

BEFORE THE POLLUTION CONTROL BOARD

PROTECT WEST CHICAGO,)	
)	
Petitioner,)	PCB 2023-107
)	(Pollution Control Facility Siting Appeal)
vs.)	
)	
CITY OF WEST CHICAGO, WEST)	
CHICAGO CITY COUNCIL, and)	
LAKESHORE RECYCLING SYSTEMS,)	
LLC,)	
)	
Respondents.)	

PEOPLE OPPOSING DUPAGE)	
ENVIRONMENTAL RACISM,)	
)	
Petitioner,)	PCB 2023-109
)	(Third-Party Pollution Control Facility
vs.)	Siting Appeal)
)	
CITY OF WEST CHICAGO and)	
LAKESHORE RECYCLING SYSTEMS,)	
LLC,)	(Consolidated)
)	
Respondents.)	

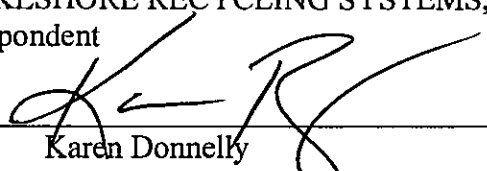
NOTICE OF FILING

TO: See attached Service List

PLEASE TAKE NOTICE that on July 12, 2023, LAKESHORE RECYCLING SYSTEMS, LLC electronically filed with the Office of the Clerk of the Illinois Pollution Control Board its **Response to Petitioner Protect West Chicago's First Request for Production of Documents**, a copy of which is hereby served upon you.

Respectfully submitted,

LAKESHORE RECYCLING SYSTEMS, LLC,
Respondent

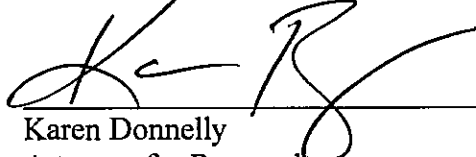
BY: 
 Karen Donnelly
 One of Respondent's Attorneys

Karen Donnelly
Karen Donnelly Law
501 State St.
Ottawa, IL 61350
(815) 433-4775
Donnellylaw501@gmail.com

George Mueller
Attorney at Law
1S123 Gardener Way
Winfield, IL 60190
(630) 235-0606
george@muelleranderson.com

AFFIDAVIT OF SERVICE

I, the undersigned, on oath state that I have served the attached **Notice of Filing and Respondent Lakeshore Recycling Systems, LLC's Response to Petitioner Protect West Chicago's First Request for Production of Documents**, on behalf of LAKESHORE RECYCLING SYSTEMS, LLC upon the following persons to be served via email transmittal from 501 State Street, Ottawa, Illinois 61350, this 12th day of July, 2023.


Karen Donnelly
Attorney for Respondent

SERVICE LIST

Ricardo Meza
Meza Law
542 S. Dearborn, 10th Floor
Chicago, IL 60605
rmeza@meza.law

Bradley P. Halloran, Hearing Officer
Illinois Pollution Control Board
60 E. Van Buren St., Suite 630
Chicago, IL 60605
Brad.Halloran@illinois.gov

Robert A. Weinstock
Director, Environmental Advocacy Center
Northwestern Pritzker School of Law
375 E. Chicago Ave.
Chicago, IL 60611
Robert.weinstock@law.northwestern.edu

Dennis G. Walsh
Daniel Bourgault
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Dr., Suite 1660
Chicago, IL 60606
dgwalsh@ktjlaw.com
dwbourgault@ktjlaw.com

BEFORE THE POLLUTION CONTROL BOARD

PROTECT WEST CHICAGO,)
)
 Petitioner,) PCB 2023-107
) (Pollution Control Facility Siting Appeal)
 vs.)
)
 CITY OF WEST CHICAGO, WEST)
 CHICAGO CITY COUNCIL, and)
 LAKESHORE RECYCLING SYSTEMS,)
 LLC,)
)
 Respondents.)

PEOPLE OPPOSING DUPAGE)
 ENVIRONMENTAL RACISM,)
)
 Petitioner,) PCB 2023-109
) (Third-Party Pollution Control Facility
 vs.) Siting Appeal)
)
)
 CITY OF WEST CHICAGO and)
 LAKESHORE RECYCLING SYSTEMS,)
 LLC,) (Consolidated)
)
 Respondents.)

**RESPONDENT LAKESHORE RECYCLING SYSTEMS, LLC'S
RESPONSE TO PETITIONER PROTECT WEST CHICAGO'S FIRST
REQUEST FOR PRODUCTION OF DOCUMENTS**

Respondent, LAKESHORE RECYCLING SYSTEMS, LLC., by and through its attorneys, George Mueller and Karen Donnelly, and hereby responds to Petitioner, PROTECT WEST CHICAGO's, First Request for Production of Documents as follows:

DOCUMENTS REQUESTED

1. For the time period **from January 1, 2019 to September 16, 2022**, a copy of any and all documents relating to the proposed West DuPage Recycling and Transfer Station located at 1655 Powis Road, West Chicago, IL by and between any of the following:

a. Any City Council members, City staff, City Department personnel and/or consultants retained by the City and/or any employee or consultant of Lakeshore Recycling Systems, LLC.

b. Any City Council members, City staff, City Department personnel and/or consultants retained by the City and/or any member of the public or third party, including but not limited to Pastor Josh Ebener.

