AGENDA

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025 at 5:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Approval of Minutes 3-4-2025

C. Public Comment

D. New Business

1. National Public Works Week Proclamation for May 18-24, 2025
2. National Drinking Water Week Proclamation May 4-10, 2025
3. 2025 Touch-a-Truck Flyer
4. Lead Service Line Replacement Phase 1 CY24-25 - L17-3761: Construction - Bid Recommendation
5. Lead Service Line Replacement Phase 1 CY24-25 - L17-3761 DRAFT Ordinance – Authorizing the Village to Borrow Funds
   for the Purposes of the Replacement of 42 Lead Service Lines
6. 2025 Fire Hydrant Sandblasting and Painting - Bid Recommendation
7. Vendor Contract with Water Resources, Inc. for Water Meter Installation
8. Engineering Proposal - Well #3 & #4 Assessment and Well #1 Abandonment and Maintenance Study
9. Ziebell Fire Hydrant Purchase
10. Forest Hills Sidewalk Improvements - East side of Grand Avenue from 51st Street to 55th Street - Contract Award to Davis Concrete Construction Company
11. Forest Hills Sidewalk Improvements - East side of Grand Avenue from 51st Street to 55th Street - Construction Observation Professional Services Agreement with V3 Companies
12. 2025 Asphalt Street Resurfacing and Skip Patching Program - MFT Resolution BLR 09110
13. 2025 Asphalt Street Resurfacing and Skip-Patching Program - Review of As-Read Bid Results
14. Springdale Drainage Improvement Project - Contract Award to Performance Construction & Engineering

15. Woodland Avenue Reconstruction Project - Amendment #1 to a professional services agreement with HR Green for Design Engineering Services

E. Other Business

1. 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, March 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:
Matthew Supert, MS Director
Jeff Koza, Director of Engineering Services
Inga Cebelis, Staff Engineer
Ron Derengowski, Water Plant Superintendent
Christopher Breakey, Public Works Superintendent
Ubaldo Rodriguez, Supervisor PW
Aleks Briedis, Recreation Director
Diana Puga, Municipal Services Coordinator
Jenny Pesek, Administrative Assistant

Approval of Minutes:
The Committee minutes from the 2/4/2025 Public Works and Water Committee meeting minutes were approved by Alan Fink and seconded by Amy Avakian with no corrections.

Public Comment None

New Business

2025 Infrastructure Project Updates:

Springdale Stormwater Improvements:
Jeff Koza, Director of Engineering reported the project for Springdale Stormwater Improvements is out to bid. The Village would award to the lowest bidder in April and construction would be in June. The scope of the work includes construction of a new stormwater detention facility in Springdale Park, reconstruction of the park's baseball fields and installation of stormwater underdrains, new storm sewer main and storm sewer inlets.

Burlington Resurfacing Central to Wolf Rd:
Director Koza reported that 80% of construction and engineering costs are being funded through a (STP) grant $565,000. The scope of the work includes resurfacing of asphalt pavement, curb and gutter repairs, pavement patching and new markings. The contractor A. Lamp Concrete is securing railroad permits. Our staff and V3 engineering are coordinating with the local businesses to streamline this as much as possible.

2025 Asphalt Street Resurfacing Program:
Director Koza reported that this project includes the resurfacing of 45th Street between Wolf Rd and Gilbert Avenue. Project specifications are under review by IDOT. This project may be out to bid in March 2025.

Grand Avenue East Side Sidewalk:
Director Koza reported to the Committee the Village was a recipient of a $190,000 of ARPA funding from Cook County to construct a continuous sidewalk on the east side of Grand Avenue between 51st & 55th Street. Staff looking for a March 2025 bid and construction to be in June after year end of school,

Hampton Resurfacing-Ogden to Hillgrove Avenue:
Director Koza reported that 80% of construction and engineering costs are being funded though a STP grant (924,000) This work will include the resurfacing of asphalt pavement, spot curbs and gutter repairs, pavement base patching and new pavement markings. This work is scheduled in June after Laidlaw School year is completed. The contract awarded is K-5 Construction.

Ridgewood Drive Stormwater Improvements:
Director Koza reported that this project involves construction of new storm sewer pipes, storm sewer outfalls, and additional street inlets to reduce flooding that occurs on Ridgewood Dr during heavy rain events. The Village received a $1,000,000 grant from Representative Sean Casten to fund improvements. He reported this project is near engineering completion. No action required on this report just informational at this time.

State of IL cy25-26 Rock Salt Joint Participation Agreement Contract
Municipal Services Director Matthew Supert presented to the Committee. The Village of Western Springs and 193 other communities and government agencies in Illinois participate in a joint purchasing program for road salt. Western Springs typically purchase 900-1100 tons of rock salt per year and is required to accept at least 80% of the order. A final contract and contractor will be presented to the Village Board once the state of Illinois completes a bid and a contractor is selected.
Recommended motion by Chair Alan Fink to approve the Certificate of Authority by Vote to allow the Village of Western Springs to participate in the solicitation of the CY2025026 joint purchase master contract for rock salt.
2nded by Trustee Amy Avakian. All in favor aye.

Ridgewood Oaks Detention Basin- Update Utility Easements
Municipal Services Director Matthew Supert presented to the Committee. Staff is seeking approval of a resolution for three easements in the Ridgewood Oaks Subdivision. 3 plats of surveys presented for review indicating temporary construction easements and permanent maintenance easements for properties around the Ridgewood Oaks Homeowners Association HOA detention basis. Director Supert reported the HOA's engineer is in the process of working with the Village's permitting process with feedback from the Department of Engineering Services. Director Koza reported his office is working on this. Recommended motion by Chair Alan Fink to approve the three easements associated for the Ridgewood Oaks Homeowners Association project, and 2nded by Trustee Amy Avakian. All in favor aye.

Springdale Stormwater Improvements Proposal from Christopher B. Burke Engineering
Director Koza reported staff is recommending Christopher B. Burke Engineering to provide construction observation of the Springdale Drainage Improvement Project for an amount not to exceed $579.865.00. He reported this project address the aging infrastructure and stormwater flooding in the Village's strategic planning. Recommended motion by Chair Alan Fink to the Village Board to approve the professional services agreement with

Christopher B. Burke Engineering (CBEL) for construction observation of the Springdale Drainage Improvement Project for an amount not to exceed $579,865.00 2nded by Trustee Amy Avakian. All in favor aye.

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

Diana Puga, Municipal Services Coordinator presented to the Committee. On February 20, 2025, the lowest bidder was Murphy Construction Services, LLC. Diana Puga reported the Village received a total of (12) bids for the contract. Village staff is confident that this contractor will be able to perform the work after review of reference checks and previous work done in the Village. Recommended motion by Chair Alan Fink to the Village Board to approve and award the 2025 Public Sidewalk, Curb and Gutter Replacement to Murphy Construction Services, for an amount not to exceed $110,000 and 2nded by Trustee Amy Avakian. All in favor aye.

2025 Street Sweeping Contract Recommendation

Diana Puga, Municipal Services Coordinator presented to the Committee. She reported on January 30, 2025, the Village issued a RFB for the Street Sweeping Contract. The Village received one bid from Lakeshore Recycling Systems(LRS). They have been the contractor since 2019. The eight monthly sweeps for the Villages boundaries, totaled $66,945.04, the FY2025 budget included $55,060 and the current bid exceeded the budget by $11,885.04. Staff will present a budget amendment to the Finance Committee. No motion, informational only Ms. Puga stated. The account is the **General- Disposal Services**.

Lead Service Line Replacement Cost Share Program

Director Supert presented the IEPA Lead Service Line Replacement Cost Share Program. He reported that the Village has identified a 15-year replacement schedule to replace approximately 45 lead service lines annually with the assistance of an EPA low interest loan. Director Supert reported the Village Board has authorized $50,000 form the Water-Sewer Fund for a cost-share program in the 2025 budget. A resident can replace a service line at their own cost and receive a reimbursement up to $5,000 towards the replacement. No motion currently.

2025 Contract for Water Treatment Chemicals with Hawkins

Ron Derengowski, Water Plant Superintendent presented to the Committee. He reported that the Village has been working with Hawkins over the past ten years. The Village has budgeted $250,000 for the purchase of water treatment chemicals. Chair Fink asked if we go out to bid. We do not and Hawkins provides the Village with a designated technical sales representative and is very familiar with our needs. Recommended motion by Chair Alan Fink to the Village Board to approve 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, 2nded by Trustee Amy Avakian. All in favor aye.

Cook County Plainfield Road Corridor Study

Engineering Director Jeff Koza presented to the Committee. 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

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 out lot property which will be transferred to and owned by the Village. The path system on the out-lot 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.

<u>Infrastructure Commission</u>
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

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. Trustee Avakian asked who is responsible for the maintenance, and Director Koza stated that IDOT would be.

Recommended Motion
Director Super read aloud the following to the Committee.
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.

Chair Fink moved to recommend to the Board of Trustees the selection of Alternative 1 for the north side pedestrian accommodations and further recommend that the Village Board formally recommend the selection of Alternative 1 to the CCDOTH. 2nd by Trustee Amy Avakian. All in favor aye.

Other Business:

Water System Update
Water Plant Superintendent Ronald Derengowski presented to the Committee.
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 Gutterman 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 Gutterman 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 the 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.

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.

Schedule Next Committee Meeting:

Next meeting: Tuesday, April 8, 2025, 5:00PM

Adjournment

Motion to adjourn the meeting: All in favor, Move to Close
Alan Fink, Trustee-Chair vote: Aye Amy Avakian, Trustee vote: Aye all in favor
Meeting adjourned at 5:41 PM.

Respectfully Submitted: Jenny Pesek

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.1.

To: Public Works and Water Committee
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager
RE: National Public Works Week Proclamation for May 18-24, 2025

Recommendation

Consider a recommendation to proclaim May 18-24, 2025 as National Public Works Week and urge all citizens to join in activities, events, and ceremonies designed to pay tribute to Public Works Professionals.

Summary

National Public Works Week was first supported and celebrated by the American Public Works Association in 1960. And in 1962, President John F. Kennedy signed the first National Public Works Week proclamation, which observes the third full week of May as National Public Works Week.

This year, the National Public Works Week theme, "People, Purpose, Presence", highlights three cornerstone ideals that motivate public works professionals to serve in their communities every day. Meeting the needs of people is what gives public works its sense of purpose. Often, public works professionals will never meet those whose lives have been impacted by their work, as they operate behind the scenes, solving problems and maintaining our communities infrastructure. Yet, with or without fanfare, public works is ever present, working in the background to advance the quality of life for all.

Financial Impact

Recommended Motion

I move to recommend to the Village Board the approval to proclaim May 18–24, 2025 as National Public Works Week and urge all citizens to join in activities, events, and ceremonies designed to pay tribute to Public Works Professionals.

Strategic Plan Alignment

File Attachments

1. National Public Works Week 2025 Proclamation

PROCLAMATION
NATIONAL PUBLIC WORKS WEEK - MAY 18 - 24, 2025

"People, Purpose, Presence"

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Village of Western Springs; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Village of Western Springs to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW, THEREFORE, we, the members of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, acting by and through the Village President, do hereby designate the week May 18–24, 2025 as National Public Works Week;

FURTHER, we urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Western Springs, Cook County, Illinois to be affixed this _____ day of _____, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.2.

To: Public Works and Water Committee
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Ronald Derengowski, Water Plant Superintendent
RE: National Drinking Water Week Proclamation May 4-10, 2025

Recommendation

Consider a recommendation to proclaim May 4-10, 2025 as National Public Works Week and urge all citizens to help protect our source waters from pollution, practice water conservation, and get involved with their water by familiarizing themselves with it.

Summary

In 1908, Jersey City, New Jersey became the first city to routinely disinfect community drinking water. In 1988, the American Water Works Association (AWWA) brought forth a congressional resolution honoring the first week of May as National Drinking Water Week, which was sponsored and signed by President Ronald Reagan.

For more than 40 years, the American Water Works Association and its members have used this week as a unique opportunity for both water professionals and the communities they serve to recognize the vital role water plays in our daily lives.

Financial Impact

Recommended Motion

I move to recommend to the Village Board the approval to proclaim May 4-10, 2025 as National Public Works Week and urge all citizens to help protect our source waters from pollution, practice water conservation, and get involved with their water by familiarizing themselves with it.

Strategic Plan Alignment

File Attachments

1. National Drinking Water Week 2025 Proclamation

PROCLAMATION
DRINKING WATER WEEK- MAY 4 - 10, 2025

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy in Western Springs; and

WHEREAS, the hard work performed by the Municipal Services Water Division and Public Works teams, the entire water sector, engineers designing capital projects, operators ensuring the safety and quality of drinking water, or a crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of the Village of Western Springs are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, we, the members of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, acting by and through the Village President, do hereby proclaim May 4-10, 2025, as Drinking Water Week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Western Springs, Cook County, Illinois to be affixed this _____ day of _____, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

DUMP EVERYTHING FOR TOUCH - A - TRUCK

SATURDAY, MAY 17, 2025
9:00 AM TO NOON
SENSORY FRIENDLY HOUR 9 -10 AM

TOWER GREEN
916 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558
FREE. EVERYONE WELCOME.

Roll up to the Tower Green and experience the thrill of sitting in big trucks! Children can touch their favorite vehicles, get behind the wheel and meet the people who help build, protect, and serve our wonderful community.

Questions? Please call Diana at 708-246-1800 x204 or email at dpuga@wsprings.com

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.4.

To: Public Works and Water Committee
From: Matthew Supert, Director of Municipal Services, Ronald Derengowski, Water Plant Superintendent
CC: Ellen Baer, Village Manager
RE: Lead Service Line Replacement Phase 1 CY24-25 - L17-3761: Construction - Bid Recommendation

Recommendation

Consider a recommendation to approve the award of the Phase 1 CY24-25 Lead Service Line Replacement Program (IEPA Loan L17-3761) to the lowest bidder, Millennium Contracting Company, for an amount not to exceed $935,603.00.

Summary

The Municipal Services Department opened bids for the Phase 1 CY24-25 Lead Service Line Replacement Program (IEPA Loan L17-3761) on Thursday, March 20th. The Village received two bids, with the lowest bidder, Millennium Construction Company of Chicago, Illinois, presenting a bid of $935,603.00 for the replacement of 42 lead service lines. The engineer's estimate for the project was $806,005.00.

