



AGENDA

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025 at 5:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Public Works and Water Committee Minutes 2-4-2025

C. Public Comment

D. New Business

1. 2025 Infrastructure Project Updates - Engineering Services
2. State of IL CY25-26 Rock Salt Joint Participation Agreement Contract
3. Ridgewood Oaks Detention Basin - Updated Utility Easements
4. Springdale Stormwater Improvements - Construction Engineering Proposal from Christopher B. Burke Engineering Ltd.
5. 2025 Public Sidewalk, Curb, and Gutter Replacement Contract Bid Recommendation
6. 2025 Street Sweeping Contract Recommendation
7. Lead Service Line Replacement Cost Share Program
8. 2025 Contract for Water Treatment Chemicals with Hawkins Chemical
9. Cook County Plainfield Road Corridor Study
 - a. Recommended North Side Pedestrian Accommodations Between I-294 and Wolf Road
 - b. Proposed Crosswalk with Rectangular Rapid Flashing Beacon at Burr Oak Drive and Plainfield Road

E. Other Business

1. March 2025 Water System 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.

**Public Works and Water Committee
Meeting Minutes
Tuesday, February 4, 2025, 5:00PM
Village Hall 740 Hillgrove Ave
Western Springs IL 60558**

Call to Order

**Meeting Called to Order: 5:00 p.m. by Alan Fink, Chairman-Trustee
Seconded by Amy Avakian, Trustee**

Committee Members Present:

Alan Fink – Village Trustee, Chair
Amy Avakian – Village Trustee
Heidi Rudolph, Village President

Staff Present:

Ellen Baer, Village Manager
Matthew Supert, Director of Municipal Services
Jeff Koza, Director of Engineering Services
Ron Derengowski, Water Plant Superintendent
Christopher Breakey, Public Works
Superintendent
Aleks Briedis, Director of Recreation
Diana Puga, Municipal Services Coordinator
Jenny Pesek, Administrative Assistant

Approval of Minutes:

Chair Fink moved to approve the Public Works and Water Committee meeting minutes from January 13, 2025 as read, seconded by Trustee Avakian. The motion passed on a voice vote.

Public Comment

None

New Business

2025 IDOT Motor Fuel Tax Authorization for Maintenance Items

Director Matthew Supert reported that the Village needs to annually submit the IDOT Motor Fuel Tax Authorization (MFT) for maintenance items. Director Supert recommended an MFT authorization in an amount not to exceed \$155,000 for the purchase of the roadway salt and the sidewalk replacement program. Chair Fink motioned to advance this recommendation to the Board of Trustees, seconded by Trustee Avakian. The motion passed on a voice vote.

2025 MFT Street Re-Surfacing Program Engineering Agreement-Revised IDOT Form

Engineering Services Director, Jeff Koza reported that he recommended the approval of the 2025 Motor Fuel Tax (MFT) Resurfacing Program with Christopher Burke Engineering, Ltd. Director Koza reported that the work involves the preparation of design plans and specifications and construction observation services. A form was omitted from the approved agreement paperwork originally. Chair Fink motioned to advance this recommendation to the Board of Trustees. The motion passed on a voice vote.

Gilbert Avenue Resurfacing Design Engineering-Revised IDOT Agreement Form

Director Jeff Koza reported to the Committee that the IDOT BLR 05530 Agreement form was omitted from the approved agreement paperwork. This IDOT agreement form is required as the Village is using Motor Fuel Tax funds to pay for a portion of this engineering work. To be compliant with IDOT MFT rules, staff is recommending the re-approval of the agreement with the BLR 05530 form added to the approved agreement document. The total fees and scope of work is unchanged from the previously approved agreement. The work involves the completion of preliminary engineering services for the upcoming Gilbert Avenue Resurfacing Project. Chair Fink motioned to advance this recommendation to the Board of Trustees, seconded by Trustee Avakian. The motion passed on a voice vote.

Gilbert Avenue Resurfacing Design Engineering MFT Resolution Form BLR 09110

Director Jeff Koza reported that a resolution, IDOT Form BLR 09110, is needed to authorize the use of Motor Fuel Tax ("MFT") funds to pay for the preliminary engineering services costs for the Gilbert Avenue resurfacing project. Director Koza stated that the total cost of the work remains \$110,000. The Village will use MFT funds to pay for the work completed and then seek reimbursement from Cook County's Invest in Cook grant program and the Village of La Grange. The net cost to the Village is \$27,500. Staff Chair Fink motioned to advance this recommendation to the Board of Trustees, seconded by Trustee Avakian. The motion passed on a voice vote.

Other Business:

Water System Update

Water Plant Superintendent Ronald Derengowski reported that the Village staff posted and published requests for bid for the Phase 1 Lead Service Line Replacement project. The bid opening will be on Thursday, March 20, 2025, at 10:00 a.m. The contract would be awarded in April. Superintendent Derengowski reported the replacement of the forty-two lead service lines will begin in late April or May.

Water Main Repairs

Superintendent Derengowski reported Public Works completed eleven water main repairs throughout the Village in January. Public Works Department will be purchasing a walk behind saw this month since water mains are located under the roadway, and this should help reduce costs with external contractors. He reported that most of these repairs are due to cold temperatures.

53rd Street between Fair Elms and Commonwealth Avenue

Director Supert reported that Municipal Services discovered that a water main needs repair and replacement that is located beneath the creek on 53rd Street between Fair Elms and Commonwealth. The Village has consulted with V3 Engineering for recommendations and design and the cost estimate is near \$170,000. Director Supert reported this is not a budgeted item and this item will be on the Infrastructure Commission February 20, 2025 meeting agenda.

Schedule Next Committee Meeting:

Next meeting: Tuesday, March 4, 2025, 5:00PM

Adjournment

Meeting adjourned at 5:13 PM.

Respectfully Submitted: Jenny Pesek



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.1.

To: Public Works and Water Committee

From: Jeff Koza, Director of Engineering Services

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

RE: 2025 Infrastructure Project Updates - Engineering Services

Recommendation

This is an informational report and no action is required.

Summary

Springdale Stormwater Improvements

The project is out to bid. Bids will be received until March 24th. Assuming bids received are acceptable, the Village would award the contract to the lowest bidder in April and construction would be expected to start in June. The project work on the neighborhood streets is expected to be substantially complete by the end of the year. The reopening of the baseball and playing fields in 2026 would be contingent on the establishment of grass in the park and completion of the baseball fields. The scope of work includes construction of a new stormwater detention facility in Springdale Park, reconstruction of the park's baseball fields and installation of stormwater underdrains, construction of a new storm sewer main and storm sewer inlets to convey the stormwater from 54th St. and Howard Avenue north on Howard Avenue to 52nd Place and then west on 52nd Place to Springdale Park, construction of new storm sewer inlets and piping at 5400 Franklin Avenue, replacement of a water main on 52nd Place between Caroline Avenue and Howard Avenue and also on Howard Avenue between 52nd Place and 54th Street and repaving of 52nd Place and Howard Avenue.

Burlington Resurfacing - Central Avenue to Wolf Road

Approximately 80% of construction and construction engineering costs for the project are being funded through a Surface Transportation Program grant (\$565,000). The scope of work includes the resurfacing of asphalt pavement, spot curb and gutter repairs, pavement base patching, and new pavement markings. The work is tentatively scheduled to begin towards the end of March. The start date is dependent on the Contractor, A Lamp Concrete Contractors, receiving railroad right of entry permits. These permits could delay the start of work. Once work begins, the project is expected to be completed in 6-8 weeks. Generally, the project will not be as intrusive or impactful on local businesses as the Fall water main and streetscape project was. Staff and V3 will coordinate with local businesses and work to streamline the work as much as possible.

2025 Asphalt Street Resurfacing Program

The project includes the resurfacing of 45th Street between Wolf Road and Gilbert Avenue. The project also includes Village-wide spot asphalt pavement patches. The project specifications are currently under review by IDOT. Staff anticipate the project will be out to bid by the end of March, the contract will be awarded to the low bidder in April and work will begin in June.

Grand Avenue East Side Sidewalk

The Village was the recipient of \$190,000 of ARPA funding from Cook County to construct a continuous sidewalk on the east side of Grand Avenue between 51st Street and 55th Street. Staff are targeting a March 2025 bid, April contract award to the low bidder, and construction beginning in June after school has ended.

Hampton Resurfacing - Ogden Avenue to Hillgrove Avenue

Approximately 80% of construction and construction engineering costs for the project are being funded through a Surface Transportation Program grant (\$924,000). The scope of work includes the resurfacing of asphalt pavement, spot curb and gutter repairs, pavement base patching, and new pavement markings. The work is scheduled to begin in June after the Laidlaw School year has concluded and work is to be completed before school resumes in August. The contractor is K-Five Construction.

Ridgewood Drive Stormwater Improvements

This project involves the construction of new storm sewer pipes, storm sewer outfalls, and additional street inlets to reduce the effects of flooding that occurs on Ridgewood Drive during heavy rain events. The Village received a \$1,000,000 grant from Representative Sean Casten to fund these improvements. The project is nearing engineering completion. Currently, staff are working towards completion of funding-related environmental reviews. The expectation is that the project will be bid this summer and construction will begin this fall.

Financial Impact

These projects have been included in the 2025 fiscal year budget.

Recommended Motion

This is an informational report and no action is required.

Strategic Plan Alignment

Infrastructure improvements.

File Attachments

None



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.2.

To: Public Works and Water Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: State of IL CY25-26 Rock Salt Joint Participation Agreement Contract

Recommendation

Consider a recommendation to approve the Certificate of Authority by Vote to allow the Village of Western Springs to participate in the CY2025-26 rock salt solicitation for the joint purchase master contract(s) for rock salt.

Summary

The Village of Western Springs, along with approximately 193 other communities and governmental organizations in Illinois, participate in a joint purchasing program for road salt. The Village received documentation from the State for participation in the CY25-26 to execute a "Certificate of Authority by Vote" form to identify representatives for the Village to enter into contracts, including joint purchasing contracts, with the State of Illinois. The executed form is due back to the State of Illinois along with the completion of the rock salt contract joint participation agreement, with rock salt tonnage amount (submitted online) no later than April 21, 2025. The Village typically orders between 900–1100 tons of rock salt annually and is required to accept at least 80% of the order. It is anticipated the final contract and contractor will be presented to the Village Board later this year once the State of Illinois has completed a bid and selection of a contractor.

Financial Impact

None. Presentation of the salt contract for Village approval is anticipated during Fall 2025.

Recommended Motion

I move to recommend to the Village Board the approval of the Certificate of Authority by Vote to allow the Village of Western Springs to participate in the solicitation for the CY2025-26 joint purchase master contract(s) for rock salt.

Strategic Plan Alignment

None.

File Attachments

1. IDOT Certificate of Authority by Vote
2. Screenshot - State of IL CY25-26 Rock Salt Participation Agreement

Certificate of Authority by Vote

I, Edward Tymick, hereby certify that I am duly elected Clerk of the Village of Western Springs ("Governmental Unit"). I hereby certify the following is a true copy of a vote taken at a meeting of the Village President and Board of Trustees (*or equivalent governing body*) of the Village of Western Springs, Cook County, Illinois (*Name of Governmental Unit*), duly called and held on April 8, 2024, at which a quorum of the Village President and Board of Trustees were present and voting.

Voted: That Heidi Rudolph (Village President) and Ellen Baer (Village Manager) (*may list more than one person*) are duly authorized to enter into contracts, including joint participation agreements, on behalf of the Village of Western Springs (*Name of Governmental Unit*) with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

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

Dated: _____

Attest: _____
(Signature & Title)



CMS CY2025-CY2026 Rock Salt Contract Joint Participation Agreement

This Rock Salt Joint Participation Agreement is offered to those governmental units who agree to participate in the CY2025-CY2026 Rock Salt solicitation and who agree to take delivery of required tonnage as specified in the resulting joint purchase master contract(s). The resulting joint purchase master contract(s) will be for a one (1) year term with no options to renew.

BY SUBMITTING THIS ROCK SALT CONTRACT JOINT PARTICIPATION AGREEMENT WITH A ROCK SALT TONNAGE AMOUNT, YOUR GOVERNMENTAL UNIT WILL BE OBLIGATED TO TAKE DELIVERY OF THAT SPECIFIED AMOUNT DURING THE CONTRACT TERM. READ THROUGH ALL TERMS OF THIS DOCUMENT, INCLUDING THE SIGNATORY'S CERTIFICATIONS, BEFORE SUBMISSION. IF YOU HAVE QUESTIONS ABOUT THE CERTIFICATIONS CONTAINED IN THIS AGREEMENT, CONTACT YOUR GOVERNMENTAL UNIT'S LEGAL COUNSEL.

If you have more than one Ship To location, you **MUST** complete a separate Contract Participation Agreement for each location.

The deadline to respond is 5:00 p.m. April 07, 2025. This submission date is firm and if you do not respond by this date, you will not be included in the new solicitation or resulting joint purchase master contract for Rock Salt for the CY2025-CY2026 season.

msupert@wsprings.com [Switch account](#)



The name, email, and photo associated with your Google account will be recorded when you upload files and submit this form

* Indicates required question



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.3.

To: Public Works and Water Committee

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services

RE: Ridgewood Oaks Detention Basin - Updated Utility Easements

Recommendation

Consider a recommendation to approve a Resolution for three easements in the Ridgewood Oaks Subdivision.

Summary

Attached for the Committee's review are three (3) plats of survey indicating temporary construction easements and permanent maintenance easements for properties around the Ridgewood Oaks Homeowner's Association (HOA) Detention Basin. The HOA is expected to begin work on the improvement to their detention basin in 2025. The HOA's engineer is in the process of working through the Village's permitting process with feedback from the Department of Engineering Services.

The three attached documents illustrate temporary and permanent construction easements for three properties located in Ridgewood where the rear-yard property lines adjoin the proposed stormwater improvement area. These documents were originally prepared and approved by the Village Board in 2020 (Resolution 20-2575), but required updating as they were not fully executed and due to the transfer of ownership of one of the properties into a trust. The identified temporary easements are for construction needs and the permanent easements will allow the Village and the Ridgewood Oaks Homeowners Association to maintain the storm sewer system.

Village staff are meeting with all parties affected by the easements and are currently working to obtain signatures on the easement documents.

Financial Impact

None.

Recommended Motion

I move to recommend approval the resolution for three (3) easements associated the Ridgewood Oaks Homeowners Association project.

Strategic Plan Alignment

None.

File Attachments

1. Plat of Easement for Public Utilities and Drainage - 921 Lawn Circle
2. Plat of Easement for Public Utilities and Drainage - 923 Lawn Circle
3. Plat of Easement for Public Utilities and Drainage - 915 Linden Ct

PLAT of EASEMENT
for PUBLIC UTILITIES and DRAINAGE
to the
VILLAGE of WESTERN SPRINGS
COOK COUNTY, ILLINOIS.

THAT PART OF LOT 29 IN RIDGEWOOD UNIT NO. 12-A, BEING A RESUBDIVISION OF LOT A IN RIDGEWOOD UNIT 12, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 29; THENCE NORTH 37 DEGREES 57 MINUTES 43 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 29, 53.59 FEET; THENCE SOUTH 63 DEGREES 24 MINUTES 51 SECONDS EAST, 39.12 FEET TO A POINT ON THE EAST LINE OF SAID LOT 29; THENCE SOUTH 4 DEGREES 40 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 29, 24.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OWNER: GEORGE W. LAWS AND MARY JANE LAWS
ADDRESS: 921 LAWN CIRCLE, WESTERN SPRINGS, IL 60558
PIN: 18-18-220-021-0000

PERMANENT EASEMENT -

TEMPORARY EASEMENT -

TEMPORARY EASEMENT LINE DATA

- ① N.37°57'43"W. 7.05'
② N.86°04'34"E. 41.54'
③ S.04°40'32"W. 26.0'

EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, THE RIDGEWOOD OAKS CONDOMINIUM ASSOCIATION (THE ASSOCIATION) AND TO THOSE UTILITIES AND OTHER UTILITY ENTITIES OPERATING NOW, OR IN THE FUTURE, UNDER A UTILITY AGREEMENT OR A FRANCHISE AGREEMENT FROM THE VILLAGE OF WESTERN SPRINGS, INCLUDING, BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, AND TO THEIR SUCCESSORS AND ASSIGNS, IN, ON, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY HEAVY SOLID LINES AND LABELLED "PUBLIC UTILITY AND DRAINAGE EASEMENT, P.U. & D.E." ON THIS PLAT OF EASEMENT. SUCH EASEMENT GRANTING AND RESERVING FOR THE ASSOCIATION STORM WATER DRAINAGE FACILITIES, VILLAGE UTILITIES, PUBLIC UTILITIES AND OTHER ENTITIES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, OPERATE, REPLACE, RENEW, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN AND MAINTAIN VARIOUS UTILITY AND SIMILAR TRANSMISSION, RECEIVING AND DISTRIBUTION SYSTEMS, INCLUDING, BUT LIMITED TO CABLES, LINES, TRANSFORMERS, COMPUTER DEVICES, SANITARY SEWERS, STORM SEWERS, WATER MAINS, AND ANY AND ALL NECESSARY MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATION AS MAY BE REQUIRED TO FURNISH UTILITY AND SIMILAR SERVICE TO THE ATTACHED AREA, AND SUCH APPURTENANCES AND ADDITIONS THERETO AS THE ASSOCIATION, THE VILLAGE, PUBLIC UTILITIES AND OTHER UTILITY ENTITIES MAY DEEM NECESSARY, USEFUL OR CONVENIENT, TOGETHER WITH A PERMANENT RIGHT OF ACCESS ACROSS THE LOTS AND REAL ESTATE SHOWN ON THIS PLAT OF EASEMENT FOR THE NECESSARY PERSONS AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK, INCLUDING ALL RESTORATION WORK FOR ANY PORTION OF THE EASEMENT AREA DISTURBED BY SUCH WORK. THE RIGHT IS ALSO HEREBY GRANTED TO THE ASSOCIATION, THE VILLAGE, PUBLIC UTILITIES AND OTHER UTILITY ENTITIES TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH INSTALLATIONS, IN, ON, UPON, ACROSS, OVER, UNDER, OR THROUGH SUCH EASEMENT. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SUCH EASEMENT. WHERE THE EASEMENT IS USED FOR ASSOCIATION STORM WATER DRAINAGE FACILITIES OR VILLAGE OWNED UTILITIES, OTHER INSTALLATION OF UTILITIES BY OTHER PUBLIC UTILITIES OR OTHER UTILITY ENTITIES SHALL BE SUBJECT TO THE PRIOR APPROVAL, AS TO LOCATION AND DESIGN, OF THE VILLAGE SO AS TO NOT TO INTERFERE WITH THE ASSOCIATION STORM WATER DRAINAGE FACILITIES AND THE VILLAGE UTILITIES. THE ASSOCIATION, VILLAGE, PUBLIC UTILITIES AND OTHER UTILITY ENTITIES, AT ITS/THEIR OWN RESPECTIVE COSTS, SHALL RESTORE ANY PORTION OF THE EASEMENT AREA DISTURBED BY SUCH WORK USING LIKE-KIND AND LIKE-QUALITY REPLACEMENT MATERIALS, BUT THEY DO NOT WARRANT OR GUARANTY THAT THE REPLACEMENT MATERIALS WILL BE AN EXACT MATCH IN TERMS OF COLOR, TEXTURE, FINISH OR QUALITY. THE PUBLIC UTILITY EASEMENT, AND ALL OF THE RIGHTS, CONDITIONS, COVENANTS AND INTERESTS SET FORTH HEREIN AND CREATED ARE INTENDED TO AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON AND INURING TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

OWNER

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THIS IS TO CERTIFY THAT GEORGE W. LAWS and MARY JANE LAWS, ARE THE HOLDER OF RECORD TITLE TO THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT AND HAVE CAUSED THE SAME TO BE PLATTED AS INDICATED THEREIN FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS ____ DAY OF _____, A.D. 2025.