RESPONSE: See attached email thread and Second Change Order Proposal dated March 7, 2022 between representatives of Lakeshore Recycling Systems, LLC and members of the West Chicago City Council, City staff, City Department personnel and/or consultants retained by the City for the time period referenced in Request #1. See also the link provided herein for additional documentation responsive to Petitioner's Request.

2. For the time period **from September 16, 2022 to March 1, 2023**, a copy of any and all documents relating to the proposed West DuPage Recycling and Transfer Station located at 1655 Powis Road, West Chicago, IL by and between any of the following:

a. Any City Council members, City staff, City Department personnel and/or consultants retained by the City and/or any employee or consultant of Lakeshore Recycling Systems, LLC.

b. Any City Council members, City staff, City Department personnel and/or consultants retained by the City and/or member of the public or third party, including but not limited to Colin Hale.

RESPONSE: See attached email thread between representatives of Lakeshore Recycling Systems, LLC and members of the West Chicago City Council, City staff, City Department personnel and/or consultants retained by the City for the time period referenced in Request #2. See also the link provided herein for additional documentation responsive to Petitioner's Request.

3. A copy of all documents relating to Lakeshore Recycling Systems, LLC's reimbursement to the City of West Chicago of \$9,109.00 in attorney's fees and \$351.91 in costs for the City of West Chicago's failure to comply with the Freedom of Information Act request in cause number 2021 MR 449 and as set forth in the attached exhibit PWC-31.

RESPONSE: Objection. See Hearing Officer's Order dated June 12, 2023.

4. A copy of all documents relating to Lakeshore Recycling Systems, LLC's communication(s) with Tom Dabareiner in relation to the two letters he prepared dated October 15, 2019, and August 24, 2022 identified as Exhibits PWC13A and PWC-34 and attached hereto.

RESPONSE: See the following link in response to Request #4:


[\[my.sharepoint.com/:f/g/personal/jhock_cecinc_com/Em4W2MbjZ5VCg3sHpL25qu8Bbj\]\(https://cecportal-my.sharepoint.com/:f/g/personal/jhock_cecinc_com/Em4W2MbjZ5VCg3sHpL25qu8Bbj\)](https://cecportal-</u></p></div><div data-bbox=)

[eytAWKxRjXZ_DwMVnMSw?e=N3KpIc](https://cecportal-my.sharepoint.com/:f/g/personal/jhock_cecinc_com/Em4W2MbjZ5VCg3sHpL25qu8BbjeytAWKxRjXZ_DwMVnMSw?e=N3KpIc)

Respectfully submitted,

LAKESHORE RECYCLING SYSTEMS,
LLC., Respondent

BY:



Karen Donnelly
One of Respondent's Attorneys

George Mueller
Attorney at Law
1S123 Gardener Way
Winfield, IL 60190
(630) 293-0606
george@muelleranderson.com

Karen Donnelly
Attorney at Law
501 State St.
Ottawa, IL 61350
(815) 433-4775
Donnellylaw501@gmail.com

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss.

I, Kenneth J. Loerap, being first duly sworn on oath, depose and state that I am the Vice-President of Mergers and Acquisitions of LAKESHORE RECYCLING SYSTEMS, LLC., a Respondent in this matter, and state under oath that I have read the foregoing responses to document production requests and know the contents thereof, and that said responses are true and correct to the best of my knowledge, information, and belief:



SUBSCRIBED AND SWORN TO
before me this 5 day of ~~June~~^{July}, 2023.

Megan Elizabeth Ratliff
NOTARY PUBLIC





Karen Donnelly <donnellylaw501@gmail.com>

Fwd: MG

1 message

George Mueller <george@muelleranderson.com>
To: Karen Donnelly <donnellylaw501@gmail.com>

Thu, Jun 22, 2023 at 12:05 PM

More discovery responses

George Mueller, Attorney at Law
Mueller Anderson & Assoc., PC
15123 Gardener Way
Winfield, IL 60190
630-235-0606 cell

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Begin forwarded message:

From: KJ Loerop <KLoerop@lrsrecycles.com>
Date: May 19, 2023 at 11:13:17 AM CDT
To: "George Mueller - Mueller Anderson, P.C. (george@muelleranderson.com)" <george@muelleranderson.com>
Subject: Fwd: MG

Get Outlook for iOS

KJ Loerop
Vice President of Mergers & Acquisitions
LRS
5500 Pearl Street
Rosemont, IL 60018
630-878-7588 (Phone) 603 (EXT)

|

|

|

LRSRECYCLES.COM | 844.NEED.LRS

From: Marie Paff <MPaff@LRSrecycles.com>
Sent: Thursday, May 18, 2023 11:31:32 AM
To: KJ Loerop <KLoerop@LRSrecycles.com>
Subject: MG

Marie Paff
Executive Assistant to CEO/Office Manager
LRS
5500 Pearl Street
Rosemont, IL 60018
847-779-7500 (Phone) 10111 (EXT)
847-779-7505 (Direct Dial)
312-208-5612 (Cell)

LRSRECYCLES.COM | 844.NEED.LRS

----- Forwarded message -----

From: "Alan T. Handley" <AHandley@lrsrecycles.com>

To: Michael Guttman <MGuttman@westchicago.org>

Cc: KJ Loerop <KLoerop@lrsrecycles.com>, Tom Martin <TMartin@lrsrecycles.com>, Tom Dabareiner <TDabareiner@westchicago.org>

Bcc:

Date: Tue, 3 May 2022 19:48:12 +0000

Subject: Re: Written Request to Raise the Cap on the Reimbursement of Pre-filing Review Expenses
See below? Is this the approval you are looking for?

