



AGENDA

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025 at 6:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Meeting Minutes 11-19-2024

C. Public Comment

D. New Business

1. Gilbert Avenue Resurfacing - Design Engineering - Intergovernmental Agreement with Village of La Grange
2. Gilbert Avenue Resurfacing - Design Engineering Agreement with Baxter & Woodman Consulting Engineers
3. Surplus Declaration of Well #3 Motor
4. Surplus Declaration of Water Meters from Well 3 and Well 4.
5. Purchase of Water Meters and Accessories from Water Resources, Inc.
6. Sewer Televising and Cleaning Services - National Power Rodding Contract Renewal
7. Sidewalk Shaving Program - Murphy Construction Services, LLC Contract Renewal
8. Brightly Asset Essentials - 3-Year Software Service Agreement

E. Other Business

1. Infrastructure Commission Meeting - January 30th at 6:00 PM.
2. January 2025 PWWC Water Update

F. Schedule Next Committee Meeting

G. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

**Properties and Recreation Committee
Meeting Minutes
November 7, 2024
All Purpose Room**

Called to Order: 5:00 P.M. by Amy Avakian, Chair-Trustee
Seconded by Alan Fink, Trustee

Committee Members Present:

Amy Avakian, Village Trustee, Chair
Alan Fink, Village Trustee

Ellen Baer, Village Manager
John Mastandona, Finance Director

Staff Present

Matthew Supert, Municipal Services Director
Jeff Koza, Village Engineer
Inga Cebelis, Staff Engineer
Ron Derengowski, Water Plant Superintendent
Christopher Breakey, Public Work Superintendent
Aleks Briedis, Recreation Director
Jenny Pesek, Administrative Assistant

Approval of Minutes:

Chair Avakian moved to approve the Properties and Recreation Committee meeting minutes from October 8, 2024 as read, seconded by Trustee Fink. The motion passed on a voice vote.

Public Comment: None

IAD Credential Certificate

Aleks Briedis reported to the Committee that the Illinois Association of Park Districts will be holding its Annual Business Meeting on January 25, 2025. Staff recommends designating Director Aleks Briedis as the delegate, Rita Ligeikis as the 1st alternate and Recreation Supervisor Mike Kenny as the 2nd alternate. Chair Avakian motioned to advance this recommendation to the Board of Trustees seconded by Trustee Fink. The motion passed on a voice vote.

Spartz Sportz Agreement

An agreement with Spartz Sportz has been updated, as the current contract expires on 12/31/24. This would be the 3rd agreement between the Village and Christopher Spartz. Spartz Sportz programs have been very successful and continue to grow. Staff is requesting the Committee recommend this agreement to the Village Board. Chair Avakian motioned to advance this recommendation to the Board of Trustees seconded by Trustee Fink. Trustee Fink inquired if the gym is still open to the public, and Director Briedis responded yes.

HVAC Controls Update

Director Matthew Supert reported that 845 Design Group and NOVASpace will execute the professional services agreement and design engineering documents along with construction specifications for the replacement of the Village Hall HVAC Controls. The Village has budgeted \$50,000 to fund the entire project. The projected cost of this project is \$13,200 which will be completed by the end of FY2024. The Village will carry over \$36,800 into the FY2025 Budget for the remainder of the project.

Facility Space Needs Proposal

Director Matthew Supert reported that the Village is seeking a qualified firm to conduct a comprehensive Space Needs Analysis for the following facilities: Public Works, Village Hall and Community Development/Fire Station #1. The objective is to assess the current use of spaces and future space for Village operations. Village staff met with several architectural firms to review the project scope. Proposals were due on November 1, 2024. Staff will review and present a recommendation to the Committee.

Recreation Update**FY2025 Budget November Update**

Recreation Director Briedis reported to the Committee that there were no proposed changes to the operational budget. Both revenues and expenses were projected to increase. Discussion continued with the Committee and Finance Director John Mastandona.

Municipal Services is reviewing the purchase of two possible electric vehicles for the Village Fleet for 2025. The Public Works Department had an increase in the maintenance costs from approximately \$42,000 annually to \$63,000 in both 2022 and 2023, approximately 50% increase due to an aging fleet.

Additional improvements were identified including electrical enhancements for the Tower Green as the LED grant ran out and new asphalt for the Public Works facility with a projected cost of \$200,000.

Other Business:

Next meeting: November 19, 2024 at 5:00 PM

Adjournment:

Chair Avakian made a motion to adjourn the meeting, seconded by Trustee Fink.

Motion passed on a voice vote.

Meeting adjourned at 5:48 P.M.

Respectfully Submitted: Jenny Pesek



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025

AGENDA ITEM D.1.

To: Public Works and Water Committee

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance

RE: Gilbert Avenue Resurfacing - Design Engineering - Intergovernmental Agreement with Village of La Grange

Recommendation

Consider a recommendation to approve the Gilbert Avenue Resurfacing - Design Engineering - Intergovernmental Agreement with Village of La Grange.

Summary

In 2022, the Village sought and received grant funds from the West Central Municipal Conference ("WCMC") Surface Transportation Program ("STP") to fund the resurfacing of Gilbert Avenue from Ogden Avenue to 47th Street ("Project"). The WCMC STP program currently has the Project programmed to receive \$1,130,759 in STP funds in STP Program year 2027. These funds are expected to fund up to 80% of Construction and Construction Engineering Costs for Fiscal Year 2027 STP program year.

The Village shares jurisdiction of Gilbert Avenue with the Village of La Grange. As such, the costs associated with the local match for this Project will be split 50-50 between the two communities. The design engineering costs for the Project are 100% the responsibility of the local agencies. In 2023, the Village sought and received \$55,000 of grant funding from Cook County Department of Transportation and Highways' (CCDOT) Invest in Cook program (IIC) to fund 50% of Design Engineering funding for the Project.

An intergovernmental agreement ("IGA") between the Villages of Western Springs and La Grange is needed to define each Village's responsibilities financially and administratively for the design engineering phase of the Project. Staff worked with the Village Attorney and worked with the Village of LaGrange Staff to develop an IGA for the Design Engineering work. Enclosed in the agenda packet is a copy of the proposed IGA between the Villages.

It is anticipated the Village of La Grange Board of Trustees will approve the IGA this month. A separate IGA will be needed to address the construction phase of the Project. Staff expects to bring this second Construction IGA forward to the Board sometime in 2026 prior to receiving bids and the start of construction on the Project.

Financial Impact

The funding for this work is included in the Village's Fiscal Year 2025 budget. The cost breakdown for the design engineering for the Project is as follows:

Funding Source	Cost participation	Amount
Invest in Cook Grant	50%	\$55,000
Village of La Grange	25%	\$27,500
Village of Western Springs	25%	\$27,500
	Total	\$110,000

The Village as the lead agency will enter into a professional services agreement with a consultant engineer for the design engineering services. The Village will initially pay the consultant and then seek reimbursement from The Village of Western Springs is the lead agency for the Project. As such, the IGA states that the Village will enter into agreement with a consultant engineer for the Phase 2 design engineering and then receive reimbursement from the IIC grant and the Village of LaGrange for work completed.

Recommended Motion

I move to recommend to the Village Board the approval of the Gilbert Avenue Resurfacing - Design Engineering - Intergovernmental Agreement with Village of La Grange.

Strategic Plan Alignment

This item aligns with the Strategic Plan in multiple categories including Financial Stability - Evaluate and Explore Opportunities for Shared Services as well as Infrastructure Improvements

File Attachments

1. IGA Agreement re Cost Sharing with LaGrange for Invest In Cook Design Engineering Work for Gilbert Ave STP Resurfacing Project

**COST SHARING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS
AND THE VILLAGE OF LA GRANGE, COOK COUNTY, ILLINOIS
FOR DESIGN ENGINEERING FOR THE INVEST IN COOK - GILBERT AVENUE STP RESURFACING PROJECT
FROM OGDEN AVENUE TO 47TH STREET**

This COST SHARING INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into by the Village of Western Springs, an Illinois non-home rule municipal corporation ("Western Springs"), and the Village of La Grange, an Illinois non-home rule municipal corporation ("La Grange"), for the purposes set forth below, dated as of _____, 2025 (the "Effective Date"). La Grange and Western Springs are referred to at times in this Agreement on an individual basis as the "Party" and on a collective basis as the "Parties". La Grange and Western Springs agree as follows:

RECITALS

WHEREAS, Invest in Cook ("IIC") is an annual \$8.5 million grant program run by the County of Cook, Illinois ("Cook County"), acting by and through its Department of Transportation and Highways ("CCDTH"), that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction and transportation improvements sponsored by local and regional governments and private partners; and

WHEREAS, in March 2023, Western Springs submitted a grant application to the IIC Grant Program for funding to pay for the performance of Phase 2 Design Engineering services (collectively the "Phase 2 Design Engineering Work") for certain roadway and ADA-compliant pedestrian improvements to Gilbert Avenue from Ogden Avenue to 47th Street, which is referred to as the Gilbert Avenue STP Resurfacing Project (the "Project"). The Project will consist of resurfacing the Gilbert Avenue roadway and the construction of up to 72 sidewalk ramps along Gilbert Avenue from Ogden Avenue to 47th Street that are located within the respective corporate jurisdictions of La Grange and Western Springs. This section of Gilbert Avenue is a key north-south commercial arterial roadway that serves the residents and businesses of Western Springs and La Grange and comprises a portion of their shared boundary line; and

WHEREAS, on July 20, 2023, Cook County selected Western Springs for participation in the FY2023 IIC Grant Program relative to the Project. As part of the selection, Cook County agreed to award and reimburse Western Springs fifty percent (50%) of the actual Phase 2 Design Engineering Work costs for the Project, but such reimbursement amount shall not exceed \$55,000.00 ("IIC Grant Amount"). The estimated total cost to complete the Phase 2 Design Engineering Work for the Project is \$110,000.00; and

WHEREAS, under the FY2023 IIC Grant Program, Western Springs is obligated to pay the actual incurred costs to complete the Phase 2 Design Engineering Work for the Project and then seek reimbursement from Cook County of the IIC Grant Amount. In the event the actual incurred costs to complete the Phase 2 Design Engineering Work for the Project exceeds \$110,000.00, Western Springs is obligated to pay all costs that are not covered by the IIC Grant Amount; and

WHEREAS, in November 2023, Western Springs entered into an Intergovernmental Agreement with Cook County and its CCDTH relative to the Western Springs' acceptance of the IIC Grant Amount and its participation in the FY2023 Invest in Cook Grant Program ("FY 2023 Invest In Cook IGA"); and

WHEREAS, in applying for the IIC Grant funding to pay for the completion of the Phase 2 Design Engineering Work for the Project, Western Springs agreed to serve as lead agency, with Western Springs and La Grange agreeing to share equally in the actual incurred costs to complete the Phase 2 Design Engineering Work for the Project that are not paid for by the IIC Grant Amount; and

WHEREAS, this Agreement sets forth the Parties' respective responsibilities and obligations relative to the IIC Grant Amount, the selection of a professional engineering firm or an Illinois licensed engineer to complete the Phase 2 Design Engineering Work for the Project, the cost sharing arrangement for the payment of the costs associated with the Phase 2 Design Engineering Work for the Project, and the potential bidding and construction of the Project; and

WHEREAS, pursuant to certain statutory and constitutional powers, including but not limited to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the respective corporate authorities of Western Springs and La Grange are authorized to approve and enter into this Agreement, and have found that it is protective of the health, welfare and safety of and in the best interests of Western Springs and La Grange, and its residents, property owners, local businesses and the public to approve and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, obligations and covenants set forth in this Agreement, and upon the further consideration stated in the foregoing Recitals, it is agreed by La Grange and Western Springs as follows:

Section 1. Incorporation. The above Recitals are incorporated by reference into this Section 1 as though fully set forth herein.

Section 2. Commencement and Term of This Agreement. This Agreement shall commence on the Effective Date. Subject to Section 6 (Termination) below, the term of this Agreement shall terminate after: (a) the Phase 2 Design Engineering Work has been completed to the reasonable satisfaction of La Grange and Western Springs; and (b) Western Springs has been fully reimbursed for all actual incurred costs related to the completion of the Phase 2 Design Engineering Work for the Project or any other costs, as provided for in this Agreement.

Section 3. Scope of Work to be Performed Under This Agreement. La Grange and Western Springs agree that the scope of work to be performed under this Agreement relative to the Project is limited to the selection of a professional engineering firm or an Illinois licensed engineer to complete the Phase 2 Design Engineering Work for the Project and the completion of the Phase 2 Design Engineering Work by the selected professional engineering firm or an Illinois licensed engineer for the Project. Once the Phase 2 Design Engineering Work is completed, the Parties agree to meet and confer relative to the content of the Phase 2 Design Engineering Work and the potential bidding and construction of the Project. Subject to the timing of funding availability and budgetary considerations, it is anticipated that the Parties will enter into another cost sharing intergovernmental agreement to arrange for the bidding and award of a construction contract to complete the Project based on the Phase 2 Design Engineering Work completed for the Project. However, nothing in this Agreement shall obligate the Parties or either Party to enter into another cost sharing intergovernmental agreement to arrange for the bidding and award of a construction contract to complete the Project.

Section 4. Responsibilities of La Grange and Western Springs.

A. Responsibilities of Western Springs as Lead Agency. Western Springs, as the Lead Agency, has the following responsibilities under this Agreement:

- a. Arrange for the selection process and the selection of a professional engineering firm or an Illinois licensed engineer (the "Engineer") to complete the Phase 2 Design Engineering Work for the Project.
- b. Enter into a professional services agreement with the Engineer to perform the Phase 2 Design Engineering Work for the Project, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates ("Phase 2 Work Documents").
- c. Coordinate the Phase 2 Design Engineering Work to secure delivery of Phase 2 Work Documents.
- d. Administer the professional services agreement, including coordination and completion of the Phase 2 Work Documents, contract payments to the Engineer and any change orders.
- e. Paying all costs to the Engineer for the completion of the Phase 2 Design Engineering Work, including any work covered by change orders.
- f. Securing digital copies of the Phase 2 Work Documents from the Engineer.
- g. Sharing digital copies of the Phase 2 Work Documents with La Grange within five (5) calendar days of receipt of same from the Engineer.
- h. Review of the Phase 2 Work Documents and submit within fifteen (15) calendar days after receipt of the Phase 2 Work Documents any revisions to the Engineer and La Grange for incorporation into the Phase 2 Work Documents by the Engineer.
- i. Requesting reimbursement from Cook County of the IIC Grant Amount.
- j. Delivery of proof of reimbursement from Cook County of the IIC Grant Amount to La Grange.
- k. Delivery of an invoice(s) to La Grange for the full fifty percent (50%) of the actual incurred costs of the completion of the Phase 2 Design Engineering Work for the Project that are not paid for by the IIC Grant Amount.
- l. The selection process and selection of the Engineer and awarding and administering of the professional services agreement with the Engineer shall comply with all applicable State and federal laws and regulations.

B. Responsibilities of La Grange. La Grange has the following responsibilities under this Agreement:

- a. Acknowledge receipt of digital copies of the Phase 2 Work Documents within five (5) calendar days of receipt of same from Western Springs.
- b. Review of the Phase 2 Work Documents and submit within fifteen (15) calendar days after receipt of the Phase 2 Work Documents any revisions to the Engineer and Western Springs for incorporation into the Phase 2 Work Documents by the Engineer.
- c. Payment of any invoice(s) issued by Western Springs for the full fifty percent (50%) share of the actual incurred costs of the completion of the Phase 2 Design Engineering Work for the Project that are not paid for by the IIC Grant Amount. Payment shall be

made within thirty (30) calendar days of the invoice date, including, without limitation, any change orders and cost-overruns. The obligation of La Grange to reimburse Western Springs is not subject to set-off, withholding, or any other claim or action, under any circumstances, provided that Western Springs has satisfied all of its obligations under this Agreement. Payments are due, as provided in this Subsection, regardless of any issue, dispute, disagreement, or any other matter under this Agreement or in any way related to the Project or the Phase 2 Design Engineering Work, provided that Western Springs has satisfied all of its obligations under this Agreement.

