice of Cancellation can only be provided once the following conditions have been satisfied:
- (1) Following your receipt of a Notice of Cancellation by us, you provide to us, in the format we prescribe, the e-mail address of a contact for each Certificate Holder to be notified; and
  - (2) We are in receipt of this information prior to this policy's cancellation effective date.
- Failure to furnish this information promptly, or providing incomplete or inaccurate information will relieve us of our obligations under this endorsement.
- We will provide Advice of Cancellation via e-mail to each such Certificate Holder as soon as practicable following our receipt of such information.
- Proof of our emailing the Advice of Cancellation, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.
- II. This Endorsement does not affect, in any way, coverage provided under this policy, or the cancellation of this policy or the effective date thereof, nor shall this Endorsement confer any rights to any person(s) or organization(s) not insured under this policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**



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