Sent from my iPhone

On Mar 8, 2022, at 9:15 AM, Alan T. Handley <AHandley@lrsrecycles.com> wrote:

Hi Mike,

Yes, this is approved.

My best

Alan

Sent from my iPhone

On Mar 8, 2022, at 9:09 AM, Michael Guttman <MGuttman@westchicago.org> wrote:

Mr. Handley,

I understand that Lakeshore Recycling Systems (LRS) would like Aptim to do review changes it's made to the Application; attached is Change Order #2 that includes the cost for

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doing so. The City has already reached its adjusted maximum reimbursement amounts per the terms of the Host Agreement.

Please consider this email my formal request that LRS increase the maximum amount by \$19,500, which hopefully covers the expenses the City incurs through the end of this seemingly final review. I appreciate your and your team's consideration. Let me know if you have any questions.

Michael

From: Michael Guttman
Sent: Tuesday, October 20, 2020 11:40 AM
To: Alan T. Handley <AHandley@LRSrecycles.com>
Subject: RE: Written Request to Raise the Cap on the Reimbursement of Pre-filing Review Expenses

Thank you.

From: Alan T. Handley <AHandley@LRSrecycles.com>
Sent: Tuesday, October 20, 2020 10:44 AM
To: Michael Guttman <MGuttman@westchicago.org>
Cc: KJ Loerop <KLoerop@LRSrecycles.com>; Tom Martin <TMartin@LRSrecycles.com>
Subject: Re: Written Request to Raise the Cap on the Reimbursement of Pre-filing Review Expenses

Hi Mike,

Sorry for the delay in my response. Yes, this is approved.

My best

Alan

Sent from my iPhone

Alan T. Handley

Chief Executive Officer

Lakeshore Recycling Systems

6132 Oakton St.
Morton Grove, IL 60053

847-779-7500 (Phone) 115(EXT)

847-929-6365 (Direct Dial)

847-909-2666 (Cell)

773-685-6043 (Fax)

*Follow us on the below social
media pages to learn about
innovative
industry trends, creating
a sustainable lifestyle and
exciting LRS news.*

#BeyondWaste

On Oct 20, 2020, at 10:21 AM, Michael Guttman
<MGuttman@westchicago.org> wrote:

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Good morning Mr. Handley,

I am following up on my request below. I look forward to hearing from you.

Michael

From: Michael Guttman
Sent: Wednesday, October 7, 2020 7:51 AM
To: 'Alan T. Handley' <AHandley@LRSrecycles.com>
Cc: KJ Loerop <KLoerop@LRSrecycles.com>; Dennis G. Walsh <DGWalsh@ktjlaw.com>; Tom Martin <TMartin@LRSrecycles.com>
Subject: RE: Written Request to Raise the Cap on the Reimbursement of Pre-filing Review Expenses

Mr. Handley,

With the August billing of Aptim received last week, the City of West Chicago has incurred expenses (\$65,691.56). which is over the revised cap as granted below. Section 4.12 of the Host Agreement provides that Lakeshore Recycling Systems (the Company) may allow for an increase in the cap with a written agreement for such.

Please consider this email my formal request that Lakeshore Recycling Systems increase this cap to \$75,000, which hopefully cover the expenses the City incurs through the end of the pre-filing review. I appreciate your and your team's consideration. Let me know if you have any questions.

Michael

From: Alan T. Handley <AHandley@LRSrecycles.com>
Sent: Monday, August 31, 2020 9:54 AM
To: Michael Guttman <MGuttman@westchicago.org>
Cc: KJ Loerop <KLoerop@LRSrecycles.com>; Dennis G. Walsh <DGWalsh@ktjlaw.com>; Tom Martin <TMartin@LRSrecycles.com>
Subject: Re: Written Request to Raise the Cap on the Reimbursement of Pre-filing Review Expenses

That is fine Michael

Sent from my iPhone

Alan T. Handley



Electronic Filing: Received, Clerk's Office 07/12/2023

Chief Executive Officer

Lakeshore Recycling Systems

6132 Oakton St.
Morton Grove, IL 60053

847-779-7500 (Phone) 115 (EXT)

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847-909-2666 (Cell)

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exciting LRS news.*

#BeyondWaste

On Aug 31, 2020, at 8:55 AM, Michael Guttman
<MGuttman@westchicago.org> wrote:

Mr. Handley,

With the billing of Walter Willis (all time since July 2019) and the July billing of Aptim, the City of West Chicago has incurred slightly over the \$45,000 revised cap as granted below. Section 4.12 of the Host Agreement provides that Lakeshore Recycling Systems (the Company) may allow for an increase in the cap with a written agreement for such.