C. Joint Responsibilities. Each Party has the following responsibilities related to the Project:

- a. The Parties agree to cooperate in good faith to finalize the Phase 2 Work Documents to each other's reasonable satisfaction.
- b. If either Party does not submit revisions to the Phase 2 Work Documents within the fifteen (15) calendar day time period, it will be assumed that the Party has approved the Phase 2 Work Documents without revision.
- c. Prompt execution by the Parties of all Project-related documents as requested by Western Springs or as required by Cook County or any federal or State agency with jurisdiction over the Project.
- d. The cost sharing arrangement under this Agreement is as follows: In the event the actual incurred cost to complete the Phase 2 Design Engineering Work equals \$110,000.00, and Cook County reimburses Western Springs the full IIC Grant Amount (\$55,000.00) after Western Springs pays \$110,000.00 to a professional engineering firm or an Illinois licensed engineer for the completion of the Phase 2 Design Engineering Work, La Grange agrees to reimburse Western Springs an amount equal to \$27,500.00, as its one-half share of the actual incurred costs to complete the Phase 2 Design Engineering Work that are not paid for by the IIC Grant Amount.
- e. If, after the commencement of the Phase 2 Design Engineering Work, Cook County notifies Western Springs that Cook County will not pay all or any portion of the IIC Grant funding for the completion of the Phase 2 Design Engineering Work (i.e., the award of the IIC Grant Amount is withdrawn, terminated, reduced or Western Springs is determined by Cook County to not be eligible for reimbursement), La Grange and Western Springs agree to pay an equal share (50%) of the actual incurred cost to complete the Phase 2 Design Engineering Work that are not paid for by the IIC Grant Amount.
- f. If, prior to the commencement of the Phase 2 Design Engineering Work, Cook County notifies Western Springs that Cook County will not pay all or any portion of IIC Grant funding for the completion complete the Phase 2 Design Engineering Work (i.e., the award of the IIC Grant Amount is withdrawn, terminated, reduced or Western Springs is determined by Cook County to not be eligible for reimbursement), the Parties agree to meet and confer relative to proceeding with the Phase 2 Design Engineering Work. If the Parties agree to proceed with the Phase 2 Design Engineering Work, La Grange and Western Springs agree to pay an equal share (50%) of the actual incurred cost to complete the Phase 2 Design Engineering Work that are not paid for by the IIC Grant Amount.
- g. La Grange and Western Springs agree to pay for their own respective costs (e.g., their own administrative resources, staff time, services provided by and fees and costs charged by their own engineer(s), attorney(s) or any of their own retained professional

consultants, and out-of-pocket business expenses) that they incur in preparing this Agreement or incur under this Agreement (i.e., review costs of the Phase 2 Design Engineering Work Documents) and/or contribute to the Project.

- h. As Lead Agency, Western Springs shall be responsible for taking the lead on all responses and information submittals to Cook County or any other governmental agency with oversight jurisdiction of the IIC Grant funding relative to any audit or compliance reporting regarding the IIC Grant funding or the Project. Upon request, La Grange agrees to cooperate with Western Springs in a timely manner with all responses and information submittals to Cook County or any other governmental agency with oversight jurisdiction of the IIC Grant funding relative to any audit or compliance reporting regarding the IIC Grant funding or the Project. La Grange agrees to provide to Western Springs or Cook County or any other governmental agency with oversight jurisdiction copies of any documents and information in its possession that are responsive to any audit or compliance reporting regarding the IIC Grant funding or the Project.
- i. Upon request, the Parties agree to cooperate in a timely manner with each other regarding their respective responses to requests filed under the Freedom of Information Act ("FOIA") (5 ILCS 120/) that relate to any matters covered by this Agreement. Notwithstanding any provision in this Agreement to the contrary, the obligations in this Subsection shall survive the termination of this Agreement.

D. Changes to Phase 2 Design Engineering Work. If either Party: (a) requests a change to the Phase 2 Design Engineering Work that affects or benefits only that Party's jurisdiction or facilities; or (b) increases the scope or extent of the Phase 2 Design Engineering Work to be performed beyond the scope provided in this Agreement, (either (a) or (b) being a "Party Change Order"); then that Party must pay all costs and expenses related to that Party Change Order (the "Total Change Order Cost") in advance of commencement of the work provided for in that Party Change Order. The Total Change Order Cost includes not only the costs and expenses related to the changed Phase 2 Design Engineering Work or additional Phase 2 Design Engineering Work, (i.e., additional or revised engineering work and all related costs, but also all costs and expenses incurred as a result of the impact of the Party Change Order on the original scope of the Phase 2 Design Engineering Work). The Party's payment of Total Change Order Cost must be made to Western Springs prior to the issuance of a contract change order to the Engineer. Western Springs will apply the money paid to Western Springs to the costs of the work covered by the Party Change Order. If the Total Change Order Cost for the Party Change Order exceeds the amount of money paid to Western Springs, then the Party must reimburse Western Springs the full amount of that excess cost within ten (10) calendar days after notice from Western Springs of the amount of that excess cost.

E. Lead Participant Authority; Limitation on Claims. Western Springs, as the Lead Participant, has the following authority:

- a. To make final decisions on Phase 2 Design Engineering Work matters in the absence of a consensus of the Parties that are consistent with the intended purposes of this Agreement and the Project.
- b. To coordinate and oversee the Phase 2 Design Engineering Work in a commercially reasonable manner as determined in Western Springs's exercise of its judgment and discretion.

- c. To stop the Phase 2 Design Engineering Work or any portion of it, in the event of any dispute under this Agreement or under the professional services agreement with the Engineer, when Western Springs determines in the exercise of its judgment and discretion that a stoppage is reasonable.

F. Waiver of Right to Make Claims Against Western Springs. In consideration of the terms of this Agreement, La Grange waives any right it may have at any time to assert any claim or action of any type whatsoever against Western Springs for any act, omission, action, or inaction of Western Springs related in any way to any matters covered by this Agreement, except only an action for a specific breach of a specific term of this Agreement by Western Springs.

Section 5. Indemnification; Waiver of Subrogation.

A. Indemnification - La Grange. To the fullest extent permitted by Illinois law, La Grange shall indemnify and defend Western Springs and its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively "Western Springs Affiliates") from and against any and all bodily injuries, illnesses, death, property damage, losses, claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and reasonable defense and litigation costs and reasonable attorneys' fees (collectively "Claims and Liabilities") that arise out of or relate to any acts or omissions of La Grange or its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively "La Grange Affiliates") relative to the Project or any matters covered by this Agreement, except to the extent that such Claims and Liabilities result, in whole or in part, due to the acts or omissions of Western Springs or its Western Springs Affiliates.

B. Indemnification – Western Springs. To the fullest extent permitted by Illinois law, Western Springs shall indemnify and defend La Grange and its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively "La Grange Affiliates") from and against any and all bodily injuries, illnesses, death, property damage, losses, claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and reasonable defense and litigation costs and reasonable attorneys' fees (collectively "Claims and Liabilities") that arise out of or relate to any acts or omissions of Western Springs or its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively "Western Springs Affiliates") relative to the Project or any matters covered by this Agreement, except to the extent that such Claims and Liabilities result, in whole or in part, due to the acts or omissions of La Grange or its La Grange Affiliates.

C. Waiver of Subrogation. Each Party agrees to waive any right of recovery they may have against the other because of payments relative to any Claims and Liabilities (as defined above) arising out of the Project or any other matters covered by this Agreement.

Section 6. Termination. This Agreement will terminate as follows:

- A. This Agreement shall terminate after: (a) the Phase 2 Design Engineering Work has been completed to the reasonable satisfaction of La Grange and Western Springs; and (b) Western Springs has been fully reimbursed for all actual incurred costs related to the Phase 2 Design Engineering Work, as provided for in this Agreement.
- B. This Agreement may be mutually terminated by La Grange and Western Springs, but only after the Parties satisfy their respective payment obligations under this Agreement relative to the completion of the Phase 2 Design Engineering Work.
- C. This Agreement may be terminated upon failure to cure a material breach of this Agreement. In the case of material breach, the non-defaulting Party may terminate this Agreement upon written notice, if the breaching Party fails to cure the breach within thirty (30) calendar days after receipt of written notice. The defaulting Party shall be responsible for those additional costs related to the breach and all non-cancellable obligations made in pursuit of this Agreement, provided that the non-defaulting Party satisfies its respective payment obligations under this Agreement relative to the completion of the Phase 2 Design Engineering Work.
- D. Termination of this Agreement is subject to the legal and equitable rights and remedies of the Parties to enforce the terms of this Agreement, including continuing the right of specific performance relative to: (a) each Party's respective payment obligations under this Agreement relative to the completion of the Phase 2 Design Engineering Work; or (b) the performance of any continuing obligations of either Party under this Agreement.

Section 7. Dispute Resolution; Negotiation. The Parties may attempt to resolve any future disputes, including any Events of Default, that may arise between them relative to this Agreement by avoiding termination of this Agreement or litigation. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If either Party has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding either Party's failure to comply with the terms of this Agreement, then a written notice prepared by the affected Party, or their representative, shall be served on the other Party as provided in Section 8(F) of this Agreement (the "Dispute Resolution Notice"). The written Dispute Resolution Notice shall set forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Party receiving the Dispute Resolution Notice then, within five (5) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the representatives of the Parties within fifteen (15) calendar days after the Dispute Resolution Notice has been delivered as provided herein. If a resolution is not reached within such 15-day period (or such longer period to which the Parties may mutually agree), then either Party may pursue the other remedies available under this Agreement or available under applicable law.

Section 8. General Provisions.

- A. **Amendments.** This Agreement may be amended or modified only by a written amendment approved and executed by each Party.
- B. **Compliance With Laws.** Each Party agrees to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project.

- C. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein, and all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement are cancelled and terminated and are of no force or effect. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both Parties hereto.
- D. Corporate Approval.** La Grange and Western Springs represent and warrant that their respective corporate authorities have taken proper actions to authorize the approval and execution of this Agreement, and that their respective representatives have signed this Agreement pursuant to such actions in order to bind La Grange and Western Springs to the terms of this Agreement.
- E. Insurance Coverage.** For the duration of this Agreement, the Parties, at their own costs, agree to maintain, at a minimum, the following insurance coverages: (a) commercial general liability insurance policy (which also may be referred to as a public liability insurance policy), including but not limited to coverage for bodily injury, illness, death and property damage, in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence and at least Two Million Dollars (\$2,000,000.00) aggregate, for purposes of covering the Parties' and their employees' participation in the Project and their acts and omissions under this Agreement; and (b) worker's compensation insurance policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and Employer's Liability coverage in an amount of \$1,000,000.00 per employee, per accident. Insurance policy or policies of insurance shall specifically recognize and cover its indemnification obligations under this Agreement, and shall contain cross-liability endorsements. All certificates of insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to [Village of La Grange or Village of Western Springs]". In the event of the cancellation of any insurance policy required herein, or upon the Party's failure to procure said insurance, the other Party shall have the right to immediately terminate this Agreement. Membership in an intergovernmental risk pool shall be sufficient to satisfy the insurance coverages to be furnished. Upon request, each Party agrees to furnish to the other Party a certificate of insurance evidencing such insurance coverages.
- F. Notice.** Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, (c) receipt as indicated by the electronic transmission confirmation when sent via facsimile transmission or email, or (d) three (3) calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified mail, return receipt requested. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received. Notice must be sent to the address set forth below, or to such other address as any Party may specify in writing.

Notice to Western Springs:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
(708) 246-1800
(708) 246-0284 (facsimile)
ebaer@wsprings.com

Notice to La Grange:
Village Manager
Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525
(708) 579-2316
(708) 579-0980 (facsimile)
jknight@villageoflagrange.com

- G. Force Majeure.** Neither Party shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, pandemic, strikes, fires, floods or work stoppages, or acts or failures to act of third parties, excluding acts or failures to act by the Parties or their respective Affiliates. So long as any such delay or default continues, the Party affected by the conditions shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.
- H. No Relationship Created; No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any relationship of partner, joint venture, employee or agent as between the Parties hereto, nor shall this Agreement be construed to create any rights in third parties.
- I. Governing Law/Venue.** This Agreement will be governed and interpreted under the laws of the State of Illinois. The Parties agree that the venue for all disputes, claims and lawsuits arising between the Parties under this Agreement shall be either the Circuit Court of Cook County, Illinois (Chicago/Daley Center) or the United States District Court, Northern District of Illinois (Chicago) and that either court system shall have jurisdiction of such matters and each Party consents to either Court's exercise of jurisdiction.
- J. Waiver.** The failure of either Party at any time to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to later enforce the provision or all terms of this Agreement.
- K. Construction of Agreement.** Each Party had a full and equal opportunity to review this Agreement, and have it reviewed by legal counsel, if the Party desired that review, before the Party approved and entered into this Agreement. Therefore, the rule of construction that an ambiguity may be resolved against the drafter does not apply to this Agreement.
- L. Section Caption Headings.** The headings of each section herein are provided for convenience, only, and are not considered part of this Agreement by the Parties.

M. Severability. If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule of law or public policy, or, for any reason, such circumstances shall not have the effect of rendering any other provision(s) contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

N. No Personal Liability. No appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys of either Party shall be individually or personally liable in any manner under any legal claim or action brought pursuant to law or equity or contract in connection with this Agreement.

O. Counterparts. Counterparts/Facsimile/Email Signatures. This Agreement may be signed in counterparts, all of which together constitute this Agreement. Facsimile or emailed signatures shall constitute original signatures for all purposes.

P. Assignment. No Party may assign this Agreement or any right or obligation, in whole or in part, under this Agreement to any other person or entity.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by properly authorized officials as of the dates listed below. The date of the last signatory shall be the "Effective Date" of this Agreement, which shall be inserted on Page 1 above.

VILLAGE OF WESTERN SPRINGS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

By: _____
Name: _____
Title: _____
Date: _____

VILLAGE OF LA GRANGE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

By: _____
Name: _____
Title: _____
Date: _____



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025

AGENDA ITEM D.2.

To: Public Works and Water Committee

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: Gilbert Avenue Resurfacing - Design Engineering Agreement with Baxter & Woodman Consulting Engineers

Recommendation

Consider a recommendation to approve a professional services agreement with Baxter & Woodman Consulting Engineers for the Gilbert Avenue Resurfacing - Design Engineering.

Summary

In 2022, the Village sought and received grant funds from the West Central Municipal Conference ("WCMC") Surface Transportation Program ("STP") to fund the resurfacing of Gilbert Avenue from Ogden Avenue to 47th Street ("Project"). The WCMC STP program currently has the Project programmed to receive \$1,130,759 in STP funds in STP Program year 2027. These funds are expected to fund up to 80% of Construction and Construction Engineering Costs for Fiscal Year 2027 STP program year.

The Village shares jurisdiction of Gilbert Avenue with the Village of La Grange. As such, the costs associated with the local match for this Project will be split 50-50 between the two communities. The design engineering costs for the Project are 100% the responsibility of the local agencies. In 2023, the Village sought and received \$55,000 of grant funding from Cook County Department of Transportation and Highways' (CCDOT) Invest in Cook program (IIC) to fund 50% of Design Engineering funding for the Project.

Village Staff sought and received a proposal from Baxter & Woodman Consulting Engineers ("B&W") to complete the design engineering services for the Project. B&W has assisted the Village on recent STP resurfacing project design for the Burlington and Hampton Avenue STP resurfacing projects. Staff feels B&W has done a good job on those two projects. B&W also does work for the Village of LaGrange so their familiarity with both Villages will benefit the project as well.

Financial Impact

The funding for this work is included in the Village's Fiscal Year 2025 budget. The cost breakdown for the design engineering for the Project is as follows:

Funding Source	Cost participation	Amount
Invest in Cook Grant	50%	\$55,000
Village of La Grange	25%	\$27,500
Village of Western Springs	25%	\$27,500
	Total	\$110,000

The Village of Western Springs is the lead agency for this Project and thus Western Springs will enter into a professional services agreement with B&W for this work. An intergovernmental agreement ("IGA") for the Project will be executed and the IGA addresses the financial responsibilities of each Village.

Recommended Motion

I move to recommend to the Village Board the approval of a professional services agreement with Baxter & Woodman Consulting Engineers for the Gilbert Avenue Resurfacing - Design Engineering.

Strategic Plan Alignment

This item aligns with the Strategic Plan in multiple categories including Financial Stability - Evaluate and Explore Opportunities for Shared Services as well as Infrastructure Improvements

File Attachments

None



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025

AGENDA ITEM D.3.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: Surplus Declaration of Well #3 Motor

Recommendation

Recommendation declaring Well #3 motor surplus property and complete any required EPA and state decommissioning.

Summary

The Well #3 pump and motor was pulled out of service in 2017 due to reduction in its pumping capability. Since then, it has been stored in Aurora at the Layne facility (Granite construction). The motor shaft did not turn freely indicating a possible thrust bearing issue. The Village owned a spare Byron Jackson motor that was installed at that time to replace the one that was not functioning properly. Several options were considered by the Village Board in 2017 to either refurbish the old motor or to dispose of it. Due to the mercury seal on the motor it was determined that it was more economical for the Village to purchase a new pump and motor instead of refurbishing it.

Byron Jackson no longer accepts 16" motors in their factory-exchange program for refurbishing due to the mercury seal. The cost to the Village for the decommissioning would be \$25,662.00. Once the work is completed, the Village would receive a Certificate of Recycling, which would clearly state that the mercury-sealed motor was properly decommissioned from the EPA and State approved facility for mercury decontamination.

Financial Impact

Decommissioning of the Village's 450 HP, 16", 2300 Volt Type H Byron Jackson submersible motor at a cost of \$25,662.00.