GEORGE W. LAWS MARY JANE LAWS

NOTARY

STATE OF ILLINOIS)
COUNTY OF) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

GEORGE W. LAWS AND MARY JANE LAWS, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT.

DATED THIS ____ DAY OF _____, A.D. 2025

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

VILLAGE BOARD

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THIS IS TO CERTIFY THAT THIS PLAT OF EASEMENT WAS SUBMITTED FOR APPROVAL TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS AND WAS REVIEWED AND DULY APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES AT A REGULAR MEETING HELD ON

_____, 2025

DATED THIS ____ DAY OF _____, 2025.

VILLAGE PRESIDENT

VILLAGE CLERK

GRAPHIC SCALE



(IN FEET)

1 inch = 30ft.

Prepared for: VILLAGE OF WESTERN SPRINGS

KRISCH LAND SURVEYING, LLC

PROFESSIONAL DESIGN FIRM LICENSE No. 184-006886

6718 Revere Road • Downers Grove, IL. 60516 • Phone: 630.627.5589

SURVEYING - CONSULTING - CONSTRUCTION LAYOUT

Scale: 1" = 30' Drawn: MLK Chk'd: GDK File# CAD File: 20-015-29

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT I, MICHAEL L. KRISCH, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2501 HAVE PREPARED FOR EASEMENT PURPOSES THE ABOVE DESCRIBED EASEMENT AREA AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID EASEMENT AREAS. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

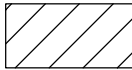
GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF FEBRUARY, A.D. 2025.

MICHAEL L. KRISCH
LICENSE EXPIRES NOVEMBER 30, 2026

PLAT of EASEMENT
for PUBLIC UTILITIES and DRAINAGE
to the
VILLAGE of WESTERN SPRINGS
COOK COUNTY, ILLINOIS.

THAT PART OF LOT 28 IN RIDGEWOOD UNIT NO. 12-A, BEING A RESUBDIVISION OF LOT A IN RIDGEWOOD UNIT 12, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 28; THENCE NORTH 89 DEGREES 03 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 28, 22.99 FEET; THENCE NORTH 40 DEGREES 05 MINUTES 49 SECONDS WEST, 20.84 FEET; THENCE NORTH 4 DEGREES 40 MINUTES 32 SECONDS EAST, 26.66 FEET; THENCE SOUTH 63 DEGREES 24 MINUTES 51 SECONDS EAST, 1.43 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 28; THENCE SOUTH 37 DEGREES 57 MINUTES 43 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 28, 53.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

OWNER: CAREN L. KARRIS TRUST
ADDRESS: 923 LAWN CIRCLE, WESTERN SPRINGS, IL 60558
PIN: 18-18-220-020-0000

PERMANENT EASEMENT - 
TEMPORARY EASEMENT - 

- TEMPORARY EASEMENT LINE DATA
- 1 N.89°03'53"W. 27.05'
 - 2 N.25°14'33"W. 17.84'
 - 3 N.33°23'44"W. 36.96'
 - 4 S.37°57'43"E. 7.05'

EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, THE RIDGEWOOD OAKS CONDOMINIUM ASSOCIATION (THE ASSOCIATION) AND TO THOSE UTILITIES AND OTHER UTILITY ENTITIES OPERATING NOW, OR IN THE FUTURE, UNDER A UTILITY AGREEMENT OR A FRANCHISE AGREEMENT FROM THE VILLAGE OF WESTERN SPRINGS, INCLUDING, BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, AND TO THEIR SUCCESSORS AND ASSIGNS, IN, ON, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY HEAVY SOLID LINES AND LABELLED "PUBLIC UTILITY AND DRAINAGE EASEMENT, P.U. & D.E." ON THIS PLAT OF EASEMENT, SUCH EASEMENT GRANTING AND RESERVING FOR THE ASSOCIATION STORM WATER DRAINAGE FACILITIES, VILLAGE UTILITIES, PUBLIC UTILITIES AND OTHER ENTITIES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, OPERATE, REPLACE, RENEW, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN AND MAINTAIN VARIOUS UTILITY AND SIMILAR TRANSMISSION, RECEIVING AND DISTRIBUTION SYSTEMS, INCLUDING, BUT LIMITED TO CABLES, LINES, TRANSFORMERS, COMPUTER DEVICES, SANITARY SEWERS, STORM SEWERS, WATER MAINS, AND ANY AND ALL NECESSARY MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATION AS MAY BE REQUIRED TO FURNISH UTILITY AND SIMILAR SERVICE TO THE ATTACHED AREA, AND SUCH APPURTENANCES AND ADDITIONS THERETO AS THE ASSOCIATION, THE VILLAGE, PUBLIC UTILITIES AND OTHER UTILITY ENTITIES MAY DEEM NECESSARY, USEFUL OR CONVENIENT, TOGETHER WITH A PERMANENT RIGHT OF ACCESS ACROSS THE LOTS AND REAL ESTATE SHOWN ON THIS PLAT OF EASEMENT FOR THE NECESSARY PERSONS AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK, INCLUDING ALL RESTORATION WORK FOR ANY PORTION OF THE EASEMENT AREA DISTURBED BY SUCH WORK. THE RIGHT IS ALSO HEREBY GRANTED TO THE ASSOCIATION, THE VILLAGE, PUBLIC UTILITIES AND OTHER UTILITY ENTITIES TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH INSTALLATIONS, IN, ON, UPON, ACROSS, OVER, UNDER, OR THROUGH SUCH EASEMENT. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SUCH EASEMENT. WHERE THE EASEMENT IS USED FOR ASSOCIATION STORM WATER DRAINAGE FACILITIES OR VILLAGE OWNED UTILITIES, OTHER INSTALLATION OF UTILITIES BY OTHER PUBLIC UTILITIES OR OTHER UTILITY ENTITIES SHALL BE SUBJECT TO THE PRIOR APPROVAL, AS TO LOCATION AND DESIGN, OF THE VILLAGE SO AS TO NOT TO INTERFERE WITH THE ASSOCIATION STORM WATER DRAINAGE FACILITIES AND THE VILLAGE UTILITIES. THE ASSOCIATION, VILLAGE, PUBLIC UTILITIES AND OTHER UTILITY ENTITIES, AT ITS/THEIR OWN RESPECTIVE COSTS, SHALL RESTORE ANY PORTION OF THE EASEMENT AREA DISTURBED BY SUCH WORK USING LIKE-KIND AND LIKE-QUALITY REPLACEMENT MATERIALS, BUT THEY DO NOT WARRANT OR GUARANTEE THAT THE REPLACEMENT MATERIALS WILL BE AN EXACT MATCH IN TERMS OF COLOR, TEXTURE, FINISH OR QUALITY. THE PUBLIC UTILITY EASEMENT, AND ALL OF THE RIGHTS, CONDITIONS, COVENANTS AND INTERESTS SET FORTH HEREIN AND CREATED ARE INTENDED TO AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON AND INURING TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

OWNER

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THIS IS TO CERTIFY THAT THE CAREN L. KARRIS TRUST, IS THE HOLDER OF RECORD TITLE TO THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT AND HAVE CAUSED THE SAME TO BE PLATTED AS INDICATED THEREIN FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS ____ DAY OF _____, A.D. 2025.

CAREN L. KARRIS LEO T. KARRIS

NOTARY

STATE OF ILLINOIS)
COUNTY OF) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

LEO T. KARIS AND CARN L. KARIS, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT.

DATED THIS ____ DAY OF _____, A.D. 2025

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

VILLAGE BOARD

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THIS IS TO CERTIFY THAT THIS PLAT OF EASEMENT WAS SUBMITTED FOR APPROVAL TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS AND WAS REVIEWED AND DULY APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES AT A REGULAR MEETING HELD ON

_____, 2025

DATED THIS ____ DAY OF _____, 2025.

VILLAGE PRESIDENT

VILLAGE CLERK

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

Prepared for: VILLAGE OF WESTERN SPRINGS

KRISCH LAND SURVEYING, LLC

PROFESSIONAL DESIGN FIRM LICENSE No. 184-006866
6718 Revere Road • Downers Grove, IL. 60516 • Phone: 630.627.5589

SURVEYING - CONSULTING - CONSTRUCTION LAYOUT

Scale: 1" = 30' Drawn: MLK Chk'd: GDK File# CAD File: 20-015-28

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT I, MICHAEL L. KRISCH, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2501 HAVE PREPARED FOR EASEMENT PURPOSES THE ABOVE DESCRIBED EASEMENT AREA AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID EASEMENT AREAS. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS
13TH DAY OF FEBRUARY, A.D. 2025.

MICHAEL L. KRISCH
LICENSE EXPIRES NOVEMBER 30, 2026

PLAT of EASEMENT
for PUBLIC UTILITIES and DRAINAGE
to the
VILLAGE of WESTERN SPRINGS
COOK COUNTY, ILLINOIS.

THAT PART OF LOT 4 IN RIDGEWOOD UNIT NO. 12-B, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 4 DEGREES 40 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, 24.63 FEET; THENCE NORTH 40 DEGREES 05 MINUTES 49 SECONDS WEST, 32.58 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 03 MINUTES 53 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 4, 22.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

OWNER: DEBORAH MANETTI JEWELL TRUST
ADDRESS: 915 LINDEN CT., WESTERN SPRINGS, IL 60558
PIN: 18-18-220-031-0000

PERMANENT EASEMENT - [Solid Gray Box]

TEMPORARY EASEMENT - [Hatched Box]

TEMPORARY EASEMENT LINE DATA

- ① S.04°40'32"W. 48.32'
- ② N.87°35'15"W. 27.04'
- ③ N.04°45'12"W. 37.21'
- ④ N.25°14'33"W. 38.89'
- ⑤ S.89°03'53"E. 27.05'

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OWNER/GRANTOR OF EASEMENT PARCEL:

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THIS IS TO CERTIFY THAT DEBORAH MANETTI JEWELL, TRUSTEE OF THE DEBORAH MANETTI JEWELL TRUST IS THE HOLDER OF RECORD TITLE TO THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT AND HAVE CAUSED THE SAME TO BE PLATTED AS INDICATED THEREIN FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS ____ DAY OF _____, A.D. 2025.

TRUSTEE: _____

NOTARY

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF THE DEBORAH MANETTI JEWELL TRUST

DATED THIS ____ DAY OF _____, A.D. 2025

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

VILLAGE BOARD

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COUNTY OF COOK) S.S.

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_____, 2025.

DATED THIS ____ DAY OF _____, 2025.

VILLAGE PRESIDENT

VILLAGE CLERK

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

Prepared for: VILLAGE OF WESTERN SPRINGS

KRISCH LAND SURVEYING, LLC

PROFESSIONAL DESIGN FIRM LICENSE No. 184-006866

6718 Revere Road • Downers Grove, IL. 60516 • Phone: 630.627.5589

SURVEYING - CONSULTING - CONSTRUCTION LAYOUT

Scale: 1" = 30' Drawn: MLK Chk'd: GDK File# CAD File: 20-015-4

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GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF FEBRUARY, A.D. 2025.

MICHAEL L. KRISCH
LICENSE EXPIRES NOVEMBER 30, 2026



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.4.

To: Public Works and Water Committee

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: Springdale Stormwater Improvements - Construction Engineering Proposal from Christopher B. Burke Engineering Ltd.

Recommendation

Consider a recommendation to approve a professional services agreement with Christopher B. Burke Engineering Ltd. ("CBBEL") for construction observation of the Springdale Drainage Improvements Project for an amount not to exceed \$579,865.00.

Summary

Staff is recommending the use of CBBEL to provide construction observation of the Springdale Drainage Improvements project. CBBEL has assisted the Village through each phase of the project thus far and has done an excellent job. The not-to-exceed amount of the contract is based on the current estimated construction schedule. Any changes to the schedule could impact the number of man hours needed for CBBEL to perform the work.

Financial Impact

This item has been included in the current fiscal year budget and the proposal is less than the budgeted amount.

Recommended Motion

I move to recommend to the Village Board the approval of a professional services agreement with Christopher B. Burke Engineering Ltd. ("CBBEL") for construction observation of the Springdale Drainage Improvements Project for an amount not to exceed \$579,865.00.

Strategic Plan Alignment

This project addresses aging infrastructure and stormwater flooding which are both highlighted in the Village's strategic plan.

File Attachments

1. Western Springs Springdale Drainage PH III.022825



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 28, 2025

Village of Western Springs
740 Hillgrove
Western Springs, IL 60558

Attention: Jeff Koza, PE, CFM – Director of Engineering Services / Village Engineer

Subject: Proposal for Full Time Construction Engineering Services
Springdale Drainage Improvement Project

Dear Mr. Koza:

Christopher B. Burke Engineering Ltd. (CBBEL) is pleased to submit our proposal to perform professional construction engineering services for the Village of Western Springs (Village). Included in this proposal is our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

Kevin Wilson, PE, will serve as the primary point of contact for this proposal. Timothy Carter, CBBEL's Construction Project Manager, will manage the project, while a Senior Resident Engineer (Eng IV), will act as the full-time Resident Engineer (RE) and the Village's direct liaison.

This proposal showcases our qualifications and eagerness to provide the required services for the Village. With a proven record of Phase III construction observation in similar projects, we believe this demonstrates our understanding and ability to deliver. The CBBEL team is committed to completing the work on time and to your satisfaction.

UNDERSTANDING OF THE ASSIGNMENT

The project known as the Springdale Drainage Improvement Project consists of storm sewer installation ranging in size from 12" – 54" diameter, excavation of a stormwater detention basin, sanitary sewer installation, ductile iron water main installation, sidewalk, driveways and curb and gutter R&R, HMA surface removal, HMA surface and binder course installation, parkway restoration, baseball field/park restoration, as well as all incidental and collateral work necessary to complete the project as shown on the plans and specifications completed by CBBEL.

The project boundaries include Franklin Avenue, Howard Avenue (from 54th Street to 52nd Place), 52nd Place (from Howard Avenue to Springdale Park), and areas within Springdale Park. All work will be completed in accordance with the contract documents and MWRD permit requirements.

Construction is expected to begin in Springdale Park shortly after the contract is awarded, with full project completion, including punch list items, by October 30, 2026. The Village intends for the contractor to prioritize work in Springdale Park to ensure initial seeding and erosion control blanket placement by Fall 2025. To meet the Village and Park District's deadlines, the following scheduling requirements have been incorporated into the contract:

Start Date: June 16, 2025 (Work allowed to begin in Springdale Park)

Interim Completion Date #1: September 30, 2025

- Substantial completion of stormwater basin (excavation, grading, storm sewer installation, initial Springdale Park seeding, and erosion control).

Interim Completion Date #2: November 28, 2025

- Substantial completion of utility and roadway work in Village right-of-way (water main, storm sewer, sanitary sewer, curb, driveway, and sidewalk replacement).
- Installation of all baseball fields and appurtenances.
- Parkway restoration and Supplemental Seeding in Springdale Park.

Final Completion Date: October 30, 2026

- Final landscaping and punch list completion.

The contractor must provide a detailed work schedule for Village approval and bi-weekly updates during construction.

The following Scope of Services outlines the construction engineering work that is anticipated to be required for the project.

SCOPE OF SERVICES

Task 1 – Pre-Construction

1. Schedule and attend a pre-construction conference with the Contractor, Village, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes.
2. Obtain from the Contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work. If we have not previously worked with a proposed subcontractor, we will make every effort to check references.
3. Review the construction schedule submitted by the Contractor for compliance with the contract. CBBEL will review it in relation to any milestone dates in the specifications. CBBEL will review the constructability of their plan to ensure that the work is being completed in a logical sequence.
4. CBBEL shall document all existing conditions with videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.