The Village has submitted a revised "Funding Nomination Form" to the IEPA to request additional IEPA funds to cover the higher-than-anticipated bid results. Preliminary conversations with the IEPA have indicated that additional "bypass" funding may be available. With the current bid results, the total project cost is estimated to have increased from $906,405.15 to $1,100,381.15. A summary of the cost breakdown for the IEPA loan is below:

Construction Engineering	$77,200
Construction	**$935,603.00** (~~$806,005.00~~ Previous Estimate)
Construction Contingency	$74,163.00
Construction Period Interest (Estimated)	$13,395.15
Total Project Cost & Construction Period Interest	**$1,100,381.15**

Financial Impact

Account 4303510 62020 (Construction)
Fund Water Fund
2025 Budget $785,000
Project Cost $1,023,161.15 (Including project contingency requirements)

Recommended Motion

I move to recommend to the Village Board approval the award of the Phase 1 CY24-25 Lead Service Line Replacement Program (IEPA Loan L17-3761) to the lowest bidder, Millennium Contracting Company, for an amount not to exceed $935,603.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. LSLR CY24-25 - bidtab - 20250318 - Western Springs, IL - LSL - 2202505
2. LSLR CY24-25 - IHC Bid
3. LSLR CY24-25 - Millennium Bid

HR Green, Inc.
1391 Corporate Drive Suite 203
McHenry, IL 60050

Date: 3/20/2025

Project:	Western Springs, IL - LSL	Engineer:	RJ	ENGINEER'S ESTIMATE		Millennium Contracting		IHC Construction Companies, LLC	
		Bids Rec'd:	2						
Job No.:	2402475								
NO.	**DESCRIPTION**	**UNIT**	**QTY**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Water Service Installation, Trenchless Method, 1"	LF	3060	$88.00	$269,280.00	$70.00	$214,200.00	$20.00	$61,200.00
2	Water Service Installation, Trenchless Method, 1.5"	LF	473	$99.00	$46,827.00	$70.00	$33,110.00	$25.00	$11,825.00
3	Exterior Foundation Excavation Pit	EA	42	$1,320.00	$55,440.00	$2,000.00	$84,000.00	$3,300.00	$138,600.00
4	Disconnect Existing Water Service From Watermain	EA	42	$1,100.00	$46,200.00	$1,000.00	$42,000.00	$3,000.00	$126,000.00
5	Watermain Tap and Corporation Stop, 1"	EA	37	$330.00	$12,210.00	$4,000.00	$148,000.00	$8,600.00	$318,200.00
6	Watermain Tap and Corporation Stop, 1.5"	EA	5	$495.00	$2,475.00	$5,000.00	$25,000.00	$9,100.00	$45,500.00
7	Connection to Existing Water Meter, Complete	EA	42	$2,750.00	$115,500.00	$4,000.00	$168,000.00	$5,950.00	$249,900.00
8	Curb Boxes to be Removed	EA	14	$550.00	$7,700.00	$1.00	$14.00	$3,000.00	$42,000.00
9	Curb Boxes to be Abandoned	EA	28	$330.00	$9,240.00	$1.00	$28.00	$2,800.00	$78,400.00
10	Curb Stop and Box, 1"	EA	37	$1,100.00	$40,700.00	$1,000.00	$37,000.00	$5,500.00	$203,500.00
11	Curb Stop and Box, 1.5"	EA	5	$1,320.00	$6,600.00	$1,000.00	$5,000.00	$5,800.00	$29,000.00
12	Pavement Removal and Replacement, Bituminous	SY	76	$143.00	$10,868.00	$199.00	$15,124.00	$109.00	$8,284.00
13	Pavement Removal and Replacement, P.C.C.	SY	360	$176.00	$63,360.00	$183.00	$65,880.00	$184.00	$66,240.00
14	Residential Driveway Removal and Replacement, P.C.C.	SY	53	$165.00	$8,745.00	$265.00	$14,045.00	$206.00	$10,918.00
15	Combination Curb & Gutter Removal and Replacement	LF	144	$55.00	$7,920.00	$83.00	$11,952.00	$74.00	$10,656.00
16	Sodding, Salt Tolerant (Complete)	SY	225	$33.00	$7,425.00	$42.00	$9,450.00	$45.00	$10,125.00
17	Tree Protection	EA	84	$275.00	$23,100.00	$200.00	$16,800.00	$215.00	$18,060.00
18	Tree Root Pruning	EA	55	$165.00	$9,075.00	$200.00	$11,000.00	$135.00	$7,425.00
19	Sediment and Erosion Control	LS	1	$32,340.00	$32,340.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00
20	Traffic Control and Protection	LS	1	$31,000.00	$31,000.00	$30,000.00	$30,000.00	$2,761.00	$2,761.00
21									
22	**Alternate Bid Items:**								
23									
24	Water Service Installation, Trenchless Method, 2"	LF		$110.00		$80.00		$30.00	
25	Watermain Tap and Corporation Stop, 2"	EA		$610.00		$6,000.00		$9,400.00	
26	Curb Stop and Box, 2"	EA		$1,350.00		$1,500.00		$5,900.00	
27	Water Service Installation, Open Cut Method, 1"	LF		$170.00		$330.00		$175.00	
28	Water Service Installation, Open Cut Method, 1.5"	LF		$200.00		$340.00		$183.00	
29	Water Service Installation, Open Cut Method, 2"	LF		$220.00		$350.00		$194.00	
30	Water Meter Relocation, Complete	EA		$1,700.00		$2,000.00		$1,900.00	
31	PCC Sidewalk Removal and Replacement	SF		$35.00		$33.00		$28.00	
32	Shrub Removal	EA		$110.00		$2,500.00		$150.00	
33	Tree Removal (6-15 Units Diameter)	UNIT		$35.00		$250.00		$2,900.00	
34	Tree Removal (Over 15 Units Diameter)	UNIT		$55.00		$350.00		$4,600.00	
35	Rock Excavation	CY		$220.00		$500.00		$625.00	
36	Water Service Casing	LF		$55.00		$20.00		$4.00	
37	Residential Driveway Removal and Replacement, Bituminous	SY		$90.00		$250.00		$109.00	
			Total =		$806,005.00		**$935,603.00**		**$1,440,094.00**

^
LOW BIDDER

THE VILLAGE OF WESTERN SPRINGS

CONTRACT REQUIREMENTS FOR

LEAD SERVICE LINE REPLACEMENT – PHASE 1

Prepared On: November 13th, 2024

BID FORM OR PROPOSAL

Proposal of IHC Construction Companies, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois doing business as Illinois *
to the Village of Western Springs (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Lead Service Line Replacement – Phase 1 project which generally consists of furnishing, all labor, materials, and equipment necessary to replace lead service lines for 42 properties from the watermain to curb box (public side) and from curb box to the water meter inside the building (private side), including but not limited to curb box removal or abandonment, curb box installation, lead service line disconnection and abandonment, installation and connection of new water service line, pavement & driveway restoration, sodding, tree protection, tree root pruning, and other work in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of $500 for each consecutive calendar day thereafter.

BIDDER certifies that all iron, steel, manufactured products, and construction materials used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with the federal Build America, Buy America Act, Pub. L. No. 117-58 §§ 70901-52.

* **Insert "a corporation", "a partnership", or "an individual" as applicable.**

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:

(i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;

(ii) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and

(iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

(i) He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or

(ii) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (Where applicable): _____

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, http://beta.sam.gov/

(ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage

rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the even the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates

of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website, [https://www.dol.gov/whd/forms/index.htm]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be

permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10)*Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements in prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Provision for Contracts in Excess of $100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and on-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Current Davis-Bacon Wage Rates for Cook County Can Be Found at the website below:

https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for at the contract unit price listed in the bid schedule below.

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

BASE BID

Item No.	Pay Item	Units	Quantity	Unit Price	Total
1	Water Service Installation, Trenchless Method, 1"	LF	3,060	20.00	61,200.00
2	Water Service Installation, Trenchless Method, 1.5"	LF	473	25.00	11,825.00
3	Exterior Foundation Excavation Pit	EA	42	3,300.00	138,600.00
4	Disconnect Existing Water Service From Watermain	EA	42	3,000.00	126,000.00
5	Watermain Tap and Corporation Stop, 1"	EA	37	8,600.00	318,200.00
6	Watermain Tap and Corporation Stop, 1.5"	EA	5	9,100.00	45,500.00
7	Connection to Existing Water Meter, Complete	EA	42	5,950.00	249,900.00
8	Curb Boxes to be Removed	EA	14	3,000.00	42,000.00
9	Curb Boxes to be Abandoned	EA	28	2,800.00	78,400.00
10	Curb Stop and Box, 1"	EA	37	5,500.00	203,500.00
11	Curb Stop and Box, 1.5"	EA	5	5,800.00	29,000.00
12	Pavement Removal and Replacement, Bituminous	SY	76	109.00	8,284.00
13	Pavement Removal and Replacement, P.C.C.	SY	360	184.00	66,240.00
14	Residential Driveway Removal and Replacement, P.C.C.	SY	53	206.00	10,918.00
15	Combination Curb & Gutter Removal and Replacement	LF	144	74.00	10,656.00
16	Sodding, Salt Tolerant (Complete)	SY	225	45.00	10,125.00
17	Tree Protection	EA	84	215.00	18,060.00
18	Tree Root Pruning	EA	55	135.00	7,425.00
19	Sediment and Erosion Control	LS	1	1,500.00	1,500.00
20	Traffic Control and Protection	LS	1	2,761.00	2,761.00
				Total	1,440,094.00

TOTAL BASE BID COST: One Million Four Hundred Forty Thousand Ninety Four Dollars and Zero Cents

ALTERNATE BID ITEMS

Alternate bid items have been included for purposes of obtaining a unit price should these items be required by field conditions.

Item No.	Pay Item	Units	Unit Price
21	Water Service Installation, Trenchless Method, 2"	LF	$30.00
22	Watermain Tap and Corporation Stop, 2"	EA	$9,400.00
23	Curb Stop and Box, 2"	EA	$5,900.00
24	Water Service Installation, Open Cut Method, 1"	LF	$175.00
25	Water Service Installation, Open Cut Method, 1.5"	LF	$183.00
26	Water Service Installation, Open Cut Method, 2"	LF	$194.00
27	Water Meter Relocation, Complete	EA	$1,900.00
28	PCC Sidewalk Removal and Replacement	SF	$28.00
29	Shrub Removal	EA	$150.00
30	Tree Removal (6-15 Units Diameter)	UNIT	$2,900.00
31	Tree Removal (Over 15 Units Diameter)	UNIT	$4,600.00
32	Rock Excavation	CY	$625.00
33	Water Service Casing	LF	$4.00
34	Residential Driveway Removal and Replacement, Bituminous	SY	$109.00

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes____ No X

Respectfully submitted:

Signature

385 Airport Rd., Suite 100
Elgin, IL 60123
Address

Brian Rausch, Vice-President
Title

03/20/2026
Date

847-742-1516
Telephone #

LCreadon@IHCConstruction.com
E-mail Address

(SEAL - if BID is by a corporation)

Attest

MAJOR ITEMS OF EQUIPMENT – NOT APPLICABLE FOR THIS CONTRACT

IHC CONSTRUCTION COMPANIES LLC

ACTION BY MEMBERS
IHC CONSTRUCTION COMPANIES, LLC
An Illinois Limited Liability Company
BY MAJORITY WRITTEN CONSENT

We, the undersigned, being a majority of the members of IHC Construction Companies, L.L.C., present at a meeting, hereby consent in writing to the following actions:

RESOLVED, that those persons whose names are included below hold the positions set beside their name and those persons are hereby authorized to bind the company and to execute all documents necessary to conduct business on behalf of the limited liability company, including, but not limited to the execution of contracts of all kinds, bids, proposals and bonds.

David J. Rock	Managing Member Chief Executive Officer, President
Brian T. Rausch	Member, Chief Operating Officer Executive Vice President, Secretary, Treasurer
Peter D. Nielsen	Member, Equal Employment Opportunity Officer Vice President, Secretary
John W. Dwyer	Member, Project Manager, Agent
Matthew D. Rock	Member, Project Manager, Agent
Bradley P. Ryan	Member, Operations Manager, Agent
Joseph M. Saftig	Member, Operations Manager, Agent
Ronald F. Marshall	Chief Financial Officer, Assistant Secretary
Russell D. Ginn	Vice President, Assistant Secretary
Lawrence C. Creadon	Director of Utility Operations

WITNESS WHEREOF, we have hereunto set our hands as Members of IHC Construction Companies, L.L.C., this 1st day of January 2025.

DAVID J. ROCK
Managing Member

BRIAN T. RAUSCH
Member

PETER D. NIELSEN
Member

BRADLEY P. RYAN
Member

Subscribed and sworn to before me this 1st day of January 2025.

Naomi G. Murdoch
Notary Public

OFFICIAL SEAL
NAOMI G MURDOCH
Notary Public, State of Illinois
Commission No. 977317
My Commission Expires August 29, 2027

Corporate Office: Corporate Office: 385 Airport Road, Suite 100, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610
Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard: 1260 Bell Court, Pingree Grove, IL 60140
Southeast Regional Office: 874 Worley Drive, Marietta, GA 30066 • Phone: 404-497-7619 • Fax: 404-585-5085

www.ihcconstruction.com

IHC CONSTRUCTION COMPANIES LLC

OWNERS OF IHC CONSTRUCTION COMPANIES, LLC
MEMBERS OF THE LIMITED LIABILITY COMPANY

Federal Tax I.D. #: 36-4487367 State IBT#: 3281-0725 DHR #: 113177-00

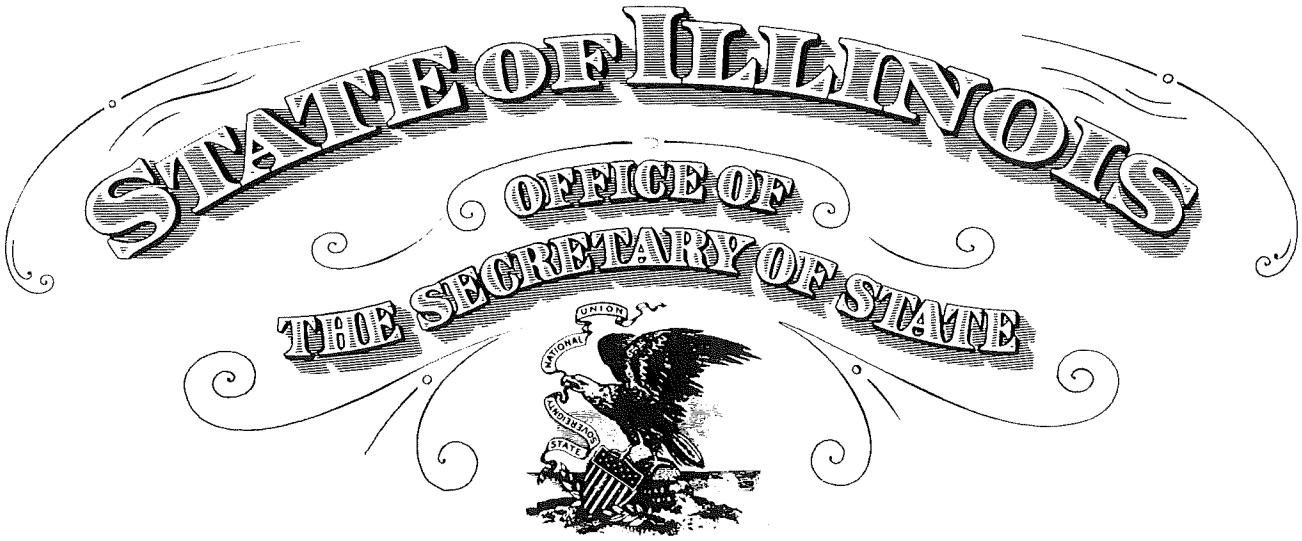
NAME	ADDRESS
David J. Rock, Managing Member OFFICER: CEO, President	37W600 York Lane Elgin, IL 60123
Walter P. Dwyer, Member	857 Samantha Circle Geneva, IL 60134
Brian T. Rausch, Member OFFICER: COO, Exec VP, Secretary, Treasurer	711 East Suffield Drive Arlington Heights, IL 60004
John W. Dwyer, Member	2257 North Wayne Ave., 2D Chicago, IL 60614
Peter D. Nielsen, Member OFFICER: EEO Officer, Vice President, Secretary	14475 Eighteenth Fairway Milton, GA 30004
Matthew D. Rock, Member	3689 Peregrine Way Elgin, IL 60124
Bradley P. Ryan, Member OFFICER: Vice President	941 South Hillside Avenue Elmhurst, IL 60126
Joseph M. Saftig, Member OFFICER: Vice President	5825 Lucerne Lane Lake in the Hills, IL 60156

OTHER OFFICERS:
Ronald F. Marshall, CFO - Chief Financial Officer
Russell D. Ginn, Vice President, Assistant Secretary
Lawrence C. Creadon, Director of Utility Operations

Corporate Office: 385 Airport Road, Suite 100, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610
Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard: 1260 Bell Court, Pingree Grove, IL 60140
Southeast Regional Office: 874 Worley Drive, Marietta, GA 30066 Phone: 404-497-7619 Fax: 404-585-5085

www.ihcconstruction.com
ESTABLISHED 1906

File Number 0063312-7



To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias**, *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

IHC CONSTRUCTION COMPANIES, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 03, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 18TH *day of* FEBRUARY *A.D.* 2025 .