Recommended Motion

I move to recommend to the Village Board the declaration of the Byron Jackson Type H 450 HP, 16" submersible motor from well #3 as surplus and to authorize Layne, a Granite Company (formerly Layne-Christensen) to dispose of the motor and complete any required EPA and state decommissioning.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Western Springs Well 3 Decommission Proposal 11.21.2024



721 W. Illinois Avenue
Aurora, IL 60506
630.897.6941
graniteconstruction.com

November 21, 2024

Ron Derengowski
Water Plant Superintendent
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 60558

RE: Well No. 3 Motor

Ron,

We are pleased to submit this proposal for the decommissioning of the Village's 450 HP, 16", 2300 Volt Type H Byron Jackson Submersible Motor. This motor has been in Layne's facility since it was pulled from Well 3 in 2017.

As the authorized service center for Flowserve/Byron Jackson in Northern Illinois, we would ship the 450HP motor to Flowserve's vendor, an EPA and State approved facility for mercury decontamination, tear-down & decommissioning. Once this work is complete, the Village would receive a Certificate of Recycling, which will clearly state that your 450HP, 16" Byron Jackson mercury-sealed motor was received and properly decommissioned.

The cost to the Village for the decommissioning would be \$25,662.00, which includes the crating & shipment of the motor to the factory.

We appreciate the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact us.

Yours very truly,

Jason Gray, P.M.

Jason Gray, P.M.
Area Manager
Layne, a Granite Company

JG/aje



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025

AGENDA ITEM D.4.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: Surplus Declaration of Water Meters from Well 3 and Well 4.

Recommendation

Staff recommends to the Village Board that the replaced Foxboro 8" and Foxboro 12" water meters be declared surplus property and properly disposed of and recycled as scrap material.

Summary

On October 14-16, 2024, Dahme Mechanical Industries, Inc. and Concentric Integration completed the installation and programming of the new 12" water meter at Well 3 and the 8" water meter at Well 4. The replaced Foxboro meters are more than twenty years old have no economical or functional value to the Village. It is recommended that the replaced meters be approved as surplus property and be disposed of as material scrap. All electrical components have been removed and properly recycled.

Financial Impact

N/A

Recommended Motion

I move to recommend to the Village Board the declaration of the Foxboro 8" and Foxboro 12" water meter as surplus property and to be disposed and recycled as material scrap.

Strategic Plan Alignment

N/A

File Attachments

None



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025

AGENDA ITEM D.5.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, John Mastandona, Director of Finance

RE: Purchase of Water Meters and Accessories from Water Resources, Inc.

Recommendation

The Municipal Services department is seeking approval to purchase fifteen 1.5" water meters, ten 1" water meters, and their associated accessories from Water Resources, Inc. and to approve the Water Resources Q1 2025 Price List.

Summary

The Village will need to purchase water meters and their accessories from Water Resources, Inc. to account for the new residential construction and remodeling that will require an upgrade and larger sized meter to meet building code requirements. Current estimates identify the need to purchase fifteen 1.5" water meters and flange kits, ten 1" water meters and connecting spools, and twenty-five MIU's required for meter reading collection.

Water Resources has provided unit pricing for the individual components, which is attached for the Committee's review. The purchase cost of \$18,501.25 will be recovered to the Village throughout the year as the Village receives the fees generated by the Community Development department at the time the meters and accessories are issued.

Water Resources, Inc., is the distributor for Neptune water meters in the Chicagoland area.

Financial Impact

The purchase of the water meters and their accessories from Water Resources, Inc. at a total of \$18,501.25.

Recommended Motion

I move to recommend to the Village Board the purchase water meters and associated accessories from Water Resources, Inc. at a total cost of \$18,501.25 and to approve the Water Resources Q1 2025 Price List.

Strategic Plan Alignment

Infrastructure Improvement

File Attachments

1. Water Meter Purchase January 25'



Village of Western Springs
Water Meter Purchase
Jan. 2025

<u>Quantity</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
15	1 and 1/2" water meter	\$663.50	\$9,952.50
15	1 and 1/2" flange kit	\$200.00	\$3,000.00
10	1" water meter	\$276.50	\$2,765.00
10	1" connecting spools	\$56.50	\$565.00
25	R900 RF MIU's	\$88.75	\$2,218.75
			<u>\$18,501.25</u>



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025

AGENDA ITEM D.6.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Sewer Televising and Cleaning Services - National Power Rodding Contract Renewal

Recommendation

Review and advance to the Village Board the renewal letter from National Power Rodding Corp.

Summary

Attached for the Committee's review and approval is a renewal letter from National Power Rodding for the Village's sewer televising and cleaning services. This will be the second renewal for the contract, which was awarded by the Village on July 11, 2022.

Financial Impact

The contract was awarded for an amount not to exceed of \$105,000.00.

Recommended Motion

I move to recommend approval of the second renewal for the Village's sewer televising and cleaning services contract for a one-year period with National Power Rodding Corp., for an amount not to exceed of \$105,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. National Power Rodding Contract Renewal 2025
2. National Power Rodding - Agreement



VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800
wsprings.com

VILLAGE PRESIDENT

Heidi Rudolph

January 8, 2025

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

Mr. Reid Ruprecht, Vice President
NATIONAL POWER RODDING CORP.
2500 West Arthington Street
Chicago, IL 60612-4108

VILLAGE CLERK

Edward Tymick

VILLAGE MANAGER

Ellen Baer

Ref: Contract Renewal-Televising

DEPUTY MANAGER

Casey Biernacki

Dear Mr. Ruprecht,

DIRECTORS

Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

This letter is to confirm that the Village of Western Springs will renew the
the Televising Contract for 2025.

By signing and returning this document, you are accepting the 2025 Contract with the same
specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200
or email jpesek@wsprings.com.

Respectfully submitted,

Director of Municipal Services

Name (printed) Reid W. Ruprecht

Signature

Title Vice President

Date January 8, 2025



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR 2022 SEWER TELEVISION PROGRAM

WEDNESDAY, JULY 6, 2022
10:00 A.M. (PREVAILING TIME)

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VILLAGE OF WESTERN SPRINGS

LEGAL NOTICE

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following project(s): **2022 SEWER TELEVISION PROGRAM.**

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **6th DAY OF JULY 2022** by mail or delivered by hand to the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened and read aloud. Bids shall be submitted in an opaque, sealed envelope plainly marked with the title of the project.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents at the Western Springs Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois or at www.wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of their bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates.

Each bidder shall satisfy the Village as to their ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any and all applicable bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Sun Times Newspaper on 6/23/2022.

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk

INSTRUCTIONS TO BIDDERS

VILLAGE OF WESTERN SPRINGS

DATE: _____

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

2022 Sewer Televising Program

VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on the **6th** day of **July 2022** after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the contractor's organization, and the name of the official and their title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within THIRTY (30) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding THIRTY (30) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

Each bidder shall be asked to provide the following data with the bid, a total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers.

Any bidder may be required by the Village to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

The Village reserves the right to reject any and all bids, to waive any informalities in bidding, to hold all proposals for a period of THIRTY (30) days, and to make award on that bid which, in its opinion, is most advantageous to the Village.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "Exhibit A" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the payment of local prevailing wage rates.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

PROPOSAL

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **2022 Sewer Televising Program**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of construction, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to begin work by **August 1, 2022**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment

bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

Date

Proposed Contractor (Bidder)

Witness

SCHEDULE OF BID PRICES

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a one (1) year period from the date that this proposal has been submitted.

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
1	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (6"-12")	LF	10000	\$	\$
2	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (15"-18")	LF	6500	\$	\$
3	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (21"-27")	LF	3500	\$	\$
4	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (30"-42")	LF	1800	\$	\$
5	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (44"-60")	LF	3000	\$	\$
6	CCTV Inspection with Light Cleaning of Sanitary Sewers (8"-12")	LF	32000	\$	\$
7	CCTV Inspection with Light Cleaning of Sanitary Sewers (15"-18")	LF	3500	\$	\$
8	CCTV Inspection with Light Cleaning of Sanitary Sewers (21"-27")	LF		\$	\$
9	CCTV Inspection with Light Cleaning of Sanitary Sewers (30"-42")	LF		\$	\$
10	CCTV Inspection with Light Cleaning of Sanitary Sewers (48"-60")	LF		\$	\$
11	CCTV Inspection with Light Cleaning of Sanitary Sewers (96")	LF		\$	\$
12	Heavy Cleaning (8" - 12")	LF	2000	\$	\$
13	Heavy Cleaning (15" - 18")	LF	1500	\$	\$
14	Heavy Cleaning (21" - 27")	LF	500	\$	\$
15	Heavy Cleaning (30" - 42")	LF	300	\$	\$

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
16	Heavy Cleaning (48"-60")	LF	500	\$	\$
17	Heavy Cleaning (72"-96")	LF		\$	\$
18	Root Cutting (8" - 12")	LF	1000	\$	\$
19	Root Cutting (15" - 18")	LF	1000	\$	\$
20	Root Cutting (21" - 27")	LF	1000	\$	\$
21	Root Cutting (30" - 42")	LF	1000	\$	\$
22	Root Cutting (44"-60")	LF	1000	\$	\$
23	Root Cutting (72"-96")	LF		\$	\$
24	Cut Protruding Taps	EA	10	\$	\$
25	Emergency Crew Labor (TV Truck and VAC Truck)	HR*		\$	\$
26	On-Call Crew Labor Hours (TV Truck and VAC Truck)	HR		\$	\$
27	Locate and Mark Pipe Defect	EA	2500	\$	\$
28	Locate Buried Manhole	EA	4	\$	\$
29	Easement and Access to Backyards	LF		\$	\$
TOTAL:					

BASE BID TOTAL.....

(in writing)

*(Minimum 4 on site hours)

Name of Bidder: _____

Address: _____

Telephone No. _____ Fax No. _____

Signature: _____

Name and Title: *(Please Print)* _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20____

My Commission Expires: _____

GENERAL CONDITIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Costs

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the

Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Additional Work

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit their charges for performing the work and shall not proceed until the Director of Municipal Services or their designee, has approved the charges in writing.

The Village shall retain services with the Contractor for one calendar year, as to account for any additional work that the Village shall request from the Contractor.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom of Information Act Requests.

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify

and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default		
<u>Original Contract Amount</u>		
from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove their equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and

assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Nonappropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of nonappropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials, and such

responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers.

Responsibility for Construction-Safety-Shoring-Scaffolding-Construction Methods

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is

prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(A) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantees of Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and

- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.
- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Contractor

Date: _____ Attest _____

CONTRACTORS CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION

_____ hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Contractor

DATED: _____

ATTEST:

AGREEMENT

Agreement made this the _____ in the year 2022 by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, hereinafter called "Village" and _____ hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide for **2022 Sewer Televising Program**
2. The Contractor agrees that he will be available to commence work on or before **AUGUST 1ST, 2022**. The Village shall retain services with the Contractor for one calendar year, as to account for completion of the planned work any additional work that the Village shall request from the Contractor.
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated **JULY 6TH**, a copy of which is attached hereto and incorporated into this Agreement, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on _____
 - B. Instructions to Bidders dated _____
 - C. Proposal dated _____
 - D. Schedule of Bid Prices submitted by _____ dated _____
 - E. General Conditions dated _____
 - F. General Special Provisions dated _____
 - G. Technical Special Provisions dated _____
 - H. Contractor's Drug Free Workplace Certification dated _____
 - I. Contractor's Certification Regarding Non-Payment of Compensation dated _____

- J. Map
- K. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- L. Required Performance and Payment Bonds.
- M. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor: Village of Western Springs

By: _____ By: _____
(Name and Title) Alice Gallagher, Village President

*Corporate Seal of corporation *Village Seal

Attest:

By: _____ By: _____
(Name and Title) Elaine Haeske, Deputy Village Clerk

GENERAL SPECIAL PROVISIONS

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", ***Sewer Televising Program*** conforming to the terms and conditions set forth herein.

This shall be a unit price contract and shall include all work mentioned in the Project's Plans and Specifications and any other work, not specifically mentioned, that is necessary for completing the work in a skilled and professional manner. Any conflicts or omissions in the Plans or Specifications shall be brought to the attention of the Engineer. The Engineer's decision in resolving such matters shall be final. The Contractor shall in no manner take advantage of conflicts or omissions should they occur, and it shall be the Contractor's responsibility to bring such components of the Contract to the attention of the Engineer so that they can be properly resolved.

1. STANDARD SPECIFICATION COMPLIANCE

Construction provisions shall follow the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (referred to hereinafter as the Standard Specifications); the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2021; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices For Streets and Highways" (IMUTCD); the "Standard Specifications for Water and Sewer Construction in Illinois", 8th Edition, 2020 (referred to hereinafter as the Water and Sewer Specifications), except as modified herein; and the Village of Western Springs Codes and Ordinances, and addenda thereto. Where a contradiction occurs with any part or parts of the specifications, the most stringent requirement shall take precedence, as determined by the Engineer. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

2. INTENT AND SCOPE OF WORK

It is the intent of these specifications and contract that the Village obtain the services of a Contractor to provide CCTV inspections of storm, sanitary sewer, and combined sewer.

The work shall begin by **August 1st, 2022**

The Village shall retain services with the Contractor for one calendar year, as to account for completion of the planned work any additional work that the Village shall request from the Contractor.

The work consists of internal closed circuit television (CCTV) inspection of sanitary, storm, and combined sewers, including preparatory cleaning, disposal of debris, bypass pumping, traffic control, and completion and submittal of inspection database, videos, and reports.

The video inspection shall determine and document severity and location for the following elements:

- Condition / location / defects for all visible pipe / joints / manhole surfaces.

- Location of structural defects at joints and other pipe surfaces.
- Inflow & infiltration (I/I).
- Confirm size and material of construction.
- Sewer main and service connections.
- Obstructions, such as roots, grease, debris and cross-bores.
- All other requirements of NASSCO PACP V 7.0.4.

3. LOCATION OF PROJECT

The project is located in the Village of Western Springs. Over the next four years of this contract, the project will be primarily located in the Springdale, Ridgewood and Forest Hills Subdivisions. Year one will have some various locations throughout the Village but primary CCTV will concentrate in Springdale and Ridgewood Subdivisions. Year one will include work on Wolf Road and some side yard easements.

4. DEFINITIONS

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village of Western Springs for performance of the prescribed work.

Department, Owner, or Village. The Village of Western Springs, Cook County, Illinois.

Engineer. The authorized representative of the Village of Western Springs in immediate charge of the engineering details of a construction project.

5. EXAMINATION OF SITE

Bidders may shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed and the type of trimming required under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other contractor.

6. INSPECTION

All phases of the improvements will be subject to inspection by representatives of the Owner's Public Works Department, or Owner's authorized Consulting Engineer. Projects will not be accepted by the Owner without the final approval of the Owner's Public Works Department.

The Contractor shall be bound by these specifications and by all Village ordinances and codes.

7. TERMS OF CONTRACT

Upon award, the terms of this Contract shall be in full force to the right of the Village of Western Springs (hereafter Owner) to cancel and terminate the same at any time by giving a 30-day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the Contract prior to the effective date of such cancellation but will not be entitled to receive any damages on account of such or any further payment whatsoever.

8. BASIS OF PAYMENT

Payment will be upon submittal of an invoice to the Municipal Services Department of the Village by the successful bidder on a net thirty (30) basis unless discount terms are offered. Invoices must include purchase order number, date of each delivery, and quantity of each delivery.

9. ACCEPTANCE AND PAYMENT

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications. Payment will be made when the work is reviewed and accepted by the Village.

10. WORKING HOURS

The Contractor shall begin work no earlier than 7:30AM and be completed by 7:00PM, Monday through Friday.

The Contractor shall keep the Village informed as accurately as possible as to when they plan to commence work and in what way they intend to proceed. In order to accomplish this, at a minimum, the Contractor shall provide advance daily notification (via fax, email, or hand delivered) of the locations the Contractor intends to work that day to the Village's contact person for this project.

11. TRESPASS ON LAND

The Contractor shall confine their operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

12. PENALTY FOR NON-COMPLETION

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay the Village two hundred fifty dollars (\$250.00) per calendar day not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of

calculating and proving actual delay costs. This penalty established is to cover the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars (\$100.00) per incident per day. Some examples include:

- (1) failure to start work on the specified date and time without notification and approval for a change from the Village;
- (2) failing to show up for scheduled work without notification to the Village;
- (3) starting operations before the allowed time without permission from the Village;
- (4) failure to provide appropriate traffic control and protection; and
- (5) failure to notify the Village in advance of where work will be taking place.

13. ACCESSIBILITY OF CONTRACTOR

The Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract and the supervisors shall be available twenty four (24) hours a day. The Contractor shall return all calls or pages within one (1) hour of the time of the Village's initial placement of the call or page. On-site response time for complaints must be made within 24 hours of the initial call. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the penalties stated herein.