Please consider this email my formal request that Lakeshore Recycling Systems increase this cap to \$60,000, which hopefully cover the expenses the City incurs through the end of the pre-filing review. I appreciate your and your team's consideration. Let me know if you have any questions.

Michael

From: Alan T. Handley <AHandley@LRSrecycles.com>
Sent: Thursday, July 23, 2020 3:50 PM
To: Michael Guttman <MGuttman@westchicago.org>
Cc: KJ Loerop <KLoerop@LRSrecycles.com>
Subject: RE: Written Request to Raise the Cap on the Reimbursement of Pre-filing Review Expenses

Hi Michael,

That is fine. LRS is okay with increasing the cap to \$45,000. Please let me know if you need anything else.

My very best

Alan

Alan T. Handley

Chief Executive Officer

Lakeshore Recycling Systems

6132 Oakton St.
Morton Grove, IL 60053

847-779-7500 (Phone) 115 (EXT)

847-929-6365 (Direct Dial)

847-909-2666 (Cell)

773-685-6043 (Fax)

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media pages to learn about
innovative
industry trends, creating
a sustainable lifestyle and
exciting LRS news.*

#BeyondWaste

Electronic Filing: Received, Clerk's Office 07/12/2023

From: Michael Guttman <MGuttman@westchicago.org>
Sent: Thursday, July 23, 2020 11:32 AM
To: Alan T. Handley <AHandley@LRSrecycles.com>
Subject: Written Request to Raise the Cap on the Reimbursement of Pre-filing Review Expenses

Mr. Handley,

Thank you for talking with me today about our Host Agreement and the \$35,000 cap on the reimbursement of pre-filing review expenses incurred by the City of West Chicago. As I mentioned, with the payment of our lawyer's invoice for June 2020 services, the City will soon have paid about \$32,700, and I will be receiving the lawyer's July 2020 invoice and our environmental consultant's (Aptim's) invoices for June and July 2020, which will most definitely place the City in a position whereby more than \$35,000 in expenses will be incurred. Section 4.12 of the Host Agreement provides that Lakeshore Recycling Systems (the Company) may allow for an increase in the cap with a written agreement for such.

Please consider this email my formal request that Lakeshore Recycling Systems increase this cap to \$45,000, which hopefully cover the expenses the City incurs through the end of the pre-filing review. I appreciate your and your team's consideration. Let me know if you have any questions.

Michael Guttman
City Administrator
City of West Chicago
475 Main Street
West Chicago, IL 60185
(6730) 293-2205 x152

...

[Message clipped] [View entire message](#)

66 attachments



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Karen Donnelly <dannellylaw501@gmail.com>

Fwd: Wheaton Academy for PCF Hearing.

2 messages

George Mueller <george@muelleranderson.com>
To: Karen Donnelly <dannellylaw501@gmail.com>

Thu, Jun 22, 2023 at 10:51 AM

This is partial discovery response on West Chicago. Needs to be printed out.

George Mueller, Attorney at Law
Mueller Anderson & Assoc., PC
15123 Gardener Way
Winfield, Il. 60190
630-235-0606 cell

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Begin forwarded message:

From: Michael Guttman <MGuttman@westchicago.org>
Date: December 1, 2022 at 1:49:38 PM CST
To: "Price, Derke" <DPrice@ancelglink.com>, George Mueller <george@muelleranderson.com>, Jerry Callaghan <JCallaghan@och-law.com>
Cc: "Dennis G. Walsh" <DGWalsh@ktjlaw.com>
Subject: RE: Wheaton Academy for PCF Hearing.

No

Michael L. Guttman | City Administrator
City of West Chicago
475 Main St., West Chicago, IL 60185

630-293-2200
westchicago.org

From: Price, Derke <DPrice@ancelglink.com>
Sent: Thursday, December 1, 2022 1:49 PM
To: Michael Guttman <MGuttman@westchicago.org>; George Mueller <george@muelleranderson.com>; Jerry Callaghan <JCallaghan@och-law.com>
Cc: Dennis G. Walsh <DGWalsh@ktjlaw.com>
Subject: RE: Wheaton Academy for PCF Hearing.

Thank you sir. I will let Mr. Luetkehans know.

Has anyone else appeared of record?

Derke J. Price, Partner

[REDACTED]
1979 N. Mill St., Suite 207
Naperville, IL 60563
Direct Dial: 630.596.4612
Telephone: 630.596.4610
Fax: 630.596.4611
DPrice@ancelglink.com
www.ancelglink.com

From: Michael Guttman <MGuttman@westchicago.org>
Sent: Thursday, December 1, 2022 1:31 PM
To: George Mueller <george@muelleranderson.com>; Jerry Callaghan <JCallaghan@och-law.com>
Cc: Price, Derke <DPrice@ancelglink.com>; Dennis G. Walsh <DGWalsh@ktjlaw.com>
Subject: RE: Wheaton Academy for PCF Hearing.

[EXTERNAL EMAIL] Use Caution when opening attachments or links from unknown senders.