Authentication #: 2504903718 verifiable until 02/18/2026
Authenticate at: https://www.ilsos.gov

Alexi Giannoulias
SECRETARY OF STATE

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest 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 based on race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature _____ Date 03/20/2025

Brian Rausch, Vice-President
Name and Title of Signer (Please type)

IHC Construction Companies, LLC
Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: Mid-American Regional Bargaining Association (MARBA), Operating Engineers, Carpenters, Laborers wand Cement Masons
(Name of union or organization of workers)

The undersigned currently holds contract(s) with IHC Construction Companies, LLC
(name of applicant)
involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Brian Rausch, Vice-President

Vice-President

IHC Construction Companies, LLC
(Contractor or Subcontractor)

03/20/2025

(Date)

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicago Regional Council of Carpenters Apprentice & Training Program

Elk Grove Village, Illinois

For the Trades – Carpenter, Form Builder (Const.), Drywall Applicator, Floor Layer Insulation Worker, Lather, Cabinetmaker, Millwright, Carpenter-Piledriver Roofer, Residential Carpenter–

Registered as part of the National Apprenticeship System

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

August 30, 1965
Date

Revised February 14, 2012

IL017650001
Registration No.

DEPARTMENT OF LABOR · UNITED STATES OF AMERICA

Hilda L. Solis
Secretary of Labor

Jeff V Lodl
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicagoland Laborers' J.A.T.C.
Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

April 12, 1999
Date REVISED August 13, 2004

IL017990001
Registration No.

DEPARTMENT OF LABOR · UNITED STATES OF AMERICA

L. L. Chao
Secretary of Labor

Anthony Swoope
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Cement Masons' Union Local #502 JAC

Bellwood, Illinois

For The Trade of: Cement Mason

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Labor

August 24, 1982

Date ***Revised: February 1, 2019***

IL008820041

Registration No.

Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Operating Engineer
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

November 5, 2002
Date

IL 008780173
Registration No.

Secretary of Labor

Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Repairer (Heavy)
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002
Date

IL012020003

L. Chao
Secretary of Labor

Anthony Swoope

HR Green, Inc.
Project No. 2202505

Lead Service Line Replacement – Phase 1
Village of Western Springs, Illinois

EPA Project Control #: _____

_____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to $10,000 or imprisonment for up to 5 years, or both.

Brian Rausch, Vice-President
(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative) 03/20/2025 (Date)

☐ I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for $25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

EPA Form 5700-19 (11-88)

Construction Contracts of Loan Recipient and Other Sections From "Procedures for Issuing Loans from the Public Water Supply Loan Program"

Section 662.420(b)(2) Change Orders

A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.

B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:

i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and

ii) a description of any changes, with justification for the changes.

C) Prior approval by the Agency of a change order is required when a change order results in:

i) alterations in design scope that require a modification to a construction permit; or

ii) an increase in the amount of loan funds needed to complete the project.

D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

Section 662.620(f) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

1) Audit; access to records:

A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.

B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) for all negotiated

change orders and contract amendments in excess of $25,000 that affect the contract price. In the case of all other prime contracts, the contractor shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders in excess of $25,000 that are directly related to project performance.

C) Audits shall be in accordance with auditing standards generally accepted in the United States.

D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

E) The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim or exception.

F) The right of access will generally be exercised with respect to financial records under:

   i) Negotiated prime contracts;

   ii) Negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and

   iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

   i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and

   ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

   The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

   The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor.

4) Disadvantaged business enterprise requirements.

   The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

   The contract shall require the successful bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provisions

   The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

7) American Iron and Steel

   The contractor shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A clause that provides:

   "No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Section 662.620(g) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

1) All applicable provisions of federal, State and local law;

2) All provisions of this Part 662 regarding fraud and other unlawful or corrupt practices;

3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and

4) All provisions of subsection 662.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

Section 662.620(h) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 662.620(i) Access

Every contract entered by the loan recipient for construction work, and every subagreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

Section 662.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Bidder Certification
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I Brian Rausch, do hereby certify that:
Name

1. I am Vice-President of the IHC Construction Companies, LLC
Position Firm
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract due to a either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]."

Name of Firm IHC Construction Companies, LLC

Signature

Title Brian Rausch, Vice-President

Date 03/20/2025
Corporate Seal (where appropriate)

On this 20th day of March 20 25, before me appeared (Name)

Brian Rausch to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) IHC Construction Companies, LLC to execute the affidavit and did so as his or her free act and deed.

Notary Public Commission Expires 06/13/2027

Notary Seal

OFFICIAL SEAL
MELISSA AGUILERA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 6/13/27

Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) _____

I. Disadvantaged Business Enterprise Policy

A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.

B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) _____'s policy and procedures for complying with these requirements.

C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.

B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.

C. (Name of Loan Recipient) _____'s disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) _____'s disadvantaged business policy, ALL bidders shall provide the following with its bid:

1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

   Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (http://construction.com/dodge/)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.

4. List of disadvantaged businesses not being utilized and justification for non-utilization.

5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.

6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.

7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (1-7) above may cause rejection of the bid as non-responsive.

IV. Sanctions

A. The (Name of Loan Recipient) _____ has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).

B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.

   1. Declare the bidder and/or subcontractor non-responsible and therefore, ineligible for contract award.

   2. Disallow all contract costs associated with non-compliance.

3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.

B. After award of the prime contract, copies of all disadvantaged business-related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.

C. After bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

Suggested Disadvantaged Business (DBE)
Advertisement for Construction Contractors

Notice to Disadvantaged Businesses

_____, _____, _____, is
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the_____
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: _____, _____,
_____, _____

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),
_____ to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)

be completed prior to bid opening _____.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

   Name of Company
   Name of Owners
   Address of Company
   E-mail Address of Company
   Telephone Number
   Date of Proposal
   Type of Business
   Type of DBE
   Description of work to be performed

3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).

4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.

5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.

6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).

7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

DODGE
CONSTRUCTION
NETWORK

AFFIDAVIT

Invoice #: 340842534
Account #: 297435
Invoice Date: 2/14/2025

BILL TO:
IHC Construction
Lisa Goertz
385 Airport Rd., Suite 100
Elgin IL 60123

PUBLICATION: Construction.com, Construction News Chicago - SubBid

STATE OF NEW JERSEY
COUNTY OF MERCER

I, CYNTHIA SERRANO, OF THE COUNTY OF MERCER, STATE OF NEW JERSEY, HAVING DULY BEEN SWORN, DEPOSES AND SAYS:
I AM NOW AND AT ALL TIMES HEREINAFTER MENTIONED A CITIZEN OF THE UNITED STATES OF AMERICA, OVER TWENTY-ONE YEARS OF AGE, AND COMPETENT TO BE A WITNESS ON THE HEARING OF THE MATTERS MENTIONED IN THE ANNEXED PRINTED COPY NOTICE HEREINAFTER SET FORTH; I HAVE NO INTEREST WHATSOEVER IN ANY OF THE SAID MATTERS; I AM NOW AND DURING ALL TIIMES EMBRACED IN THE PUBLICATION HEREIN MENTIONED AS THE CLERK OF THE NEWSPAPER, A NEWSPAPER OF GENERAL CIRCULATION PRINTED AND PUBLISHED IN SAID COUNTY; AS CLERK DURING ALL TIMES MENTIONED IN THE AFFIDAVIT I HAVE HAD AND STILL HAVE CHARGE OF ALL ADVERTISEMENTS AND NOTICES PUBLISHED IN SAID NEWSPAPER; THAT SAID LEGAL NOTICE OF WHICH THE ANNEXED IS A TRUE PRODUCTION COPY OF THE PRINTED PAGE IN WHICH THE ADVERTISEMENT WAS PUBLISHED IN THE ABOVE NAMED NEWSPAPER ON THE FOLLOWING DAYS TO WIT:

Construction.com
Ad #: Q-281078
Ad Caption: NTDVBE-PROJECT# 2202505-VILLAGE OF WESTERN SPRINGS
FOR, LEAD SRVCS LINE REPLACEMENT-PHASE 1
Ad Size: 1 TEXT
Issue Date: 2/12/2025

Construction News Chicago - SubBid
Ad #: Q-281078
Ad Caption: NTDVBE-PROJECT# 2202505-VILLAGE OF WESTERN SPRINGS
FOR, LEAD SRVCS LINE REPLACEMENT-PHASE 1
Ad Size: 1 TEXT
Issue Date: 2/14/2025

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNED,

Cynthia Serrano

CLERK

Proposal & Bid Notice Details:

Back Print

IHC CONSTRUCTION COMPANIES, LLC

IHC CONSTRUCTION COMPANIES, LLC-NTDVBE-PROJECT# 2202505-VILLAGE OF WESTERN SPRINGS-FOR, LEAD SRVCS LINE REPLACEMENT-PHASE 1.

Project Specs:

Notice ID #: 9547

Location: IL: Western Springs

Bid Date: 03/20/2025

BDOQ: DVBE, MBE, WBE, Other , DBE, SBE

Type Of Notice: Sub-Bid Advertisement

Contact: See Notice Summary for details on how to respond to this notice.

Notice Summary:

IHC CONSTRUCTION COMPANIES LLC

NOTICE TO PROTECTED, DISADVANTAGED AND VETERAN OWNED BUSINESSES:

IHC CONSTRUCTION COMPANIES, LLC,

385 Airport Road, Suite 100, Elgin, IL 60123, is seeking Protected Class, Disadvantaged and Veteran Owned Businesses (***PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB***) for: ***The Village of Western Springs Lead Service Line Replacement – Phase 1, Project# 2202505***, **Western Springs, IL**.

Subcontracting opportunities for: Replacement of lead service lines for 42 properties. Interested and qualified protected class disadvantaged and veteran businesses (***PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB***) should contact, **IN WRITING**, (certified letter, return receipt requested), IHC Construction to discuss the project. Negotiations must be completed prior to the BID DATE OF **3/20/2025 @ 10:00 AM**.

IHC Construction will take affirmative action to ensure that all ***PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB*** Businesses have the maximum opportunity to compete for and perform portions of the contract and will not discriminate in the selection of subcontractors or suppliers. All quotes will be evaluated based upon price, value and demonstrated ability.

Send Inquiries & Document Requests to:

Utility@IHCConstruction.com;

ATTN: Mark Carson

PH:847-742-1516, www.IHCConstruction.com

IHC Construction Companies, LLC is an

Equal Opportunity Employer

Advertising

We'd Love to hear from you

Whether you have a question about Advertising Projects, Construction Leads, Trials, Pricing, need a demo, or anything else, our team is ready to answer all your questions.

Scan for info

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Corona, CA 92881

Steve
(714) 904-9857

JOSEPH J. ALBANESE INC.

WE ARE

- Public Works Estimator
- Public Works Project Manager

Classified Advertising

Contact JEWAND HALL • 609-256-6896 • official.bids@construction.com

NOTICE TO PROTECTED, DISADVANTAGED AND VETERAN OWNED BUSINESSES:

IHC CONSTRUCTION COMPANIES, LLC, 385 Airport Road, Suite 100, Elgin, IL 60123, is seeking Protected Class, Disadvantaged and Veteran Owned Businesses (PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB) for: The Village of Western Springs Lead Service Line Replacement – Phase 1, Project# 2202505, Western Springs, IL

Subcontracting opportunities for: Replacement of lead service lines for 42 properties. Interested and qualified protected class disadvantaged and veteran businesses (PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB) should contact, in writing, (certified letter, return receipt requested), IHC Construction to discuss the project. Negotiations must be completed prior to the **BID DATE OF 3/20/2025 @ 10:00 AM.**

IHC Construction will take affirmative action to ensure that all PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB Businesses have the maximum opportunity to compete for and perform portions of the contract and will not discriminate in the selection of subcontractors or suppliers. All quotes will be evaluated based upon price, value and demonstrated ability.

Send Inquiries & Document Requests to:
Utility@IHCConstruction.com;
ATTN: Mark Carson
PH:847-742-1516,
www.IHCConstruction.com

IHC Construction Companies,
LLC is an Equal Opportunity Employer

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DODGE CONSTRUCTION NEWS CHICAGO

609-256-6896
official.bids@construction.com

Melissa Aguilera

From:	Lisa Goertz
Sent:	Tuesday, February 11, 2025 2:14 PM
To:	Jewand Hall
Cc:	Melissa Aguilera
Subject:	NOTICE ADV for 250320A_Village of Western Springs Lead Service Line Replacement - Phase 1_Project# 2202505
Attachments:	250320A_ADV_PROJECT_PUBLIC NOTICE_02112025.docx

Good afternoon,

Please run the attached advertisement in your publication for 1 day as soon as possible. Layout to be standard newspaper columns without regard to space, page layout or font selection of the original document provided. Condense the text for cost savings.

Billing reference:
PC: 15
Estimate: 250320A

Please respond to confirm receipt of this order, publication date, cost and proof.

We will require a Certificate of Publication and/or affidavit including an actual copy of the advertisement.

Thank you 😊

Lisa Goertz
Estimating Administrator

IHC Construction Companies, LLC
385 Airport Rd., Suite 100
Elgin, IL 60123
Desk Phone: 847-214-3907

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.