14. NOTICE TO RESIDENTS

The Contractor shall provide and hang notices on doors of all residences and businesses with service lines connected to sewer mains to be cleaned. Notices shall be distributed 48 hours in advance of the work. The Contractor shall include the contact information for the onsite field supervisor as the primary contact for affected residents. The Village shall review and approve the notice format and text at the beginning of the project prior to distribution. All work required for notification to residents shall be incidental to the contract.

15. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not

be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

16. RESTORATION

All damage to lawns shall be restored with topsoil and sod. All lawn restoration shall be considered incidental. To minimize damage to lawns, Contractor shall utilize Duramats or other means (protective pads) to buffer equipment traveling across private property. Any equipment required for construction work located on lawns must be rubber-tired or rubber-tracked vehicles only.

All work required to move or protect overhead wires and utility poles shall be considered incidental to the contract.

Any claims for additional work must be presented to the Engineer immediately. Failure of the contractor to notify the Engineer will be reason to deny any claims for extra work.

All work covered under this contract is subject to inspection by the Village of Western Springs and the Engineer.

17. MOBILIZATION

No separate payment will be made for mobilization and demobilization. The work specified under this section shall consist of the preparatory work and operations necessary to mobilize and begin work on the project. This shall include but is not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site(s). All mobilization costs are incidental to the contract.

18. PERMIT REQUIREMENTS

At this time, the Village does not anticipate any required permits from other agencies. If, during the project, the Contract and Village agree that such a permit is required, The Contractor shall execute all necessary permit forms, provide and pay for any fee and bond requirements, and execute and comply with all insurance and performance guarantee requirements. Work required to comply with permit requirements shall not be paid for separately but shall be considered incidental to the contract.

19. TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable portions of Section 701 and 703 of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Recurring Special Provisions, and Special Provisions contained herein, relating to traffic control.

The Contractor shall maintain traffic in accordance with the applicable portions of Article 107.14 of the Standard Specifications. The Contractor shall furnish, install, maintain, relocate, and subsequently remove all signs, signals, markings, traffic cones, barricades, warning lights, flagmen, and other devices which are to be used for the purpose of controlling traffic.

Special attention is called to Article 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control.

STANDARDS: 701801 and 701901.

Details: Traffic Control and Protection for Side Roads, Main Roads, Intersections, and Driveways (TC 10)

Special provisions (Included in these Special Provisions):

- Maintenance of Roadways
- Work Zone Traffic Control Surveillance (LRS 3)
- Flaggers in Work Zones (LRS 4)
- Sidewalk, Corner, or Crosswalk Closure (BDE)
- Standard 701606-10
- Standard 701602-10

Barricades shall be placed and maintained along the limits of the work until the work is completed or as otherwise directed by the Engineer.

The cost of traffic control and protection shall be considered incidental to this project.

20. PUBLIC CONVENIENCE AND SAFETY (D-1)

Effective: May 1, 2016

Revised: July 15, 2016

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

21. CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Occupational Safety and Health Standards for construction.

22. WATER USAGE

The Owner will provide all water necessary for the contracted work at no cost to the Contractor. Water shall only be obtained from the fire hydrant located at the Public Works Garage at 1440 Hillgrove Avenue.

The contractor shall keep track of the water usage on a daily basis and shall provide water use records to the Director of Municipal Services or their designee at the end of each week in which work occurs. The water meter shall only be used for Owner's projects and shall not be used by the Contractor for outside work.

The Contractor will be held responsible for damages done to hydrants, water mains and other water appurtenances while securing water. If a water main break occurs and the Village determines that the water main break is a result of Contractor's use of a hydrant, the Village may require the Contractor to repair the water main break in accordance with all applicable construction standards and requirements and at no cost to the contract or may repair the water main break by other means and invoice the Contractor for reimbursement of the Village's costs.

23. REMOVAL & DISPOSAL OF DEBRIS

The Contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation from the downstream manhole of the sewer segment being cleaned prior to beginning television inspection. Passing material from sewer segment to sewer segment shall not be permitted. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation are observed and/or detected, as passing to downstream sewer segment(s), the Contractor shall clean such sewer segment(s) at no additional cost.

Debris catchers or baskets will be required to be set in the channel of the downstream manhole during all cleaning operations. Additionally, a "Vactor" or similar vacuum truck must be onsite during all cleaning operations and will be required to be setup on the downstream manhole to pull debris out of the sewer during all cleaning operations. As the sewer jet or other cleaning equipment is in use, the vacuum equipment shall be running in order to prevent debris from moving further downstream. The use of the vacuum truck does not constitute heavy cleaning.

When bucket machines are being used, a suitable container shall be provided to receive the materials dumped from the buckets. The Contractor at their discretion may use an approved container (roll off) for the storage of debris removed from the line segments. All material resulting from the cleaning operations shall be removed from the site when the container has reached 3/4 of its volume, or at least once each working day and disposed of at the permitted disposal site.

Disposal of all sewer debris shall be the responsibility of the Contractor and shall be done in accordance with the Illinois Environmental Protection Agency (IEPA) and all other regulating agencies. Under no circumstances shall the removed sewage or solids be dumped onto streets or into ditches, catch basins, storm drains, sanitary, combined sewer manholes or otherwise improperly disposed. Improper disposal of sewage or solids removed from the sewers may subject the Contractor to fines imposed by the Village. In addition, the Contractor may be subject to civil and/or criminal penalties for improper disposal under the law.

All material removed during cleaning shall be removed from the site at the end of each workday. Removal and disposal of all sewer debris shall be incidental to the contract and will not be paid for separately.

24. CLEANUP

The cost of cleanup operations shall be spread evenly through the bid items on the proposal. Clean up shall consist of removing all debris from the job site, and removal of all excess left by the Contractor's forces. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations are completed.

25. SEWER ATLASES

The Village shall furnish the Contractor with one (1) copy of the storm and/or sanitary and/or combined sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area. Note that such maps may not be to scale and do not represent the accurate location of all sewers. Unmapped sewer mains within the designated inspection area shall be inspected and paid for at the contract unit price. The Contractor shall track completion progress on the map and note the location of any manholes or pipes not shown on the original map. All field maps shall be turned in to the Village with notes regarding any differences between what is found in the field and on the maps.

26. CLEANING OF SEWERS (GENERAL)

The bidder shall provide all equipment necessary for the proper high pressure water jetting of the sewers prior to the inspection by closed circuit color television services. The purpose of the sewer cleaning operation is to remove such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. to permit a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection.

27. SEWER FLOW CONTROL

This work shall include control of sanitary sewer flow during closed circuit television (CCTV) inspection, sewer cleaning operations, and all other sewer maintenance or inspection activities. The Contractor shall be fully responsible for maintaining sewer service during these operations and shall not be allowed to backup or flood any sewer system user, building or property. The Contractor shall be solely liable for property damages that result from the work being performed.

During sewer cleaning operations, only 25% of the internal pipe diameter flow or "limited sewage flow" is acceptable. Flows shall be reduced by plugging, blocking, manually operating pump stations or bypass pumping. **During sewer televising operations, only 5% of the internal pipe diameter flow is acceptable.**

Since complete stoppage or bypassing of flow may be required, the Contractor may be required to submit drawings and complete design data showing methods and equipment to be utilized in bypass and dewatering operations. The bypass plan shall include the following information:

1. Location of temporary sewer plugs and bypass discharge lines indicated on plans
2. Capacities of pumps, prime movers, and standby equipment
3. Type of standby power source
4. Traffic control plan

When pumping and bypassing is required, the Contractor shall furnish all temporary pumps, conduits, and other equipment to divert the flow of sewage around the sewer section in which work is to be performed. The bypass system shall have sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation. The Contractor shall construct bypass system of material to prevent leakage during pumping operation.

The Contractor shall equip all engines with mufflers and/or enclose to keep noise level less than 50 decibels, or 10 decibels above ambient noise levels when measured at building closest to noise source.

The Contractor shall maintain sufficient labor, equipment and materials on site to ensure continuous and successful operation of bypass and dewatering systems including the following:

5. Keep standby pumps fueled and operational at all times
6. Maintain on site sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of system as necessary.
7. Provide piping, joints and accessories designed to withstand at least twice the maximum system pressure or 50 psi (345 kPa), whichever is greater.

In areas where flows are bypassed, all discharge flow shall be returned to the sanitary sewer. No bypassing to ground surface, receiving waters, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

In the event sewage is released into a storm drainage system or street, the Contractor shall immediately stop the release, notify the Village, and take all necessary actions to clean up and disinfect spillage to satisfaction of the Village.

During plugging or bypass pumping operations the Contractor shall utilize sewer plugs specifically designed so that all or any portion of sewage can be released. During sewer flow control operations, reduce flow to comply with requirements as describe above. After cleaning, inspection, or rehabilitation work has been completed, restore the flow to normal.

All plugging, bypass pumping and sewer flow control operations shall be considered incidental to the Contract and shall not be compensated for separately.

28. EQUIPMENT

The Contractor is responsible to provide and maintain all industry-standard equipment required to complete the project. Each crew shall have a vacuum / jetter combination truck equipped with a high velocity gun for washing and scouring manholes and a TV truck. If easement work is required the Contractor shall be required to have off-road equipment as necessary to access off-street sewer areas.

If any equipment gets stuck in the sewer and needs to be dug up, the Contractor is solely responsible for the cost of the dig, complete restoration and repair of sewer and any other costs associated with the retrieval of the equipment.

1. Hydraulic Sewer Cleaning Equipment Requirements:

- a. Hydraulic sewer cleaning equipment shall be the movable dam type constructed such that a portion of the dam may be collapsed during cleaning to prevent flooding of the sewer.
- b. The movable dam shall be the same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of grease.
- c. The Contractor shall take special precautions against flooding prior to using sewer cleaning balls or other equipment that cannot be collapsed instantly.

2. High Velocity Hydro-Cleaning Equipment Requirements:

- a. A minimum of 700 feet of high-pressure hose.
- b. Two or more high velocity nozzles capable of producing a scouring action from 10 degrees to 45 degrees in all size lines to be cleaned.
- c. A high velocity gun for washing and scouring manhole walls and floor with the capability of producing flows from a fine spray to a long-distance solid stream.
- d. A 1,500-gallon minimum water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
- e. Equipment operating controls located above ground.
- f. Minimum working pressure of 1,000 pounds per square inch at a 60-80 gpm.

3. Mechanical Cleaning Equipment Requirements:

a. Bucket Machines:

- 1) Furnish with buckets in pairs and with sufficient dragging power to perform the work efficiently.
- 2) Use V-belts for power transmission or have an overload device. No direct drive machines will be permitted.
- 3) Be equipped with a take up drum and a minimum of 500 feet of cable.

- b. Rodding Machines:
 - 1) Either sectional or continuous.
 - 2) Hold a minimum of 750 feet of rod.
 - 3) The rod shall be specifically heat-treated steel.
 - 4) The machine shall be fully enclosed and have an automatic safety throw out clutch or relief valve.
 - c. Lumberjack & Impact Cutters
 - 1) Lumberjack high speed low torque multi-purpose cutters
 - 2) Speeds up to 50,000 rpm
 - 3) Paikert low-speed, high-torque auger cutter
4. Closed Circuit Television Equipment
- a. Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment necessary to the televising operation. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and pipe joint sealing and testing.
 - b. Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The camera shall be able to operate efficiently in 100% humidity conditions.
 - c. The TV camera shall have a rotating head with a high-resolution lens, capable of spanning 360-degrees circumference and 270-degrees on horizontal axis to televise sewer lines 6-inch diameter and larger. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to view all service connections, and to locate all defects, as well as any questionable problem areas. The camera shall be ZOOM capable.
 - d. The TV camera shall be equipped with remote control devices to adjust the light intensity and at a minimum one thousand (1,000) feet of continuous cable shall be provided. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer segments. Lighting system shall be adequate for quality pictures. A reflection in front of the camera may be required to enhance lighting. Auxiliary lighting shall be used for sewers larger than 12-inch diameter.
 - e. For manholes that may be difficult to access or where lamp holes are present in the place of manholes, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.
 - f. The TV camera shall be able to provide a continuous image of not less than ninety percent (95%) of the internal pipe surface at all times for sewers 8" through 18" in diameter and not less than eighty percent (90%) of the internal pipe surface for sewers over 18" through 48" in diameter. Maximum acceptable speed of camera through sewer shall be thirty (30) feet per minute.
 - g. The camera, television monitor and other components of the video system shall be capable of producing a minimum 650 line resolution color video picture.

- h. Electronic footage counters accurate to less than 1 percent error over the length of each pipe segment.
- i. The camera shall be able to be equipped with skids or floatation device where necessary to position the camera in the center of the pipe for all diameter sewers being televised.
- j. Electronic media shall visually display and include a narrative noting:
 - 1) Date, time of day, and depth of flow;
 - 2) Sewer segment number "from manhole to manhole";
 - 3) Distance from upstream manhole'
 - 4) Locations of service connections into sewer;
 - 5) Location of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer condition and distance in feet from the upstream manhole centerline.
- f. The remote reading footage counter shall be accurate to less than 1 percent error over the length of each pipe segment.
- h. Digital images should be provided in the common format accessible by Windows Media Player or approved equal.

TECHNICAL SPECIAL PROVISIONS

ITEMS #1 TO #11: CCTV INSPECTION WITH LIGHT CLEANING

This item shall consist all equipment, materials, labor, and deliverables to complete Light Cleaning and CCTV Video Inspection of sewers.

Light Cleaning

Light cleaning shall consist sewer and adjacent manhole cleaning and shall include up to three (3) full passes with the jet hose to provide the industry standard 95% cleaning as required for the proper PACP V 7.0.4 recording of sewer observations. A single pass is moving both the camera and the jetter over the full length of the pipe, starting from the center of one manhole to another manhole. The Contractor may exercise their professional judgment to extend efforts beyond what is defined here as "light" without prior approval as long as it will not become an additional cost to the Village. The purpose of this cleaning is to remove dirt, debris, rocks, broken pipe and any other accumulation within the pipe where it has been determined through a visual inspection that only small amounts of debris exist within the sewer and cleaning would require not more than three (3) passes through the line with high pressure water jetting equipment. The use of a vactor truck or debris catcher is required in each downstream manhole in order to remove the debris and prevent it from passing further downstream. Should dirt or debris be observed and/or detected, in a manhole or sewer after cleaning, the Contractor shall re-clean said manhole and the adjacent downstream sewer segment(s) at no additional cost.

Video Inspection

Video Inspection shall include all field work necessary to obtain the required PACP V7.0.4 inspection data, PACP grading, MS Access Database and video inspection, including the recording of the unique Pipe Segment ID Number for all pipe sections. If upon starting a Video Inspection the line segment is determined to need heavy cleaning, the contractor shall notify the Project Engineer or Village Project Manager and obtain approval before performing heavy cleaning.

Where obstructions within the sewer line prevent the passage of televising equipment, they shall reset their equipment to pass through the sewer line section from the other end and thereby complete the inspection. No additional payment shall be made for reverse setups.

The jetter nozzle shall always accompany the camera. This will help ensure that the maximum area of pipe is visible.

Before the camera crawls into the pipe, the operator shall use a tape measure to confirm the diameter of the pipe. The measure down shall be recorded and included in the video.

Sewer Televising

The Contractor shall furnish all labor, electronic equipment and technicians schooled and licensed in PACP 7.0.4 format, to perform the closed-circuit television inspection of the sewers. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio, controlling the movement of the television camera through the sewer in either direction one segment at a time.

The video operator(s) shall be Pipeline Assessment Certification Program (PACP) certified by the National Association of Sewer Service Companies (NASSCO) and will be required to show proof of PACP ID or certification before performing work on this project. Certification dates must be current including renewal every three years. Operators with EXPIRED PACP ID numbers will not be allowed to work on the project until they have undergone the renewal process. The Contractor shall provide copies of each equipment operator's Certification Number at the preconstruction conference.

The Contractor shall begin each inspection with an onscreen written and verbal explanation of the project name, a detailed description of the location, the manhole-to-manhole segment, the direction of flow, the direction of camera setup, and date. The depth (rim - invert) of each manhole shall be included on the report as well. A continuous footage counter shall be provided during the entire inspection and shall be used to accurately record the locations of defects, connections, or objects in the pipe. The counter shall be accurate to two tenths of a foot. Maintain verbal commentary to identify any item that is called out on the report.

All inspections shall begin and end in the center of the manhole. The start of the video shall NOT begin already in the pipe segment. At the end of each inspection, the Contractor shall pan the camera around the ending manhole to get a view of what it looks like for identification purposes as well as documenting all incoming pipes.

The camera shall be moved through the line in either direction at a uniform rate of 30 feet per minute, stopping when necessary to ensure proper documentation of the sewer's condition. The Contractor shall take all necessary measures to televise 95% of the internal surface of each sewer segment in its entirety. If dewatering with the jet truck, plugging, or bypass pumping is required to see 95% of the pipe, this shall be done at no additional charge to the Village.