We will meet in the lobby of Wheaton Academy's Performing Arts Building at 11:00 a.m. on December 8th; a class will be finishing at that time, so we will need to wait for the students to exit.

Michael L. Guttman | City Administrator
City of West Chicago
475 Main St., West Chicago, IL 60185

630-293-2200
westchicago.org

From: George Mueller <george@muelleranderson.com>
Sent: Thursday, December 1, 2022 11:49 AM
To: Jerry Callaghan <JCallaghan@och-law.com>
Cc: Price, Derke <DPrice@ancelglink.com>; Michael Guttman <MGuttman@westchicago.org>; Dennis G. Walsh <DGWalsh@ktjlaw.com>
Subject: Re: Wheaton Academy for PCF Hearing.

I was assuming 10:30, but can do it later.

George Mueller, Attorney at Law

3015 Ashbury Dr.

Naperville, IL 60564

630-235-0606 cell

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On Dec 1, 2022, at 11:39 AM, Jerry Callaghan <JCallaghan@och-law.com> wrote:

Do we have a time on the 8th?

Gerald P. Callaghan

O'Donnell Callaghan LLC

28045 N. Ashley Circle, Suite 101

Libertyville, IL 60048

jcallaghan@och-law.com

847-367-2753 (direct)

847-942-2161 (mobile)

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From: George Mueller <george@muelleranderson.com>
Sent: Thursday, December 1, 2022 10:18 AM
To: Price, Derke <DPrice@ancelglink.com>

Electronic Filing: Received, Clerk's Office 07/12/2023
Cc: Michael Guttman <MGuttman@westchicago.org>; Dennis G. Walsh
<DGWalsh@ktjlaw.com>; Jerry Callaghan <JCallaghan@och-law.com>
Subject: Re: Wheaton Academy for PCF Hearing.

We will be there. Should Phil be invited?

George Mueller, Attorney at Law

Mueller Anderson & Assoc., PC

3015 Ashbury Dr.

Naperville, Il. 60564

630-235-0606 cell

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On Nov 30, 2022, at 12:10 PM, Price, Derke <DPrice@ancelglink.com> wrote:

The 8th is great after 1030. Thank you!

Sent from my iPhone

Derke J. Price, Partner
[<http://ancelglink.com/sig.gif>]<http://ancelglink.com>
1979 N. Mill St., Suite 207
Naperville, IL 60563
Direct Dial: 630.596.4612
Telephone: 630.596.4610
Fax: 630.596.4611
DPrice@ancelglink.com
www.ancelglink.com

On Nov 30, 2022, at 11:04 AM, George Mueller
<george@muelleranderson.com> wrote:

[EXTERNAL EMAIL] Use Caution when opening attachments or links from unknown senders.

I'm available all day.

George Mueller, Attorney at Law
Mueller Anderson & Assoc., PC
3015 Ashbury Dr.
Naperville, Il. 60564
630-235-0606<tel:630-235-0606> cell

The contents of this e-mail message and any attachments are intended solely for the addressee(s) named in this message. This communication is intended to

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its attachments. Do not deliver, distribute or copy this message and/or any
attachments and if you are not the intended recipient, do not disclose the
contents or take any action in reliance upon the information contained in this
communication or any attachments.

On Nov 30, 2022, at 10:59 AM, Michael Guttman
<MGuttman@westchicago.org> wrote:

Gentlemen,

My Assistant contacted WA and learned that Thursdays are the best day of the
week to see the facility. What time on either December 8th or 15th would you
like her to schedule your visit. Our contact will also review presentation
equipment options with you at that time.

Michael L. Guttman | City Administrator
City of West Chicago
475 Main St., West Chicago, IL 60185
630-293-2200
westchicago.org <<http://elmhurst.org>>

From: Price, Derke <DPrice@ancelglink.com>
Sent: Monday, November 28, 2022 1:44 PM
To: Michael Guttman <MGuttman@westchicago.org>
Cc: George Mueller <george@muelleranderson.com>; Dennis G. Walsh
<DGWalsh@ktjlaw.com>; Jerry Callaghan <JCallaghan@och-law.com>
Subject: Re: Wheaton Academy for PCF Hearing.

I am pretty jammed up until the 16th.

My suggestion is that George and Jerry meet with Dennis, Michael and the
Academy when they can. I can do my job from just about anywhere there.

Sent from my iPhone

Derke J. Price, Partner
[<http://ancelglink.com/sig.gif><<http://ancelglink.com/sig.gif>>]
<<http://ancelglink.com><<http://ancelglink.com>>>
1979 N. Mill St., Suite 207
Naperville, IL 60563
Direct Dial: 630.596.4612
Telephone: 630.596.4610
Fax: 630.596.4611
DPrice@ancelglink.com<<mailto:DPrice@ancelglink.com>>
www.ancelglink.com<<http://www.ancelglink.com>>

On Nov 28, 2022, at 1:19 PM, Michael Guttman
<MGuttman@westchicago.org<<mailto:MGuttman@westchicago.org>>> wrote:

[EXTERNAL EMAIL] Use Caution when opening attachments or links from
unknown senders.

Wheaton Academy is closed for winter break after December 16th.