☒ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.

☒ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: _____

NAME: Brian Rausch

TITLE: Vice-President

Company: IHC Construction Companies, LLC

Date: 03 / 20 / 2025

DBE's NOT UTILIZED

All proposals considered to be dated as of BID DATE

Listing may not include last minute bids received prior to bid closing

Complete list of all DBE's Not Utilized will be submitted upon low bid, if requested

***JUSTIFICATION: See Reason Code Below**

25	15	25	30	14	25	18	3	14	11
Company	**Enterprise Type**	**Bid Package**	**Email**	**Phone**	**Street**	**City**	**ST**	**Company Status**	**JUSTIFICATION FOR NON-UTILIZATION**
Menini Trucking	WBE-DBE	Trucking	dina.meninicartage@gmail.com	847-524-1550	951 Estes Ct	Schaumburg	IL		4
Veterans Transport	MBE-DVBE	Trucking	estimatingvts@gmail.com	224-409-8272	11761 Briarwood Ct	Burr Ridge	IL		1
CSI 3000	MBE-DBE-SBE	Trucking	csobotka@csi3000.com	312-470-6547	1532 50th Ct	Cicero	IL		4
JNS Trucking	WBE-DBE	Trucking	jnstruck@aol.com	630-350-8878	PO Box 984	Wooddale	IL		1
Sonican Trucking	MBE-DBE	Trucking	sonicantruck04@yahoo.com	630-433-1127	824 Ellsworth Ave	Addison	IL		4
Cardinal State	MBE-DBE	Landscape Restoration	estimating@cardinalstatellc.com	630-618-8381	1719 Spring Creek Rd	Barrington Hills	IL		4
Reliable Landscaping	MBE	Landscape Restoration	scott.reliablelandscaping@yahoo.com	815-791-6877	PO Box 479	Plainfield	IL		4
Great Lakes Landscaping	WBE-DBE	Landscape Restoration	estimator@grtlakesinc.com	847-439-3737	365 Miles Pkwy	Bartlett	IL		4
Del Toro Landscaping	MBE-DBE-SBE	Landscape Restoration	elsa@deltorolandscaping.com	847-426-7200	18N061 Galligan Rd	Gilberts	IL		4
CSI 3000	MBE-DBE-SBE	Asphalt/Concrete Restoration	csobotka@csi3000.com	312-470-6547	1532 50th Ct.	Cicero	IL		4
MariaV Contracting	WBE	Asphalt/Concrete Restoration	estimating@mariavcontracting.com	312-358-5310	2818 N 73rd Ct	Elmwood Pk	IL		1
Katco Plumbing	MBE-WBE-DBE	Plumbing	estimating@katcodevelopment.com	847-222-9662	415 S William St	Mt Prospect	IL		4
D2K	DBE	Traffic Control	eholst@d2ktraffic.com	224-523-5671	1251 Frontenac Rd	Naperville	IL		4
Workzone Safety	MBE-DBE	Traffic Control	estimating@workzonesafetyinc.com	815-834-0429	17051 Gaylord Rd	Crest Hill	IL		4
Evans Electric	MBE-DBE	Electrical	estimating@evanselec.com	708-544-4399	2424 25th Ave	Franklin Park	IL		4
New Age Electric	MBE	Electrical	bids@newageelectric.org	708-637-4381	3946 Clinton Ave	Berwyn	IL		X

* REASON CODE:

==========

X = NO BID

1 = Not Competitive

2 = Incomplete Scope

3 = Not Qualified

4 = Non-Responsive

5 = Pending

6 = Other, see explanation below

EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name American Landscaping Inc	Project Name Lead Service Line Replacement Phase 1
Contact Person's Name & Title Jean Golda - President	
Address 2233 Palmer Drive / Bldg C - Schaumburg, IL 60173	
Telephone 847-303-9326	Email Jean@AmericanLandscapingInc.com
DBE Certified By: WBENC - WBDC	Select all that apply. At least one is required: MBE **WBE** SBE DBE
Prime Contractor Name IHC Construction Companies, LLC	

Type of Work to be Performed	Cost Estimate of Work
Trucking - driver and equipment	$10,000.00

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	**Print Name:** David J. Rock
Date: 03/20/2025	**Title:** President
Subcontractor Signature: Jean Golda	**Print Name:** Jean Golda
Date: 3/20/25	**Title:** President

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

American Landscaping, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Certification Granted: December 1, 2011
Expiration Date: December 1, 2025
WBENC National Certification Number: 2005119551

Authorized by Emilia DiMenco, President & CEO Women's Business Development Center - Midwest

WBDC
IGNITES BUSINESS GROWTH

NAICS: 561730
UNSPSC: 30121800, 72102902

Center for Women & Enterprise | Great Lakes Women's Business Council | Greater Women's Business Council | Women's Business Council Southwest | WBEC Metro NY | WBEC Greater DMV | WBEA | WBEC East | WBEC Florida | WBEC CRV | WBEC Pacific | WBEC South | WBEC West

EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name Peters Electric & Technology	Project Name Lead Service Line Replacement Phase 1
Contact Person's Name & Title Melanie Peters - President	
Address 9N054 Barron Rd, Maple Park IL.	
Telephone 847-370-9337	Email mpeters@peterselectricil.com
DBE Certified By: State of Illinois	Select all that apply. At least one is required: **MBE** **WBE** **SBE** **DBE**
Prime Contractor Name IHC Construction Companies, LLC	

Type of Work to be Performed	Cost Estimate of Work
Electrical Grounding	$60,144.00

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	**Print Name:** David J. Rock
Date: 03/20/2025	**Title:** President
Subcontractor Signature: Melanie Peters	**Print Name:** Melanie Peters
Date: 03/20/25	**Title:** President

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Peters Electric & Technology, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Certification Granted: March 19, 2020
Expiration Date: March 31, 2025
WBENC National Certification Number: WBE2000650

Authorized by Emilia DiMenco, President & CEO Women's Business Development Center - Midwest

WBDC
IGNITES BUSINESS GROWTH

NAICS: 238210
UNSPSC: 81101701

Center for Women & Enterprise | Great Lakes Women's Business Council | Greater Women's Business Council | Women's Business Council Southwest | WBECMETRONY | WBECGREATERDMV | WBEA | WBECEAST | WBECFLORIDA | WBECORV | WBECPACIFIC | WBECSOUTH | WBECWEST

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Peters Electric & Technology, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Melanie Peters
NAICS: 238210 UNSPSC: 81101701
Certification Number: WOSB200367
Renewal Date: March 31, 2025
WOSB Regulation Expiration Date: 03/31/2026

WBDC

IGNITES BUSINESS GROWTH

Emilia DiMenco, Women's Business Development Center - Midwest President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Sr. Vice President, Certification

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List

(Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
ALI - Leo Golda	2233 Palmer Dr. Schaumburg, IL. 60173	847-303-9326	leo@americanlandscapinginc.com	Trucking/Hauling	WBE **Check if Hired** ☐
Peters Electric & Technology - John Peters	9N054 Barron Rd. Maple Park, IL. 60151	847-370-9337	jpeters@peterselectricil.com	Electrical/Grounding	WBE **Check if Hired** ☐
					Check if Hired ☐
					Check if Hired ☐

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Bidder Certification Regarding the Use of
Iron, Steel, Manufactured Products, and Construction Materials produced in the United States
(Build America, Buy America Act)

I Brian Rausch, do hereby certify that:

Name

1. I am Vice-President (title) of the IHC Construction Companies, LLC (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.

2. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.

3. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

4. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

5. I acknowledge that all construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred in the United States.

6. I am aware that this requirement applies to all portions of the project that are subcontracted.

Signature _____

Date 03/20/2025

Corporate Seal (where appropriate)

Requirements Specific to Buy America, Build America Act (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("BABA"). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Since Illinois' Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) utilize federal funds, loan recipients must use iron, steel, manufactured products, and construction materials that are produced in the United States. Guidance is available on USEPA's website: https://www.epa.gov/cwsrf/build-america-buy-america-baba. Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure. BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

Construction Materials includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;

- lumber; or
- drywall.

Construction Materials does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Requirements Specific to Iron and Steel

The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater that 50% iron or steel, measured by the material costs. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels. AIS Guidance is available at: https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance/american-iron-and-steel-requirements.html .

Recordkeeping and Documenting the Country of Origin for Iron, Steel, Manufactured Products, & Construction Materials used in Loan Funded Projects

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a "Step Certification" process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification can be quite simple if it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Certification could be achieved by other methods

such as requiring the final manufacturer, who delivers the products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, "All products delivered were USA made".

Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Sample Certification Letter

Below is a sample step certification letter for BABA compliance. The completed letter is provided to the construction contractor or loan applicant by the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

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.

_____ Brian Rausch, Vice-President
Contractor

Attest: _____

Date: 03/20/2025

CONTRACTOR'S CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION

IHC Construction Companies, 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.

Brian Rausch, Vice-President
Contractor

DATED: 03/20/2025

ATTEST:

EXHIBIT A

CERTIFICATION BY THE CONTRACTOR

I, Brian Rausch, 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 IHC Construction Companies, 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 _____ Project in the Village of Western Springs, and hereby certify on behalf of said company as follows:

1. That said company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. That said company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. That said company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

(a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

(b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

_____
Signature of Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 20th Day
Of March, 2025.

_____
Notary Public

OFFICIAL SEAL
MELISSA AGUILERA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 6/13/27

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 2816

IHC Construction Companies, LLC
385 Airport Rd., Suite 100 Elgin, IL 60123

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED $121,344,000.00

001	EARTHWORK	$27,700,000
012	DRAINAGE	$6,600,000
014	ELECTRICAL	$1,275,000
017	CONCRETE CONSTRUCTION	$34,700,000
034	DEMOLITION	$3,050,000
09B	HIGHWAY & RAILROAD STRUCT	$35,775,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/16/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 4/16/2024.

Engineer of Construction

IL 494-0645

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
03/20/2025
(Letting date)

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

Part I. Work Under Contract

	19015	20015	21011	21018	22020	22026		
Contract Number	001-62B78	0086491	206-62G39	111765	135589	138678		
Contract With	IDOT	METRA	IDOT	METRA	METRA	METRA		
Estimated Completion Date	May-23	May-23	Oct-23	Mar-23	Nov-24	Oct-24		
Total Contract Price	46,435,000	28,038,842	18,144,177	13,580,304	14,559,327	34,133,158		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	4,399,662	6,937,660	1,325,331	1,765,857	3,597,028	19,533,102		37,558,640
Uncompleted Dollar Value if Firm is the Subcontractor								-
		Total Value of All Work						37,558,640

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

								Accumulated Totals
Earthwork	5,000	526,627	41,003	21,000	262,878	2,064,824		2,921,332
Portland Cement Concrete Paving								-
HMA Plant Mix								-
HMA Paving								-
Clean & Seal Cracks/Joints								-
Aggregate Bases & Surfaces	8,000	60,334	28,350	32,001	172,500			301,185
Highway,R.R. and Waterway Structures	40,000	117,094		109,673				266,767
Drainage | SITE UTILITIES	40,000	323,221	18,750					381,971
Electrical								-
Cover and Seal Coats			-			88,750		88,750
Concrete Construction		1,497,753	38,702	90,500	136,580	2,340,625		4,104,160
Landsc / Erosion Cntrl|| Site Furnishings						91,279		91,279
Fencing								-
Guardrail / TEMPORARY BARRIER	-	30,642		104,492	45,000			180,134
Painting - Finishes								-
Signing				50,252	1,500			51,752
Cold Milling, Plan & Roto - METAL FAB		50,500						50,500
Demolition	-			28,927	-			28,927
Pavement Markings (Paint)								-
Other Construction (List) QC / FIELD COND/TEMP	1,000	65,168		93,977	-			160,145
Carpentry		76,982		13,750	62,622			153,354
Roadway Preservation, Rock Excavation	10,000							10,000
Shooting & Piling				9,100				9,100
MSE Wall	-							-
MOBILIZATION/ CQP		15,000	50,000	137,336	-	684,786		887,122
GENERAL CONDITIONS	122,770	656,718	162,815	125,120	55,000	675,985		1,798,408
Totals	226,770	3,420,039	339,620	816,128	736,080	5,946,249	-	11,484,885

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	19015	20015	21011	21018	22020	22026	
Subcontractor	MIDWEST PRECAST	ALPINE	ARAIZA	CODE ENGINEERING	A VET COMMUNIC	AMER CONC	
Type of Work	PRECAST CONCRETE	DEMOLITION	CONCRETE PAVING	ELECTRICAL	ELECTRICAL	CONC REPAIRS	
Subcontract Price	2,121,081	863,358	1,406,999	1,253,547	1,158,625	635,541	
Amount Uncompleted	-	225,739	57,433	187,332	350,161	261,992	
Subcontractor	ALTRA BUILDERS	AREA EQUIP	CLAUSEN STRUCTURES	CHGO ORNAM IRON	AMERICAN CONC	JUST RITE	
Type of Work	STRUCTURAL STEEL	STR STEEL ERECTION	STR STEEL ERECTION	STR & MISC STEEL	CONCRETE REPAIRS	METAL CEILINGS	
Subcontract Price	548,876	1,787,705	505,977	2,117,800	45,745	1,882,000	
Amount Uncompleted	10,978	122,450		5,492	-	1,439,090	
Subcontractor	INTEGRITY ENV	ARAIZA CORP	INDUSTRIAL FENCE	WHITED BROS	CHGO AREA PLUMB	OOSTERBAAN	
Type of Work	ENVIRONMENAL	SITE CONCRETE	FENCE & GUARDAIL	CEILING PANELS	PLUMBING	PAINTING	
Subcontract Price	196,913	427,973	340,103	1,390,806	553,400	272,300	
Amount Uncompleted	2,400	427,973	37,733	295,591	25,326	272,300	
Subcontractor	ARAIZA CORP	K&S ENGINEERS	TRAFFIC C & P	ENGINEERED PLAST	CHGO ORNAMENTAL	MID AMERICAN	
Type of Work	SITE CONCRETE	CAISSONS	TRAFFIC CNTRL/PVT M	COMPOSITE DECKING	STRUCTURAL STEEL	ELEVATOR	
Subcontract Price	53,433	4,242,290	1,436,109	1,365,934	687,000	1,497,000	
Amount Uncompleted	45,905	-	329,379	38,583	162,000	1,158,937	
Subcontractor	WAITE EQUIPMENT	GATEWAY	S&J CONST	US ARCH GLASS	E4 CONTRACTOR	3F CORP	
Type of Work	BRIDGE CRANE	REBAR INSTALL	SIGNING	STOREFRONT	SITE UTILITIES	ALUM STOREFRONT	
Subcontract Price	562,460	653,291	209,156	361,280	695,000	693,000	
Amount Uncompleted	-	125,433	17,509	29,626	639,956	693,000	
Subcontractor	CHICAGOLAND TRUCK	CAPITAL INDUSTRIAL	ELECTRIC CONDUIT	PINTO CONSTR	BOFO WATERPROOFING	PINTO CONSTR	
Type of Work	HAULING	PAINTING	ELECTRICAL	CARPENTRY	WATERPROOFING	CARPENTRY	
Subcontract Price	2,694,553	293,596	886,584	365,315	151,000	3,722,994	
Amount Uncompleted	-	185,843	122,308	85,113	-	2,476,189	
Subcontractor	Continued	Continued	Continued	Continued	Continued	Continued	
Type of Work	on	on	on	on	on	on	
Subcontract Price	Next	Next	Next	Next	Next	Next	
Amount Uncompleted	Page	Page	Page	Page	Page	Page	
Total Uncompleted	59,283	1,087,438	564,362	641,737	1,177,443	6,301,508	