Task 2 –RFIs and Technical Design Support

1. Prepare any Request for Clarification needed as construction proceeds. Once the Contractor submits a proposal, assist the Village in their review and provide a recommendation.
2. Review and coordinate response to any Requests for Information from the Contractor in a timely manner and maintain a separate file for each request.
3. This task provides for estimated hours by the Design Engineer to assist with any Request for Information (RFI) responses to the Contractor, including revised drawings or memos for detailed responses to field changes.

Task 3 – Construction Observation

LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT

1. Verify initial geometric controls.
2. If the Contractor is responsible for construction staking, perform periodic measurements to assure the Contractor's construction staking and construction layout is accurate per plans.

CONSTRUCTION OBSERVATION

CBBEL will provide a full-time Resident Engineer and part-time Construction Senior Project Manager (as needed) who will perform the following tasks. This task assumes an effort of 10 hours per workable day for a period of 24 weeks in 2025 and 100 total hours in 2026 to complete final landscaping maintenance and restoration. We anticipate the contractor to work 6 days a week to meet the demands of the contract schedule. If construction activities continue past the completion date or the work effort substantially differs from above, CBBEL will require additional Construction Observation hours.

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
2. Provide on-site observations of the work in progress and field checks of materials and equipment through a RE and Inspector (if necessary), who shall:
 - Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
 - Cooperate with the Contractor in dealing with the various local agencies and utility companies having jurisdiction over the Project to complete service connections to public utilities and facilities.
 - Record names, addresses and telephone numbers of all Contractors, subcontractors, and major material suppliers.
 - Attend all construction conferences. Arrange a schedule of weekly progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
 - Review Contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the Contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule. The Contractor is required to submit a revised schedule for approval prior to further payments being made.
3. Determine if the project has been completed in accordance with the contract documents and if the Contractor has fulfilled all obligations.

4. Except upon written instruction of the Village, the RE or Inspector shall not authorize any deviation from the Contract Documents.
5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
7. All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.

CONSTRUCTION DOCUMENTATION

1. Check and approve, or reject and request resubmittal of, any submittals made by the Contractor for compliance with the contract documents.
2. Shop Drawings and Contractor Submittals:
 - a. Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - b. Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
3. Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, RFI responses, original contract documents including all addenda, change orders and additional drawings issued after the award of the contract.
4. Keep an inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
5. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
6. Prepare a monthly written update to the Village summarizing the Project status, costs, and schedule.

Task 4– Material Testing (by others)

Material Testing and Inspection will be provided by our subconsultant Testing Service Corporation, Inc. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT, and promptly submit reports on forms prepared by said Bureau.
- All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

Task 5 - MWRD Reimbursement Submittals and RFI

Resident Engineer will coordinate MWRD reimbursements with the Contractor and Village at 25%, 50%, 75%, and 100% completion. This includes the following for each submittal:

1. Intergovernmental Agency Reimbursement Request Form
2. Affidavit (signed and notarized).
3. Intergovernmental Agency Reimbursement Request Summary.
4. Payment Summary for each submittal.
5. Prime Contractor Pay Requests for each period during the submittal.
6. Protected Class Enterprise (PCE) subcontractor costs with proof of payment (canceled checks) for each period during the submittal.

Coordinate and conduct the final inspection with the MWRDGC and Village. Coordinate the completion of the Request for Final Inspection form signed by Contractor, Village, and Consultant Engineer.

Task 6 – Area Resident and Western Springs Park District Coordination

The RE will be responsible for keeping the public aware of the construction activities, as required. This will include, but not limited to, notification of construction starting, detours and/or road closures, access limitations, and disruption of water, sewer, and gas service. The RE will also be available throughout the construction project to address any questions or concerns area residents and/or businesses may have. We will also coordinate with the designee from the Western Springs Park District for all work on their property. Our policy is to respond to all questions or concerns within one business day.

Task 7 – Erosion Control Coordination and Inspection

As required by the provisions of the NPDES Permit Number ILR10, CBBEL's RE or Environmental Specialist will inspect all erosion control measures installed during construction to insure they are in accordance with the Storm Water Pollution Prevention Plan (SWPPP). They will perform this inspection weekly and generate a report detailing any deficiencies that need to be addressed. This report will be given to the Contractor, as well as the Village.

Task 8 – Post-Construction

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct a final inspection with the Village and prepare a final list of items to be corrected.
3. Site inspection and separate punch list preparation of the landscaping and amenities.
4. Verify that all items on the final list have been corrected and make recommendations to the Village concerning acceptance.
5. Prepare final pay estimate and change order for the Village's approval.
6. Verify all necessary material inspection has been received and documented.
7. Submit the job box to the Village with all pertinent project information.

Task 9 – Record Drawings / Survey Verification

CBBEL will maintain a set of working drawings showing changes in the work during construction. The Contractor is required to complete a Topographic As-Built Survey of the project. CBBEL will review the Contractor record drawings against our working drawings to verify that the Contractor has provided accurate records of the project.

Direct Costs

1. Vehicle Usage – 183 Working Days at \$65/day.
2. Printing Costs for Public Notifications and Plans/Specifications for Construction use. (\$1,000 assumption)

Please note that for any of the observation tasks which CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

ESTIMATE OF FEE

Based on the above Scope of Services, our Estimate of Fee is detailed further in the attached CBBEL Staff Hour spreadsheet. CBBEL estimates the following fees for each of the tasks described above:

<u>Task</u>	<u>Description</u>		<u>Fee</u>
1	Pre-Construction	\$	26,280
2	RFIs and Technical Design Support	\$	35,320
3	Construction Observation	\$	396,450
4	Material Testing (by others)	\$	7,500
5	MWRD Reimbursement Submittals and RFI	\$	7,620
6	Area Resident and Western Springs Park District Coordination	\$	34,200
7	Erosion Control Coordination and Inspection	\$	16,100
8	Post-Construction	\$	36,750
9	Record Drawings / Survey Verification	\$	6,750
	Direct Costs	\$	12,895
		Total Fee	\$ 579,865

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,



Michael E. Kerr, PE
President

Encl. CBBEL Work Effort
Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS ACCEPTED FOR THE VILLAGE OF WESTERN SPRINGS.

BY: _____

TITLE: _____

DATE: _____

N:\PROPOSALS\ADMIN\2024\Western Springs Springdale Drainage PHIII\Western Springs Springdale Drainage PH III.022825.docx

Village of Western Springs
Springdale Drainage Improvement Project
Construction Engineering Services

Engineering Fee Estimate

Task	Description	Classification and Hourly Rate											Total Hours	Fee \$
		Engineer VI 285	Eng Tech V 225	Engineer IV 210	Engineer I/II 160	Landscape Architect 210	Environmental Res. Specialist IV 200	Environmental Res. Specialist III 170	Environmental Technician 145	Survey III 210	CAD Manager 220			
1	Pre-Construction	8	32	80									120	\$26,280
2	RFIs and Technical Design Support	24	16	80	40	8							168	\$35,320
3	Construction Observation	24	180	1540	120	31							1895	\$396,450
4	Material Testing (by others - TSC)												0	\$7,500
5	MWRD Reimbursement Submittals and RFI		4	32									36	\$7,620
6	Area Resident and Park District Coordination		40	120									160	\$34,200
7	Erosion Control Coordination and Inspection			8			8	72	4				92	\$16,100
8	Post-Construction	2	4	160		8							174	\$36,750
9	Record Drawings / Survey Verification		2	24				1		1	4		32	\$6,750
DC	Direct Costs													\$12,895
TOTAL		58	278	2044		47	8	73	4	1	4		2677	\$579,865

*Direct costs = 183 Vehicle Days x \$65/Day + \$1,000 Printing Costs

Total Not-to-Exceed Fee = \$579,865

Key Personnel

Kevin Wilson, PE
Bryan Welch, PE
Tim Carter
TBD
TBD
Alex Schaefer, PE

Construction Supervisor
Design Project Manager
Project Manager
Resident Engineer (full-time)
Construction Inspector
Design Project Manager

Eng VI
Eng VI
Eng Tech V
Eng IV
Eng I/II
Eng IV

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges (\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

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

These rates are in effect until December 31, 2025, at which time they will be subject to change.

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

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

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

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

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

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

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

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

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

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

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

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

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

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

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

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

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

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

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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

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

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

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.5.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: 2025 Public Sidewalk, Curb, and Gutter Replacement Contract Bid Recommendation

Recommendation

Consider a recommendation to approve the award for the 2025 Public Sidewalk, Curb, and Gutter Replacement Contract to the lowest bidder, Murphy Construction Services, LLC, for an amount not to exceed of \$110,000.

Summary

On February 6, 2025, the Village issued a Request for Bids (RFB) for the Village's 2025 Public Sidewalk, Curb, and Gutter Replacement contract. On February 20, 2025, the Village received a total of twelve (12) bids for the contract.

A summary of the bid results is attached to this report. The amount of work will be adjusted to stay within the budgeted funds.

The lowest, most responsive bidder is Murphy Construction Services, LLC. The Village has previously contracted with Murphy Construction Services, LLC for the Sidewalk Shaving since 2021. If awarded, this would be the first sidewalk, curb, and gutter replacement contract Murphy Construction Services, LLC holds for the Village. After performing a reference check, Village staff are confident in the contractor's ability to perform the work.

Financial Impact

Account 4102370 53010

Fund Roadway

2025 Budget \$110,000

Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of the award for the 2025 Public Sidewalk, Curb, and Gutter Replacement contract to the lowest, most responsive bidder, Murphy Construction Services, LLC for an amount not to exceed of \$110,000.

Strategic Plan Alignment

Infrastrcuture Improvements

File Attachments

1. 2025 Sidewalk Replacement - Murphy Construction Services Bid
2. 2025 Sidewalk, Curb and Gutter Replacement - Bid Eval Summary
3. 2025 Sidewalk, Curb and Gutter Replacement [RAW DATA]

Proposal

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

RE: 2025 Public Sidewalk, Curb, and Gutter Replacement RFB

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 maintenance, 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 be available to begin work and complete work, respectively, between **May 1** and **August 15** and must be completed within 30 days of work commencements, 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 and according to the maintenance schedule 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

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
740 Hillgrove Avenue, Western Springs, IL 60558-1478

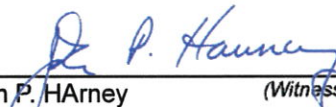
as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid
Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sidewalk and Cord Replacement

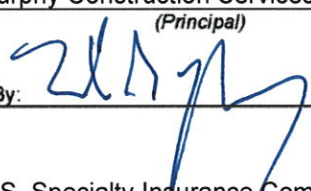
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful 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 18th day of February, 2025

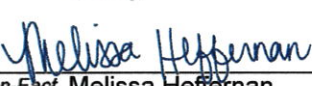

(Witness)


John P. HARNEY (Witness)

Murphy Construction Services, LLC

By:  (Principal) (Seal)  (Title)

U.S. Specialty Insurance Company

By:  (Surety) (Seal)
Attorney-in-Fact Melissa Heffernan (Title)



TOKIO MARINE
HCC

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, John P. Harney, Melissa Heffernan, Jessica Hernandez, Jacquelyn M. Norstrom,
Matthew Labno, Josefina Rojo

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 **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Seventy Five Million***** Dollars (***75,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. 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
1st day of February 2024.



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

By:

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.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel 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.

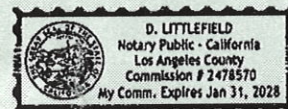
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. Littlefield

(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
14th day of February, 2024.

Bond No.

Agency No. 16567



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA02/2024

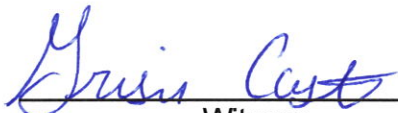
is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due 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.

2/18/25
Date


Proposed Contractor (Bidder)


Witness

Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at (708) 246-1800 ext. 204 or dpuga@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Public Sidewalk, Curb, and Gutter Replacement RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	February 6, 2025
Bids Due Date	10:00 AM on February 20, 2025
Village Board Selection of Qualified, Responsive Bidder	March 24, 2025
Begin Contract	May 1, 2025

All questions related to the document must be submitted no later than Monday, February 17 at noon.

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

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 twelve (12) month period from start date.

Item No.	Items	Unit	Quantity	Unit Price	Total
BASE BID					
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$10.95	\$82,125
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$10.95	\$10,950
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$40.00	\$14,000
4	PCC Sidewalk, 5"	SQFT	250	\$10.95	\$2,737
5	PCC Sidewalk, 7"	SQFT	150	\$10.95	\$1,642
6	5" Detectable Warnings	SQFT	100	10.95 \$25	\$2,500
7	PCC 8" Flat Work	SQFT	1750	\$12.85	\$22,487
TOTAL BASE BID (ITEMS 1-5)				\$111,454	
TOTAL INCIDENTALS (ITEMS 6-7)				\$24,987	

Name of Bidder: MURPHY CONSTRUCTION SERVICES, LLC

Address: 16W273 83rd ST, STE. D, Burr Ridge, IL

Telephone No. 630-654-8242 Fax No. 630-654-8730

Signature: 

Name and Title: (Please Print) KEVIN CARPENTER - VICE PRESIDENT

Date: 2/18/25

References

Name of Organization: LINCOLNWOOD SCHOOL DISTRICT
Year of Contract: 2022
Contact Name: ATHI TOUFEXIS
Telephone No: 312 - 253 - 3433
Email Address: a.toufexis@studiogc.com

Name of Organization: SCHOOL DISTRICT 113
Year of Contract: 2024
Contact Name: RYAN DUDDY
Telephone No: 312 - 649 - 2172
Email Address: rduddy@pepperconstruction.com

Name of Organization: MINOOKA HIGH SCHOOL
Year of Contract: 2022
Contact Name: KEITH SCHEUBER
Telephone No: 815 - 791 - 3589
Email Address: ~~Kscheuber~~ kscheuber@grpwegman.com

Name of Organization: VILLAGE OF WESTERN SPRINGS
Year of Contract: 2024/2025
Contact Name: MICHAEL SANCES
Telephone No: msances@wvspriings.com
Email Address: 224 - 537 - 5606

Name of Organization: Community Hospital
Year of Contract: 2024
Contact Name: DAVE OTTE
Telephone No: 219-703-1963
Email Address: dotte@powershealth.org

Specification for Construction

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

- A. "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, published by the Illinois Department of Transportation (IDOT).
- B. "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2025, published by IDOT.
- C. "Manual on Uniform Traffic control Devices for Streets and Highways – 11th Edition", adopted by FHWA.
- D. "IDOT Highway Standards", Revision 228, effective January 1, 2025, published 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 fully 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

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Public Sidewalk, Curb, and Gutter Replacement** conforming to the terms and conditions set forth herein.

Removal

Removal and disposal of existing sidewalk and curb will be done by the Contractor and shall be removed from the job site as it is excavated. No excavated material will be permitted on the lawn or parkway. No open holes will be allowed for more than two (2) days and never over a weekend or holiday. Any public or private property that is not scheduled for removal and replacement that is damaged by the Contractor including sidewalk, driveways, sod, and curb and gutter, shall be removed, and replaced by the contractor at his/her own expense. All removals shall be saw-cut full dept at the limits of construction.

Excavation

Any excavation, including but not limited to tree roots, necessary to accommodate the new curb or sidewalk at its specified thickness or to allowable cross slope or profile slope shall be considered incidental to the item being constructed and will not be paid for separately.

Concrete

All concrete used shall be State Class SI and be air-entrained. All new concrete construction that is exposed to motor traffic shall be barricaded for three (3) days to allow concrete to set.

Forms

All forms necessary to form the work shall be furnished and set by the Contractor. Forms shall also be removed by the contractor. Only steel forms shall be used.

Back-Filling

All curb and sidewalk shall be backfilled with clean, black soil by the Contractor immediately after the forms are removed. Disturbed areas shall be seeded with grass seed. This work shall be considered incidental and will not be paid for separately.

Subgrade

All subgrades shall be mechanically compacted to the satisfaction of the village prior to pouring the concrete. In the event of inclement weather, water shall be pumped out, and the subgrade shall be allowed to dry to the satisfaction of the Village. This work shall be considered incidental and will not be paid for separately.

Curing of Concrete

All concrete surfaces shall be cured with an impervious membrane curing sprayed on after the concrete has been finished and promptly after the surface sheen has disappeared. This work shall be considered incidental and will not be paid for separately.

Thickness

All sidewalks shall have a minimum of five inches (5") except where a driveway crosses the sidewalk, it shall be a minimum of seven inches (7") in thickness. Curb and gutter shall be a minimum of ten inches (10") thick and shall match the of curb and gutter that remains adjacent to the proposed work. Driveway aprons shall be (7") in thickness and any PCC street repair shall have a thickness of (8").

Combination Concrete Curb and Gutter

All steel tie bars and dowel bars and bituminous surfacing adjacent to the gutter shall be considered incidental to COMBINATION CONCRETE CURB AND GUTTER and COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT and will not be measured for payment. (For further details, refer to the current Village Curb and Gutter Detail)

Driveway Apron

All drive aprons to match the existing and shall be a minimum of (7") in thickness. No wire mesh is allowed in the apron within the Village limits. All apron cuts require a full depth saw cut. A minimum of 4" of subgrade (CA-6) mechanically compacted. Any subgrade will be incidental to the contract and will not be paid for separately.

8" PCC Flat Work

All flat work should match existing and shall be a minimum of (8") in thickness on top of mechanically compacted CA-7. Bars should be No. 6 epoxy coated rebar 18" long at 18" centers grouted in place. Traffic shall be closed for a minimum of 3 days and shall be Class PP (High Early Strength). All surfaces should be cured impervious membrane curing as noted above and bar, expansion joints and curing compound shall be incidental to the contract and will not be paid for separately. (For further details refer to the Current Village Pavement Patching details).