Stop televising if the camera becomes submerged. Use high-pressure jetting or other means to lower water level to a point below the camera. Provide temporary plugs and/or bypass pumping if necessary and as approved by the Project Engineer, Project Manager, or their designee.

Stop at all service connections, pan and look up service, and note items such as type of connection, presence of plugs, leaks, type of material, and any structural damage. Adjust focus and lighting as needed to obtain a bright, clear view of the connection and service pipe. Position the camera to view as far up the service connection as possible.

If any obstruction in the sewer segment such as a protruding building lateral prohibits the passage of the television camera, the Contractor shall attempt to inspect the remainder of the sewer segments by making a reverse set up at the next downstream manhole. A tap which protrudes beyond 1/2" must be removed during television inspection or prior to lining operations. No additional payment shall be made for reverse setups.

All obstructions in the sewer segment that prohibit passage of the television camera shall be immediately reported to the Village by the Contractor referencing the location and nature of the obstruction.

The Contractor may complete multiple sewer runs from a single setup, however each sewer segment (manhole to manhole) must have a discrete CCTV inspection video and inspection log.

The Contractor shall be responsible for any damage to public or private property resulting from his/her televising activities and shall repair or otherwise make whole such damage at no cost to the Village.

Videos, Reports, and Database Deliverables

Electronic media of all sections shall be provided to Village, and includes the following

- Videos
- Still-Shot Images
- Report PDFs
- Excel file of completed inspections
- One Microsoft Access PACP Database

The Contractor shall provide a color digital video of all pipeline segments in “.mpg” format on two external hard drives with USB connections. **Each video shall be named according to the “upstream manhole number – downstream number.mpg” format. For example, a pipe segment video with an upstream manhole of 12345 and downstream manhole 67890 would be named “12345 - 67890.mpg”.** Separate MPEG-3 files and PDF reports with still images shall be created for each manhole-to-manhole pipe segment inspected.

Video recordings shall be one file per sewer line section and shall be included on the external hard drives submitted. Total drives submitted for final acceptance at the end of the project shall be two.

The pipeline inspection shall consist of identifying a location both within the pipe segment (physical location) and within the digital recording (video frame location) for each defect or observation. The use of time codes for defect location shall NOT be deemed equivalent or acceptable. The digital recording and inspection data is to be cross-referenced for instant access to any point of interest within the digital recording. The inspection information shall include the digital recording of video and audio, segment identification information (starting manhole, date, time, etc.) including a pointer from each observation to the digital recording (video frame number), and any accompanying digital still images (JPEG or BMP).

Any out-of-focus video recordings, or portions thereof, shall be cause for rejection of the video recording and will necessitate re-televising at the Contractor's expense. Televising shall be done one section at a time. Inspections shall be performed using NAASCO's PACP version 7.0.4. The sewer pipe video inspection reports must be saved with the PACP overview report.

Audio and video observation documentation is to be provided in the most up-to-date form of a NAASCO PACP (V7.0.4) coding methodology database. The PACP Version 7.0.4 data base shall include all header information as well as any observations recorded. Links to the videos and the .pdf format of the reports shall be included within the data base. This data base shall be updated monthly and shall contain every observation from the beginning of the project through current delivery date.

The deliverable video files shall be full-color, high-resolution, and shall include all pipe surfaces above the water line. At each lateral and connected service line, the camera shall stop, rotate, and record a clear image of the lateral or service line to determine condition and if it is active or inactive.

The Contractor is required to submit **one** Microsoft Access Database, consistent with PACP version 7.04, that includes all inspection data, condition data, and PACP ratings. If more than one MS Database is provided or if inspection data is missing from the database, the Village will reject the database(s) and require the Contractor to revise and resubmit until sufficient with requirements.

The television inspection reports shall be provided both electronically in Adobe Acrobat Reader ".pdf" format as well as two bound hardcopies of the printed paper report. The file naming format shall follow a similar format to the video naming format. **Each inspection report shall be named according to the "upstream manhole number – downstream manhole number.pdf" format. For example, a pipe segment with an upstream manhole of 12345 and downstream manhole 67890 would be named "12345 - 67890.pdf".**

The final report files, electronic pdf formats, shall include a still shot image of **every observation**. These detailed reports shall include the following information at a minimum:

- Project Name
- System Owner Name
- Survey Customer Name
- Contractor Name, Phone Number & Address
- Surveyor's Name & PACP Certification Number
- Date and Time of Televising
- Location (Street Name and Number)
- Address (nearest to each manhole)
- Rim to Invert (for both Upstream & Downstream Manholes)
- Pipe Segment ID Number
- Upstream Manhole Number & Downstream Manhole Number
- Weather
- Segment Length
- Joint Length
- Pipe Material
- Pipe Height (and Width if not Circular)
- Total Pipe Length
- Total Length Surveyed
- Flow Control
- Tape/Media Number
- Pre-Cleaning / Cleaning method
- Pipe condition observations (i.e. grease, roots, deposits, cracks, fractures, sags voids etc.)
- Location of all service connections (description of active vs. inactive)
- Location of all manholes
- Still shot photos of each observation
- NASSCO – Structural, O&M and Overall Ratings

The Contractor shall be responsible for accurately recording the Pipe Segment ID Number from the Village GIS map for each pipe segment for inclusion into the pipe inspection record header information. Please note that each Pipe Segment ID Number is unique to each MH to MH section. Final acceptance of data will not be considered if the Pipe Segment ID Number is recorded incorrectly. The Village GIS map will be provided in both .pdf and hard-copy formats.

Daily Data Delivery

The Contractor shall provide daily reports for the previous day's work to the Engineer. The Contractor shall call the Village or Engineer with critical and/or emergency issues as they are encountered such as:

- Collapsed pipes
- >50% flow restriction
- Surcharged Pipes
- Utility pipes/cables through the sewer
- Buried manholes
- Any other potential emergency issues

The Contractor shall provide daily work summaries for the previous day's progress.

Monthly Data Delivery

The Contractor shall provide the Engineer with (2) hard drives prior to the submittal or processing of each invoice. The hard drives shall include the following information:

- The associated video files and .PDF forms for each line segment televised to date. One digital copy of all files shall be provided on portable USB hard drives.
- A detailed breakdown of segments cleaned and televised for each invoice shall be required including MH to MH segment, pipe size, length and date work was performed.
- A master spreadsheet that has a record for each line segment televised to date. The spreadsheet shall be in Excel format and shall have hyperlinks to both the video files and the associated .PDF of the scanned paper report for each section of sewer televised. The spreadsheet shall include the following information for each record - Upstream and Downstream Structure Numbers, Date Televised, Televised Length, Pipe Size, NASSCO Pipe Severity Rating, and links to both the Video and the .PDF files.

Final Data Delivery

At the end of the project, the Contractor shall provide two (2) complete sets of all digital video files on individual portable USB powered hard drives. The hard drives shall include the following information:

- **ONE** Microsoft Access Database in **PACP 7.0.4** format that includes all inspections and detail location, type, and severity of all defects. The database should include all inspection data, condition data, and all **PACP Ratings**.
- A Master Spreadsheet that has a record for each line segment televised to date. The spreadsheet shall be in Excel format and shall have hyperlinks to both the video files and the associated .PDF of the PACP & Pipe Segment View report for each section of sewer televised. The spreadsheet shall include the following information for each record - Upstream and Downstream Structure Numbers, Date Televised, Televised Length, Pipe Size, NASSCO Pipe Severity Rating, and links to both the Video and the .PDF files.
- All digital videos .mpg files, individual reports (in pdf format) of the PACP & Pipe Segment View Reports for each pipe section, to include a graphical representation of the pipe, service locations / directions, defect locations, **AND STILL-SHOT PHOTOS OF EACH OBSERVATION.**

- The Contractor shall hand-write notes on the maps provided by the Village. This shall include confirmation of sections that were completed, any variations discovered such as differing pipe diameter, missing pipe sections, missing manholes, etc. and labeled by the Contractor as necessary to correlate to video / photo / database labels. Also, any buried or unmapped manholes located shall be marked with dimensions to upstream and downstream manholes.
- All USB flash drives and portable USB hard drives shall become the property of the Village upon delivery.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Linear Foot** for CCTV INSPECTION WITH LIGHT CLEANING per sewer type and pipe size range and shall include all labor and material required for television inspection, light cleaning, electronic media, digital database and all appurtenances required to complete the work. The total quantity for each section shall be the measured straight line distance in Linear Feet from the center of manhole to center of manhole, regardless of the number of set-ups required. The Contractor will not be paid for redundant or overlapping CCTV inspections.

ITEMS #12 TO #17: HEAVY CLEANING

Heavy cleaning shall be required where it has been determined that large deposits of debris remain in the sewer lines and complete cleaning of the segment would require more than the industry standard three (3) passes through the line with high pressure water jetting equipment. Wherever four (4) or more passes are required to completely clean the pipe segment, it shall be brought to the attention of the Engineer so that this item can be approved by the Engineer before proceeding to "Heavy Cleaning" of the sewer. Without prior knowledge or approval by the Engineer or Village, the Village reserves the right to deny payment for "Heavy Cleaning".

Equipment

The heavy cleaning equipment to be used shall facilitate the removal of such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. to permit a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection. The pipe must be free flowing with no obstructions to allow for a complete and thorough inspection.

Bucket machines, rodding machines, lumberjacks, augers and 120 gpm or higher hydro jetting equipment can be utilized in this heavy-duty cleaning. Where bucket machines and buckets are to be used, caution should be taken that a proper sized flexible cable be used so that breakage will not occur hanging the cleaning equipment up within the sewer lines.

Execution

No debris shall pass into downstream segments during the cleaning operation. The video inspection must begin before the heavy cleaning takes place, in order to get visual confirmation of the initial pipe condition.

The Contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The Contractor is responsible for completing all necessary cleanup and restoration required as a result of backups or flooding onto/into public or private property at no additional cost to the Village.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Linear Foot** for HEAVY CLEANING per pipe size range and shall include all material, and labor required. The total quantity for each section shall be the measured straight-line distance in Linear Feet from the center of manhole to center of manhole, regardless of the number of set-ups required. This pay item must be approved by the Engineer prior to proceeding. HEAVY CLEANING shall be paid for as an additional cost to item CCTV INSPECTION WITH LIGHT CLEANING per sewer type and pipe size range.

ITEMS #18 TO #23: ROOT CUTTING

Root cutting shall be required where it has been determined that root growth is substantial and cutting would be required to facilitate a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection.

Wherever root cutting is required it shall be brought to the attention of the Engineer so that this item can be approved by the Engineer before proceeding to "Root Cutting" of the sewer. Without prior knowledge or approval by the Engineer or Village, the Village reserves the right to deny payment for "Root Cutting."

The root cutting tools shall be the industry standard concave saws, flat saws, water blasters or chain knockers and shall be carefully selected to ensure no damage is caused to the sewer main or any portion of the lateral including protruding laterals. Extreme caution should be taken when operating root cutters in the sewer and a video inspection shall be on the root cutter at all times to ensure damage is not caused from root cutting.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Linear Foot** for ROOT CUTTING per pipe size range and shall include all material, and labor required. The total quantity for each section shall be the measured straight-line distance in Linear Feet from the center of manhole to center of manhole, regardless of the number of set-ups required. This pay item must be approved by the Engineer prior to proceeding. Any damages caused to the sewer main or sewer service lateral during tap cutting shall be the responsibility of the Contractor and shall be repaired at no additional expense. ROOT CUTTING shall be paid for as an additional cost to item CCTV INSPECTION WITH LIGHT CLEANING per sewer type and pipe size range.

ITEM #24: CUT PROTRUDING TAPS

For break-in service connections that protrude more than one inch into the sewer, the Contractor shall remove the protruding portion of the tap in preparation for cured-in-place pipelining. Cutters used shall be power-driven cutting devices (lateral cutters) designed to remove protruding taps.

Cutters shall be capable of slicing laterally through cast iron, 3/4" rebar and anchors, clay tile, and concrete protruding into sewer lines.

The Contractor shall cut protruding taps so that protrusions are no greater than 1/2 inch. While using a protruding tap cutter, slow RPM will cut more effectively than rapid RPM. The Contractor shall maintain a steady flow and RPM while cutting and shall flush cut and broken pieces out before proceeding. If a protruding tap cannot be removed by the cutting device, then the Engineer shall be notified to determine if a point repair will be necessary. Obtain authorization from the Engineer before proceeding.

The Contractor shall record the tap cutter while removing protruding taps through CCTV inspection. Prior to payment for each cut protruding tap, the Contractor shall submit the protruding tap removal video recording and pre and post video recordings of the main pipe.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Each** for CUT PROTRUDING TAPS and shall include all material, and labor required. Protruding taps shall be cut with approved lateral cutters and shall not be cut with root saws. Any damages caused to the sewer main or sewer service lateral during tap cutting shall be the responsibility of the Contractor and shall be repaired at no additional expense.

ITEM #25: EMERGENCY CREW LABOR (TV TRUCK AND VAC TRUCK)

This item will cover the scope of work for emergency On-Call services related to cleaning and televising work that does not fall under a specific bid item on this project. In the event of an emergency, the Village may request CCTV inspection services within the calendar year of the Contract start with a required response time of less than 24 hours. The Contractor shall provide a complete cleaning and televising crew outfit with all of the equipment necessary for cleaning and televising to be performed on an hourly basis required of the emergency, no less than 4 hours on site. Response to requests for Emergency On-Call CCTV Inspection not within the required 24-hour emergency response time frame will be paid at the applicable non-emergency per-foot rate. Emergency inspection may require cleaning and televising of service laterals where Contractor must furnish necessary equipment. Contractor is to remain as the Emergency Crew Labor on-call for 1 calendar year after start of Contract.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per hour (minimum 4 on site hours)** for EMERGENCY CREW LABOR (TV TRUCK AND VAC TRUCK) and shall include all labor, equipment and materials required to complete the work.

ITEM #26: ON-CALL CREW LABOR HOURS (TV TRUCK AND VAC TRUCK)

Description. This item will cover the scope of work for additional On-Call services related to cleaning and televising work that does not fall under a specific bid item on this project. Requirements for On-Call Labor Hours are that they must be approved by the Village in advance of the Contractor performing the work. The Contractor shall provide a complete cleaning and

televising crew outfit with all of the equipment necessary for cleaning and televising to be performed at an hourly rate. On-Call inspection may require cleaning and televising of service laterals where Contractor must furnish necessary equipment, services related to dyed water flooding, or anything additional and beyond the Contract with prior approval by the Village. The Contractor is to remain as the On-Call crew for 1 calendar year after start of contract.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Hour** for ON-CALL LABOR HOURS and shall include all labor, equipment and materials required to complete the work.

ITEM #27: LOCATE AND MARK PIPE DEFECT

This item shall include field locating, field marking, and a GPS point survey of pipe failures and major system defects. The Engineer will provide direction during the course of the project as to what specific pipe conditions (PACP 7.0.4 codes) shall be located in this manner. The defects that are required to be located are as follows:

- Collapsed Pipe
- Deformed Pipe
- Hole in Pipe
- Lining Failure
- Infiltration: Gusher
- Impassable Blockages
- Utility pipes/cables through sewer
- Other Potential Emergency Issues

The location shall be determined above ground via two methods. First, a camera-mounted sonde and compatible detection wand shall be utilized to locate and paint / flag the location while the camera is halted at the failure / defect point. Second, the Contractor shall utilize a measuring wheel or tape to measure from the manhole to the failure point (based on camera reel counter footage) for confirmation that the correct location is marked. Upon confirmation of location, the failure point shall be thoroughly painted (oil-based white) in paved areas and staked in vegetated areas. The defect shall be labeled with the applicable PACP code abbreviation. A GPS coordinate shall then be obtained to sub-meter accuracy.

Basis of Payment

This item shall be paid at the Contract Unit Price **per each** for LOCATE AND MARK PIPE DEFECT located and shall include all labor, equipment and materials required to complete the work. The Engineer must visually inspect the defect before approving the locating of the defect.

ITEM #28: LOCATE BURIED MANHOLE

This item shall include field locating, field marking, and a GPS point survey of buried manholes. The location shall be determined above ground via three methods. First, a camera-mounted sonde and compatible detection wand shall be utilized to locate and paint / flag the location while the camera is halted within the buried manhole. Second, the Contractor shall utilize a measuring wheel or tape to measure from the entry manhole to the buried manhole (based on camera reel counter footage) for confirmation that the correct location is marked. Third, a metal detector shall be utilized to confirm location if possible. Upon confirmation of location, the buried manhole shall

be thoroughly painted (oil-based white) in paved areas and staked in vegetated areas. A GPS coordinate shall then be obtained to sub-meter accuracy. The Contractor shall also send an area photograph of the location to the Engineer showing the marked location and its surroundings.