CONTINUES ON FOLLOWING PAGE

SIGNATURE AND NOTARY TO FOLLOW ON LAST PAGE

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	19015	20015	21011	21018	22020	22026	
Subcontractor	Carry-over	Carry-over	Carry-over	Carry-over	Carry-over	Carry-over	
Type of Work	from	from	from	from	from	from	
Subcontract Price	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page	
Amount Uncompleted	59,283	1,087,438	564,362	641,737	1,177,443	6,301,508	
Subcontractor	THOMPSON PIPE	HECKER	SIGNATURE DEMO	AMERICAN DEMO	GREEN CREW	CHICAGO ORN IRON	
Type of Work	WM CONNECTION	ELECTRICAL	DEMOLITION	DEMOLITION	LANDSCAPING	METALS	
Subcontract Price	346,913	1,253,751	363,289	244,586	282,902	4,232,112	
Amount Uncompleted	-	697,571	-		250,250	2,100,398	
Subcontractor	GATEWAY	MICHELS	DELONGS	MID AMERICAN ELEV	TERRAZAS	NATIONAL WRECK	
Type of Work	REBAR INSTALLATION	TERS + SECANT WALL	STRUCTURAL STEEL	ELEVATOR	CONC CURB & GUTTER	DEMO	
Subcontract Price	1,224,982	1,136,000	1,934,400	287,000	224,050	591,000	
Amount Uncompleted	18,061	815,000	-	10,000	224,050	171,000	
Subcontractor	MECH INC dba HELM	MIDWEST FENCE	RW DUNTEMAN	RV BUILDERS	ACS MANAGEMENT	CODE ENGINEERING	
Type of Work	HVAC & MECH PIPING	FENCE/GUARDRAIL	LANDSCAPING	MASONRY	PRECAST	ELECTRICAL	
Subcontract Price	2,224,897	381,480	955,874	233,000	1,450,550	2,807,100	
Amount Uncompleted	77,638	344,113	89,860	36,450	70,000	2,296,682	
Subcontractor	NORTHERN CONTR	EARTHCAM	CAPITAL IND	OOSTERBAAN	ENCLOSURE SOLUT	E4	
Type of Work	FENCE & GUARDRAIL	VIDEO MONITORING	COATING	PAINTING	METAL WALL PANEL	SEWER	
Subcontract Price	105,255	52,530	222,695	194,000	1,842,000	310,000	
Amount Uncompleted	89,259	-	135,893	180,300	132,637	310,000	
Subcontractor	MW POWELL	vendor	GATEWAY	WERNER NUGENT	3F CORP	DESIGN GROUP	
Type of Work	ROOFING	scope	REBAR	PLUMBING	STOREFRONT	SIGNAGE	
Subcontract Price	254,961	price	494,509	155,410	369,800	637,028	
Amount Uncompleted	8,847	price	9,915	2,854	162,869	318,514	
Subcontractor	Continued	Continued	Continued	Continued	Continued	Continued	
Type of Work	on	on	on	on	on	on	
Subcontract Price	Next	Next	Next	Next	Next	Next	
Amount Uncompleted	Page	Page	Page	Page	Page	Page	
Total Uncompleted	253,088	2,944,121	832,477	871,341	2,017,249	11,498,102	

CONTINUES ON FOLLOWING PAGE

SIGNATURE AND NOTARY TO FOLLOW ON LAST PAGE

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	19015	20015	21011	21018	22020	22026	
Subcontractor	Carry-over	Carry-over	Carry-over	Carry-over	Carry-over	Carry-over	
Type of Work	from	from	from	from	from	from	
Subcontract Price	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page	
Amount Uncompleted	253,088	2,944,121	832,477	871,341	2,017,249	11,498,102	
Subcontractor	MICHELS CORP	vendor	ATLAS INDUSTRIES	DIAN	MID AMERICAN	TERRY PLUMBING	
Type of Work	TEMP EARTH RET SYS	scope	DEMOLITION	SITE CONCRETE	ELEVATOR	PLUMBING	
Subcontract Price	4,440,556	price	362,698	205,372	429,000	574,000	
Amount Uncompleted	-	price	17,341	74,002	429,000	374,500	
Subcontractor	SANCHEZ PAVING	vendor	TRUCK KING	NUCOR/HARRIS	L MARSHALL	GC ROOFING	
Type of Work	ASPHALT PAVING	scope	HAULING	INSTALL REBAR	ROOFING	ROOFING	
Subcontract Price	189,740	price	185,011	170,677	310,000	603,000	
Amount Uncompleted	186,066	price	-	956	250,000	603,000	
Subcontractor	ALDRIDGE	vendor	E4 CONTRACTOR	WEATHERGUARD	AMERICAN DEMO	QC ENTERPRISES	
Type of Work	ELECTRIC	scope	SITE UTILITY	ROOFING	DEMO	WALL TILE	
Subcontract Price	1,718,510	price	279,431	243,000	279,740	720,791	
Amount Uncompleted	561,291	price	70,657	3,430	76,300	643,071	
Subcontractor	KEYBOARD ENT	vendor	vendor	vendor	TRI-ANT	NUCOR HARRIS	
Type of Work	MECHANICAL SCREENS	scope	scope	scope	REBAR	REBAR	
Subcontract Price	1,580,000	price	price	price	125,992	383,479	
Amount Uncompleted	278,080	price	price	price	6,280	218,181	
Subcontractor	vendor	vendor	vendor	vendor	PINTO	THATCHER FOUNDATIONS	
Type of Work	scope	scope	scope	scope	DRYWALL	ERS	
Subcontract Price	-	price	price	price	117,120	255,000	
Amount Uncompleted	-	price	price	price	82,120	-	
Subcontractor	Continued	Continued	Continued	Continued	Continued	Continued	
Type of Work	on	on	on	on	on	on	
Subcontract Price	Next	Next	Next	Next	Next	Next	
Amount Uncompleted	Page	Page	Page	Page	Page	Page	
Total Uncompleted	1,278,526	2,944,121	985,711	949,729	2,860,949	13,336,853	

CONTINUES ON FOLLOWING PAGE

SIGNATURE AND NOTARY TO FOLLOW ON LAST PAGE

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	19015	20015	21011	21018	22020	22026	
Subcontractor	Carry-over	Carry-over	Carry-over	Carry-over	Carry-over	Carry-over	
Type of Work	from	from	from	from	from	from	
Subcontract Price	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page	
Amount Uncompleted	1,278,526	2,944,121	985,711	949,729	2,860,949	13,336,853	
Subcontractor	XYLEM FLYGT	MISC SUPPLIERS	MISC SUPPLIERS	MISC SUPPLIERS	MISC SUPPLIERS	MISC SUPPLIERS	
Type of Work	PUMP EQUIPMENT	MISC ITEMS	MISC ITEMS	MISC ITEMS	MISC ITEMS	MISC ITEMS	
Subcontract Price	5,414,629	300,000	200,000	100,000	-	400,000	
Amount Uncompleted	270,000	93,000	-	-	-	100,000	
Subcontractor	CMC REBAR	MISC MATERIALS	MISC MATERIALS	MISC MATERIALS	MISC MATERIALS	MISC MATERIALS	
Type of Work	F/REINFORCING STEEL	MISC ITEMS	MISC ITEMS	MISC ITEMS	MISC ITEMS	MISC ITEMS	
Subcontract Price	1,079,412	500,000	200,000	100,000	-	300,000	
Amount Uncompleted	-	155,000	-	-	-	75,000	
Subcontractor	MINOR SUBs	MINOR SUBs	MINOR SUBs	MINOR SUBs	MINORS SUBS	MINORS SUBS	
Type of Work	MISC SUBCONTRACTORS	MISC SUBCONTRACTORS	MISC SUBCONTRACTORS	MISC SUBCONTRACTORS	MISC SUBCONTRACTORS	MISC SUBCONTRACTORS	
Subcontract Price	1,091,011	750,000	200,000	267,835	2,500,000	200,000	
Amount Uncompleted	394,573	232,500	-	-	-	50,000	
Subcontractor	MAJOR POs	MAJOR POs	MAJOR POs	MAJOR POs	MAJOR POs	MAJOR POs	
Type of Work	MISC SUPPLIERS	MISC SUPPLIERS	MISC SUPPLIERS	MISC SUPPLIERS	MISC SUPPLIERS	MISC SUPPLIERS	
Subcontract Price	608,218	300,000	200,000	93,949	1,000,000	100,000	
Amount Uncompleted	414,219	93,000	-	-	-	25,000	
Subcontractor	MISC SUPPLIERS						
Type of Work	MISC ITEMS						
Subcontract Price	1,724,459						
Amount Uncompleted	965,604						
Subcontractor	MISC MATERIALS						
Type of Work	MISC ITEMS						
Subcontract Price	1,722,584						
Amount Uncompleted	849,971						
Total Uncompleted	4,172,892	3,517,621	985,711	949,729	2,860,949	13,586,853	

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me this
20th day of March, 2025

Notary Public

My commission expires: 06/13/2027

(Notary Seal)

OFFICIAL SEAL
MELISSA AGUILERA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 6/13/27

IHC Construction Companies, LLC
Name Printed

SIGNED

Company IHC CONSTRUCTION COMPANIES, LLC
Address 385 AIRPORT ROAD, SUITE 100
ELGIN IL 60123

BID BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned, _____ IHC Construction Companies, LLC as Principal, and Continental Casualty Company as Surety, are hereby held and firmly bound unto Village of Western Springs as OWNER in the penal sum of Five Percent of the Amount of Bid----------(5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of March, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to Village of Western Springs a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Lead Service Line Replacement - Phase 1

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

IHC Construction Companies, LLC (L.S.)
Principal

By: _____

Continental Casualty Company
Surety

By: Courtney A. Flaska
Courtney A. Flaska, Attorney In Fact

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK** SS:

On this 20th day of March, 2025 before me personally appeared Courtney A. Flaska, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of Continental Casualty Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Samantha Bradtke
Notary Public in and for the above County and State

My Commission Expires: **06/23/25**

OFFICIAL SEAL
SAMANTHA BRADTKE
Notary Public - State of Illinois
My Commission Expires June 23, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

James L Sulkowski, R B Schutz, Christine Eitel, Sherene L Hemler, Lucianne Bischoff, Mike Pohl, Kirk Liskiewitz, Courtney A Flaska, Samantha Bradtke, Individually

of Schaumburg, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 4th day of June, 2022.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 4th day of June, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 20th day of March, 2025 .

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

THE VILLAGE OF WESTERN SPRINGS

CONTRACT REQUIREMENTS FOR

LEAD SERVICE LINE REPLACEMENT – PHASE 1

Prepared On: November 13th, 2024

3-18-25

CERTIFICATION

LICENSED PROFESSIONAL ENGINEER RAVI S. JAYARAMAN 062-052984 STATE OF ILLINOIS	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Illinois. 1-17-2025 RAVI S. JAYARAMAN, P.E. DATE License Number: 062-052984 My license renewal date is November 30, 2025. Pages or sheets covered by this seal: Section I and III

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General Conditions
Section III
Special Provisions

Section I

ADVERTISEMENT FOR BIDS

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

Separate sealed BIDS for the construction of Lead Service Line Replacement – Phase 1:

The project generally consists of furnishing, all labor, materials, and equipment necessary to replace lead service lines for 42 properties from the watermain to curb box (public side) and from curb box to the water meter inside the building (private side), including but not limited to curb box removal or abandonment, curb box installation, lead service line disconnection and abandonment, installation and connection of new water service line, pavement & driveway restoration, sodding, tree protection, tree root pruning, and other work in accordance with the plans and specifications.

will be received by: The Village of Western Springs attention to Municipal Services

at Western Springs Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

until: 10:00 AM Local Time, March 20th, 2025, and then at said office publicly opened and read aloud.

"Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act (30 ILCS 559/20-1), and the federal "Build America, Buy America Act" requirements contained in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58.

This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4."

The CONTRACT DOCUMENTS may be examined at the following locations: Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

Electronic copies of Bidding Documents may be obtained by applying to: HR Green, Inc., 1391 Corporate Drive, Suite 203, McHenry, IL 60050 telephone 815-385-1778. Include company name, street address, name of contact person, telephone number, and fax number with application. Questions relating to these Bidding Documents shall be directed, in writing, to Ravi Jayaraman at HR Green, email rjayaraman@hrgreen.com

3/11/2025
DATE

SIGNATURE

INFORMATION FOR BIDDERS

BIDS will be received by The Village of Western Springs

(herein called the "OWNER"), at Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

until 10:00 AM Local Time, March 20th, 2025, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The Village of Western Springs attention to Municipal Services at Western Springs Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Lead Service Line Replacement – Phase 1 and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Western Springs Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him or her from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have

access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he or she deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

BIDDERS will comply with the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

BIDDER shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

Upon request and a minimum of 2 days notice, the Owner will provide each Bidder access to the site to review site conditions and conduct examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of Owner and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such explorations.

BID FORM OR PROPOSAL

Proposal of Millennium Contracting Co (hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois doing business as Corporation *
to the Village of Western Springs (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Lead Service Line Replacement – Phase 1 project which generally consists of furnishing, all labor, materials, and equipment necessary to replace lead service lines for 42 properties from the watermain to curb box (public side) and from curb box to the water meter inside the building (private side), including but not limited to curb box removal or abandonment, curb box installation, lead service line disconnection and abandonment, installation and connection of new water service line, pavement & driveway restoration, sodding, tree protection, tree root pruning, and other work in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of $500 for each consecutive calendar day thereafter.

BIDDER certifies that all iron, steel, manufactured products, and construction materials used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with the federal Build America, Buy America Act, Pub. L. No. 117-58 §§ 70901-52.

* **Insert "a corporation", "a partnership", or "an individual" as applicable.**

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:

(i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;

(ii) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and

(iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

(i) He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or

(ii) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (Where applicable): NO Addenda

3-19-25

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, http://beta.sam.gov/

(ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage

rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the even the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates

of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website, [https://www.dol.gov/whd/forms/index.htm]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be

permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10)*Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements in prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Provision for Contracts in Excess of $100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and on-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Current Davis-Bacon Wage Rates for Cook County Can Be Found at the website below:

https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for at the contract unit price listed in the bid schedule below.