Finish

All sidewalks shall be finished with a metal finishing trowel and then brushed with a textured finish broom except as otherwise noted for matching existing conditions.

Expansion Joints

Expansion joints shall be constructed across all sidewalks the full depth of the concrete at intervals of not more than fifty (50) feet.

The edges at the joint material shall be rounded to a one-quarter inch (1/4") radius.

The joints shall be one-half (1/2") in width and filled with a bituminous filler.

Similar expansion joints shall be made at all points where the new sidewalk joins the existing concrete walk or curb.

Builder's Stamp

All concrete sidewalks shall be stamped in plain legible characters showing the year of construction and the name of the builder thereof.

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 Division of Public Works before any concrete is poured.

Schedule

The undersigned agrees that all work for the contract shall be performed between **May 1** and **August 15** as provided for in the Agreement and must be completed within 30 days of work commencement. No excavations can be left over the weekends or holidays.

5" Detectable Warnings

This work shall consist of constructing sidewalk curb ramps with detectable warnings in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG). Work shall be according to Section 424 of the Standard Specifications except modified herein.

After the surface of the concrete has been broom finished, the contractor shall re-finish the edges and joints of the sidewalk to provide a "California Edge" finish. The edging shall be two and one half (2 ½") wide.

Detectable Warnings shall be placed at all crosswalk locations where removal and replacement is performed. This work will be measured and paid for at the contract unit price per square foot for 5" DETECTABLE WARNINGS, which price shall include all required expansion joints, special texturing, and variable height edge treatment at the sidewalk ramps.

Public Convince and Safety

In addition to the requirements of Article 107.09 of the Standard Specifications, the contractor shall maintain entrances and side roads near any proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused by the contractor by complying with these requirements shall; be considered as incidental to the contract, and no additional compensation will be allowed.

During all construction operations, the Contractor will be required to provide, erect, and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control. IDOT Standard 701501 is applicable and is included be reference.

All provisions relating to traffic control, signage, barricades, and the use of flagmen shall be subject to the approval and the direction of the Village.

To insure that safe and efficient traffic control and protection is provided at all times, the Contractor shall provide to the Superintendent of Public Works, or their designee, the telephone number of the employee or agent who is responsible for traffic control and protection and shall confirm that this representative will be available at any time, day or night to correct, add to, or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The Contractor shall not be allowed to close any street to through travel without prior approval of the Village. The Contractor is required to provide all warning signs, necessary to guarantee the safety of motorists and pedestrians during construction. This work will not be paid for separately and shall be considered as incidental to the Contract and no extra compensation shall be allowed.

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.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, 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 Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and 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 Vendor 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 Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
- F. The Vendor complies with the Americans with Disabilities Act.

- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

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.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

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.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by 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 approved by the Village Board 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 Manager in writing of this belief. If the Village Manager 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 approved by the Village Board and signed by the Village President or his 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, including the Illinois Prevailing Wage Act, 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 Village Manager.

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 Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. 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 workers; 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 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 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.

Schedule of Deductions for Each Day of
Default Original Contract Amount 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 seven (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 all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. 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.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

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 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, 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 legal remedies that the Village may have.

Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. 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.

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 kind, 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.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

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. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

I. 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.

J. OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds 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.

ii. 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.

iii. 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.

- iv. 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 the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. 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 Coverages

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 Manager at the Village's principle office address.

K. 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.

L. 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.

M. SUBCONTRACTORS

Contractor shall include all subcontractors as insured 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.

N. 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.

O. NO PERSONAL LIABILITY.

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of 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.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Village 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 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.

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 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 five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Responsibility for Work

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, 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, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

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. 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.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

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. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

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.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

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, workers, 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: 2/18/25

Attest 

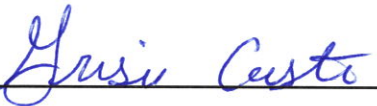
**Contractor's Certification Regarding
Non-Payment of Compensation**

MURPHY CONSTRUCTION SERVICES, LLC 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: 2/18/25

ATTEST:



EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ____ day of **February** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and

_____ (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Public Sidewalk, Curb, and Gutter Replacement RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated February 6, 2025 and as agreed to in the Contractor's Proposal dated February 6, 2025.
2. The Contractor agrees to commence the Work on **May 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **August 15**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Public Sidewalk, Curb, and Gutter Replacement RFB a total dollar amount not to exceed XXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXX) in accordance with the Contractor's Proposal dated **February 20, 2025**, 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 however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it 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 consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

- A. Legal Notice (Advertisement for Bid) published on **February 6, 2025.**
 - B. Instructions to Bidders dated **February 6, 2025.**
 - C. Contractor's Proposal dated **February 20, 2025.**
 - D. Contractor's bid bond submitted by _____
in the amount of \$ _____ dated **February 20, 2025.**
 - E. General Specifications and all additional provisions **February 20, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **February 20, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **February 20, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.

8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: _____
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: _____
(Name and Title)

By: _____
Jill Izzo, Deputy Village Clerk

Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, KEVAN CARPENTER, having being first
duly sworn, depose and state that I am the

VICE PRESIDENT
(insert "sole owner" "partner", "president", "other" proper title)

and the authorized agent of MURPHY CONSTRUCTION SERVICES, 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 SIDEWALK / CURB Project in the Village
of Western Springs, and certifies on behalf of said company as follows:

1. The 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. The 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. The 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.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: *Hevan Gless*
Name: HEVAN CARPENTER
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 18 Day
Of February, 2025

Grisel Castro
Notary Public

Notary Public



Exhibit C

CHANGE ORDER NO.:

Owner:
 Engineer:
 Contractor:
 Project:
 Contract Name:
 Date Issued:

Owner's Project No.:
 Engineer's Project No.:
 Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:
 Description:
 Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)
 By: _____
 Title: _____
 Date: _____

 By: _____
 Title: _____
 Date: _____

Accepted by Contractor

 Approved by Funding Agency (if applicable)

Village of Western Springs
Bid Eval - RFB 2025 Public Sidewalk, Curb, and Gutter Replacement
Bid Due Date: 02/20/25 @ 10:00 AM

Bid Evaluation Summary - 2024 Sidewalk, Curb, and Gutter Replacement												
	Miller Pipeline, LLC	Davis Concrete Construction Co	Terrazas, LLC	Taza Construction	Globe Construction Co, Inc	M&J Asphalt Paving Company	Design Developers	Murphy Construction Services, LLC	Schroeder & Schroeder, Inc	Strada Construction	J Nardulli Concrete, Inc	Futurity, 19 Inc
Bid Subtotal	\$ 113,615.50	\$ 133,555.00	\$ 165,850.00	\$ 193,250.00	\$ 213,875.00	\$ 150,005.00	\$ 227,000.00	\$ 111,454.00	\$ 125,250.00	\$ 116,000.00	\$ 159,367.50	\$ 162,975.00
Bid Subtotal (Incidentals)	\$ 35,037.50	\$ 30,337.50	\$ 33,150.00	\$ 38,550.00	\$ 60,750.00	\$ 37,145.50	\$ 52,600.00	\$ 24,987.50	\$ 34,625.00	\$ 23,475.00	\$ 35,212.50	\$ 39,750.00

Bid Evaluation Summary - 2024 Sidewalk, Curb, and Gutter Replacement												
	Miller Pipeline, LLC	Davis Concrete Construction Co	Terrazas, LLC	Taza Construction	Globe Construction Co, Inc	M&J Asphalt Paving Company	Design Developers	Murphy Construction Services, LLC	Schroeder & Schroeder, Inc	Strada Construction	J Nardulli Concrete, Inc	Futurity, 19 Inc
Bid Totals (As Read)	\$ 148,653.00	\$ 163,892.50	\$ 199,000.00	\$ 231,800.00	\$ 274,625.00	\$ 187,150.50	\$ 279,600.00	\$ 136,441.00	\$ 159,875.00	\$ 139,475.00	\$ 191,167.50	\$ 202,725.00
Bid Totals (As Calculated)	\$ 148,653.00	\$ 163,892.50	\$ 199,000.00	\$ 231,800.00	\$ 274,625.00	\$ 187,150.50	\$ 279,600.00	\$ 136,442.50	\$ 159,875.00	\$ 139,475.00	\$ 194,580.00	\$ 202,725.00
Difference (As Read - As Calculated)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1.50)	\$0.00	\$0.00	(\$3,412.50)	\$0.00

Schedule of Bid Prices				Miller Pipeline, LLC		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 10.28	\$ 77,100.00	\$ 77,100.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 12.10	\$ 12,100.00	\$ 12,100.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 59.33	\$ 20,765.50	\$ 20,765.50
4	PCC Sidewalk, 5"	SQFT	250	\$ 8.75	\$ 2,187.50	\$ 2,187.50
5	PCC Sidewalk, 7"	SQFT	150	\$ 9.75	\$ 1,462.50	\$ 1,462.50
6	5" Detectable Warnings	SQFT	100	\$ 31.00	\$ 3,100.00	\$ 3,100.00
7	PCC 8" Flat Work	SQFT	1750	\$ 18.25	\$ 31,937.50	\$ 31,937.50
SUBTOTAL BID (ITEMS 1-5)					\$ 113,615.50	\$ 113,615.50
SUBTOTAL BID (ITEMS 6-7)					\$ 35,037.50	\$ 35,037.50
TOTAL BID ITEMS (1-7)					\$ 148,653.00	\$ 148,653.00

Schedule of Bid Prices				Davis Concrete Construction Co		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 12.95	\$ 97,125.00	\$ 97,125.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 13.95	\$ 13,950.00	\$ 13,950.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 49.00	\$ 17,150.00	\$ 17,150.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 12.95	\$ 3,237.50	\$ 3,237.50
5	PCC Sidewalk, 7"	SQFT	150	\$ 13.95	\$ 2,092.50	\$ 2,092.50
6	5" Detectable Warnings	SQFT	100	\$ 33.00	\$ 3,300.00	\$ 3,300.00
7	PCC 8" Flat Work	SQFT	1750	\$ 15.45	\$ 27,037.50	\$ 27,037.50
SUBTOTAL BID (ITEMS 1-5)					\$ 133,555.00	\$ 133,555.00
SUBTOTAL BID (ITEMS 6-7)					\$ 30,337.50	\$ 30,337.50
TOTAL BID ITEMS (1-7)					\$ 163,892.50	\$ 163,892.50

Schedule of Bid Prices				Terrazas, LLC		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 13.00	\$ 97,500.00	\$ 97,500.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 22.00	\$ 22,000.00	\$ 22,000.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 79.00	\$ 27,650.00	\$ 27,650.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 40.00	\$ 10,000.00	\$ 10,000.00
5	PCC Sidewalk, 7"	SQFT	150	\$ 58.00	\$ 8,700.00	\$ 8,700.00
6	5" Detectable Warnings	SQFT	100	\$ 69.00	\$ 6,900.00	\$ 6,900.00
7	PCC 8" Flat Work	SQFT	1750	\$ 15.00	\$ 26,250.00	\$ 26,250.00
SUBTOTAL BID (ITEMS 1-5)					\$ 165,850.00	\$ 165,850.00
SUBTOTAL BID (ITEMS 6-7)					\$ 33,150.00	\$ 33,150.00
TOTAL BID ITEMS (1-7)					\$ 199,000.00	\$ 199,000.00

Schedule of Bid Prices				Taza Construction		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 18.60	\$ 139,500.00	\$ 139,500.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 20.00	\$ 20,000.00	\$ 20,000.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 75.00	\$ 26,250.00	\$ 26,250.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 18.00	\$ 4,500.00	\$ 4,500.00
5	PCC Sidewalk, 7"	SQFT	150	\$ 20.00	\$ 3,000.00	\$ 3,000.00
6	5" Detectable Warnings	SQFT	100	\$ 18.00	\$ 1,800.00	\$ 1,800.00
7	PCC 8" Flat Work	SQFT	1750	\$ 21.00	\$ 36,750.00	\$ 36,750.00
SUBTOTAL BID (ITEMS 1-5)					\$ 193,250.00	\$ 193,250.00
SUBTOTAL BID (ITEMS 6-7)					\$ 38,550.00	\$ 38,550.00
TOTAL BID ITEMS (1-7)					\$ 231,800.00	\$ 231,800.00

Schedule of Bid Prices				Globe Construction Co, Inc		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 19.75	\$ 148,125.00	\$ 148,125.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 23.00	\$ 23,000.00	\$ 23,000.00

Schedule of Bid Prices				Design Developers		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 22.00	\$ 165,000.00	\$ 165,000.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 26.00	\$ 26,000.00	\$ 26,000.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 76.00	\$ 26,600.00	\$ 26,600.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 22.00	\$ 5,500.00	\$ 5,500.00
5	PCC Sidewalk, 7"	SQFT	150	\$ 26.00	\$ 3,900.00	\$ 3,900.00
6	5" Detectable Warnings	SQFT	100	\$ 36.00	\$ 3,600.00	\$ 3,600.00
7	PCC 8" Flat Work	SQFT	1750	\$ 28.00	\$ 49,000.00	\$ 49,000.00
SUBTOTAL BID (ITEMS 1-5)					\$ 227,000.00	\$ 227,000.00
SUBTOTAL BID (ITEMS 6-7)					\$ 52,600.00	\$ 52,600.00
TOTAL BID ITEMS (1-7)					\$ 279,600.00	\$ 279,600.00

Schedule of Bid Prices				Murphy Construction Services, LLC		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 10.95	\$ 82,125.00	\$ 82,125.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 10.95	\$ 10,950.00	\$ 10,950.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 40.00	\$ 14,000.00	\$ 14,000.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 10.95	\$ 2,737.50	\$ 2,737.50
5	PCC Sidewalk, 7"	SQFT	150	\$ 10.95	\$ 1,642.50	\$ 1,642.50
6	5" Detectable Warnings	SQFT	100	\$ 25.00	\$ 2,500.00	\$ 2,500.00
7	PCC 8" Flat Work	SQFT	1750	\$ 12.85	\$ 22,487.50	\$ 22,487.50
SUBTOTAL BID (ITEMS 1-5)					\$ 111,454.00	\$ 111,455.00
SUBTOTAL BID (ITEMS 6-7)					\$ 24,987.50	\$ 24,987.50
TOTAL BID ITEMS (1-7)					\$ 136,441.00	\$ 136,442.50

Schedule of Bid Prices				Schroeder & Schroeder, Inc		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 12.50	\$ 93,750.00	\$ 93,750.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 12.50	\$ 12,500.00	\$ 12,500.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 40.00	\$ 14,000.00	\$ 14,000.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 12.50	\$ 3,125.00	\$ 3,125.00
5	PCC Sidewalk, 7"	SQFT	150	\$ 12.50	\$ 1,875.00	\$ 1,875.00
6	5" Detectable Warnings	SQFT	100	\$ 40.00	\$ 4,000.00	\$ 4,000.00
7	PCC 8" Flat Work	SQFT	1750	\$ 17.50	\$ 30,625.00	\$ 30,625.00
SUBTOTAL BID (ITEMS 1-5)					\$ 125,250.00	\$ 125,250.00
SUBTOTAL BID (ITEMS 6-7)					\$ 34,625.00	\$ 34,625.00
TOTAL BID ITEMS (1-7)					\$ 159,875.00	\$ 159,875.00

Schedule of Bid Prices				Strada Construction		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 11.50	\$ 86,250.00	\$ 86,250.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 11.50	\$ 11,500.00	\$ 11,500.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 39.00	\$ 13,650.00	\$ 13,650.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 11.50	\$ 2,875.00	\$ 2,875.00
5	PCC Sidewalk, 7"	SQFT	150	\$ 11.50	\$ 1,725.00	\$ 1,725.00
6	5" Detectable Warnings	SQFT	100	\$ 16.00	\$ 1,600.00	\$ 1,600.00
7	PCC 8" Flat Work	SQFT	1750	\$ 12.50	\$ 21,875.00	\$ 21,875.00
SUBTOTAL BID (ITEMS 1-5)					\$ 116,000.00	\$ 116,000.00
SUBTOTAL BID (ITEMS 6-7)					\$ 23,475.00	\$ 23,475.00
TOTAL BID ITEMS (1-7)					\$ 139,475.00	\$ 139,475.00

Schedule of Bid Prices				J Nardulli Concrete, Inc		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 15.20	\$ 114,000.00	\$ 114,000.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 16.00	\$ 16,000.00	\$ 16,000.00

3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 95.00	\$ 33,250.00	\$ 33,250.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 23.00	\$ 5,750.00	\$ 5,750.00
5	PCC Sidewalk, 7"	SQFT	150	\$ 25.00	\$ 3,750.00	\$ 3,750.00
6	5" Detectable Warnings	SQFT	100	\$ 100.00	\$ 10,000.00	\$ 10,000.00
7	PCC 8" Flat Work	SQFT	1750	\$ 29.00	\$ 50,750.00	\$ 50,750.00
SUBTOTAL BID (ITEMS 1-5)					\$ 213,875.00	\$ 213,875.00
SUBTOTAL BID (ITEMS 6-7)					\$ 60,750.00	\$ 60,750.00
TOTAL BID ITEMS (1-7)					\$ 274,625.00	\$ 274,625.00

Schedule of Bid Prices				M&J Asphalt Paving Company		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 14.13	\$ 105,975.00	\$ 105,975.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 19.00	\$ 19,000.00	\$ 19,000.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 52.80	\$ 18,480.00	\$ 18,480.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 13.00	\$ 3,250.00	\$ 3,250.00
5	PCC Sidewalk, 7"	SQFT	150	\$ 22.00	\$ 3,300.00	\$ 3,300.00
6	5" Detectable Warnings	SQFT	100	\$ 56.98	\$ 5,698.00	\$ 5,698.00
7	PCC 8" Flat Work	SQFT	1750	\$ 17.97	\$ 31,447.50	\$ 31,447.50
SUBTOTAL BID (ITEMS 1-5)					\$ 150,005.00	\$ 150,005.00
SUBTOTAL BID (ITEMS 6-7)					\$ 37,145.50	\$ 37,145.50
TOTAL BID ITEMS (1-7)					\$ 187,150.50	\$ 187,150.50

3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 68.25	\$ 20,475.00	\$ 23,887.50
4	PCC Sidewalk, 5"	SQFT	250	\$ 13.25	\$ 3,312.50	\$ 3,312.50
5	PCC Sidewalk, 7"	SQFT	150	\$ 14.45	\$ 2,167.00	\$ 2,167.50
6	5" Detectable Warnings	SQFT	100	\$ 45.00	\$ 4,500.00	\$ 4,500.00
7	PCC 8" Flat Work	SQFT	1750	\$ 17.55	\$ 30,712.50	\$ 30,712.50
SUBTOTAL BID (ITEMS 1-5)					\$ 155,955.00	\$ 159,367.50
SUBTOTAL BID (ITEMS 6-7)					\$ 35,212.50	\$ 35,212.50
TOTAL BID ITEMS (1-7)					\$ 191,167.50	\$ 194,580.00

Schedule of Bid Prices				Futurity, 19 Inc		
Item No.	Items	Unit	Quantity	Unit Price	Total	Total
					[AS READ]	[AS CALCULATED]
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$ 15.50	\$ 116,250.00	\$ 116,250.00
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$ 19.00	\$ 19,000.00	\$ 19,000.00
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$ 60.00	\$ 21,000.00	\$ 21,000.00
4	PCC Sidewalk, 5"	SQFT	250	\$ 15.50	\$ 3,875.00	\$ 3,875.00
5	PCC Sidewalk, 7"	SQFT	150	\$ 19.00	\$ 2,850.00	\$ 2,850.00
6	5" Detectable Warnings	SQFT	100	\$ 30.00	\$ 3,000.00	\$ 3,000.00
7	PCC 8" Flat Work	SQFT	1750	\$ 21.00	\$ 36,750.00	\$ 36,750.00
SUBTOTAL BID (ITEMS 1-5)					\$ 162,975.00	\$ 162,975.00
SUBTOTAL BID (ITEMS 6-7)					\$ 39,750.00	\$ 39,750.00
TOTAL BID ITEMS (1-7)					\$ 202,725.00	\$ 202,725.00



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.6.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: 2025 Street Sweeping Contract Recommendation

Recommendation

Recommendation pending approval of budget amendment by the Finance Committee.