Basis of Payment

This item shall be paid at the Contract Unit Price **per each** for LOCATE BURIED MANHOLE and shall include all labor, equipment and materials required to complete the work. The Engineer must be notified as soon as the manhole has been found via CCTV. The manhole must be drawn onto the field map, as well as clearly marked on the ground.

ITEM #29: EASEMENT AND ACCESS TO BACKYARDS

This is defined as cleaning and televising in the backyard where the work requires the set-up of equipment in a backyard easement. The use of easement machines, duramats (or equivalent), surface televising of the area beyond the ROW required to access the structures, and additional measures as necessary to prevent damage and accomplish the task shall be included in this item.

Cleaning and televising of easement mains, where setup and removal of material can be undertaken from adjacent manholes in the public right-of-way do not qualify to be paid for as Easement Access to Backyards.

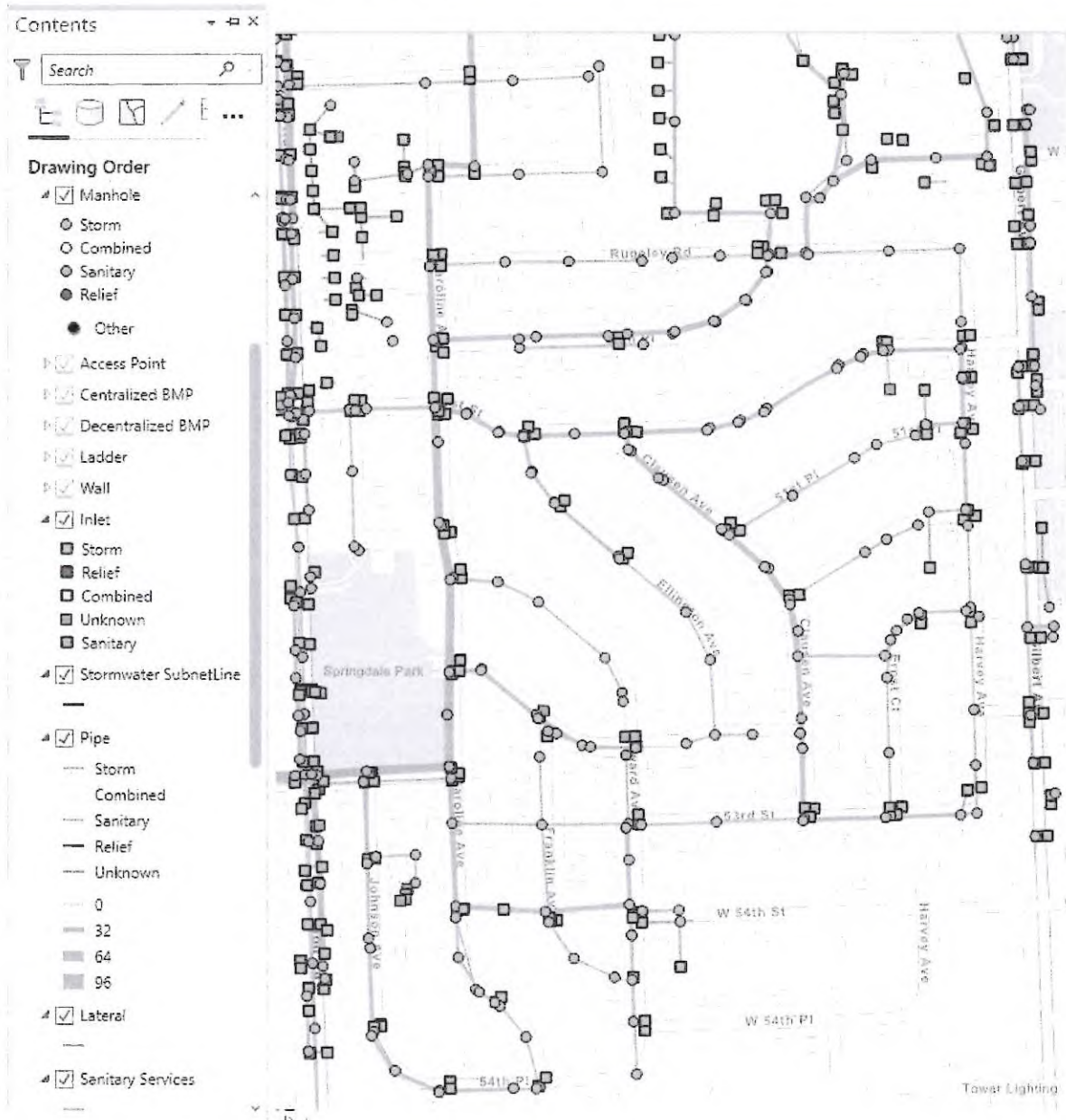
Extreme caution shall be exercised to protect the existing trees, signs, light posts, etc. within or near the limits of all work.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Linear Foot** as EASEMENT AND ACCESS TO BACKYARDS and paid for as an additional cost to item CCTV INSPECTION WITH LIGHT CLEANING per sewer type and pipe size range.

APPENDIX

A. Springdale Subdivision Sewer Map



B. Ridgewood Subdivision Sewer Map



AGREEMENT

Agreement made this the July 11th in the year 2022 by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, hereinafter called "Village" and National Power Rending Corp. hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide for **2022 Sewer Televising Program**
2. The Contractor agrees that he will be available to commence work on or before **AUGUST 1ST, 2022**. The Village shall retain services with the Contractor for one calendar year, as to account for completion of the planned work any additional work that the Village shall request from the Contractor.
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated **JULY 6TH**, a copy of which is attached hereto and incorporated into this Agreement, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on June 23
 - B. Instructions to Bidders dated June 23
 - C. Proposal dated July 6
 - D. Schedule of Bid Prices submitted by NPR dated July 6
 - E. General Conditions dated July 6
 - F. General Special Provisions dated July 6
 - G. Technical Special Provisions dated July 6
 - H. Contractor's Drug Free Workplace Certification dated July 6
 - I. Contractor's Certification Regarding Non-Payment of Compensation dated July 18

- J. Map
- K. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- L. Required Performance and Payment Bonds.
- M. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor:

By: _____
(Name and Title)

*Corporate Seal of corporation

Attest:

By: _____
(Name and Title)

Village of Western Springs

By: Alice Gallagher
Alice Gallagher, Village President

*Village Seal

By: Elaine Haeske
Elaine Haeske, Deputy Village Clerk

PROPOSAL

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **2022 Sewer Televising Program**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of construction, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to begin work by **August 1, 2022**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

National Power Rodding Corp.
2500 West Arthington Street
Chicago, IL 60612

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address):

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

BOND AMOUNT: Five Hundred and 00/100

(\$500.00)

PROJECT:

(Name, location or address, and Principal number, if any)

2022 Sewer Televising Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

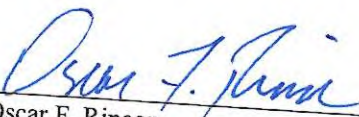
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of July 2022



(Witness) Reid W. Ruprecht, Vice President



(Witness) Oscar F. Rincon

National Power Rodding Corp.
(Principal)

(Seal)

(Title) William T. Kreidler, President

Travelers Casualty and Surety Company of America
(Surety)

(Seal)

(Title) Peter S. Forker, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **July**, 2022.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 6th day of July, 2022, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Travelers Casualty and Surety Company of America, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Oscar F. Rincon
Notary Public in the State of Illinois
County of Cook

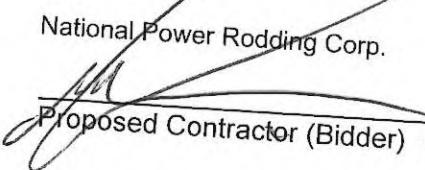
bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

National Power Rodding Corp.

July 6, 2022
Date


Proposed Contractor (Bidder) William T. Kreidler, President


Witness Reid W. Ruprecht, Vice President

SCHEDULE OF BID PRICES

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a one (1) year period from the date that this proposal has been submitted.

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
1	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (6"-12")	LF	10000	\$ 2.00	\$ 20,000.00
2	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (15"-18")	LF	6500	\$ 3.00	\$ 19,500.00
3	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (21"-27")	LF	3500	\$ 3.50	\$ 12,250.00
4	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (30"-42")	LF	1800	\$ 5.00	\$ 9,000.00
5	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (44"-60")	LF	3000	\$ 5.00	\$ 15,000.00
6	CCTV Inspection with Light Cleaning of Sanitary Sewers (8"-12")	LF	32000	\$ 2.00	\$ 64,000.00
7	CCTV Inspection with Light Cleaning of Sanitary Sewers (15"-18")	LF	3500	\$ 3.00	\$ 10,500.00
8	CCTV Inspection with Light Cleaning of Sanitary Sewers (21"-27")	LF		\$ 50.00	\$
9	CCTV Inspection with Light Cleaning of Sanitary Sewers (30"-42")	LF		\$ 50.00	\$
10	CCTV Inspection with Light Cleaning of Sanitary Sewers (48"-60")	LF		\$ 50.00	\$
11	CCTV Inspection with Light Cleaning of Sanitary Sewers (96")	LF		\$ 200.00	\$
12	Heavy Cleaning (8" - 12")	LF	2000	\$ 1.00	\$ 2,000.00
13	Heavy Cleaning (15" - 18")	LF	1500	\$ 1.00	\$ 1,500.00
14	Heavy Cleaning (21" - 27")	LF	500	\$ 3.00	\$ 1,500.00
15	Heavy Cleaning (30" - 42")	LF	300	\$ 5.00	\$ 1,500.00

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
16	Heavy Cleaning (48"-60")	LF	500	\$ 5.00	\$ 2,500.00
17	Heavy Cleaning (72"-96")	LF		\$ 150.00	\$
18	Root Cutting (8" - 12")	LF	1000	\$ 1.00	\$ 1,000.00
19	Root Cutting (15" - 18")	LF	1000	\$ 1.00	\$ 1,000.00
20	Root Cutting (21" - 27")	LF	1000	\$ 2.00	\$ 2,000.00
21	Root Cutting (30" - 42")	LF	1000	\$ 2.00	\$ 2,000.00
22	Root Cutting (44"-60")	LF	1000	\$ 2.00	\$ 2,000.00
23	Root Cutting (72"-96")	LF		\$ 150.00	\$
24	Cut Protruding Taps	EA	10	\$ 100.00	\$ 1,000.00
25	Emergency Crew Labor (TV Truck and VAC Truck)	HR*		\$ 850.00	\$
26	On-Call Crew Labor Hours (TV Truck and VAC Truck)	HR		\$ 700.00	\$
27	Locate and Mark Pipe Defect	EA	2500	\$ 3.00	\$ 7,500.00
28	Locate Buried Manhole	EA	4	\$ 250.00	\$ 1,000.00
29	Easement and Access to Backyards	LF		\$ 25.00	\$
TOTAL:				\$ 176,750.00	

BASE BID TOTAL One Hundred Seventy Six Thousand Seven Hundred Fifty and 00/100
 *(Minimum 4 on site hours) (in writing)

Name of Bidder: National Power Rodding Corp.
Address: 2500 W Arthington St.
Chicago, IL 60612
Telephone No. 312-666-7700 Fax No. 312-666-0748
Signature: [Signature]
Name and Title: *(Please Print)* William T. Kreidler, President
Date: July 6, 2022
Subscribed and sworn before me this 6th day of July, 20 22

My Commission Expires: 12/28/2025

Amanda M Camarena



GENERAL CONDITIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Costs

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the

Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Additional Work

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit their charges for performing the work and shall not proceed until the Director of Municipal Services or their designee, has approved the charges in writing.

The Village shall retain services with the Contractor for one calendar year, as to account for any additional work that the Village shall request from the Contractor.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom of Information Act Requests.

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify

and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default		
<u>Original Contract Amount</u>		
from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove their equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and

assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Nonappropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of nonappropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials, and such

responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers.

Responsibility for Construction-Safety-Shoring-Scaffolding-Construction Methods

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is

prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(A) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantees of Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and

- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.
- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

National Power Rodding Corp.

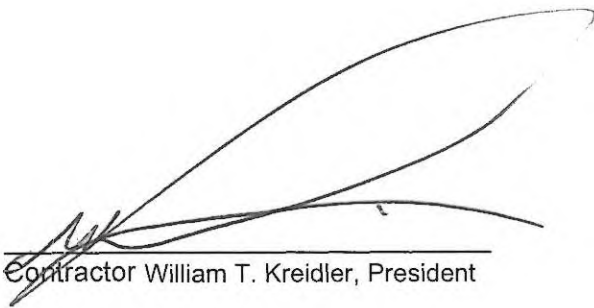
Contractor William T. Kreidler, President

Date: July 6, 2022

Attest

CONTRACTORS CERTIFICATION REGARDING NON-PAYMENT OF COMPENSATION Reid W. Ruprecht, Vice President

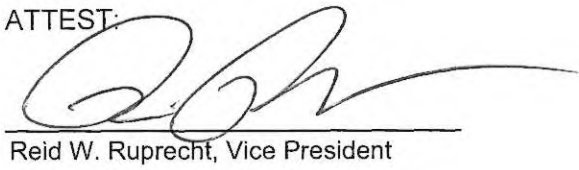
William T. Kreidler hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.



Contractor William T. Kreidler, President

DATED: July 6, 2022

ATTEST:



Reid W. Ruprecht, Vice President



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-0748

www.nationalpowerrodding.com

REFERENCES

1. **Buena Vista Charter Township** **\$380,000.00**
1160 S. Outer Dr.
Saginaw, MI 48601
Cleaning and Televising of Sanitary Sewer Utilities Completed
05/2022
2. **City of Wausau** **\$350,000.00**
Diane L. Thoun, P.E., 715-845-1333 (Diane.Thoun@clarkdietz.com)
407 Grant St.
Wausau, WI 54403
Industrial Park Force Main Rehab - Clean & TV 14" Force Main Completed
04/2022
3. **Village of McCook** **\$70,000.00**
Thomas R. Brandstedt, 630-887-8640 (tbrandstedt@novotnyengineering.com)
5000 Glencoe Ave.
McCook, IL 60525
Sanitary Sewer Cleaning, Televising and Smoke Testing Completed
01/2022
4. **City of East Chicago** **\$2,678,152.75**
Shawn H. Strange, P.E. 317-216-7705 (ssstrange@firstgroupengineering.com)
5925 Lakeside Blvd.
Indianapolis, IN 46278
2021 Roxanna Neighborhood Storm Study Pipelining Completed
01/2022
5. **North Shore Water Reclamation District** **\$75,000.00**
Greg Grenyo (GrGrenyo@northshorewrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Lake Forest Forcemain and Sewer (F7) Inspection Completed
12/2021
6. **City of East Chicago** **\$280,000.00**
Anthony Kennig, 219-836-5884, Ext. 205 (akennig@dlz.com)
c/o DLZ Engineering
900 Ridge Rd., Suite L
Munster, IN 46321
Indianapolis Blvd. Sewer Investigation Completed
12/2021
7. **Village of Hinsdale** **\$45,000.00**
Mark Pelkowski, 630-789-7058 (mpelkowski@villageofhinsdale.org)
19 E. Chicago Ave.
Hinsdale, IL 60521
Sewer Cleaning, Televising & Root Cutting, Bid #1680 Completed
12/2021
8. **Village of LaGrange** **\$20,000.00**
Timothy Carter, 630-352-8751 (tcarter@baxterwoodman.com)
c/o Baxter & Woodman
8678 Ridgefield Rd.
Crystal Lake, IL 60012
2021 Sewer Cleaning & Televising Project, 2021-009 Completed
12/2021



NATIONAL POWER RODDING

A Carylton Company

REFERENCES

9. **Village of Machesney Park** **\$130,000.00**
Christopher Dopkins, 815-636-9590 (cdopkins@mcmgrp.net)
c/o McMahon Group
1700 Hutchins Dr.
Machesney Park, IL 61115
Harlem Road Improvements – Storm Sewer Clean & Televis
Completed
11/2021
10. **Kimberly Heights Sanitary District** **\$260,000.00**
Greg Kamplain, 815-412-2016 (GKamplain@reld.com)
C/O Robinson Engineering
10045 W. Lincoln Hwy
Frankfort, IL 60423
North Basin Lateral Grouting (21-R0400)
Completed
10/2021
11. **Village of Lombard** **\$65,000.00**
Ray Schwab, 630-620-5979 (schwabR@villageoflombard.org)
225 E. Wilson Ave.
Lombard, IL 60148
Sanitary Sewer CCTV Inspection and Cleaning, Project PROG 50 (FY21)
Completed
08/2021
12. **City of Cedar Rapids** **\$787,967.34**
David C. Stender Cell: 331-201-1492 (D.Stender@cedar-rapids.org)
Water Administration Building
1111 Shaver Rd NE,
Cedar Rapids, IA 52402
Anaerobic Sewer Inspection
Cleaning, Televising and Sonar of 22,000 LF of 18"-36" Anaerobic Sewer Main
Completed
08/2020
13. **City of Pueblo, CO** **\$2,448,260.00**
Chris Bratnick, (719) 553-2891; (cbratnick@pueblo.us)
1300 S Queens Ave
Pueblo, CO 81001
Large Main Cleaning – 20-018 (WWAN02)
Cleaning, Televising and Sonar of 7,924 LF of 48"-60" Sewer Lines
Completed
09/2020
14. **North Shore Water Reclamation District** **\$1,750,000**
Greg Grenyo, 847-623-6060 (GrGrenyo@northshorewrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Sewer Chemical Sealing
9/2019
15. **North Shore Water Reclamation District** **\$558,800**
Greg Grenyo, 847-623-2460 (GrGrenyo@northshorewrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Sewer Spot Lining
9/2019
16. **City of Joliet** **\$2,146,900**
Owen T. Dean, P.E., 815-724-4254 (odean@joliet.gov)
150 W. Jefferson St.
Joliet, IL 60432
West River Wall Sewer Cleaning Project
10/2019