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

BASE BID

Item No.	Pay Item	Units	Quantity	Unit Price	Total
1	Water Service Installation, Trenchless Method, 1"	LF	3,060	70.00	214,200.00
2	Water Service Installation, Trenchless Method, 1.5"	LF	473	70.00	33,110.00
3	Exterior Foundation Excavation Pit	EA	42	2,000.00	84,000.00
4	Disconnect Existing Water Service From Watermain	EA	42	1,000.00	42,000.00
5	Watermain Tap and Corporation Stop, 1"	EA	37	4,000.00	148,000.00
6	Watermain Tap and Corporation Stop, 1.5"	EA	5	5,000.00	25,000.00
7	Connection to Existing Water Meter, Complete	EA	42	4,000.00	168,000.00
8	Curb Boxes to be Removed	EA	14	1.00	14.00
9	Curb Boxes to be Abandoned	EA	28	1.00	28.00
10	Curb Stop and Box, 1"	EA	37	1,000.00	37,000.00
11	Curb Stop and Box, 1.5"	EA	5	1,000.00	5,000.00
12	Pavement Removal and Replacement, Bituminous	SY	76	199.00	15,124.00
13	Pavement Removal and Replacement, P.C.C.	SY	360	183.00	65,880.00
14	Residential Driveway Removal and Replacement, P.C.C.	SY	53	265.00	14,045.00
15	Combination Curb & Gutter Removal and Replacement	LF	144	83.00	11,952.00
16	Sodding, Salt Tolerant (Complete)	SY	225	42.00	9,450.00
17	Tree Protection	EA	84	200.00	16,800.00
18	Tree Root Pruning	EA	55	200.00	11,000.00
19	Sediment and Erosion Control	LS	1	5,000.00	5,000.00
20	Traffic Control and Protection	LS	1	30,000.00	30,000.00
				Total	935,603.00

TOTAL BASE BID COST: nine hundred thirty - five thousand six hundred three ~~dollars~~ zero cents

3-19-25

ALTERNATE BID ITEMS

Alternate bid items have been included for purposes of obtaining a unit price should these items be required by field conditions.

Item No.	Pay Item	Units	Unit Price
21	Water Service Installation, Trenchless Method, 2"	LF	80.00
22	Watermain Tap and Corporation Stop, 2"	EA	6,000.00
23	Curb Stop and Box, 2"	EA	1,500.00
24	Water Service Installation, Open Cut Method, 1"	LF	330.00
25	Water Service Installation, Open Cut Method, 1.5"	LF	340.00
26	Water Service Installation, Open Cut Method, 2"	LF	350.00
27	Water Meter Relocation, Complete	EA	2,000.00
28	PCC Sidewalk Removal and Replacement	SF	33.00
29	Shrub Removal	EA	2,500.00
30	Tree Removal (6-15 Units Diameter)	UNIT	250.00
31	Tree Removal (Over 15 Units Diameter)	UNIT	350.00
32	Rock Excavation	CY	500.00
33	Water Service Casing	LF	20.00
34	Residential Driveway Removal and Replacement, Bituminous	SY	250.00

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes X No ____

Respectfully submitted:

Signature

5933 N. Knox Ave Chicago IL 60646
Address

President
Title

8/17/2025
Date

847-493-9577
Telephone #

echung@millcomnet
E-mail Address

(SEAL - if BID is by a corporation)

Attest

MAJOR ITEMS OF EQUIPMENT – NOT APPLICABLE FOR THIS CONTRACT

BID BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned, _____ Millennium Contracting Co., 5933 N. Knox Ave., Chicago, IL 60646 as Principal, and Western Surety Company, 151 N. Franklin St., Chicago,IL 60606 as Surety, are hereby held and firmly bound unto Village of Western Springs as OWNER in the penal sum of Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of March, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to Village of Western Springs a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Lead Service Line Replacement – Phase 1

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

ss

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Ann Marie Waters Notary Public of COOK County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the

Western Surety 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 she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company

for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 20th day of March A.D., 2025

Ann Marie Waters

(Notary Public) Ann Marie Waters
My Commission expires: 07/05/2025

Notary Seal:

"OFFICIAL SEAL"
ANN MARIE WATERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/5/2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Karen A Ryan, William Cahill, Kimberly Sawicki, Ann Marie Waters, Brent R Wagner, Kimberly R Holmes, Richard A Freebourn Jr, Rachel E Hernandez, Individually

of Naperville, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of March, 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest 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 based on race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature

3/17/2025
Date

Eric Chung President
Name and Title of Signer (Please type)

Millennium Contracting Co
Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: Laborers, Local 150, Local 150
(Name of union or organization of workers)

The undersigned currently holds contract(s) with Millennium Contracting Co
(name of applicant)
involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Eric Chung

Millennium Contracting Co
(Contractor or Subcontractor)

3/17/2025
(Date)

HR Green, Inc.
Project No. 2202505

Lead Service Line Replacement – Phase 1
Village of Western Springs, Illinois

EPA Project Control #: _____

_____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to $10,000 or imprisonment for up to 5 years, or both.

Eric Chung President
(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative) 3/17/2025 (Date)

☐ I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for $25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

EPA Form 5700-19 (11-88)

Bidder Certification
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I Eric Chung, do hereby certify that:
Name

1. I am President of the Millennium Contracting Co
Position Firm
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract due to a either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]."

Name of Firm Millennium Contracting Co

Signature

Title President

Date 3/17/2025
Corporate Seal (where appropriate)

On this 17 day of March 2025, before me appeared (Name)

Eric Chung to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) Millennium Contracting Co to execute the affidavit and did so as his or her free act and deed.

Notary Public Megan Chung Commission Expires 6/13/2027

Notary Seal

OFFICIAL SEAL
MEGAN MARIE CHUNG
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 6/13/27

Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) _____

I. Disadvantaged Business Enterprise Policy

A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.

B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) _____'s policy and procedures for complying with these requirements.

C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.

B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.

C. (Name of Loan Recipient) _____'s disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) _____'s disadvantaged business policy, ALL bidders shall provide the following with its bid:

1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

   Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (http://construction.com/dodge/)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.

4. List of disadvantaged businesses not being utilized and justification for non-utilization.

5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.

6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.

7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (1-7) above may cause rejection of the bid as non-responsive.

IV. Sanctions

A. The (Name of Loan Recipient) _____ has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).

B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.

   1. Declare the bidder and/or subcontractor non-responsible and therefore, ineligible for contract award.

   2. Disallow all contract costs associated with non-compliance.

3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.

B. After award of the prime contract, copies of all disadvantaged business-related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.

C. After bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

Suggested Disadvantaged Business (DBE)
Advertisement for Construction Contractors

Notice to Disadvantaged Businesses

Millennium Contracting Co. 5733 N. Knox Ave Chicago IL 60646, 847-493-9577, is
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the Village of Western Springs
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: Cooper, _____,
_____, _____

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested), Michael S. Tooley to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)

be completed prior to bid opening 3-20-25.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company
Name of Owners
Address of Company
E-mail Address of Company
Telephone Number
Date of Proposal
Type of Business
Type of DBE
Description of work to be performed

3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).

4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.

5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.

6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).

7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.

☑ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.

☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: Millennium Contracting Co

NAME: Fred Chung

TITLE: President

Company: Millennium Contracting Co

Date: 3 / 17 / 2025

EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name J.A. Nardulli	Project Name LEAD SERVICE LINE PHASE 1
Contact Person's Name & Title Marco Arellano	
Address 3517 S. 60TH CT	
Telephone 773 475-1119	Email Marco@JNardullicontractor.com
DBE Certified By: MWRD	Select all that apply. At least one is required: MBE WBE SBE DBE
Prime Contractor Name Millennium	

Type of Work to be Performed	Cost Estimate of Work
Concrete	150,000

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	**Print Name:** Eric Chang
Date: 3/17/2025	**Title:** President
Subcontractor Signature: Marco Arellano	**Print Name:** MARCO ARELLANO
Date: 3/20/25	**Title:** ESTIMATOR

HR Green, Inc.
Project No. 2202505

Lead Service Line Replacement – Phase 1
Village of Western Springs, Illinois

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List

(Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
J. Nardulli	3517 S. 60th Ct. Cicero, IL 60804	(708) 652-3000	marco@jnardulliconcrete.com	Concrete	MBE + DBE Check if Hired ☑
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐

Bidder Certification Regarding the Use of
Iron, Steel, Manufactured Products, and Construction Materials produced in the United States
(Build America, Buy America Act)

I Eric Chung, do hereby certify that:

Name

1. I am President (title) of the Aluminum Contracting Co (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.

2. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.

3. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

4. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

5. I acknowledge that all construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred in the United States.

6. I am aware that this requirement applies to all portions of the project that are subcontracted.

Signature _____

Date 8/17/2025

Corporate Seal (where appropriate)

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.

Millennium Contracting Co
Contractor

Attest: _____

Date: 3/17/2025

CONTRACTOR'S CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION

Eric Chung 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.

Millennium Contracting Co
Contractor

DATED: 3/17/2025

ATTEST:

EXHIBIT A

CERTIFICATION BY THE CONTRACTOR

I, Eric Chung, having being first duly sworn, depose and state that I am the President

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

and the authorized agent of Millennium Contracting Co, 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 Lead Service Line Replacement Phase I Project in the Village of Western Springs, and hereby certify on behalf of said company as follows:

1. That said company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. That said company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. That said company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

(a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

(b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

Signature of Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 17 Day
Of March, 2025.

Notary Public

OFFICIAL SEAL
MEGAN MARIE CHUNG
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 6/13/27

Pre-Construction Site Assessment Form

This form must be completed and signed prior to start of work

Propery Address:_____

Property Owner: _____

Date of Initial Site Assessment: _____

Prepared By (Name of Contractor representative): _____

Base Bid Items					
Item No.	**Pay Item**	**Units**	**Quantity**	**Unit Price**	**Total**
1	Water Service Installation, Trenchless Method, 1"	LF			
2	Water Service Installation, Trenchless Method, 1.5"	LF			
3	Exterior Foundation Excavation Pit	EA			
4	Disconnect Existing Water Service From Watermain	EA			
5	Watermain Tap and Corporation Stop, 1"	EA			
6	Watermain Tap and Corporation Stop, 1.5"	EA			
7	Connection to Existing Water Meter, Complete	EA			
8	Curb Boxes to be Removed	EA			
9	Curb Boxes to be Abandoned	EA			
10	Curb Stop and Box, 1"	EA			
11	Curb Stop and Box, 1.5"	EA			
12	Pavement Removal and Replacement, Bituminous	SY			
13	Pavement Removal and Replacement, P.C.C.	SY			
14	Residential Driveway Removal and Replacement, P.C.C.	SY			
15	Combination Curb & Gutter Removal and Replacement	LF			
16	Sodding, Salt Tolerant (Complete)	SY			
17	Tree Protection	EA			
18	Tree Root Pruning	EA			
19	Sediment and Erosion Control*	LS			
20	Traffic Control and Protection*	LS			
				Total Base Bid	

*N/A – Single lump sum value for entire contract

Contractor must obtain written approval from Village and Engineer for use of pay items below.

Alternate Bid Items					
Item No.	**Pay Item**	**Units**	**Quantity**	**Unit Price**	**Total**
21	Water Service Installation, Trenchless Method, 2"	LF			
22	Watermain Tap and Corporation Stop, 2"	EA			
23	Curb Stop and Box, 2"	EA			
24	Water Service Installation, Open Cut Method, 1"	LF			
25	Water Service Installation, Open Cut Method, 1.5"	LF			
26	Water Service Installation, Open Cut Method, 2"	LF			
27	Water Meter Relocation, Complete	EA			
28	PCC Sidewalk Removal and Replacement	SF			
29	Shrub Removal	EA			
30	Tree Removal (6-15 Units Diameter)	UNIT			
31	Tree Removal (Over 15 Units Diameter)	UNIT			
32	Rock Excavation	CY			
33	Water Service Casing	LF			
34	Residential Driveway Removal and Replacement, Bituminous	SY			
				Total Alternate Bid	

Total Preliminary Cost (Sum of Base Bid and Alternate Bid Items): $_____

Notes:

_____

_____

_____

_____

_____

Contractor Representative (Name, Signature, Date):

_____

Village Representative (Name, Signature, Date):

_____

Post-Construction Site Assessment Form

Propery Address:_____

Property Owner: _____

Date of Installation:_____

Date of Inspection: _____

Inspection By (Name of Village Representative): _____

Base Bid Items					
Item No.	**Pay Item**	**Units**	**Quantity**	**Unit Price**	**Total**
1	Water Service Installation, Trenchless Method, 1"	LF			
2	Water Service Installation, Trenchless Method, 1.5"	LF			
3	Exterior Foundation Excavation Pit	EA			
4	Disconnect Existing Water Service From Watermain	EA			
5	Watermain Tap and Corporation Stop, 1"	EA			
6	Watermain Tap and Corporation Stop, 1.5"	EA			
7	Connection to Existing Water Meter, Complete	EA			
8	Curb Boxes to be Removed	EA			
9	Curb Boxes to be Abandoned	EA			
10	Curb Stop and Box, 1"	EA			
11	Curb Stop and Box, 1.5"	EA			
12	Pavement Removal and Replacement, Bituminous	SY			
13	Pavement Removal and Replacement, P.C.C.	SY			
14	Residential Driveway Removal and Replacement, P.C.C.	SY			
15	Combination Curb & Gutter Removal and Replacement	LF			
16	Sodding, Salt Tolerant (Complete)	SY			
17	Tree Protection	EA			
18	Tree Root Pruning	EA			
19	Sediment and Erosion Control*	LS			
20	Traffic Control and Protection*	LS			
				Total Base Bid	

*N/A – Single lump sum value for entire contract

Contractor must obtain written approval from Village and Engineer for use of pay items below.

Alternate Bid Items					
Item No.	**Pay Item**	**Units**	**Quantity**	**Unit Price**	**Total**
21	Water Service Installation, Trenchless Method, 2"	LF			
22	Watermain Tap and Corporation Stop, 2"	EA			
23	Curb Stop and Box, 2"	EA			
24	Water Service Installation, Open Cut Method, 1"	LF			
25	Water Service Installation, Open Cut Method, 1.5"	LF			
26	Water Service Installation, Open Cut Method, 2"	LF			
27	Water Meter Relocation, Complete	EA			
28	PCC Sidewalk Removal and Replacement	SF			
29	Shrub Removal	EA			
30	Tree Removal (6-15 Units Diameter)	UNIT			
31	Tree Removal (Over 15 Units Diameter)	UNIT			
32	Rock Excavation	CY			
33	Water Service Casing	LF			
34	Residential Driveway Removal and Replacement, Bituminous	SY			
				Total Alternate Bid	

Final Cost (Sum of Base Bid and Alternate Bid Items): $_____

Inspection Notes:

_____

_____

_____

_____

_____

Punch List Items Addressed? _____

Contractor Representative (Name, Signature, Date):

_____

Village Representative (Name, Signature, Date):

_____

Notice to MBE/WBE/DBE/VBE

Millennium Contracting Co. seeks MBE/WBE/DBE/VBE participation in the upcoming Village of WESTERN SPRINGS LEAD SERVICE LINE REPLACEMENT – PHASE 1– BID held at Western Springs Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

Village of Western Springs Lead Service Line Replacement – Phase 1

10:00 A.M. on Thursday, March 20th, 2025.