Michael L. Guttman | City Administrator

Electronic Filing: Received, Clerk's Office 07/12/2023
City of West Chicago
475 Main St., West Chicago, IL 60185
630-293-2200
westchicago.org<<http://westchicago.org>> <<http://elmhurst.org><[http://](http://elmhurst.org)

From: George Mueller <george@muelleranderson.com<<mailto:george@muelleranderson.com>>>
Sent: Monday, November 28, 2022 1:14 PM
To: Price, Derke <DPrice@ancelglink.com<<mailto:DPrice@ancelglink.com>>>
Cc: Michael Guttman <MGuttman@westchicago.org<<mailto:MGuttman@westchicago.org>>>; Dennis G. Walsh <DGWalsh@ktjlaw.com<<mailto:DGWalsh@ktjlaw.com>>>; Jerry Callaghan <JCallaghan@och-law.com<<mailto:JCallaghan@och-law.com>>>
Subject: Re: Wheaton Academy for PCF Hearing.

We would appreciate a chance to view the facility. Your suggested date of Dec. 21 works for us.

George Mueller, Attorney at Law
Mueller Anderson & Assoc., PC
3015 Ashbury Dr.
Naperville, Il. 60564
630-235-0606<<tel:630-235-0606>> cell

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On Nov 28, 2022, at 12:30 PM, Price, Derke <DPrice@ancelglink.com<<mailto:DPrice@ancelglink.com>>> wrote:

I can make just about anything work, but for the sake of the Applicant, has George reviewed the set-up? George and the witnesses typically work in narrative fashion with a powerpoint presentation. That means a projector and a screen in addition to the microphones. Were those part of this as well? Usually the witness and the screen are on stage. We will have the applicant and then there will be the other party participants who will need table space as well.

Derke J. Price, Partner
<<http://ancelglink.com><<http://ancelglink.com>>>
<<image001.jpg>>

1979 N. Mill St., Suite 207
Naperville, IL 60563
Direct Dial: 630.596.4612
Telephone: 630.596.4610
Fax: 630.596.4611
DPrice@ancelglink.com<<mailto:DPrice@ancelglink.com>>
www.ancelglink.com<<http://www.ancelglink.com>>><<http://www.ancelglink.com>>>
From: Michael Guttman <MGuttman@westchicago.org<<mailto:MGuttman@westchicago.org>>>
Sent: Monday, November 28, 2022 12:08 PM

Electronic Filing: Received, Clerk's Office 07/12/2023
To: Price, Derke <DPrice@ancelglink.com<mailto:DPrice@ancelglink.com>>;
Cc: Dennis G. Walsh <DGWalsh@ktjlaw.com<mailto:DGWalsh@ktjlaw.com>>;
George Mueller <george@muelleranderson.com<mailto:george@muelleranderson.com>>; Jerry Callaghan <JCallaghan@och-law.com<mailto:JCallaghan@och-law.com>>>
Subject: RE: Wheaton Academy for PCF Hearing.

[EXTERNAL EMAIL] Use Caution when opening attachments or links from unknown senders.

Derke,

Here is what we have arranged to date:

1. January 3, 4, 5, and 10
2. The facility will open at 5:30 p.m. and close shortly after 10:00 p.m.: Fine Arts Center - Auditorium and Stage
3. Have three tables and chairs on stage, with a microphone(s) for those speaking.

Does this work for you?

Michael L. Guttman | City Administrator
City of West Chicago
475 Main St., West Chicago, IL 60185
630-293-2200
westchicago.org<<http://westchicago.org>> <<http://elmhurst.org>><<http://elmhurst.org>>>>

From: Price, Derke <DPrice@ancelglink.com<mailto:DPrice@ancelglink.com<mailto:DPrice@ancelglink.com%3cmailto:DPrice@ancelglink.com>>>>>
Sent: Monday, November 28, 2022 11:49 AM
To: Michael Guttman <MGuttman@westchicago.org<mailto:MGuttman@westchicago.org%3cmailto:MGuttman@westchicago.org>>>>>; Dennis G. Walsh <DGWalsh@ktjlaw.com<mailto:DGWalsh@ktjlaw.com<mailto:DGWalsh@ktjlaw.com%3cmailto:DGWalsh@ktjlaw.com>>>>>; George Mueller <george@muelleranderson.com<mailto:george@muelleranderson.com<mailto:george@muelleranderson.com%3cmailto:george@muelleranderson.com>>>>>; Jerry Callaghan <JCallaghan@och-law.com<mailto:JCallaghan@och-law.com<mailto:JCallaghan@och-law.com%3cmailto:JCallaghan@och-law.com>>>>>>
Subject: Wheaton Academy for PCF Hearing.

Good morning,
I hope you each had a Happy Thanksgiving.
I would like to confirm a visit with Wheaton Academy to talk set-up of the room for hearing (unless that was already done) for 12/21. If they are gone, we could aim for earlier. Obviously the City has been working with them so I don't want to overstep or overly complicate anything. Let me know how you wish to proceed.