Summary

On January 30, 2025, the Village issued a Request for Bids (RFB) for the Village's 2025 Street Sweeping Contract. On February 20, 2025, the Village received a total of one (1) bid for the contract from Lakeshore Recycling Systems (LRS). LRS has served as the Village's street sweeping contractor since 2019 and also serves as the Village's waste management company.

The total cost for eight (8) monthly sweeps of the Village boundaries, Public Works, and Village Hall parking lots amounts to a total of \$66,945.04. The FY2025 budget included \$55,060 for Street Sweeping and the current bid exceeds the budgeted amount by \$11,885.04. Staff will present a budget amendment to the Finance Committee and, if approved, will return for approval of the agreement.

The bid results for Lakeshore Recycling Systems (LRS) are attached to this report.

Financial Impact

Account 4102100 53100

Fund General - Disposal Services

2025 Budget \$55,060.00

Project Cost \$66,945.04

Budget Amendment will be reviewed by Finance Committee prior to approval of this agreement.

Recommended Motion

Motion pending approval of a budget amendment from the Finance Committee.

Strategic Plan Alignment

None.

File Attachments

1. 2025 Street Sweeping - LRS Bid
2. LRS Schedule of Prices



CONTRACT REQUIREMENTS FOR
2025 STREET SWEEPING & DISPOSAL SERVICES

FEBRUARY 20, 2025
10:00 A.M. (PREVAILING TIME)

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Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2025 Street Sweeping & Disposal Services RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **Thursday, February 20, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, 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.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at 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) or 10% of the bid price, whichever is greater, 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 his 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 his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming 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 Doings Newspaper on January 30, 2025

cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

I. Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: January 30, 2025

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:

2025 Street Sweeping & Disposal Services RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box 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 **Tuesday, February 20, 2025**, 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 his 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 FORTY-FIVE (45) days after the opening of bids withdraws his 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 FORTY FIVE (45) 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.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming 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.

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 contract 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 Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

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.

II. Proposal

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

RE: 2025 Street Sweeping & Disposal Services RFB

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 maintenance, 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 be available to begin work on April 1 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 and according to the maintenance schedule 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.

02/19/2025
Date

LRS, LLC
Proposed Contractor (Bidder)

M. J. [Signature]
Witness

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lakeshore Recycling Systems, LLC
5500 Pearl Street
Rosemont, IL 60018

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

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

2025 Street Sweeping & Disposal Services

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 20th day of February, 2025


(Witness)


(Witness) Christine Marotta

Lakeshore Recycling Systems, LLC

(Principal)

(Seal)

By: 
(Title)

United States Fire Insurance Company

(Surety)

(Seal)

By: 
(Title) James I. Moore Attorney-in-Fact



State of Illinois
County of DuPage

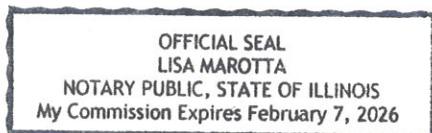
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Lisa Marotta **Notary Public of** DuPage **County, in the State of** Illinois ,

do hereby certify that James I. Moore **Attorney-in-Fact, of the** United States Fire

Insurance Company **who is personally known to me to be the same person whose**
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
United States Fire Insurance Company **for the uses and purposes therein set forth.**

Given under my hand and notarial seal at my office in the City of Downers Grove **in**
said County, this 20th **day of** February , 2025 .



A handwritten signature in cursive script, appearing to read "Lisa Marotta", written over a horizontal line.

Notary Public

Lisa Marotta

My Commission expires:

February 7, 2026

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **James I. Moore**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Lakeshore Recycling Systems, LLC

Obligee: Village of Western Springs

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



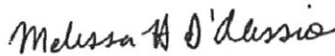
Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission #: 50125833
My Commission Expires 4/7/2025



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of February 2025

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



III. Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at (708) 246-1800 ext. 204 or dpuga@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Street Sweeping & Disposal Services RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	January 30, 2025
Bids Due Date	10:00 AM on February 20, 2025
Village Board Selection of Qualified, Responsive Bidder	March 24, 2025
Begin Contract	April 1, 2025

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

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 twelve (12) month period from start date.

<u>Service</u>	<u>Unit Cost</u>	<u>Units</u>	<u>Unit Extended Price</u>
Regular Sweeping	\$ <u>7,468.13</u> (per sweep/disposal)	8 Sweeps	\$ <u>59,745.04</u>
Village Hall Parking Lots	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Public Works Lot	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Additional Services			
Special Sweeping	\$ <u>224.00</u> (per sweep/disposal)	20 Hours	\$ <u>4,480.00</u>
Emergency Sweeping	\$ <u>269.00</u> (per sweep/disposal)	10 Hours	\$ <u>5,380.00</u>
Additional Full Town Sweeps	\$ <u>7,800</u> (per sweep/disposal)	3 Sweeps	\$ <u>23,400.00</u>
Additional Municipal Lot Sweeps	\$ <u>500</u> (per sweep/disposal)	3 Sweeps	\$ <u>1,500.00</u>

Name of Bidder: LRS, LLC

Address: 1655 Powis Rd, West Chicago IL 60185

Telephone No. (224) 297-4764 Fax No. N/A

Signature: Michael Sales

Name and Title: (Please Print) Michael Sales - Operations Manager

Date: 02/19/2025

References

Name of Organization: See Attached

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Contact Name: Tony Bellafiore **Village/Business:** City of St. Charles

Dates Employed: 2021 to Current

Phone Number or E-mail address: (630) 377-4462 ; tbellafiore@stcharlesil.gov

Scope of Work : Town Sweep

Address: 1405 S 7th Ave, St Charles, IL 60174

Contact Name: Brian Yarbrough **Village/Business:** Village of Itasca

Dates Employed: 2022 to Current

Phone Number or E-mail address: (630) 228-5785 ; byarbrough@itasca.com

Scope of Work : Town Sweep

Address: 411 N Prospect Ave, Itasca, IL 60143

Contact Name: Michael Warmus **Village/Business:** Village of Bartlett

Dates Employed: 2021 to Current

Phone Number or E-mail address: (630) 837-0811 ; mwarmus@bartlettIL.gov

Scope of Work : Town Sweep

Address: 1150 Bittersweet Dr, Bartlett, IL 60103

Contact Name: Nate Landers **Village/Business:** City of Geneva

Dates Employed: 2019 to Current

Phone Number or E-mail address: (630) 232-1502 ; nlanders@geneva.il.us

Scope of Work : Town Sweep

Address: 1800 South St, Geneva, IL 60134

Contact Name: Daniel Leicht **Village/Business:** City of Glenview

Dates Employed: 2020 to Current

Phone Number or E-mail address: (847) 376-0087 ; dleicht@glenview.il.us

Scope of Work : Town Sweep

Address: 2500 E Lake Ave, Glenview IL, 60026

IV. Contract Provisions

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

A. Intent

It is the intent of these specifications and contract that the Village obtain the services of a Contractor to provide street sweeping services and disposal of collected debris on the entire street network in the Village from April 1 through December 31. For bid purposes, the Village has approximately 97 curb miles to be swept as directed by the Village (see Attachment B) and two parking lots. The entire network shall be swept five (5) times (with 3 optional sweeps). Normal sweeping will occur once per month, from May to September, and optional sweeping will be available at any other time during the life of the contract. All Village Street and curb lines are to be swept clean of all debris and fine particles. Any additional sweeping required will be at the direction of the Director of Municipal Services or his designee.

B. Examination of Site

Bidders 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 his work as will not cause any interruption or interference with any other contractor.

C. Meeting Before Work Begins

It is mandatory that the Contractor meets with the Director of Municipal Services or his designee(s) at least one week prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event that any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

D. 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.

E. Basis of Payment

The Contractor shall be paid for the work described herein on a per sweep basis. A sweep shall be considered a complete cycle for the month through each of the Village's 97 curb miles of roadway with disposal of all sweeping debris collected as a product of the sweep.

F. 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.

G. Working Hours

The Contractor shall begin work no earlier than 5:00 AM and be completed by 7:00 AM Monday through Friday in the business district/downtown area and municipal lots.

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

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. The Contractor shall be required to check in with the designated contact person in Public Works every day before any sweeping activities begin.

H. Trespass on Land

The Contractor shall confine his 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.

I. 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, roll-off dumpster costs or rental, disposal and or tip fee, 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.

J. Additional Work

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

K. Additional Information

Each bidder shall be asked to provide the following data with the bid:

A statement of the items or equipment that the bidder proposes to use on the project and a statement noting which of these items of equipment the bidder owns. A separate statement is needed for those items the contractor does not own but will be able to rent or otherwise have access to use.

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.

L. 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.

M. Material Safety Data Sheets

The Contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all chemicals being used as part of this project.

N. 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. Onsite 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.

V. **Street Sweeping Specifications**

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

1. **Sweeping Equipment**

A. Equipment Requirements

The Village requires that the Contractor have both vacuum and mechanical type sweepers available. The Village will determine if the vacuum or mechanical unit will service the Village as the primary unit. In this instance the Village would provide the Contractor at least 48 hours' notice. All equipment shall be in good working order. All equipment must be equipped with backflow prevention devices or a minimum air gap of one inch (1") must be maintained between the full level of the water tank and fill tube. A current certification of testing or a visual inspection of the air gap must be maintained by the Contractor at all times and supplied to the Village for each machine before those machines are allowed to connect to the Village of Western Springs water supply at the fire hydrant located at the Public Works Garage. Any new machines obtained by the Contractor shall have their certifications provided to the Village before they are used in the community. Any certifications that are expiring shall be updated and provided to the Village prior to the expiration date. It is the responsibility of the Contractor to pay all costs required for maintaining a current certification for each machine. The Village has the right to disapprove the use of any machine the Contractor may bring to the Village that is not operating properly or if the equipment is not in good working order. In the case of equipment breakdown or failure or equipment that is not in good working order, the Contractor must be able to provide a similar unit within 24 hours from the time of the original breakdown at no additional charge to the Village.

B. Vacuum Units

Vacuum units must have a suction of not less than 8000 cfm and a hopper capacity of 5 cubic yards or greater. The vacuum units must have functioning gutter brooms mounted on both sides of the unit and the ability to sweep from either side. The unit must be able to adequately sweep at least an eight (8) foot wide path (utilizing a four (4) foot wide center broom) in one pass.

C. Mechanical Units

Mechanical sweepers must have a 4 cubic yard hopper capacity or greater and must have gutter brooms mounted on both sides and the ability to sweep from either side as well as both gutter brooms being able to operate simultaneously. The main broom shall be a minimum of fifty-eight inches

(58") wide. The mechanical sweeper must be able to adequately clean a minimum eight foot (8') wide path in one pass. The length of the broom bristles shall be adequate to properly conduct the sweeping operations, as determined by the Village.

D. Roll-Off Waste Dumpster

The Contractor shall provide a roll-off waste dumpster for the collection and removal of waste debris collected by the street sweepers. Dumpsters shall be not greater than 20 yard in volume dumpsters unless otherwise agreed to by the Village. Dumpsters must be removed when full, within two (2) business days of completing a sweep, or if directed by the Village due to an extreme odor issue or other health or safety reason. The Dumpster may be stored at a specified location at the Public Works Garage.

2. Types of Sweeping

A. Regular Schedule Sweeping

The Village of Western Springs will require the Contractor to provide a workday which follows the same working hours as the Public Works Department (or a time agreeable with the Village). The workweek will be Monday through Friday. Unless otherwise approved by an authorized representative of the Village, all work by the Contractor shall be completed at least one (1) hour prior to the end of the Village's specified work hours, in order to allow an opportunity to review the completed work. The Contractor shall follow the schedule provided to them by the Village (see attachment A). One full sweep of the 97 curb miles will be required to be completed no later than 72 hours (3 business days) after it has begun. The Contractor may use any numbers of units to complete the sweep in the given time frame. The Contractor shall use the same operator or operators for these units from day to day to allow greater efficiency, productivity, and continuity.

B. Special Request Sweeping

The Village requires the Contractor to be available to provide service for special request sweeping such as parades, carnivals, construction projects, etc. In these instances, the Village will require the Contractor to respond on-site within 24 hours from the original call from the Village requesting service. This type of sweeping would be paid on a per hour basis so bids will need to itemize an hourly rate for Special Sweeping. The Contractor will furnish separate billing for these responses.

C. Emergency Response Sweeping

The Village may require emergency response sweeping by the Contractor for special sweeping. This would be for material spills or other emergencies designated by the Village that would occur outside of the normal sweeping schedule. In these instances, the Village would require the Contractor to

respond on-site within 2 hours from the original call from the Village requesting service. This type of sweeping would be paid on a per hour basis so bids will need to itemize an hourly rate for Emergency Sweeping. The Contractor will furnish separate billing for these responses.

3. General Requirements

A. Inspection of Completed Work

The Village will require the Contractor to check in at the beginning and the end of each sweeping shift, and prior to undertaking any work in the Village, with the Director of Municipal Services or his designee. At the end of each shift the operator shall complete and return a Village Street Sweeping form to the Village designee (see attached B). The Director of Municipal Services or their designee will inspect the work the same or next day. Anything not swept to the Village's satisfaction will be swept again the following day at no additional cost to the Village. The Village will expect approximately 2.7 curb miles of sweeping per hour as a guideline. Failure to meet this standard without justifiable cause, as determined by the Village, may result in the assessment of liquidated damages.

B. Substandard Work

Up to twenty percent (20%), as appropriate based on the quantity and quality of the substandard work will be deducted from the Contractor's monthly payments by the Village for documented instances of substandard workmanship. At the Village's discretion, the Contractor may be allowed to redo the substandard work to allow for satisfactory completion of the work, as determined by the Village.

C. Disposal of Debris

The Village will provide a site that the Contractor will use for storing the roll-off dumpster supplied for this contract by the Contractor for the street sweeping debris that has been completed in the Village of Western Springs only. The Contractor shall utilize the designated area at this site for the disposal of all debris. The contractor shall deposit the debris on the pavement near the dumpster and the Village will load the debris into the dumpster. Failure to utilize the specific area directed by the Village shall result in the clean-up and removal of that debris or this inaction shall result in the assessment of liquidated damages. Dumpster use and disposal of debris costs shall be included in the unit cost in the cost per sweep.

D. Water Supply

The Village will supply water for sweeping. The Contractor shall draw water only at the fire hydrant located in the Public Works yard. Failure to adhere to this requirement may result in the assessment of liquidated damages or allow the Village to void the agreement.

E. Estimated Quantities

The Village reserves the right to add or delete quantities to the contract at the same unit costs contained in the original proposal.

(a)	Street Sweeping	Eight (8) Sweeps at approximately 97 curb miles per sweep including debris removal.
(b)	Municipal Parking Lots – Village Hall & Public Works	Eight (8) Sweeps
(c)	Special Request Sweeping	20 Hours (optional)
(d)	Emergency Request Sweeping	10 Hours (optional)
(e)	Additional Full Village Sweeps	3 Sweeps (optional)

VI. 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.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, 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 Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and 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 Vendor 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 Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.

- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

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.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

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.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide

that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by 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 approved by the Village Board 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 Manager in writing of this belief. If the Village Manager 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 approved by the Village Board and signed by the Village President or his 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, including the Illinois Prevailing Wage Act, 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 Village Manager.