MCC seeks subcontractors for plumbing, landscaping, concrete construction, asphalt restoration, trucking, and traffic control.

Bid documents can be requested from Eric Chung at echung@millcc.net.

Outlook

FINAL EMAIL REPLY + ONLINE AD NOTICE #9642

From Jewand Hall <Jewand.Hall@construction.com>
Date Mon 3/3/2025 11:03 AM
To Brittany Videka <bvideka@millcc.net>
Cc Eric Chung <echung@millcc.net>

1 attachment (89 KB)
Millennium Contr ad 03-06-25.pdf;

External (jewand.hall@construction.com)

Report This Email FAQ GoDaddy Advanced Email Security, Powered by INKY

Good morning Brittany,

Thank you for your Interest with Dodge Data AND Analytics! For, your ad is schedule to run in the Dodge Construction News ***Chicago*** on 3/6 (excluding Sat/Sun). Attached is the pdf proof of your ad.

~THE ONLINE AD POSTING IS LIVE TODAY- LINK BELOW~

Please review the proof and notify me if any changes are needed ASAP (the sooner the better). If you do not respond to this email or notify us of any changes to be made prior to publication this will be construed as approval, and you will be invoiced accordingly.

Visit us at: https://proposal-bid-notices.construction.com/home/dda

Here's the Landing Page: MILLENNIUM CONTRACTING-NTDVBE-VILLAGE OF WESTERN SPRINGS-FOR, LSLR-PHASE 1 PROJECT.

Brittany, if you have any questions regarding the online ad, please feel free to contact me.

Again, Thanks for your Business!

Jay~
Postscript: Online ads run thru Bid Date

Jewand Hall
DODGE CONSTRUCTION NETWORK
Customer Success Manager-ADVERTISING
Direct: 609.256.6896 | Mobile 908-907-2590
E Jewand.Hall@construction.com
GreenSheet ▪ The Daily Journal ▪ Daily Pacific Builder ▪ Dodge Construction News Weekly

https://proposal-bid-notices.construction.com/home/dda
Official.bids@construction.com

From: Brittany Videka <bvideka@millcc.net>
Sent: Monday, March 3, 2025 10:50 AM
To: Jewand Hall <Jewand.Hall@construction.com>
Cc: Eric Chung <echung@millcc.net>
Subject: [EXTERNAL] Western Springs Ad

Good morning -

Please see attached and post as soon as possible

Thank you!!

Sincerely,

Brittany Videka
Administrative Office Assistant
bvideka@millcc.net
phone: 312-878-7567
Millennium Contracting Co.

MILLENNIUM CONTRACTING

Disclaimer

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2025

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

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

PRODUCER
Brown & Brown Insurance Services, Inc.
263 Shuman Blvd., Suite 110
Naperville IL 60563

CONTACT NAME: Kimberly Sawicki
PHONE (A/C, No, Ext): (630) 245-4600 FAX (A/C, No): (630) 245-4601
E-MAIL ADDRESS: Kim.Sawicki@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	United Fire & Casualty Company	13021
INSURER B :	Tokio Marine Specialty Insurance Company	23850
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Millennium Contracting Co.
5933 N Knox Avenue
Chicago IL 60646

COVERAGES CERTIFICATE NUMBER: 24/25 General+ REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU coverage is included [X] Contractual Liability is included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			60542476	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			60542476	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			60542476	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		30304744	04/01/2024	04/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractor Environmental and Professional including Mold			PPK2671550	04/01/2024	04/01/2025	Per Incident Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BID: Lead Service Line Replacement - Phase 1
Primary & Non-Contributory Additional Insured on General Liability, Auto, Umbrella & Pollution and Waiver of Subrogation on Workers Compensation: Village of Western Springs, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; HR Green, Inc.
Builders Risk will be put in place upon award of project if required.
Umbrella follows forms subject to policy terms, conditions, definitions & exclusions.; 30-day notice of cancellation (except 10-days due to nonpayment) to certificate holder.

CERTIFICATE HOLDER
Village of Western Springs
740 Hillgrove Avenue
Western Springs IL 60558

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

AUTHORIZED REPRESENTATIVE
Kimberly Sawicki

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance;

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;

(3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";

(4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.

(5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

(6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS - COMPLETED OPERATIONS COVERAGE - AUTOMATIC STATUS FOR OTHER PARTIES AND COMPLIANCE WITH WRITTEN CONTRACTUAL REQUIREMENTS (THROUGH ISO 10/01 COVERAGE OPTIONS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:
   - **a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
   - **b.** "your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
     - **(1)** The "written contract" requires you to provide the additional insured such coverage; and
     - **(2)** This coverage part provides such coverage; and
     - **(3)** Such coverage will not apply subsequent to the first to occur of the following:
       - **i.** The expiration of the period of time required by the "written contract"; or
       - **ii.** The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 04/13 edition of CG2010 (aka CG 20 10 04 13), or via the 04/13 edition of CG2037 (aka CG 20 37 04 13), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".
3. If the "written contract" specifically requires you to provide additional insurance coverage via the 07/04 edition of CG2010 (aka CG 20 10 07 04), or via the 07/04 edition of CG2037 (aka CG 20 37 07 04), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".
4. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01) then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "arising out of".
5. With regards to **B.1.** and **B.2.** above only, the following conditions are added;
   - **a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
   - **b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

6. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
   a. The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities.
   b. Any premises or work for which the additional insured is specifically listed as an additionalinsured on another endorsement attached to thiscoverage part.

C. Only for the purpose of the insurance provided this endorsement, **SECTION V– DEFINITIONS** is amended to add the following definition:

"Written Contract" means a written contract or written agreement that requires you to make aperson or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becoming effective during the term of this policy; and
2. Was executed prior to:
   a. The "bodily injury" or "property damage"; or
   b. The offense that caused the "personal and advertising injury",

   for which the additional insured seeks coverage under this coverage part.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limits of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

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(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph **5.b.** is replaced by the following:

b. **(1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

(a) Any Covered "auto" you lease, hire, rent or borrow; and

(b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $75,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

4. The statements in the application are incorporated into this policy. This policy embodies all existing agreements between you and us relating to this insurance;

5. Breach of those representations or warranties will result, at our election, in forfeiture of coverage for any **claim, loss, professional loss, remediation expense,** or **emergency expense** reported to us under the policy, or voiding of the policy from the **inception date**.

For the purposes of this policy, application means the formal application and all attachments and other documents and materials submitted to us by you, or on your behalf, in connection with your purchase of this policy and any endorsements we may issue after the **inception date,** including any renewal of this policy. In the event you did not submit an application form to us, the application will be deemed to consist of any documents or materials submitted to us by you or on your behalf in connection with your purchase of this policy, any endorsements we may issue or any renewal of this policy.

H. Other Insurance

If other valid and collectible insurance is available to the **insured** for coverage granted under this policy, our obligations are limited as follows:

1. This insurance is primary, and our obligations are not affected unless any other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **2.** below, or this insurance will be primary and non-contributory when Paragraph **3.** below applies; and

2. If all of the other insurance permits contribution by equal shares, we will also follow this method. In this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. In contribution by limits, each insurer's share is based upon the ratio its applicable limit of insurance bears to the total applicable limits of insurance of all insurers.

3. This insurance is primary and non-contributory with other valid and collectible insurance, but only if: (i) the **named insured** has a written contract or agreement requiring this insurance to be primary and non-contributory; and (ii) such contract or agreement was executed prior to the date that **your contracting operations** or **your professional services,** as applicable first commenced.

For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.

I. Headings

The descriptions in the headings of this policy and any endorsements attached hereto are solely for convenience, and form no part of the terms and conditions of coverage.

J. Consent

Where consent by us or an **insured** is required under this policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.

K. Access and Inspection

In connection with underwriting of this insurance or with our defense or adjustment of any

5. In the event similar insurance is in force covering any **claims** first made during the automatic **extended reporting period**, there is no coverage under this policy.

6. In the event similar insurance is in force covering any **claims** first made during the supplemental **extended reporting period**, coverage provided by this policy shall be excess over any such other insurance, including any applicable deductible or **self-insured retention** amounts of such other insurance. For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.

7. Any **extended reporting period** does not extend the **policy period**. Any **claim** first made against you during an **extended reporting period** will be deemed to have been first made during the last day of the **policy period**.

X. GENERAL CONDITIONS

A. Subrogation

If we pay any amount under this policy, we shall be subrogated to the **insured's** rights of recovery against any individual, firm or organization. The **insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **insured** shall not waive or prejudice such rights subsequent to when a **claim** is first made or when the **insured** discovers **contamination**.

Any recovery as a result of a subrogation proceeding arising out of payment of a **professional loss**, **loss** or **remediation expense** covered under this insurance shall accrue first to you to the extent of any payments in excess of the Limits of Insurance; then to us to the extent of our payment under the policy; and then to you to the extent of your **self-insured retention**. Expenses incurred in such subrogation proceedings will be apportioned among the interested parties in the recovery, in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client and any entity where required by written contract provided that such contract is fully executed prior to the first commencement of **contamination** or prior to the rendering or failure to render **your professional services,** as applicable to which this insurance applies. Such waiver of subrogation within any written contract does not expand, enhance or otherwise increase the terms and conditions of this policy accordingly

B. Changes

Notwithstanding anything to the contrary, no provision of this policy may be amended, waived or otherwise changed except by endorsement issued by us to form part of this policy.

C. Action Against Us

No person or organization has a right under this insurance:

1. To join us as a party or otherwise bring us into a **claim**; or

2. To sue us under this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on a fully executed settlement agreement or on a final judgment against the **insured** obtained after an actual trial; but we will not be liable for **loss, professional loss, remediation expense, emergency expense,** or

D. Your Insured Location Liability

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self- insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of **your insured location,** provided that:

1. Such **contamination** first commences during the **policy period;**

2. Such **contamination** ceases fully within ten (10) days of its commencement; and

3. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury**, **property damage** or **environmental damage** that is first made against the **insured** and reported to us during the **policy period,** or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**.

E. Image Restoration Coverage

We will reimburse you for **image restoration expenses** incurred because of **contamination** or an actual or alleged negligent act, error or omission in the performance of your professional services reported to us during the **policy period** or as expressly provided for in the **extended reporting period**, if applicable, and that results in **bodily injury**, **property damage**, or **environmental damage** covered under Insuring Agreements **I. A.**, **B.**, **C.** or **D.**, as applicable. Reimbursement is limited to the costs of restoring your reputation and consumer confidence through image consulting, is subject to the **self-insured retention** for the applicable coverage part, and will in no event exceed the amount shown in ITEM 5.E in the Declarations.

II. DEFINITIONS

A. **Additional insured** means any individual, organization or entity to the extent that they are contractually liable for **loss** or **remediation expense** to which this insurance applies as a result of **your contracting operations, completed operations,** or **transportation** performed by or on behalf of the **named insured** or arising out of the named insured's ownership, use maintenance or operation of **your insured location,** provided:

1. Such individual, organization or entity is scheduled to this policy as an **additional insured** by an endorsement; or

2. Solely with regard to Coverage **B. – Contracting Operations Environmental Liability**, such individual, organization, or entity is required to be an **additional insured** under this policy in a written contract or agreement for **your contracting operations** or **completed operations,** provided that such contract or agreement was fully executed prior to the date that **your contracting operations** first commenced.

   Any coverage afforded such **additional insured** under this policy is available up to and not exceeding any specified limits of insurance as required by the written contract with you or subject to the applicable Coverage **B. Contracting Operations Environmental Liability Coverage** Limit of Insurance, whichever is less.

   The **additional insured** is not provided any coverage under this policy for any portion of its own negligence or legal liability.

B. **Bodily injury** means:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

_____

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

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

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AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.5.

To: Public Works and Water Committee
From: Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance
RE: Lead Service Line Replacement Phase 1 CY24-25 - L17-3761 DRAFT Ordinance – Authorizing the Village to Borrow Funds
for the Purposes of the Replacement of 42 Lead Service Lines

Recommendation

Consider a recommendation to approve a revised ordinance authorizing the Village of Western Springs to borrow funds in the amount of $1,100,381.15. for the purposes of replacement of 42 lead service lines.

Summary

Attached for the Committee's review is a revised ordinance authorizing the Village to borrow for the purposes of replacing 42 lead service lines in the State of Illinois' 2024 Fiscal Year. The Village Board previously approved Ordinance 24-3221 in November 2024 in the amount of $906,405.15 for IEPA Loan L17-3761.

The Village opened bids for the project on Thursday, March 20th and the final bid came in higher than the engineer's construction estimate.

The Village applied for an IEPA low-interest loan to fund the project and received a 0% interest loan. A revised ordinance will be required to update the loan request amount to a total of $1,100,381.15.

Financial Impact

Account 4303510 50332 (Inspection Engineering)
Fund Water Fund
2025 Budget $94,200.00
Project Cost $77,200.00

Account 4303510 62020 (Construction)
Fund Water Fund
2025 Budget $785,000.00
Project Cost $1,023,161.15 (Including project contingency requirements)

Recommended Motion

I move to recommend to the Village Board the approval of a revised ordinance authorizing the Village of Western Springs to borrow funds in the amount of $1,100,381.15 for the purposes of replacement of 42 lead service lines.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Ordinance 24-3221
2. DRAFT Ordinance No. 25-___- re Authorizing IEPA Loan Agreement for Lead Service Line Replacement Program CY24-25 - L17-3761

ORDINANCE NO. 24-3221
VOTE: Passed on a roll call vote.
AYES:Trustees Avakian, Chen, Fink, Lewis, Nawrocki, Tyrrell and President Rudolph
NAY: None.
ABSENT: None.
ABSTAIN: None.
DATE: November11, 2024.
OTHER: None.

AN ORDINANCE AUTHORIZING THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE COMPLETION OF THE REPLACEMENT OF FORTY-TWO (42) RESIDENTIAL LEAD SERVICE LINES WITHIN THE VILLAGE OF WESTERN SPRINGS (IEPA LOAN NUMBER L17-3761).