Derke J. Price, Partner
<<http://ancelglink.com>><<http://ancelglink.com>>>>
<image002.jpg>

Electronic Filing: Received, Clerk's Office 07/12/2023

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DPrice@ancelglink.com<mailto:DPrice@ancelglink.com<mailto:

DPrice@ancelglink.com%3cmmailto:DPrice@ancelglink.com>>

www.ancelglink.com<http://www.ancelglink.com>><http://www.

ancelglink.com<http://www.ancelglink.com>>

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APTIM
1607 East Main Street
St Charles, Illinois 60174
Tel: +1 630 762 1400
Fax: +1 30 762 1402
www.aptim.com

March 7, 2022

Mr. Michael Guttman
Administrator
City of West Chicago
475 Main Street
West Chicago, IL 60185

Subject: Second Change Order Proposal to Provide Continued Municipal Waste Transfer Station Siting Application Review Services to the City of West Chicago

Dear Mr. Guttman:

As you are aware, on behalf of the City of West Chicago (City), Aptim Environmental & Infrastructure, LLC (Aptim) completed reviews of three different drafts of an application for a municipal solid waste transfer station that would be located within the City. Each of those reviews culminated in our providing the City and applicant with numerous comments pertaining to various items that in our opinion were not adequately addressed within the application drafts, were incorrect, or which could potentially be modified in order to bolster the application. Some of these comments were addressed in subsequent drafts or, in the case of the last version that was reviewed, with revised portions of the application having been sent to us by the applicant. Other comments were disregarded with responses from the applicant. As a result, we believe that there are still issues with the application that may be raised during the hearings by the City or opposition.

It is our understanding that the Applicant has made further changes to the Application and that the City would like review of those changes as it is our understanding that the Applicant intends to file the application in the very near future. Since our previously approved budget is exhausted, we are proposing an additional budget of \$19,500 for this additional review and with technical assistance as needed during the hearings, as budget allows. This may include assistance with the development of questions, findings of fact, and/or special conditions related to the facility design and operation, as needed.

If acceptable, please sign the Change Order Form in Attachment 1 and return it to my attention in order to allow us to commence review of the application once a new draft is ready for review. Meanwhile, please do not hesitate to contact me with any questions. I can be reached at 630-762-3322.

Sincerely,
Aptim Environmental & Infrastructure, LLC

A handwritten signature in black ink, appearing to read "M. Fallon", written over a horizontal line.

Martin N. Fallon, P.G.
Project Manager



ATTACHMENT 1

Existing Contract



APTIM

**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
PROFESSIONAL SERVICES AGREEMENT
TIME AND MATERIALS BASIS**

1. SERVICES: Aptim Environmental & Infrastructure, LLC ("APTIM") a Louisiana corporation, agrees to perform for the undersigned CLIENT professional environmental, health and safety, consulting and/or analytical services ("Services") described in attached Proposal No. ___ dated May 21, 2019 and/or as follows: for \$35,000, all in accord with the following terms and conditions.

2. FEES, INVOICES AND PAYMENTS: The Services will be performed on a time and materials basis, with compensation due for all goods and Services provided by APTIM, computed in accord with currently-in-effect APTIM rates for Time & Material work. APTIM's particular applicable T & M Rate Sheet for the Services will be attached hereto. Invoices will be submitted by APTIM no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payment (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against APTIM or its employees by any government or taxing authority. A service charge equal to one and one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.

In the event APTIM is requested or authorized by CLIENT, or is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to the Services performed under this Agreement, CLIENT agrees, so long as APTIM is not a party to the proceeding in which the information is sought, to reimburse APTIM for its professional time and expenses, as well as the fees and expenses of counsel, incurred in responding to such requests.

3. CLIENT'S COOPERATION: To assist APTIM in performing the Services, CLIENT shall (i) provide APTIM with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with APTIM when requested, (iii) permit APTIM reasonable access to relevant CLIENT sites, (iv) ensure reasonable cooperation of CLIENT's employees in APTIM's activities, and (v) notify and report to all regulatory agencies as required by such agencies.

4. CONFIDENTIALITY: In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

CLIENT shall obtain APTIM's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

5. RIGHT TO USE INFORMATION AND DOCUMENTS: CLIENT may use any final reports of findings, feasibility studies, industrial hygiene and safety, engineering work or other work performed or prepared by APTIM under this Agreement for its internal purposes in connection with the project and/or location indicated in the Services for which such work was prepared, but APTIM reserves all other rights with respect to such documents and all other documents produced in performing the Services. CLIENT shall obtain prior written consent from APTIM for any other use, distribution, or publication of such reports or work results. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent APTIM from application and use of any information

learned by it from the services (subject to the provisions of Section 4). All reports will be delivered subject to APTIM's then current limitations and disclaimers.

6. PATENTS AND CONFIDENTIAL INFORMATION: APTIM shall retain all right and title to all patentable and unpatentable inventions including confidential know-how developed by APTIM hereunder. However, APTIM hereby grants to CLIENT a royalty-free, nonexclusive, nonassignable license as to such inventions and know-how to use the same in any of CLIENT's facilities. Information submitted to CLIENT by APTIM hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and APTIM specifically disclaims any liability therefor.

7. DELAYS AND CHANGES IN CONDITIONS: If APTIM is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by APTIM; or (vi) any other cause beyond the reasonable control of APTIM, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) APTIM shall receive an equitable compensation adjustment.