REFERENCES

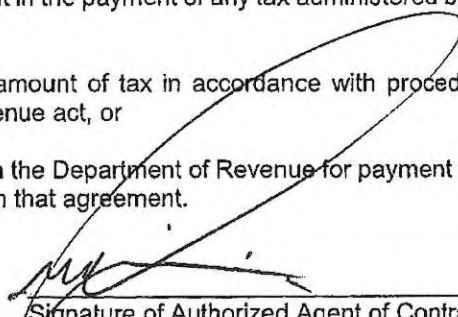
- | | |
|---|--|
| <p>17. City of Pueblo
Sonia Mondragon, P.E., 719-553-2890 (smondragon@pueblo.us)
1300 S. Queens Ave.
Pueblo, CO 81001
FY2019 Service Lateral Connection Grouting, Project #19-009 (WW1503)</p> | <p>\$870,690
<i>10/2019</i></p> |
| <p>18. Metropolitan Water Reclamation District
Frederick Wu, 312-751-4025, (WuF@mwrd.org)
100 E. Erie
Chicago, IL 60611
Television Inspection and Recording of Sewer and Manholes
Contract #13-806-2S</p> | <p>\$1,945,000
<i>11/2017 -
Present</i></p> |
| <p>19. Illinois State Toll Highway Authority
c/o SE3, LLC
Daniel Johnson, 630-641-9900 (djohnson@se3.us)
3041 Woodcreek Dr., Suite 211
Downers Grove, IL 60515
Clean and Televis Drainage System, Contract #RR-18-4384</p> | <p>\$1,050,000
<i>Completed
8/2018</i></p> |
| <p>20. Illinois State Toll Highway Authority
c/o Globetrotters Engineering Corporation
Ahmad Safi, PE, 312-907-2591 (ahmad.safi@gec-group.com)
300 S. Wacker
Chicago, IL 60606
Clean and Televis Drainage System, Contract #RR-18-4376</p> | <p>\$1,093,000
<i>Completed
7/2018</i></p> |
| <p>21. Illinois State Toll Highway Authority
c/o Interra, Inc.
Rupen Shah, 708-674-1923 (rshah@interraservices.com)
600 Territorial Dr.
Bolingbrook, IL 60462
Clean and Televis Drainage System, Contract #RR-18-4406</p> | <p>\$1,265,000
<i>Completed
10/2018</i></p> |

EXHIBIT A

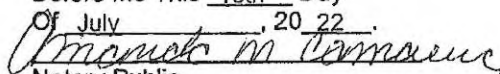
CERTIFICATION BY THE CONTRACTOR

I, William T. Kreidler, having being first
duly
sworn, depose and state that I am the
President
(insert "sole owner", "partner," president," or other proper title)
and the authorized agent of National Power Rodding Corp., which has
submitted a proposal to, and is entering into a contract with, the Village of Western Springs for
the performance of work in relation to the 2022 Sewer Televising Program Project in the Village
of Western Springs, and hereby certify on behalf of said company as follows:

1. That said company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. That said company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. That said company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - (a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.



Signature of Authorized Agent of Contractor
William T. Kreidler, President

Subscribed and Sworn To
Before Me This 18th Day
Of July, 2022.


Notary Public

Revised: 6/23/2022 9:08 AM



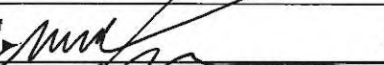
Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. National Power Rodding Corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 2500 W. Arthington St.	Requester's name and address (optional)
	6 City, state, and ZIP code Chicago, IL 60612	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][]-[][]-[][][][][][][] or Employer identification number [3][6]-[2][9][3][3]-[1][4][0]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Sign Here Signature of U.S. person ▶  Date ▶ 07/18/2022 William T. Kreidler, President
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008		CONTACT NAME: Christina Cunningham, Client Service Mgr Sr. PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: christina_cunningham@ajg.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	
		INSURER B: American Zurich Insurance Company	
		INSURER C: American Guarantee and Liability Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 369326117	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		GLO 9377201-18	10/31/2021	10/31/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		BAP 9377199-18	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			AUC 5916947-16	10/31/2021	10/31/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9377202-18	10/31/2021	10/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Western Springs, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are shown as additional insureds solely with respect to General Liability on a primary and non-contributory basis and on Auto Liability coverage as evidenced herein as required by written contract with respect to work performed by the named insureds. A waiver of subrogation in favor of additional insureds are included under the Workers Compensation coverage as evidenced herein as required by written contract. Umbrella follows form. 60 Days prior written notice of Cancellation applies in favor of Certificate holder as required by written contract.

CERTIFICATE HOLDER Village of Western Springs 740 Hillgrove Avenue Western Springs IL 60558	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ZURICH

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 9377201-18

Effective Date: 10/31/2021

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRES THE ISO CG2010 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.	GLO 9377201-18	Effective Date:	10/31/2021
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This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRED THE ISO CG2037 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME

Location And Description of Completed Operations:

ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

Additional Premium:

Included

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

Policy Number
GLO9377201-18

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION

Effective Date: 10-31-21

12:01 AM., Standard Time

Agent Name GALLAGHER

Agent 24059-000

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BLANKET NOTICE TO OTHERS OF CANCELLATION

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:

1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS;
- A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; ORB. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;
3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
4. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.

B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED

INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.

C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

1. EXTEND THE COVERAGE PART CANCELLATION DATE;
2. NEGATE THE CANCELLATION; OR
3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.

E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number
GLO 9377201-18

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION

Effective Date: 10/31/2021

12:01 AM., Standard Time

Agent Name GALLAGHER

Agent 24059 000

NAMED INSURED

CARYLON CORPORATION
VIDEO INDUSTRIAL SERVICES, INC.
ACE PIPE CLEANING, INC.
NATIONAL PLANT SERVICES, INC.
DEEP SOUTH INDUSTRIAL SERVICES, INC.
NATIONAL POWER RODDING CORP.
ODESCO INDUSTRIAL SERVICES, INC.
SEWER SYSTEM EVALUATIONS, INC.
NATIONAL INDUSTRIAL MAINTENANCE, INC.
MOBILE DREDGING & VIDEO PIPE, INC.
NATIONAL WATER MAIN CLEANING COMPANY
METROPOLITAN ENVIRONMENTAL SERVICES, INC.
BIO-NOMIC SERVICES, INC.
ROBINSON PIPE CLEANING CO.
ROBINSON PIPE SERVICES, INC.
BEARY PROPERTIES, INC.
DEEP SOUTH SOLUTIONS, INC.
SPECIALIZED MAINTENANCE SERVICES, INC.
NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC.
SELECT TRANSPORTATION, INC.
VIDEO PIPE SERVICES, INC.
NATIOINAL INDUSTRIAL MAINTENANCE - MICHIGAN, INC.
BEARY MANAGEMENT SERVICES, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP-UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.



- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60__

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO9377201-18	10/31/2021	10/31/2022		24059000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Other Insurance Amendment - Primary And Non-Contributory

ZURICH')

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9377201-18	10/31/2021	10/31/2022	10/31/2021	24059000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Carylton Corporation

Address (including ZIP Code): 2500 Arthington; Chicago, IL 60612

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Policy Number: WC 9377202-18
WC 00 0313

(Ed. 4-84)

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Policy Number
BAP9377199-18

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION

Effective Date: 10/31/2021

12:01 A.M., Standard Time

Agent Name GALLAGHER

Agent No. 24059-000

NAMED INSURED

CARYLON CORPORATION
ACE PIPE CLEANING, INC.
BEARY PROPERTIES, INC.
BIO-NOMIC SERVICES, INC.
DEEP SOUTH INDUSTRIAL SERVICES, INC.
DEEP SOUTH SOLUTIONS, INC.
METROPOLITAN ENVIRONMENTAL SERVICES, INC.
MOBILE DREDGING & VIDEO PIPE, INC.
NATIONAL INDUSTRIAL MAINTENANCE, INC.
NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC.
NATIONAL PLANT SERVICES, INC.
NATIONAL POWER RODDING CORP.
NATIONAL WATER MAIN CLEANING COMPANY
ODESCO INDUSTRIAL SERVICES, INC.
ROBINSON PIPE CLEANING CO.
ROBINSON PIPE SERVICES, INC.
SEWER SYSTEM EVALUATIONS, INC.
SPECIALIZED MAINTENANCE SERVICES, INC.
VIDEO INDUSTRIAL SERVICES, INC.
SELECT TRANSPORTATION, INC.
BEARY MANAGEMENT SERVICES, INC.
NATIONAL INDUSTRIAL MAINTENANCE -
MICHIGAN, INC.
VIDEO PIPE SERVICES, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CARYLON CORPORATION

Endorsement Effective Date: 10/31/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THE POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

Policy Number

BAP 9377199-18

Renewal of Number

BAP 9377199-17

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL AUTO COVERAGE PART

- A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:
1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
 - A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; OR
 - B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
 2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;
 3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
 4. MUST BE ACCURATE.
- SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.
- B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.
- C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.
- D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:
1. EXTEND THE COVERAGE PART CANCELLATION DATE;
 2. NEGATE THE CANCELLATION; OR
 3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
- E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



ZURICH®

Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9377199-18	10/31/2021	10/31/2022	10/31/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts Performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the " accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer of Rights of Recovery against Others to Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation or Fraud** Condition: However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025

AGENDA ITEM D.7.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Sidewalk Shaving Program - Murphy Construction Services, LLC Contract Renewal

Recommendation

Review and recommend approval of the renewal letter from Murphy Construction Services, LLC for sidewalk shaving services

Summary

Attached for the Committee's review and approval is a renewal letter from Murphy Construction Services, LLC for the Village's Sidewalk Shaving Program. This will be the first renewal for the contract which was awarded by the Village on April 22, 2024.

Financial Impact

The contract was awarded for a unit price of \$19.55 per inch/ft.

Recommended Motion

I move to recommend approval of the first renewal for the Village's Sidewalk Shaving Program for a one-year period with Murphy Construction Services, LLC for the unit price of \$19.55 per inch/ft.

Strategic Plan Alignment

File Attachments

1. 2025 Contract Renewal - Murphy Construction
2. Murphy Construction Bid



VILLAGE OF WESTERN SPRINGS

740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800

wsprings.com

VILLAGE PRESIDENT

Heidi Rudolph

VILLAGE TRUSTEES

James Tyrrell

Nicole Chen

Alan Fink

Scott Lewis

Amy Avakian

Philip Nawrocki

VILLAGE CLERK

Edward Tymick

VILLAGE MANAGER

Ellen Baer

DEPUTY MANAGER

Casey Biernacki

DIRECTORS

Patrick Schramm

Matthew Supert

Aleks Briedis

Jeff Koza

John Mastandona

Sean Gilhooley

Heather Valone

Brian Scott

January 8, 2025

Murphy Construction Services, LLC
Mr. Jason Guerin
16W273 83rd Street, Suite D
Burr Ridge, IL 60527

Dear Jason,

This letter is to confirm that the Village of Western Springs will renew the **Sidewalk Shaving Program-Agreement Contract for 2025.**

By signing and returning this document, you are also accepting the 2025 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Jason Guerin

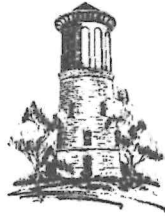
Title Project Manager

Signature [Handwritten Signature]

Date 1/8/25



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR
2024 PUBLIC SIDEWALK SAW CUTTING
THURSDAY, APRIL 2ND, 2024
10:00 A.M. (PREVAILING TIME)

SCHEDULE OF BID PRICES

2024 SIDEWALK SAW CUTTING
THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK
TO BE PERFORMED UNDER THIS CONTRACT

Items	Unit	Unit Price
Sidewalk Saw Cutting	Inch Ft	\$19.55

CONTRACTOR Murphy Construction Services

ADDRESS 16 W 273 83rd St, Suite D
Burr Ridge, IL 60527

PHONE NUMBER 630-654-8242

FAX NUMBER 630-654-0730

DATE 3/28/24

PROPOSAL

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **2024 SIDEWALK SAW CUTTING**

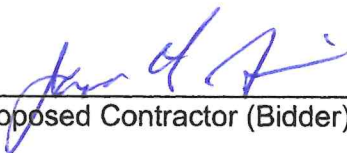
1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of construction, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to begin work by **JUNE 1, 2024**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment

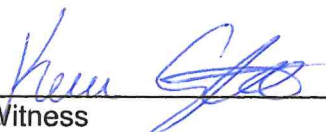
bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work, and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service, and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

3/28/24
Date


Proposed Contractor (Bidder)


Witness

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Murphy Construction Services, LLC

16W273 83rd St., Suite D, Burr Ridge, IL 60527

as Principal, hereinafter called the Principal, and U.S. Specialty Insurance Company

13403 Northwest Freeway, Houston, TX 77040-6094

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Western Springs, Illinois

740 Hillgrove Avenue, Western Springs, IL 60558

as Obligee, hereinafter called the Obligee, in the sum of Five Hundred Dollars and 00/100

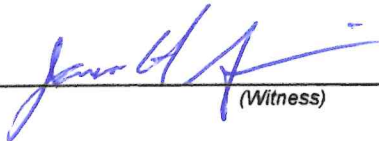
Dollars (\$ 500.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2024 Sidewalk Saw Cutting

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

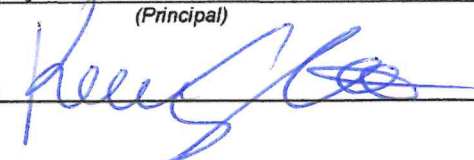
Signed and sealed this 28th day of March, 2024


(Witness)

Murphy Construction Services, LLC

(Principal)

(Seal)

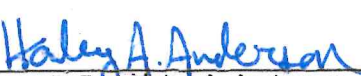
By: 

(Title)

U.S. Specialty Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Haley A. Anderson

(Title)

John P. Harney

(Witness)





POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Haley A. Anderson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: Bid Bond Amount of Bond: See Bond Form
Principal: Murphy Construction Services, LLC
Obligee: Village of Western Springs, Illinois

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

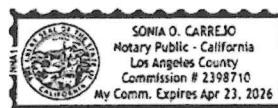
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of March, 2024.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary

**CONTRACTOR'S CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION**

Murphy Construction Services hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

James H. A.
Contractor

DATED: 3/28/24

ATTEST:

Ken G.

SPECIFICATIONS FOR CONSTRUCTION

The following Specifications and other provisions together with the Special Provisions shall govern the construction of the proposed improvement and will be made a part of the Contract.

- A. Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, published by the Illinois Department of Transportation (IDOT).
- B. Supplemental Specifications and Recurring Special Provisions, adopted January 1, 2018, published by IDOT.
- C. "Bureau of Local Roads and Streets, Special Provisions and Specifications", published by IDOT.
- D. "Inserted Special Provisions", adopted subsequent to issuance of Supplemental Specifications and Recurring Special Provisions.
- E. "Manual on Uniform Traffic Control Devices for Streets and Highways", adopted by IDOT.

Before submitting the proposal, bidders should read all the above mentioned documents along with the Special Provisions and familiarize themselves with all requirements of same.

Before submitting proposals, bidders should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted. Submission of a Proposal implies that the bidder is full conversant with all requirements of Standard Specifications, Special Provisions, Standard Drawings, and site conditions.

No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

SPECIAL PROVISIONS FOR CONSTRUCTION

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of the improvement. In case of conflict with a part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

SPECIAL PROVISIONS 2024 SIDEWALK SAW CUTTING

PROJECT DESCRIPTION

The work shall consist of saw cutting sidewalk trip hazards at locations designated and within the criteria established by the Village Engineer and/or the Department of Municipal Services. **No grinding of sidewalks will be allowed.** The contractor will be directed to work in a preselected area of the City/Village until the contract quantity has been achieved. In addition, the City/Village will also give the Contractor a list of various saw cutting locations that may be distributed throughout the City/Village limits.