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 Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. 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 workers; 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 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 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.

Schedule of Deductions for Each Day of
Default Original Contract Amount 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 seven (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 all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. 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.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

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 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, 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 legal remedies that the Village may have.

Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.

- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. 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.

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 kind, 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.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

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. 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 Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds 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 the 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 Coverages

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 Manager at the Village's principle office address.

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 insured 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.

IX. NO PERSONAL LIABILITY.

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of 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.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the 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 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.

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 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 five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Responsibility for Work

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, 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, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

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. 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.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

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. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the

incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

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.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

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, workers, 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.

LRS, LLC

Contractor

Date:

02/19/2025

Attest

Mi Saly

**Contractor's Certification Regarding
Non-Payment of Compensation**

LRS, LLC 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.

LRS, LLC
Contractor

DATED: 02/19/2025

ATTEST:

M. Sg

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the 19th day of **February** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and

LAS, LLC (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Grand Avenue Community Center (GACC) Flooring Replacement RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated February 4, 2025 and as agreed to in the Contractor's Proposal dated February 4, 2025.
2. The Contractor agrees to commence the Work on **April 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **December 31**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Grand Avenue Community Center (GACC) Flooring Replacement RFB a total dollar amount not to exceed XXXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXXX) in accordance with the Contractor's Proposal dated **February 20, 2025**, 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 however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it 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 consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

- A. Legal Notice (Advertisement for Bid) published on **January 30, 2025.**
 - B. Instructions to Bidders dated **January 30, 2025.**
 - C. Contractor's Proposal dated **February 20, 2025.**
 - D. Contractor's bid bond submitted by LRS, LLC
in the amount of \$ 101,705.04 dated **February 20, 2025.**
 - E. General Specifications and all additional provisions **February 20, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **February 20, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **February 20, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
- 6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
 - 7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.

8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: M. Scaf - Operating Manager
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: Hector Reyna - Dispatch
(Name and Title)

By: _____
Jill Izzo, Deputy Village Clerk

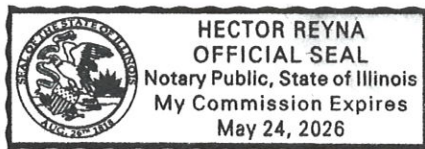


Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Michael Sales, having being first

duly sworn, depose and state that I am the

Operations Manager

(insert "sole owner", "partner", "president", "other" proper title)

and the authorized agent of LRS, LLC, 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 Street Sweeping Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The 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. The 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. The 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.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: *Michael Sales*
Name: Michael Sales
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 19 Day
Of February, 2025.

Hector Reyna
Notary Public

Notary Public

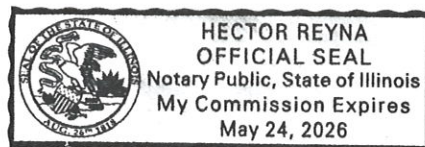


Exhibit C**CHANGE ORDER NO.:**

Owner:
Engineer:
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)
By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)

Attachment A

2025 SWEEPING SCHEDULE

The First Monday of each month shall be the start date for the Contractor's sweeping operations.

April 7, 2025	1 Sweep
May 5, 2025	1 Sweep
June 2, 2025	1 Sweep
July 7, 2025	1 Sweep
August 4, 2025	1 Sweep
September 1, 2025	1 Sweep
October 6, 2025	1 Sweep
November 10, 2025	1 Sweep
December 1, 2025	1 Sweep

Any sweeping days that happen to fall on a holiday should take place on the first day after said holiday unless the Village and contractor agree on a schedule change.

Optional sweepings may occur anytime within the life of the contract.

Per request the Village may require that more sweepers be brought in. There will be no additional charge for additional sweepers.

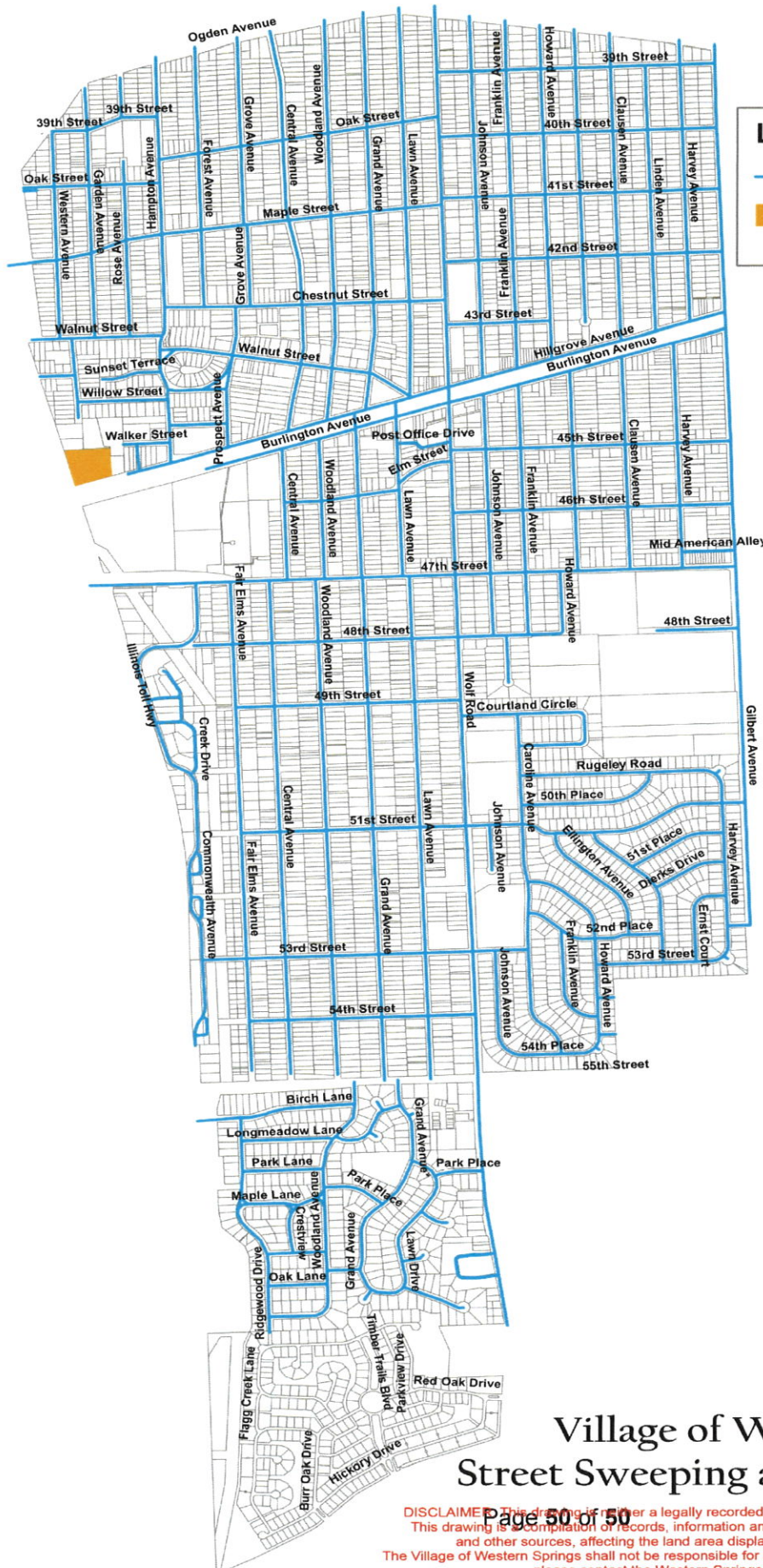
Attachment B



1 in = 0.207 miles

Legend

- Contracted Street Sweeping
- Public Works Garage
(Location for water source and debris)



Village of Western Springs Street Sweeping and Disposal Services

DISCLAIMER: This drawing is neither a legally recorded map nor a survey, and is not intended to be used as such. This drawing is a compilation of records, information and data located in various village, county and state offices, and other sources, affecting the land area displayed and is to be used for reference purposes only. The Village of Western Springs shall not be responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Western Springs Community Development Department.



CleanSweep Fleet Equipment Checklist

Updated: February 2024

Unit	Make	Model	Year	Type	Body	Water
318	GMC	T-Srs FCB042	2009	Regen. Vac	Schwarze A7	470G
319	Freightliner	SC8000	RB 2009	Mechanical	Eagle	280G
320	Sterling	SC8000	2006	Regen. Vac	Schwarze A7	470G
322	Sterling	SC8000	RB 2004	Regen. Vac	Schwarze A7	470G
323	Sterling	SC8000	2007	Regen. Vac	Schwarze A7	470G
324	Sterling	Acterra	2007	Regen. Vac	Schwarze A7	250G
325	Sterling	Acterra	2008	Regen. Vac	Schwarze A7	250G
326	Sterling	SC8000	2016	Regen. Vac	Schwarze A7	350G
328	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
329	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
330	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
333	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
334	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
337	Freightliner	M2	2014	Regen. Vac	Elgin Crosswind	275G
338	Freightliner	M2	2015	Regen. Vac	Elgin Crosswind	275G
339	Peterbilt	SC9000	2020	Regen. Vac	Schwarze A9	600G
340	Freightliner	M2016	2022	Regen. Vac	Schwarze A9	600G
341	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
342	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
343	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
344	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
345	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600

LRS CleanSweep sweeper trucks are painted in blue and white and feature all required IDOT equipment/lights, including: flashing safety and on-board arrow/directional lights, fire extinguisher, leaf blower, and other safety and operations related equipment

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

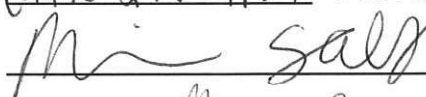
Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Service</u>	<u>Unit Cost</u>	<u>Units</u>	<u>Unit Extended Price</u>
Regular Sweeping	\$ <u>7,468.13</u> (per sweep/disposal)	8 Sweeps	\$ <u>59,745.04</u>
Village Hall Parking Lots	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Public Works Lot	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Additional Services			
Special Sweeping	\$ <u>224.00</u> (per sweep/disposal)	20 Hours	\$ <u>4,480.00</u>
Emergency Sweeping	\$ <u>269.00</u> (per sweep/disposal)	10 Hours	\$ <u>5,380.00</u>
Additional Full Town Sweeps	\$ <u>7,800</u> (per sweep/disposal)	3 Sweeps	\$ <u>23,400.00</u>
Additional Municipal Lot Sweeps	\$ <u>500</u> (per sweep/disposal)	3 Sweeps	\$ <u>1,500.00</u>

Name of Bidder: LRS, LLC

Address: 1655 Powis Rd, West Chicago IL 60185

Telephone No. (224) 297-4764 Fax No. N/A

Signature: 

Name and Title: (Please Print) Michael Sales - Operations Manager

Date: 02/19/2025



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.7.

To: Public Works and Water Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Lead Service Line Replacement Cost Share Program

Recommendation

None.

Summary

The Illinois Environmental Protection Agency (IEPA) enforces the Lead Service Line Replacement and Notification Act, which was signed into law in August 2021. This law requires all public water systems in Illinois to identify and replace lead service lines to reduce lead exposure in drinking water. Communities must develop and maintain an inventory of all service lines, categorizing them as lead, galvanized requiring replacement, non-lead, or unknown. The initial inventory was due by April 15, 2023, with annual updates required. Additionally, public water systems submitted a Lead Service Line Replacement Plan (LSLRP) to the IEPA on April 15, 2024, outlining how they will fully replace all lead service lines within a set timeframe.

The law prohibits partial replacements, requiring the entire service line to be replaced to avoid disturbing lead and increasing contamination risks. Public water systems must also notify residents with lead service lines and provide ongoing education about lead exposure risks and the replacement process.

The Village has identified a 15-year replacement schedule to replace approximately 45 lead services annually with the assistance of an IEPA low interest loan. Recognizing the need that some residents may wish to replace their lead service line sooner, the Village Board has authorized \$50,000 from the Water-Sewer Fund for a cost-share program in the 2025 budget where residents can replace a service line at their own cost and receive a reimbursement of up to \$5,000 towards the replacement.

Financial Impact

Account 4303510 62020

Fund Water Fund

2025 Budget \$50,000

Project Cost 50% or up to \$5,000 per instance.

Recommended Motion

None.

Strategic Plan Alignment

Infrastructure Improvements.

File Attachments

1. DRAFT_LSLR Application Package

Village of Western Springs



Lead Service Line Replacement Cost Share Program

Municipal Services Department
(708) 246-1800 Ext. 200
740 Hillgrove Avenue, Western Springs IL 60558



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DRAFT



Introduction

The Illinois Environmental Protection Agency (IEPA) enforces the Lead Service Line Replacement and Notification Act, which was signed into law in August 2021. This law requires all public water systems in Illinois to identify and replace lead service lines to reduce lead exposure in drinking water. Communities must develop and maintain an inventory of all service lines, categorizing them as lead, galvanized requiring replacement, non-lead, or unknown. The initial inventory was due by April 15, 2023, with annual updates required. Additionally, public water systems submitted a Lead Service Line Replacement Plan (LSLRP) to the IEPA by April 15, 2024, outlining how they will fully replace all lead service lines within a set timeframe.

The law prohibits partial replacements, requiring the entire service line to be replaced to avoid disturbing lead and increasing contamination risks. Public water systems must also notify residents with lead service lines and provide ongoing education about lead exposure risks and the replacement process.

The Village has identified a 15-year replacement schedule to replace approximately 45 lead services annually with the assistance of an IEPA low interest loan. Recognizing the need that some residents may wish to replace their lead service line sooner, the Village Board has authorized a cost share program where residents can replace a service line at their own cost and receive a reimbursement of up to \$5,000 towards the replacement of their service line.



Ineligible Costs

Costs not eligible for reimbursement through the Lead Service Line Cost Share Program include:

- Replacement of flooring, drywall, painting, interior redecoration, paint, replacement/restoration of sidewalks, parkways, curbs, and streets, and/or landscaping.
- Any permits required to perform this work, which will include all applicable permit fees and bonds.
- Architectural fees, engineering or any professional service fees.
- Repairs or replacement of any other utility service line.

The Program is not retroactive and may not be applied to work performed in the past. Please take the time to read through the information in this packet which provides technical and administrative details of the program as well as necessary applications. When sending documentation to the Village, please title the documents as follows:

Homeowner/Applicant's Name—Address of Home—Name of Document—LSLR

Example:

Joe Smith—123 Easy Street—Lead Service Line Replacement Checklist—LSLR

All questions regarding this program should be directed to the Village's Municipal Services Department at 1-708-246-1800 ext. 200.



Pre-Application Information

The outlined, step-by-step process for receiving reimbursement is detailed later in this document. Below are general guidelines and things to consider when taking part in the Lead Service Line Cost Share Program.

The homeowner/applicant must obtain three (3) quotes from licensed Illinois plumbers, for the proposed work.

- For the work to be considered in the Program, the homeowner must award the work to the lowest responsible bidder.
- Attach all three (3) quotes with your completed “Contractor Quote Record”.
- Complete the “Lead Service Line Replacement Cost Share Application”.
- The Village will verify that the homeowner/applicant is in good standing regarding payment of taxes, fees, and other criteria; homeowners will be considered ineligible if:
 - Any unpaid taxes or water bills or other debt is due to the Village.
 - Any unpaid Village liens are on any property owned by the applicant.
 - Any outstanding Code violations exist that the homeowners have been advised of and have not corrected.
 - All outstanding fees associated with the Village, including vehicle stickers, are not paid in full.
 - Property previously received a reimbursement under the Program.
- Once good standing has been verified, the Village will contact the homeowner/applicant, and they may proceed in the process:

Complete and submit a Building Permit Application. An electronic application for the proposed work can be found here: Permits & Licenses <https://wsprings.com/516/Permits-Licenses> or a physical application is available at the Community Development Department. Completed “Building Permit Applications” must be submitted to LSLRCostshare@wsprings.com

The Village will verify the “Building Permit” and any additional documentation required.



Once these documents are reviewed and approved, the homeowner/applicant will be contacted by the Village to commence with the work.

- For reimbursement to be considered, all applications and work must be completed within ninety (90) days of program approval.
 - These ninety (90) days begin upon the issuance of the approved “Building Permit”.

Once the work has been completed, inspected, and approved by the Village, the homeowner/applicant must complete these final steps to receive reimbursement:

- Obtain a drawing of the completed work, typically drawn on a plat of survey.
- Provide proof of payment for the completed work via a cancelled check or a waiver of lien.



Contractor Quote Record

Contractor 1

Name: _____
Illinois Plumbing License or Certification Number: _____
Business Name: _____
Business Address: _____
Business Phone: _____ Cell Phone: _____
Business E-mail Address: _____
Price Quote: _____

Contractor 2

Name: _____
Illinois Plumbing License or Certification Number: _____
Business Name: _____
Business Address: _____
Business Phone: _____ Cell Phone: _____
Business E-mail Address: _____
Price Quote: _____

Contractor 3

Name: _____
Illinois Plumbing License or Certification Number: _____
Business Name: _____
Business Address: _____
Business Phone: _____ Cell Phone: _____
Business E-mail Address: _____
Price Quote: _____



Village of Western Springs—Municipal Services Department
740 Hillgrove Avenue Western Springs, IL 60558
(708) 246-1800 Ext. 200
www.wsprings.com & LSLRcostshare@wsprings.com.

Application

Note: *to be eligible for this program, the homeowner must be a Village water utility consumer.*

Homeowner/Applicant Name: _____
Project Address: _____
Western Springs, Illinois 60558
Telephone: _____
Email Address: _____

For reimbursement to be considered, all applications and work must be completed within ninety (90) days of permit issuance.