8. INSURANCE: APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to Client on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

9. RISK ALLOCATION - CLIENT hereby agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and considering APTIM's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for APTIM's agreement to perform the Services on the terms and at the price herein provided for, CLIENT SPECIFICALLY AGREES THAT APTIM'S LIABILITY SHALL BE

STRICTLY LIMITED AS PROVIDED IN SECTIONS 10 THROUGH 12 OF THIS AGREEMENT.

10. WARRANTY: APTIM is an independent contractor and APTIM's Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

11. INDEMNITIES: APTIM shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of APTIM, its subcontractors, and their respective employees and agents acting in the course and scope of their employment; provided, however, APTIM shall indemnify CLIENT from and against any loss or damage in the handling or management of any hazardous or radioactive material, or any pollution, contamination, or release of hazardous or radioactive materials, only to the extent resulting from APTIM's gross negligence or willful misconduct. CLIENT shall defend, indemnify and save harmless APTIM (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by APTIM shall not apply to, loss, damage, injury or liability arising from the (i) acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties; (ii) any allegations that APTIM is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution, contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from APTIM's gross negligence or willful misconduct.

12. LIMITATIONS OF LIABILITY:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY APTIM SHALL BE TO REQUIRE APTIM TO RE-PERFORM ANY DEFECTIVE SERVICES. APTIM'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE

LESSER OF THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR \$100,000 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. ALL CLAIMS, INCLUDING THOSE FOR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER SHALL BE DEEMED WAIVED UNLESS SUIT THEREON IS FILED WITHIN ONE (1) YEAR AFTER THE EARLIER OF (1) APTIM'S SUBSTANTIAL COMPLETION OF THE SERVICES OR (2) THE DATE OF APTIM'S FINAL INVOICE. FURTHER, APTIM SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. **CONSEQUENTIAL DAMAGES:** FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, APTIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

c. **ALL CLAIMS AGAINST APTIM, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST APTIM WITHIN ONE (1) YEAR AFTER APTIM'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE**

13. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the State in which the site to which the Services are performed is located.

14. TERMINATION: Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay APTIM for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay APTIM all reasonable costs and expenses incurred by APTIM in effecting the termination, including, but not

limited to non-cancelable commitments and demobilization costs.

15. ASSIGNMENT: Neither APTIM nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Services may be performed by any subsidiary, parent or affiliate of APTIM or other person designated by APTIM, and, APTIM may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

16. MISCELLANEOUS:

a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by APTIM to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by APTIM, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the four pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement.

b. **DISPUTES, ATTORNEY FEES** - Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 13 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. **WAIVER OF TERMS AND CONDITIONS** - The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by APTIM or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the

same shall continue and remain in force and effect as if no such failure to enforce had occurred.

invalidating the remainder of such provision or the remainder of this Agreement.

d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Section 11 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therefor. The terms and conditions set forth herein shall survive the termination of this Agreement.

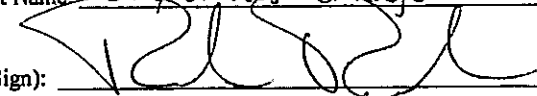
e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without

CLIENT and APTIM agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 9-12) and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on June 4, 2019

CLIENT

Client Name: City of West Chicago

By (Sign): 

Print Name: Ruben Pineda

Title: Mayor

Address: 475 Main St., West Chicago, IL 60185

Phone: (630) 293-2200

Fax: (630) 293-3028

E-mail: aadmcwestchicago.org

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

By (Sign): 

Print Name: Devin Moose



Title: Director

Address: 1607 E. Main St., St. Charles, IL 60174

Phone: (630) 762-1400

Fax: (630) 762-1402

E-mail: devin.moose@aptim.com

APTIM  CLIENT 



ATTACHMENT 2

Change Order Form



Change Order Form

Project Name: City of West Chicago – Transfer Station Application Review		
Job No. 631009818	Change No. 2	Page: 1 of 1
Date Prepared March 7, 2022	Required Client Approval Date:	
Contract:	Task Order No.	
Original SOW Requirements: \$35,000 Originally Approved for to provide municipal solid waste transfer station application review services to the City. An increase of the approved budget by \$25,000 to a total of \$60,000 was also previously approved as Change No. 1.		
Change: Perform the following services: Continued review services of revised draft application.		
Justification: Addition of Services		
Impact: Cost Impact: \$19,500 Schedule Impact: None Risk Profile Impact: None		
Change Type: <input checked="" type="checkbox"/> Addition <input type="checkbox"/> Deletion <input type="checkbox"/> Over-Run <input type="checkbox"/> Under-Run <input checked="" type="checkbox"/> Scope Change <input type="checkbox"/> Schedule Change		
Fee Bearing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Modification Required <input type="checkbox"/> Yes <input type="checkbox"/> No Additional Funding Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
APTIM Approvals: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Project Manager </div> <div style="width: 45%; text-align: center;"> 3/7/22 <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Project Controls Manager </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Contracts Manager </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date </div> </div>		Client Approval: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Project Manager </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Contract Officer </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date </div> </div>