PRESELECTED AREAS

The work should be completed in **Field Park subdivision**, moving west to east. The project area is bounded by the southside of Ogden Avenue to the northside Burlington Avenue (north-south) and the westside of Gilbert Avenue to eastside of Wolf Road (east-west).

Project staging and coordination will be completed during a pre-construction meeting with the Public Works Division.

A map is included as **Attachment A**

QUALIFICATION OF CONTRACTORS

Any contractor submitting a bid on this project must demonstrate competence, reliability, and be actively engaged in this specific type of work. The contractor must demonstrate competence prior to submitting a bid by including a history and references, listing completion dates, and submitting bonding information from prior projects, and/or performing an on-site demonstration of their capacity to perform the work as required. The contractor shall demonstrate their ability to repair hazards around obstacles such as utility boxes, manhole covers, curb and flow lines, etc. The City/Village reserves the right to disqualify a bid and/or contractor if they are deemed not to be competent or reliable. The City/Village reserves the right to select the bid deemed to be most advantageous to the City/Village.

LIMITATIONS ON OPERATIONS

1. **GRINDING OF SIDEWALKS SHALL NOT BE ALLOWED.**
2. All sidewalk saw cuts started in residential areas shall be completed by the end of the same work day in which they are started. Sidewalk saw cutting through driveways of adjoining business properties shall be completed within two (2) hours.
3. The Village Engineer or Public Works may direct saw cuts at locations other than construction joints. Saw cuts directed by the Engineer or Public Works will be paid for at the unit price bid.
4. No water-cooling is allowed which creates slurry and contaminates storm drains.

5. Any debris from sawing shall be removed from the sidewalk and/or pavement upon completion of each saw cut, to reduce tracking.
6. Air borne concrete dust resulting from the cutting process, shall be controlled with a dust abatement system including saw-mounted vacuum hoods. Remaining debris, cuttings, and concrete dust shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping or other objects in the vicinity of work. Concrete vacuums must be equipped with HEPA type A filters. Surface dust and debris must be swept and removed immediately.

SAW CUTTING OF SIDEWALKS, DRIVEWAYS, AND CURBS - DESCRIPTION

1. Contractor must remove hazards completely from one end of the raised sidewalk joint to the other, leaving a zero point of differential between slabs.
2. Contractor must repair sidewalk hazards without damage or visible markings to adjacent slab or curb.
3. The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property. The Contractor must not cause damage to landscaping, retaining walls, curbs, sprinkler heads, etc.
4. The footprint of the equipment must be able to accommodate a 3-4 foot wide sidewalk without imprinting tire tracks on sod or damage to landscaping.
5. All trip hazards marked for saw cutting must be removed in accordance with the American with Disabilities Act (ADA) requirements and the resulting finish shall be ADA compliant. Each offset must be tapered at a 1:8 slope and must have smooth uniform appearance and texture.
6. All saw cutting shall be done with diamond-tipped blades and saws capable of cutting at any angle and able to remove the concrete completely to all edges of the walk.
7. The contractor will provide the differential measurements and length of each trip hazard repaired with a detailed description of the location and when available GIS coordinates of each trip hazard.

SAW CUTTING CRITERIA

1. Sidewalk squares with an offset between 0.5" inch and 1.5" shall be cut.
2. Cross-cuts shall be performed on any adjacent sidewalk that contains deficiencies outside the listed criteria.
3. Sidewalk squares that contain cracks less than ½ inch wide and have an offset within the above criteria.
4. If saw cutting is needed at curb ramps either the curb or sidewalk may be cut provided that after the cutting, the flow line of the curb is not changed in anyway. The lowest part of the cut shall be above the flow line of the curb and there must be positive drainage across the curb to the flow line.
5. Sidewalk survey and report: The contractor shall provide a detailed sidewalk survey of the project area indicating addresses or locations for future removal and replacement of slabs that either exceed the sawing criteria or exhibit other defects as follows:
 - a. Cracking: A random crack greater than 3/8 inch wide exists
 - b. Spalling: Spalling exceeding 25% of the sidewalk slab surface
 - c. Holes: Holes in the sidewalk surface with size in excess of 3" x 3" x 1" deep.

- d. Utility structures: Any utility structures, such as manhole frames or b-boxes that are protruding beyond the surface of the sidewalk by more than ½ inch.

METHOD OF MEASUREMENT

Measurement shall be made in inch-feet: the average depth of the cut on each trip hazard multiplied by the length along the joint that is trimmed. The Contractor shall record the exact dimensions of each trip hazard removed per location, which shall be submitted with the invoice. Depth shall be measured to the nearest 1/8 inch.

BASIS OF PAY

Saw cutting sidewalk trip hazards shall be paid for under unit bid price per inch-feet. This payment shall be in full for all labor, equipment, tools, materials, mobilization, and all other costs associated with such work.

SAFETY

The Contractor Shall furnish adequate reflectorized and/or lighted barricades at all excavations.

REGULATIONS

All work must comply with the building code and municipal code of the Village of Western Springs, and inspected by the Department of Public Works before any concrete is poured.

SCHEDULE

The undersigned agrees that all work for the contract shall be performed between June 1, 2024 and July 15, 2024, as provided for in the Agreement.

Equipment

All sidewalk cutting shall be done with diamond-tipped blades and saws capable of cutting at any angle and able to remove the concrete completely to all edges of the walk. The flush-cutting concrete saw shall have a dust abatement vacuum hood with a HEPA A type filter. Surface dust and debris shall be swept and removed immediately.

The Contractor shall not store equipment on the sidewalk or on private property without approval from the Engineer.

Public Convenience and Safety

1. The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and to allow access by pedestrians and emergency, delivery and service vehicles at all times.
2. The Contractor shall properly barricade the work area with traffic cones and light all work areas. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property.
3. Any temporary shutdown of existing services or access, as may be required, shall be performed only at such times and for such duration as agreed to by the Engineer/Public Works. The interruption of services and access shall be conducted in accordance with a program mutually agreed to by the Engineer and Contractor.
4. Access to all driveways within the project limits shall be maintained whenever possible.
5. Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom Of Information Act Requests.

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records,"

which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all

rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following

schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default		
<u>Original Contract Amount</u>		
from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove his equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Nonappropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of nonappropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is

spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of three (3) shall be required.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Construction-Safety, Shoring, Scaffolding, Construction Methods

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed

reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

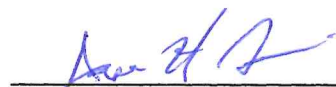
Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

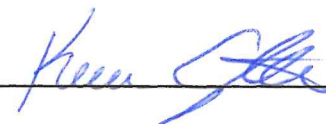
- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.



Contractor
Date: 3/28/24

Attest _____

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality/Agency: Village of Vernon Hills
Address: 990 Greendale Dr.
City, State, Zip Code: Vernon Hills, IL 60061
Contact Person & Telephone Number: Sergio Sofo 847-680-2212
Dates of Service & Awarded Amount: Sept. 2023 \$24,960.96

Municipality/Agency: Village of Roselle
Address: 31 S. Prospect
City, State, Zip Code: Roselle, IL 60442
Contact Person & Telephone Number: Math Rasmussen 630-671-2366
Dates of Service & Awarded Amount: November 2022 \$33,216.00

Municipality/Agency: Village of Downers Grove
Address: 801 Burlington Ave
City, State, Zip Code: Downers Grove, IL 60515
Contact Person & Telephone Number: Math Stern 630-434-5468
Dates of Service & Awarded Amount: May 2023 \$18,400.00

Municipality/Agency: Village of Wilmette
Address: 1200 Wilmette Ave
City, State, Zip Code: Wilmette, IL 60091
Contact Person & Telephone Number: Ryan Kearney 847-853-7629
Dates of Service & Awarded Amount: August 2023 \$50,888.79

Municipality/Agency: Village of Mundelein
Address: 121 E. McEvilly Rd
City, State, Zip Code: Mundelein, IL 60047
Contact Person & Telephone Number: Sabrina Seloy 815-467-8568
Dates of Service & Awarded Amount: October 2023 \$59,914.00



MURPCON-03

NGOWDA2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	CONTACT NAME: Chicago P&C Cert Team PHONE (A/C, No, Ext): (312) 595-6200 E-MAIL ADDRESS: CHC-INSCERTS@alliant.com FAX (A/C, No):														
INSURED Murphy Construction Services LLC 16w273 83rd St. Suite D Burr Ridge, IL 60527	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C : Westchester Surplus Lines Insurance Company</td><td>10172</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Westchester Surplus Lines Insurance Company	10172	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		GLO5099031-03	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		BAP5099032-03	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		CUP2T66363923-NF	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5099030-03	5/1/2023	5/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Pollution Liability			G7097454A 002	5/1/2022	5/1/2024	Ea.Claim/Occ \$2M/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Paving Sealcoating, Asphalt & Concrete Contractor

Named Insured includes:

TCB Leasing LLC; Rooster Freight LLC; Murphy Paving and Sealcoating Inc.; Murphy Construction Services LLC; Murphy Construction Group Holdings, Inc.; Jeans Road, LLC; Jeans Road Supple LLC; Jeans Road LLC Land Trust #1725; Hillgrove Maintenance LLC

Re: Project #2024 Public Sidewalk Saw Cutting
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558-0528

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Murphy Construction Services LLC 16w273 83rd St. Suite D Burr Ridge, IL 60527	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

The following are included as Additional Insured(s) on a Primary and Non-Contributory basis, as their interest may appear, with respect to the General Liability, Automobile Liability and Excess Liability policies, where required by written contract:
Village of Western Springs, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers

Ongoing and Completed operations is included on the General Liability

Excess/Umbrella Liability follows policies form, General Liability, Automobile Liability and Worker's Compensation/Employer's Liability.

Waiver of Subrogation applies in favor of the Additional Insured on the Workers Compensation policies, where required by written contract. Thirty (30) day notice of cancellation applies, Ten (10) day notice of cancellation for non payment of premium.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 5099031-03

Effective Date: 05/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 5099031-03	05/01/2023	05/01/2024				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 5099031-03

Effective Date: 05/01/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO5099031-03	05/01/2023	05/01/2024				\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Murphy Construction Services LLC

Endorsement Effective Date: 05/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**ZURICH®**

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5099032-03	05/01/2023	05/01/2024				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a. of Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a. of Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5099032-03	05/01/2023	05/01/2024		88641000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
- b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
- b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

- a. Another insurance company;
- b. Us or any of our affiliated insurance companies;
- c. Any risk retention group;

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured Murphy Construction Services, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G7097454A 002	Policy Period 5/1/2023 To 5/1/2024	Effective Date of Endorsement 5/1/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s):

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

- b.** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured Murphy Construction Services, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G7097454A 002	Policy Period 5/1/2023 To 5/1/2024	Effective Date of Endorsement 5/1/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured Murphy Construction Services, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G7097454A 002	Policy Period 5/1/2023 To 5/1/2024	Effective Date of Endorsement 5/1/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a.** The additional insured is a named insured under such other insurance; and
- b.** The **named insured** has agreed in a written contract or agreement that this insurance would:
 - (1)** act as primary insurance; and
 - (2)** would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured Murphy Construction Services, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G7097454A 002	Policy Period 5/1/2023 To 5/1/2024	Effective Date of Endorsement 5/1/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025

AGENDA ITEM D.8.

To: Public Works and Water Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance, Pat Schramm, Director of Technology

RE: Brightly Asset Essentials - 3-Year Software Service Agreement

Recommendation

Approval of the revised Software Services Agreement with Brightly, Inc. for a three-year (36 month) agreement for Asset Essentials Enterprise Cloud Services for the purposes of serving as the Village's work order and asset management system in a discounted amount of \$15,049.69 per year. Staff is requesting that the Committee recommend approval of this item by the Village Board at the January 13, 2025 meeting as to be eligible for the discounted pricing.

Summary

The Village of Western Springs has a software services agreement in place with Brightly Software for "Asset Essentials" for the Village's asset management and work order management system. The Village has been utilizing the system since 2019 and pays an annual cost of \$18,812.11 for the service agreement.

The Village's account manager has approached the Village indicating that the Village can receive an approximately 22% discount on the annual cost if the Village were to enter into a three-year agreement. The new annual cost for the next three years would be \$15,49.69.

The following modules and capabilities are included in the Village's Enterprise version of the platform.

- Streets, Signs, Sidewalks
- Water Distribution and Wastewater Collection
- Parks, Recreation and Forestry
- Fleet
- AE Safety, Incident Management and Certifications
- AE Equipment, Parts and Asset Inventory with GIS Capabilities

Financial Impact

Annual software agreement of \$15,049.69 for the next three years.

Recommended Motion

Motion to approve the Software as a Service Agreement from Brightly Software, a Siemens Company, for a three-year (36 month) agreement for Asset Essentials Enterprise Cloud Services for the purposes of serving as the Village's work order and asset management system in a discounted amount of \$15,049.69 per year.

Strategic Plan Alignment

- Infrastructure Improvements
- Community Engagement
- Financial Sustainability

File Attachments

1. Brightly Software 3-Year Software Agreement Quote

**PREPARED FOR**

Village Of Western Springs ("Customer")

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

November 21, 2024



November 21, 2024

Village Of Western Springs

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions, including the following for Village Of Western Springs.

Service Term: 36 months (01/01/2025 - 12/31/2027)

Cloud Services			
Item	Start Date	End Date	Investment
Streets/Signs/ Sidewalks Module	1/1/2025	12/31/2025	\$0.00
Water Distribution and Waste Water Collection Module	1/1/2025	12/31/2025	\$0.00
Parks, Recreation and Forestry Module	1/1/2025	12/31/2025	\$0.00
Fleet Module	1/1/2025	12/31/2025	\$0.00
Asset Essentials Enterprise	1/1/2025	12/31/2025	\$15,049.69
AE Safety	1/1/2025	12/31/2025	\$0.00
Asset Essentials Inventory	1/1/2025	12/31/2025	\$0.00
Annual Renewal:			\$15,049.69 USD

*Your Sourcewell discount has been applied.



Cloud Services Subscription

Item	Investment Year 2 Start Date: 01/01/2026	Investment Year 3 Start Date: 01/01/2027
- Streets/Signs/Sidewalks Module	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included
- Parks, Recreation and Forestry Module	Included	Included
- Fleet Module	Included	Included
Asset Essentials Enterprise	15,049.69 USD	15,049.69 USD
- AE Safety	Included	Included
- Asset Essentials Inventory	Included	Included
Total:	15,049.69 USD	15,049.69 USD



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption



certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable



business hours.

- F. Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-424503 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-424503

November 21, 2024, 10:04:06 AM

Accepted by:

Printed Name

Signed Name

Title

Date



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 13, 2025

AGENDA ITEM E.2.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: January 2025 PWWC Water Update

Recommendation

This update is for informational purposes only. No action by the board is needed.

Summary

Water Meter Replacement

The contract with Water Resources, Inc. expired on December 31, 2024. Water Resources, Inc. was able to complete and upgrade 97.5% of all the water meters in the Village. A meeting is scheduled with Water Resources, Inc. on Wednesday, January 15, 2025, seeking possible retention of their services in order to complete the remaining meters. The remaining balance for completion is estimated at \$52,812.00 for the purchase of all meters and accessories along with installation at contract pricing. Municipal Services will be anticipating an increase in costs associated with labor and materials. A determination will be made as to whether to recommend seeking additional quotes and contractors following the discussion. The Finance Department will also confirm the final remaining balance of meters needed to complete the replacement project and also to stock meters needed in the future as the newer existing Sensus meters throughout the Village age and require an upgrade.

The cost for outstanding water meter installations were included in the 2025 budget, as an estimate in the amount of \$50,000, due to the uncertainty of various factors, such as the total balance of uncompleted installations at the end of 2024, the total cost for the additional 1.5"-meter upsizing that was reported to the Board in early summer of 2024, and other factors. A total project closeout cost to complete the remaining work is expected to be brought to the Village Board for consideration in February or March. A budget amendment to the Meter Replacement account may be required once final numbers are calculated from end of year installations, etc. That amendment, if needed, would be funded by the Water Fund and return for approval by the Village Board.

Water Plant Assessment

A kick-off meeting with Carollo Engineering, Inc. will be scheduled later this month to begin the assessment of the condition and operation of the water plant. This assessment is estimated to

take a couple months as the emphasis will be on the end of life and replacement costs for equipment having a value of \$10,000 or greater as well as near-term replacement of the Amiad iron removal system. Data has been shared with Carollo to begin the project.

Increased Monitoring Schedule for Radiological (RADS)

Beginning in 2025, the Illinois Environmental Protection Agency has determined that the monitoring frequency must increase to quarterly for the water treatment plant in the analysis of Gross Alpha and Combined Radium.

Financial Impact

N/A

Recommended Motion

N/A

Strategic Plan Alignment

N/A

File Attachments

None