STATEMENT OF DISCLOSURE

I hereby attest that this application and attached documents are true, accurate, and represent only direct cost work associated with this program to the best of my knowledge. Further, I agree the Village has the sole discretion to determine all monies to be reimbursed. Also, I understand that the Village shall have no present or future liability or responsibility for the system installed by this program; malfunctions, maintenance, or other problems that may occur are my sole responsibility. My signature below indicates that I accept these terms.

Homeowner/Applicant's Signature Printed Name Date

For Office Use Only

☐ Complete applications and permits ☐ Village Plumbing Inspector approval

☐ Resident is in good standing Date of approval: Click or tap to enter a date.

Village Representative Signature Printed Name Date



Program Checklist

The Village's goal with this program is to be as transparent and helpful with its residents as possible. Attached is a checklist of steps the applicant must complete to be eligible for this Program. All questions regarding this program should be directed to the Village's Municipal Services Department at 1-708-246-1800 Ext. 200.

Before applying for a Building Permit, the homeowner/applicant must complete the following forms and send them to LSLRCostshare@wsprings.com.

- ☐ Obtain and attach 3 quotes from licensed Illinois plumbers and complete and attach the Contractor Quote Record Sheet:
- ☐ Complete the Lead Service Line Replacement Cost Share Application

Following the receipt of these documents, the Village will verify that the homeowner/applicant is in good standing. Once the Village has emailed a response regarding standing with the Village, the homeowner/applicant must complete the following forms. The Building Permit and Disconnections Checklist Application must be sent to LSLRCostshare@wsprings.com.

- ☐ Complete the Village Building Permit

The Village will verify the permits and reach out to the resident regarding the start of the work. Once the work has been completed, inspected, and approved by the Village, the homeowner/applicant must complete these final steps to receive reimbursement. These final documents must be sent to LSLRCostshare@wsprings.com

- ☐ Obtain a drawing of the completed work from the contractor. It is typically drawn on a plat of survey
- ☐ Provide proof of payment via a cancelled check or waiver of lien



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.8.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

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

RE: 2025 Contract for Water Treatment Chemicals with Hawkins Chemical

Recommendation

Consider a recommendation to approve a contract with Hawkins Chemicals and waive the bid requirement for the approval and purchase of chemicals used in the Village water treatment process.

Summary

The Village has been provided services by Hawkins Chemical for our water treatment needs over the past ten years. Although the exact amount and costs for the year cannot be fully determined, Municipal Services has determined that based on operational averages and annual price increases, the Village has budgeted \$250,000.00 for the purchase of water treatment chemicals.

Hawkins has provided a reliable service over the years, their ability to manufacture and provide chemicals to not only Western Springs, but to other water distributors that purchase chemicals. This was experienced during 2021 and beyond due to the closure of manufacturing facilities. Hawkins provides the Village with a designated Technical Sales representative that extends beyond the chemical needs.

Attached is the signed contract by Hawkins Chemical and the price list for the chemicals as of February 27, 2025.

Financial Impact

Not to exceed \$250,000.00 in the purchase of chemicals used in the process for water treatment.

Recommended Motion

I move to recommend to the Village Board the waiver of bids and approval of a contract with Hawkins Chemical for the purchase of water treatment chemicals not to exceed \$250,000.00

Strategic Plan Alignment

File Attachments

1. Hawkins Contract - Western Springs IL 2025 - Signed
2. Village of Western Springs Quote

VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and **Hawkins** (the "Vendor"), and is dated as of **February 10, 2025** (the "Contract"). The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to perform the services, as defined below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:

- a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is dated _____, 202__ (Invoice or Purchase Order No. _____), and a true and correct copy of said Invoice/Purchase Order is attached hereto as **Exhibit "A"**; and
- b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.

2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Invoice/Purchase Order) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.

3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all of the goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order attached as **Exhibit "A"**.

4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Invoice/Purchase Order attached as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

- a. The following **Alternate Payment Schedule** has been agreed to by the Parties:
 - i. _____ % payment of the Total Contract Price payable to the Vendor at the time of execution of this Contract or the date of the Notice to Proceed;

- ii. _____ % payment of the Total Contract Price payable to the Vendor upon written proof from the Vendor and Village verification of completion of 50% of the Work;
- iii. _____ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 75% of the Work; and
- iv. _____ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 90% of the Work; and
- v. 10% of the Total Contract Price held by the Village as retention and payable to the Vendor upon written proof from the Vendor and Village verification of completion 100% completion of the Work. Depending on the type of Work, partial and final lien waivers may be required by the Village in order to release payments.

5. **Notice to Proceed With the Work.** The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed from the Village delivered to the Vendor and shall complete the Work within _____ (____) calendar days from the date of the Notice to Proceed or as otherwise stated in the Vendor's Invoice/Purchase Order.

6. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**

7. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

VILLAGE OF WESTERN SPRINGS

By: _____
 Name: _____
 Village President or Village Manager

Date: _____, 202__.

ATTEST:

By: _____
 Name: _____
 Village Clerk

Date: _____, 202__.

VENDOR: Hawkins Inc.

By: _____
 Name: Douglas Lange, Vice President, Water Treatment Group
 Authorized Corporate Officer

Date: February 27, 2025.

NOTARY PUBLIC

By: _____
 David Schindeldecker

Date: February 27, 2025.

SEAL / STAMP

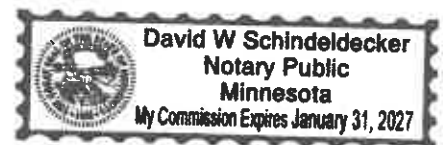


Exhibit "A"

Vendor's Invoice, Purchase Order or Agreement dated _____, 202__
(Invoice or Purchase Order No. _____)

(attached)

Exhibit "B"

**Rider to
Vendor Contract for Goods, Supplies and Services
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.
7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation and Venue.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, 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 Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and 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 Vendor 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 Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
- a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
 - b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
 - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
 - d. The Vendor complies with the Illinois Drug Free Work Place Act.
 - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
 - f. The Vendor complies with the Americans with Disabilities Act.
 - g. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - h. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Section 10.

11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached Exhibit "A".
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
 - a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
 - b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
 - c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
 - d. It is authorized to sell and install the goods, supplies, equipment and/or services.
 - e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
 - f. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
 - g. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
 - h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
14. **Insurance.**
 - a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
 - b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
 - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
 - ii. Umbrella Coverage – \$1,000,000.00
 - iii. Property Damage – \$500,000.00 per occurrence
 - iv. Automobile Coverage – \$1,000,000.00 per occurrence
 - v. Errors and omissions insurance or professional liability: TBD by Village Manager
 - vi. Workers' Compensation – Statutory

[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) 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 the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village's own insurance. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

Waiver and Assumption of Liability. The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Contract. The Vendor assumes all liability and responsibility for his/her/its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or

termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in Exhibit "A" shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Vendor:

Douglas Lange, Vice President, WGT
Hawkins Inc.
2381 Rosegate
Roseville MN 55113

18. **Independent Contractor.** The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Exhibit "C"

Certificates of Insurance

(attached)

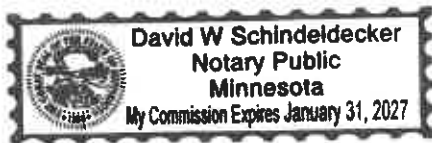
ACKNOWLEDGEMENT

Minnesota
STATE OF ~~ILLINOIS~~)
Ramsey) SS
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Douglas Lange, **President or Authorized Corporate Officer of** Hawkins Inc., [insert name], is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27th day of February, 2025.

Commission expires January 31, 2027.




Notary Public

HAWKINS, INC.

WATER TREATMENT GROUP

2450 Horner Ave
University Park, IL 60484
Phone: 815.715.9145 Fax: 708.258.3789

Date: 02/26/2025

To: Village of Western Springs

Attn.: Ronald Derengowski

RE: Chemical Quote

Any Price Change Notification will be **30 days** prior to new pricing adjustment

QUOTATION PROPOSAL

This quotation constitutes an offer to furnish the items listed subject to: terms and conditions stated hereon: receipt of your purchase order by Hawkins Water Treatment Group, Inc.; and written acceptance of your order by Hawkins Water Treatment Group, Inc. and /or the manufacturer(s) involved as follows;

Chemical Products:

AWC-102 Ultra	21.12/G
Azone 15 Sodium Hypochlorite	2.7263/G
Sodium Hydroxide 30% Diaphragm	4.4498/G
LPC – AM	14.01/G
Oxalic Acid Bags 50 lb Bag	1.89/lb
AWC – C-234 55G Drum	3.38/lb
AWC – C 236 55G Drum	3.34/lb

Hawkins will provide a free-to-the-customer WATSIM analysis upon request to trouble shoot, and curate specialty blends/chemicals to resolve issues that come from water source and distribution.

Hawkins will provide service with chemical feed equipment with preferred vendors such as the Blue-White Industries pumps that are used for the Village of Western Springs as well as tanks and containment.

Freight: 25.00 per Delivery

A keep-fill schedule has been implemented to accommodate municipal needs, and mitigate emergency's at no charge.

Weekly during high volume months

Bi-Weekly during low volume months

Fuel Surcharge: 20.00-45.00 Per Month per DoE

- Currently 26.00

Thank you for giving me the opportunity to quote you for this product, and I look forward to working with you. Please feel free to contact me on my cell at (815) 715-9145 with any questions or concerns.

Sincerely,

Anthony Popovich

Technical Route Sales

Hawkins Water Treatment Group



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.9.a.

To: Public Works and Water Committee

From: Jeff Koza, Director of Engineering Services

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

RE: Recommended North Side Pedestrian Accommodations Between I-294 and Wolf Road

Recommendation

Staff is recommending the selection of the Cook Department of Transportation and Highways alternative 1 for north side of Plainfield Road pedestrian accommodations.

Summary

The Cook County Department of Transportation and Highways (CCDOTH) is currently working on and nearing completion of what they call a corridor study (more commonly referred to as Phase 1 Engineering) of Plainfield Road between County Line Road and East Avenue. This is the initial step in the process for CCDOTH to rebuild the roadway. There is no construction date established and CCDOTH has advised there are several more years of engineering work and right of way work needed before the project would be ready for construction. For details on the status of the overall study please visit the CCDOTH project website at www.improveplainfieldroad.org. The CCDOTH is the owner of Plainfield Road, and they are managing all aspects of this project. The Village is coordinating with CCDOTH on the study because the roadway is located within Village boundaries.

The CCDOTH recently reached out to Village staff seeking the Village's recommendation as to what pedestrian accommodations should be provided on Plainfield Road within the Village's boundaries of the Plainfield Road corridor. The specific area CCDOTH is asking about is the northern half of Plainfield Road between I-294 and Wolf Road. Generally, CCDOTH's current policy for pedestrian accommodations is to provide at a minimum a 5-foot-wide sidewalk on each side of the street for a newly reconstructed roadway. There is an existing asphalt path that runs along the southern edge of the Timber Trails subdivision. This path runs parallel to and immediately adjacent to Plainfield Road right of way. The CCDOTH developed two alternatives for consideration.

Alternative 1 would involve not installing new sidewalk between Burr Oak Drive and Wolf Road. CCDOTH would install sidewalk from I-294 to Burr Oak Drive and then at Burr Oak Drive the County would connect new sidewalk to the existing asphalt path system. The existing Timber Trails asphalt path system would serve as the pedestrian accommodation for the north side of Plainfield Road.

Alternative 2 would involve installing new continuous sidewalks on the north side of Plainfield Road right of way between I-294 and Wolf Road. It would run next to and parallel to the existing Timber Trails path system.

Information to consider:

- CCDOTH would install new sidewalks with the project with the project but require the Village to maintain the sidewalks in perpetuity.
- Eventually, when Timber Trails subdivision is completed, the asphalt path system will be located on outlot property which will be transferred to and owned by the Village. The path system on the outlot property will be maintained by the HOA per the subdivision development agreement. As a result, the path system will remain open to the public for public use. Currently, the developer is still the owner of the land and paths. The paths are generally in fair to poor condition and the paths would need to be rehabilitated before the Village would accept a transfer of ownership.
- A meeting was held in December with the HOA president and two other HOA board members, Village Staff, and the CCDOTH project team. Both alternatives and several variations of the alternatives were discussed. However, at the end of the meeting there was no agreement on a preferred alternative. Several HOA concerns were outlined in the meeting minutes that are included with this agenda packet for your consideration.
- CCDOTH is planning to place an 8 to 10-foot-wide shared use path on the south side of Plainfield Road for the entire project limits including on the south side of the road adjacent to the Timber Trails Subdivision
- CCDOTH notes that eliminating the Plainfield Road north side sidewalk would result in a reduction of hard surfaces and less stormwater runoff would be generated.
- Per CCDOTH, there will be public meetings this year which will allow for additional public comment on the matter.

Infrastructure Commission

The Infrastructure Commission reviewed and discussed this item at their February 20, 2025 Commission meeting. They unanimously recommended alternative 1, and they approved a motion selecting alternative 1 as their formal recommendation to the Public Works and Water Committee.

Financial Impact

A formal IGA with CCDOTH is not in place for the project. It will be formally developed when the project is closer to the start of construction. However, it is believed that CCDOTH will pay for all Plainfield Road improvements. Maintenance of the pedestrian accommodations will fall on either the Village if the duplicative sidewalk is placed in Plainfield Road right of way or the Timber Trails HOA if the existing path is utilized. The Timber Trails HOA is responsible for path maintenance in accordance with the Timber Trails Subdivision Annexation and Development

Agreement once the improvements are accepted by the Village.

Recommended Motion

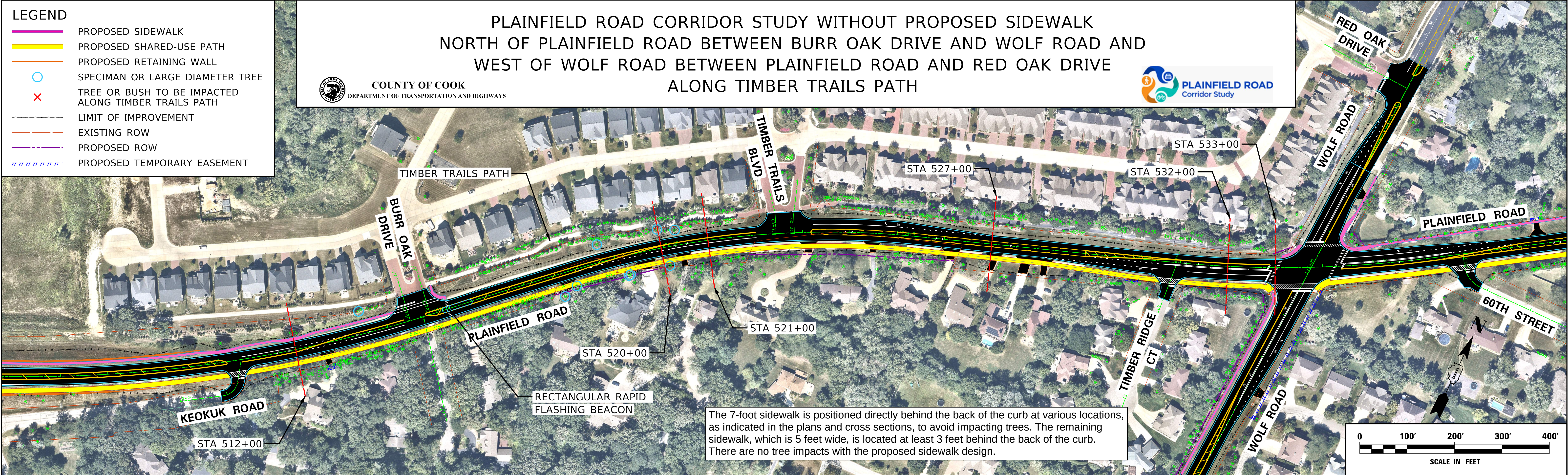
I move to recommend to the Board of Trustees the selection of Alternative ____ for the north side pedestrian accommodations and further recommend that the Village Board formally recommend the selection of Alternative ____ to the CCDOTH.

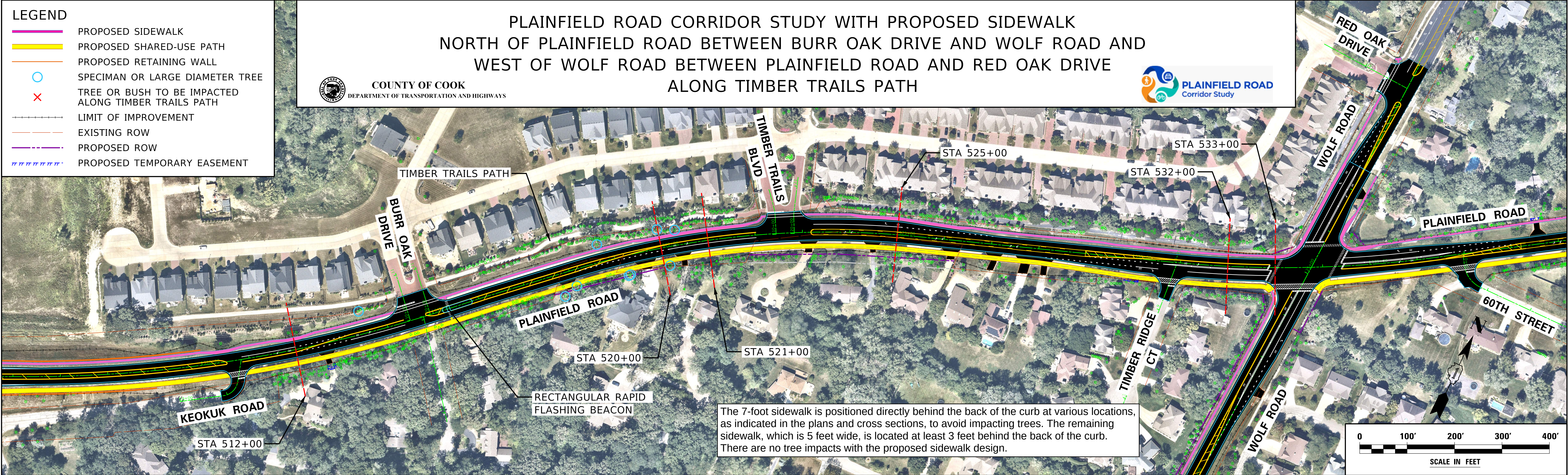
Strategic Plan Alignment

N/A

File Attachments

1. D1B37-Alternative 1 - No new sidewalk along Timber Trails
2. D1B37-Alternative 2 - New parallel sidewalk along Timber Trails
3. Meeting minutes_Western Springs & Timber Trails HOA _CCDOTH_12112024







CONFERENCE REPORT

Project Name: Plainfield Road Preliminary Engineering Services
County Line Road to East Avenue
Client Name: Cook County Department of Transportation and Highways
(CCDOTH)
Conference Date: December 11, 2024 (1:30 pm)
Conference Location: Village of Western Springs 740 Hillgrove Ave.
Project No.: Section 16-B3719-00-EG
By/Issue Date: RFM//January 20, 2025
Revised:

The following Conference Report is assumed correct unless written notice to the contrary is received within 5 days of the issue date.

ATTENDEES:

Ellen Baer	Village of Western Springs (Village)
Jeff Koza	Village of Western Springs (Village)
John Camillo	Timber Trails Homeowners Association (HOA)
Pat Higgins	Timber Trails Homeowners Association (HOA)
Katie VanderZanden	Timber Trails Homeowners Association (HOA)
Rob Zoromski	Advantage Consulting Engineers (ACE)
Katie Bell	Cook County Department of Transportation and Highways (CCDOTH)
Sanjay Joshi	Cook County Department of Transportation and Highways (CCDOTH)
Robert Mack	WSP USA (WSP)

SUBJECT: Plainfield Road Phase I Study - CCDOTH Village of Western Springs and Timber Trails Homeowners Association Proposed Sidewalk Coordination Meeting

MEETING SUMMARY:

A meeting was held on December 11, 2024, with the Village of Western Springs and representatives of the Timber Trails Homeowners Association (HOA) to discuss CCDOTH's proposed sidewalk design alternatives adjacent to the Timber Trails Subdivision between the I-294 Tollway Bridge and Wolf Road.

The following is a summary of the meeting discussions:

1. Introductions were made
2. CCDOTH provided a brief overview of the Plainfield Road Phase I study which extends approximately 3.5 miles along Plainfield Road between County Line Road and East Avenue. The proposed improvements will include the following:

- Three 11- foot lanes including a center bi-directional turn-lane
 - Curb and gutter with an enclosed drainage system
 - Improvements at signalized intersections (no new traffic signals proposed)
 - Bicycle and pedestrian facilities including an 8-10 feet wide asphalt multi-use path along the south side and a 5-7-foot-wide concrete sidewalk along the north side of Plainfield Road.
3. CCDOTH explained that the locations of the proposed north sidewalk and the south multi-use path are consistent with the sidewalk and multi-use path recently built on the newly constructed Plainfield Road bridge over the I-294 Tollway.
 4. WSP presented two exhibits showing the two sidewalk alternatives being considered along Plainfield Road between the I-294 Tollway and Wolf Road.
 - The first alternative includes a new sidewalk along the north side of Plainfield Road within the County's right-of-way. This design includes a concrete sidewalk in the north parkway which varies in width between 5 and 7 feet noting that the 7-foot-wide sidewalk width is required at locations where the sidewalk is placed immediately behind the back of curb. This is being proposed in some locations to avoid tree impacts.
 - The second alternative includes a new sidewalk along the north side of Plainfield Road within the County's right-of-way between the I-294 Tollway and Burr Oak Drive. At Burr Oak Drive, the sidewalk would then tie in with the existing internal path system within the Timber Trails subdivision.
 5. CCDOTH explained that the second alternative was developed based on a request from the Village of Indian Head Park. In recent coordination meetings with the County, the Village of Indian Head Park noted that many residents already utilize the Timber Trails internal path system today and they felt a parallel sidewalk within the County's right-of-way was redundant/not needed. WSP also noted an added benefit of not building a second parallel sidewalk is less stormwater runoff. CCDOTH has informed the Village of Indian Head Park that this modification would require concurrence from the Village of Western Springs and the HOA as there would need to be a commitment for future maintenance. CCDOTH does not currently maintain any sidewalks or bike paths located within County right-of-way and typically requests that a municipality or other local entity assume those long-term maintenance responsibilities.
 6. The Village noted they believe the first alternative would be less aesthetically pleasing than the second alternative which is why they were open to considering/discussing the second alternative with the County and the HOA.
 7. The Village stated that it owns the land along the Timber Trails internal path system which is platted as an out lot. The Village indicated that it has not yet signed off and accepted the maintenance of any public infrastructure in the development including the path system which is still being maintained by the Developer. At this stage, it is assumed that the HOA will be responsible for path maintenance after this sign off occurs.

8. The HOA stated that the nearly 10-year-old asphalt Timber Trails path is in poor condition and has not been constructed nor maintained properly by the Developer. They asked if the County would consider replacing this asphalt path with a new concrete sidewalk if it were to be connected to and utilized as part of the sidewalk system along Plainfield Road. CCDOTH confirmed they would be amenable to this request, contingent on the HOA accepting long-term maintenance responsibilities for the new sidewalk. CCDOTH noted they would likely recommend a 5-foot concrete sidewalk be installed to be consistent with what is being proposed throughout the rest of the north side of the corridor.
9. The HOA stated that providing a sidewalk connection at Burr Oak Drive will likely increase the usage of the Timber Trails sidewalk and would add more risk exposure and liability to the HOA. They inquired if the Village and/or County would be willing to assist with long-term maintenance needs/costs. CCDOTH stated that given the unique situation they would be amenable to developing a three-party agreement among the Village, County and HOA to establish the terms for the construction and maintenance of the sidewalk located within the Timber Trails subdivision. CCDOTH would be amenable to providing some financial assistance to the HOA when major repair or reconstruction work is needed. The Village noted that they would need to coordinate this issue further with their staff as well as the Developer prior to making any commitments.
10. The HOA noted some residents may be concerned with the increased public usage of the sidewalk near their homes. They introduced the possibility of moving their existing wrought iron fence to the opposite (north) side of the Timber Trails sidewalk to help alleviate these concerns. However, after some discussion it was concluded that moving the fence would likely not be accepted by most of the HOA residents as this would limit their open access and use of the sidewalk.
11. The HOA inquired about who would maintain the proposed sidewalk between the I-294 Tollway and Burr Oak Drive under the second alternative. CCDOTH responded they have requested the Village maintain this segment of sidewalk and they are considering the request.
12. The HOA also inquired about who would maintain the proposed multi-use path on the south side of Plainfield Road across from the Timber Trails subdivision and CCDOTH confirmed the Village of Indian Head Park has agreed to maintain it since it is located within their municipal boundary.
13. CCDOTH pointed out that as part of both alternatives they are also proposing to install a crosswalk and a Rapid Rectangular Flashing Beacon (RRFB) with a pedestrian refuge island at Burr Oak Drive which would provide safe pedestrian access to the Timber Trails sidewalk from the south. CCDOTH noted this pedestrian crossing was requested during the first public meeting held in 2021 as it was stated that it is currently a popular location for people to cross Plainfield Road and utilize the Timber Trails path system. The HOA agreed that people frequently cross Plainfield Road at this location today but expressed safety concerns with placing an RRFB at this midblock crossing given the high speeds and the “hilly” profile of Plainfield Road at this location. The HOA asked if a traffic signal could be provided instead of the RRFB at this location.

CCDOTH responded that the vehicular and pedestrian usage at the intersection is not high enough to warrant a traffic signal.

14. CCDOTH further noted that if a marked crossing is provided at the Burr Oak Drive intersection, an RRFB with pedestrian refuge island would be required. This RRFB would need to be maintained by either or both Western Springs and Indian Head Park. Alternatively, if the RRFB is not constructed, residents wishing to cross Plainfield Road could utilize the new multi-use path along the south side of the roadway or the sidewalk along the north side to cross at the Wolf Road traffic signal, located approximately $\frac{1}{4}$ mile to the east, or the proposed crossing with RRFB at Garywood / Manor Drive, west of the Tollway bridge.
15. The HOA stated that its existing gateway entrance monument and Potawatomi stone at the northwest corner of Plainfield Road and Wolf Road is considered a sensitive resource that would need to be protected as part of the project. CCDOTH stated that the project will not impact this monument.
16. The HOA asked if the County would consider burying the existing overhead ComEd electric lines along Plainfield Road. CCDOTH stated that ComEd would be responsible for relocating their utilities to accommodate the Plainfield Road improvements as needed and CCDOTH will not dictate how/where they should relocate. If the Village were to request that ComEd to bury the existing aerial utility lines in this location, the cost of this relocation would be borne by the Village. WSP added that there are other aerial utilities, including Comcast and AT&T, in addition to ComEd that may be present on these poles, and these companies would also need to be coordinated with and included with any underground utility relocation plans being considered by the Village.
17. CCDOTH noted that construction of this project would not occur for another 5-10 years from now. However, CCDOTH stated that they are planning to host a public meeting for this project in the spring/summer of 2025 and they would like a decision from the Village and HOA concerning the sidewalk design and maintenance prior to that meeting in order to facilitate public input on the proposed sidewalk location. *Post Meeting Note: CCDOTH would also like a decision from the Village(s) regarding their acceptance of future maintenance of an RRFB at Burr Oak Drive.*
18. The Village reiterated that there are still issues to be resolved with the Developer and they are unsure on the schedule to turn over the property. They will need more time to meet with staff and the Developer, present these sidewalk alternatives and discuss the various sidewalk related issues before any decision could be provided. The Village agreed to follow up with the County following this coordination in early 2025.
19. The meeting adjourned at 3:30 pm.



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM D.9.b.

To: Public Works and Water Committee

From: Jeff Koza, Director of Engineering Services

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

RE: Proposed Crosswalk with Rectangular Rapid Flashing Beacon at Burr Oak Drive and Plainfield Road

Recommendation

Consider a recommendation to approve a Rectangular Rapid Flashing Beacon (RRFB) installation and acceptance of RRFB maintenance provided that the RRFB installation at this intersection can be shown through an engineering analysis performed by CCDOTH that the RRFB installation meets all applicable design and safety criteria.

Summary

The Cook County Department of Transportation and Highways (CCDOTH) is conducting what they have termed a corridor study of Plainfield Road between County Line Road and East Avenue. This study is also referred to as Phase I engineering for the reconstruction of Plainfield Road. Currently, CCDOTH is planning to provide a shared use path along the south side of Plainfield Road for the entire project limits. In an effort to improve connectivity and access to the shared use path, CCDOTH is studying the possibility of installing a crossing of Plainfield Road at Burr Oak Drive. The proposed crossing would consist of a marked crosswalk, appropriate advanced signage and the installation of a Rectangular Rapid Flashing Beacon (RRFB) at the intersection. The RRFB is intended to warn drivers on Plainfield Road that a pedestrian/bicyclist is attempting to cross the roadway. The County discussed the RRFB installation with Village Staff and members of the Timber Trails HOA at a December 2024 meeting. At that meeting, the HOA requested a traffic signal be provided. However, the CCDOTH team stated the intersection would not warrant a traffic signal and would not be provided. In a follow up email from the HOA to Village staff, the HOA indicated they would prefer that the RRFB is not installed. Their emailed comments are included in the agenda packet.

Engineering Services believes if the CCDOTH engineering analysis shows that an RRFB meets all design criteria for installation at the intersection that the Village should support the installation of the RRFB as it increases connectivity to the shared use path. It should be noted that if the RRFB is not installed, then it is expected that CCDOTH would not provide any pedestrian crossing of Plainfield Road at this intersection.

The CCDOTH is also seeking a commitment that the Village would accept maintenance of the

installation. It is assumed the maintenance would be shared with the Village of Indian Head Park as the south side of the roadway is within their boundaries. The details of this would be worked out through an IGA with CCDOTH once the project is closer to construction.

Financial Impact

The installation of the RRFB would be paid for by CCDOTH. CCDOTH would require the Village accept a share of the maintenance responsibilities. The details of the maintenance responsibilities would be formalized once the project is closer to construction through an IGA.

Recommended Motion

I move to recommend to the Village Board of Trustees approval of a Rectangular Rapid Flashing Beacon (RRFB) installation and acceptance of RRFB maintenance provided that the RRFB installation meets all applicable design and safety criteria.

Strategic Plan Alignment

Infrastructure improvements.

File Attachments

1. HOA email to Village on RRFB 2-20-25

Jeff Koza

From: Patrick Higgins <higginsphd@gmail.com>
Sent: Thursday, February 20, 2025 2:06 PM
To: Ellen Baer
Cc: Casey Biernacki; Jeff Koza
Subject: Re: Cook County Department of Transportation and Highways (CCDOTH) Plainfield Road Ph. 1 Study Village of Western Springs and Timber Trails HOA Proposed Sidewalk Coordination 12/11/2024 Meeting Minutes

Ellen,

No one is in town and available to attend. There is consensus at the Board level that the RRFB is not adequate for the proposed pedestrian crossing. If installed Cook County and the Village would be creating and/or consenting to a hazardous condition similar to one recently removed on Ogden Avenue.

Prh

On Feb 11, 2025, at 5:46 PM, Ellen Baer <ebaer@wsprings.com> wrote:

Pat,

The County is looking for confirmation on their plan so they can proceed with the next phase. We are planning to let the Infrastructure Commission and Public Works & Water Committee discuss the item before we confirm the direction to the County. We would like to have something from the Timber Trails HOA concurring so that our Commission and Committee know your preferences? The Commission is planning to have their meeting on February 20. Would you provide an email or letter with the TT HOA preferences and requirements? I know you are out of town, but if someone else would want to attend a meeting on behalf of the HOA, please let us know.

Thank you for your consideration.

Ellen

From: Sanjay Joshi (DOTH) <Sanjay.Joshi@cookcountyil.gov>
Sent: Monday, February 10, 2025 10:15 AM
To: Ellen Baer <ebaer@wsprings.com>; Jeff Koza <jkoza@wsprings.com>
Cc: Katie Bell (DOTH) <Katie.Bell@cookcountyil.gov>; Mack, Robert <Robert.Mack@wsp.com>
Subject: RE: Cook County Department of Transportation and Highways (CCDOTH) Plainfield Road Ph. 1 Study Village of Western Springs and Timber Trails HOA Proposed Sidewalk Coordination 12/11/2024 Meeting Minutes

Good Morning Ellen and Jeff,

Just wanted to follow-up regarding outstanding items from our meeting last December.



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: March 4, 2025

AGENDA ITEM E.1.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

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

RE: March 2025 Water System Update

Recommendation

This is for informational purposes only.

Summary

Hampton Avenue Leak Detection

The Municipal Services Department will be working with McKim & Creed to perform leak detection along Hampton Avenue between Odgen Avenue and Hillgrove Avenue for the Hampton Avenue resurfacing project beginning June 9, 2025. The Gutermann acoustic water leak detection system has determined several small leaks within the project. The Village is moving forward with securing McKim & Creed for a total of 40 hours, which would provide a reduction in cost in the onsite inspection and leak detection services. Work is scheduled to begin on March 3, 2025. This will give the Public Works Department time to facilitate these repairs and to confirm and monitor the accuracy of the Gutermann system in place.

Purchasing of Locating Equipment

The Municipal Services Department will be purchasing new locating equipment for the marking of water mains, water services, and fiber lines. Parts of the existing equipment cannot be repaired since the model and parts have been discontinued. The new equipment will allow for the marking of utilities and the ability to accurately mark points and structures directly to our mapping system. This will save time as no file exports nor imports are needed. This equipment was budgeted as a line item in our 2025 budget for a total of \$15,000.00. Our quote and purchase from the authorized distributor, Subsurface Solutions, will cost \$12,964.00

Hydrant Flushing

Staff will be determining and finalizing the 2025 Fire Hydrant Flushing schedule within the next

week. Postcards will be mailed out by the end of the month providing the dates and areas where hydrant flushing will occur.

Hawkins Chemical

The Village has received services from Hawkins Chemical for our water treatment needs over the past ten years. Although the exact amount and costs for the year cannot be fully determined, Municipal Services has determined that, based on operational averages and price increases, the Village is expecting and budgeted \$250,000.00 for the purchase of water treatment chemicals. We are currently working on getting a signed contract with Hawkins to provide continued services. Once the contract is received, staff will be bringing the contract to the PWWC, the Finance Committee, and the Board requesting a waiver of bids, as Hawkins has provided a reliable service over the years, their ability to manufacture and provide chemicals to not only Western Springs, but to other distributors that purchase chemicals. This was experienced during 2021 and beyond due to the closure of manufacturing facilities. Hawkins provides the Village with a designated Technical Sales representative that extends beyond the chemical needs. Here is a list of chemicals and their prices currently:

AWC-102 Ultra	\$21.12/Gallon
Azone 15 Sodium Hypochlorite	\$2.7263/Gallon
Sodium Hydroxide 30% Diaphragm	\$4.4498/Gallon
LPC – AM	\$14.01/Gallon
Oxalic Acid Bags 50 lb Bag	\$1.89/lb
AWC – C-234 55G Drum	\$3.38/lb
AWC – C 236 55G Drum	\$3.34/lb

Water Resources, Inc. Contract

Municipal Services is working with Water Resources, Inc. to secure a contract to complete the remaining water meters in the system which remain to be upgraded. Services and materials to complete this project are estimated at \$53,291.00. This contract will be presented to the PWWC and Board in April for approval.

Financial Impact

Recommended Motion

Strategic Plan Alignment

File Attachments

None