WHEREAS, the Village of Western Springs ("Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village operates its public water supply system (the "Waterworks System" or "System") in accordance with the constitutional and statutory authority of the Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Illinois Constitution of 1970 and the applicable provisions of the Illinois Municipal (65 ILCS 5/) and the Local Government Debt Reform Act, 30 ILCS 350/; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is advisable, necessary and in the best interest of the public's health, safety and welfare to improve the System by completing and/or constructing certain new public water supply facilities and constructing certain infrastructure improvements to existing public water supply facilities that are part of the Village's System including the following:

> Lead Service Line Replacement Project: Replacement of forty-two (42) Residential Lead Service Lines, together with the acquisition of any land or property easement access rights in land and to make all electrical, mechanical or other utility services improvements that are necessary, useful or advisable for the construction, installation and completion of the project ("the Project"), all in accordance with the plans and specifications prepared by the Village's consulting engineers, HRGreen, Inc. This Project has a useful life of at least fifty (50) years; and

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") operates a low interest loan program for municipalities and public entities to borrow funds to make certain infrastructure improvements to local water and sewer systems. Under the IEPA'S Public Water Supply Loan Program ("IEPA PWSLP"), the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the application provisions for the IEPA Loans from the IEPA PWSLP requires that the President and Board of Trustees of the Village authorize a representative to execute the IEPA Loan application forms and supporting documents for each phase of an IEPA-approved

project. With the passage of **Resolution No. 24-**2853 **on** November 11, 2024, the Village President and Board of Trustees of the Village have appointed and authorized the person holding the office of Village President to be the Village's representative for purposes of executing any IEPA Loan application forms and supporting documents under IEPA Loan Number L17-3761 and other IEPA Loan Numbers assigned to the Village's Lead Service Line Replacement Project that involves the construction of improvements to existing public water supply facilities that are part of the Village's waterworks system, specifically with regards to compliance with the Lead Service Line Replacement ("LSLR") and Notification Act; and

WHEREAS, the estimated cost of completion of the Project, including engineering, construction, equipment and material purchases, legal, financial and other related expenses is $**906,405.15** (the "Estimated Total Project Costs"). The Village does not have sufficient funds on hand and lawfully available to pay the full amount of the Estimated Total Project Costs to complete the Project; and

WHEREAS, the IEPA Loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the IEPA Loan; and

WHEREAS, the principal and interest payment relative to the IEPA Loan shall be payable semi-annually, and the IEPA Loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

WHEREAS, in accordance with the provisions of the Act, the Village of Western Springs is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of **$906,405.15** to provide funds to pay the costs of the Project; and

WHEREAS, the Village shall repay the IEPA Loan from revenues of the System; and

WHEREAS, the Village commits to pay from its own funds any amounts and/or overages with regard to the actual cost to complete the Project that are in excess of the amount provided by the IEPA Loan; and

WHEREAS, the IEPA Loan to the Village of Western Springs shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the Village and the Illinois Environmental Protection Agency; and

WHEREAS, the President and Board of Trustees of the Village have the authority to approve and enter into one or more IEPA Loan Agreements and to approve the expenditure of its funds generated by the System to repay the IEPA Loan(s) pursuant to its non-home rule powers and contracting authority provided by Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and find and determine that obtaining an IEPA Loan(s) to fund the completion of the Project is in the best interests of the Village of Western Springs and its Waterworks System, residents, property owners, local businesses and the public.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. INCORPORATION OF PREAMBLES: The recitals contained in the above preambles are true and correct, and incorporate them by reference into this Section 1 of the Ordinance.

SECTION 2. DETERMINATION TO BORROW FUNDS: It is necessary and in the best interests of the Village of Western Springs to construct the Project in accordance with the plans and specifications as described above in this Ordinance for the public's health, safety and welfare; the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* (the "Act"); and for the purpose of constructing the Project, the Village is authorized to borrow funds in the aggregate principal amount (which can include construction period interest financed over the term of the IEPA Loan) not to exceed **$906,405.15.**

SECTION 3. PUBLICATION: This Ordinance, together with a "Notice of Intent to Borrow Funds and Right to File Petition" in the statutory form (attached hereto as **Exhibit "A"**), shall be published once within ten (10) calendar days after passage of the Ordinance in the [**Suburban Life/The Doings/Pioneer Press**], a newspaper published and of general circulation in the Village of Western Springs, and if no petition, signed by electors numbering ten percent (10%) or more of the registered voters in the Village of Western Springs (i.e., there are 10,598 total registered voters within the Village per the Cook County Clerk's Office, Elections Division as of October 23, 2024; 10% of those registered voters / electors equals: 1,060) asking that the question of improving the System as provided in this Ordinance and entering into one or more of Loan Agreements to fund the Project therefore be submitted to the electors of the Village of Western Springs, is filed with the Village of Western Springs Clerk within thirty (30) calendar days after the date of publication of this Ordinance and Notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the Village of Western Springs Clerk to any individual requesting one.

SECTION 4. ADDITIONAL ORDINANCES: If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the President and Board of Trustees of the Village may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into one or more Loan Agreements with the IEPA, prescribing all the details of the Loan Agreement(s), and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amounts of the Loan Agreement(s) as set forth in this Ordinance is not exceeded and there is no material change in the Waterworks System Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into one or more Loan Agreements under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the IEPA.

SECTION 5. LOAN NOT AN INDEBTEDNESS OF THE VILLAGE: Repayment of the IEPA Loan(s) to the IEPA by the Village pursuant to this Ordinance is to be solely from the revenue

derived from the revenues of the System and the IEPA Loan(s) does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation.

SECTION 6. APPLICATION FOR LOAN: The Village President, or their designee, is authorized to make application to the IEPA for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

SECTION 7. ACCEPTANCE OF LOAN AGREEMENT: The President and Board of Trustees of the Village authorize acceptance of the offer of a loan made by the IEPA through the Public Water Supply Loan Program relative to funding of the Project under IEPA Loan Number L17-3761 and other IEPA Loan Numbers assigned to the Project, including all terms and conditions of the Loan Agreement(s) as well as all special conditions contained therein and made a part thereof by reference. The President and Board of Trustees further agree that the funds of the IEPA Loan(s) awarded to the Village shall be used solely for the purposes of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement(s).

SECTION 8. OUTSTANDING BONDS; RESERVE ACCOUNTS: The Village of Western Springs has outstanding bonds that are payable from revenues of the System, but the outstanding bonds are not senior to, but on parity with, the IEPA Loan(s) authorized by this Ordinance. In the event the Village of Western Springs issues senior bonds that are payable from revenues of the System, the Village of Western Springs shall establish and maintain an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s), as senior lien holders, in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C)(PWS) as required by each of the outstanding bond ordinance(s).

SECTION 9. AUTHORIZATION OF PRESIDENT TO EXECUTE LOAN AGREEMENT: The Village President is authorized and directed to execute the Loan Agreement(s) with the Illinois Environmental Protection Agency. The President and Board of Trustees of the Village may authorize by resolution a person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with the IEPA Loan(s).

SECTION 10. SEVERABILITY: If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 11. REPEALER: All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 12. EFFECTIVE DATE: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 11th day of November, 2024, and approved by me as President on the same day.

Heidi Rudolph

Heidi Rudolph, Village President

ATTEST: Edward Tymick

Ed Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 11th day of November, 2024 and in accordance with Section 3 (Publication) above.

Edward Tymitk, Village Clerk

SEAL

Exhibit "A"

Notice Of Intent To Borrow Funds and Right to File Petition

(attached)

NOTICE OF INTENT TO BORROW FUNDS
AND RIGHT TO FILE PETITION

NOTICE IS GIVEN that, pursuant to Ordinance Number 24-32~~21~~, adopted on November 11, 2024, the Village of Western Springs, Cook County, Illinois (the "Village"), intends to enter into one or more Loan Agreements with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed Seven Hundred and Fifty Thousand and No/100 Dollars ($750,000.00) and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement(s), for the purpose of paying the cost of certain improvements to the public water supply system of the Village of Western Springs consisting of the replacement of forty-two (42) Residential Lead Service Lines allocated within the Village of Western Springs, together with the acquisition of any land or property easement access rights in land and to make all electrical, mechanical or other utility services improvements that are necessary, useful or advisable to the construction, installation and completion of the project. A complete copy of the Ordinance accompanies this Notice.

NOTICE IS FURTHER GIVEN that if a petition signed by 1,060 or more electors of the Village of Western Springs (being equal to ten percent (10%) of the registered voters in the Village of Western Springs), requesting that the question of improving the public water supply system and entering into the Loan Agreements is submitted to the Village of Western Springs Clerk within thirty (30) calendar days after the publication of this Notice, the question of improving the public water supply system of the Village of Western Springs as provided in the Ordinance and Loan Agreement(s) shall be submitted to the electors of the Village of Western Springs at the next election to be held under general election law on April 1, 2024. A petition form is available from the Office of the Village of Western Springs Clerk located at Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois 60558. Phone number: 708-246-1800.

Edward Tymick
Village of Western Springs Clerk
Village of Western Springs
Cook County, Illinois
Dated: November 11, 2024

Exhibit "B"

No Referendum Certificate

(attached)

NO REFERENDUM CERTIFICATE

I, the undersigned, certify that I am the duly qualified, and acting Village Clerk of the Village of Western Springs, Cook County, Illinois, and as such officer I am the keeper of the books, records, files and journal of proceedings of the Village of Western Springs and of the President and Board of Trustees of the Village of Western Springs.

I do further certify that Ordinance Number 24-3221, being the Ordinance entitled: ORDINANCE AUTHORIZING THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE COMPLETION OF THE REPLACEMENT OF FORTY-TWO (42) RESIDENTIAL LEAD SERVICE LINES WITHIN THE VILLAGE OF WESTERN SPRINGS (IEPA LOAN NUMBER L17-3761)

was presented to and passed by the President and Board of Trustees of the Village of Western Springs at its legally convened public meeting held on the 11th day of November, 2024 and signed by the President of the Village of Western Springs on said day.

I do further certify that the Ordinance was duly and properly published in the ***[Suburban Life/The Doings/Pioneer Press],*** a newspaper published and of general circulation within the Village of Western Springs, on the **21st day of November, 2024,** being a date within ten (10) calendar days from the date of passage of the Ordinance.

I do further certify that publication of the Ordinance was accompanied by a separate publication of notice of (1) the specific number of voters required to sign the petition requesting the question of constructing improvements to the public water supply system, as provided in the Ordinance; (2) the time in which such petition must have been filed; and (3) the date of the prospective referendum.

I do further certify that I did make available and provide to any individual so requesting a petition form, which petition form provided for submission to the electors of the Village of Western Springs the question as set forth therein. Such petition forms were available from me continuously from November 21, 2024, up to and including December 23, 2024.

I do further certify that no Petition has been filed in my office within thirty (30) calendar days after publication of the Ordinance or as of the time of the signing hereof, as provided by statute, asking that the question of improving the public water supply system as provided in the Ordinance and the Loan Agreements therefore be submitted to the electors of the Village of Western Springs.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the corporate seal of the Village of Western Springs, Cook County, Illinois, this 11th day of November, 2024.

Edward Tymick
Village of Western Springs Clerk
Village of Western Springs, Cook County, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. 24-3221

AN ORDINANCE AUTHORIZING THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE COMPLETION OF THE REPLACEMENT OF FORTY-TWO (42) RESIDENTIAL LEAD SERVICE LINES WITHIN THE VILLAGE OF WESTERN SPRINGS (IEPA LOAN NUMBER L173761)

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting held on the 11th day of November, 2024, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 11th day of November, 2024.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: Trustees Avakian, Chen, Fink, Lewis, Nawrocki, Tyrrell and President Rudolph

NAYS: None.

ABSENT: None.

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 11th day of November, 2024.

Edward Tymick

Edward Tymick, Village Clerk

SEAL

2025389_2

DRAFT 04/03/25
ORDINANCE NO. 25-????
VOTE: Passed on a roll call vote.
AYES:
NAY:
ABSENT:
ABSTAIN:
DATE:
OTHER: None.

ORDINANCE AUTHORIZING THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE COMPLETION OF THE REPLACEMENT OF FORTY-TWO (42) RESIDENTIAL LEAD SERVICE LINES WITHIN THE VILLAGE OF WESTERN SPRINGS.

WHEREAS, the Village of Western Springs ("Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village operates its public water supply system (the "Waterworks System" or "System") in accordance with the constitutional and statutory authority of the Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Illinois Constitution of 1970 and the applicable provisions of the Illinois Municipal (65 ILCS 5/) and the Local Government Debt Reform Act, 30 ILCS 350/; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is advisable, necessary and in the best interest of the public's health, safety and welfare to improve the System by completing and/or constructing certain new public water supply facilities and constructing certain infrastructure improvements to existing public water supply facilities that are part of the Village's System including the following:

> Lead Service Line Replacement Project: Replacement of forty-two (42) Residential Lead Service Lines, together with the acquisition of any land or property easement access rights in land and to make all electrical, mechanical or other utility services improvements that are necessary, useful or advisable for the construction, installation and completion of the project ("the Project"), all in accordance with the plans and specifications prepared by the Village's consulting engineers, HRGreen, Inc. This Project has a useful life of at least fifty (50) years; and

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") operates a low interest loan program for municipalities and public entities to borrow funds to make certain infrastructure improvements to local water and sewer systems. Under the IEPA'S Public Water Supply Loan Program ("IEPA PWSLP"), the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the application provisions for the IEPA Loans from the IEPA PWSLP requires that the President and Board of Trustees of the Village authorize a representative to execute the IEPA Loan application forms and supporting documents for each phase of an IEPA-approved project. With the passage of Resolution No. 24-2853 on November 11 2024, the Village President

and Board of Trustees of the Village have appointed and authorized the person holding the office of Village President to be the Village's representative for purposes of executing any IEPA Loan application forms and supporting documents for any project that involves the construction of improvements to existing public water supply facilities that are part of the Village's waterworks system, specifically with regards to compliance with the Lead Service Line Replacement ("LSLR") and Notification Act; and

WHEREAS, the estimated cost of completion of the Project, including engineering, construction, equipment and material purchases, legal, financial and other related expenses is **$1,100,381.15** (the "Estimated Total Project Costs"). The Village does not have sufficient funds on hand and lawfully available to pay the full amount of the Estimated Total Project Costs to complete the Project; and

WHEREAS, the IEPA Loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the IEPA Loan; and

WHEREAS, the principal and interest payment relative to the IEPA Loan shall be payable semi-annually, and the IEPA Loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

WHEREAS, in accordance with the provisions of the Act, the Village of Western Springs is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of $705,000.00 to provide funds to pay the costs of the Project; and

WHEREAS, the Village shall repay the IEPA Loan from revenues of the System; and

WHEREAS, the IEPA Loan to the Village of Western Springs shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the Village and the Illinois Environmental Protection Agency; and

WHEREAS, the President and Board of Trustees of the Village have the authority to approve and enter into one or more IEPA Loan Agreements and to approve the expenditure of its funds generated by the System to repay the IEPA Loan(s) pursuant to its non-home rule powers and contracting authority provided by Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and find and determine that obtaining an IEPA Loan(s) to fund the completion of the Project is in the best interests of the Village of Western Springs and its Waterworks System, residents, property owners, local businesses and the public.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. INCORPORATION OF PREAMBLES: The recitals contained in the above preambles are true and correct, and incorporate them by reference into this Section 1 of the Ordinance.

SECTION 2. DETERMINATION TO BORROW FUNDS: It is necessary and in the best interests of the Village of Western Springs to construct the Project in accordance with the plans

and specifications as described above in this Ordinance for the public's health, safety and welfare; the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* (the "Act"); and for the purpose of constructing the Project, the Village is authorized to borrow funds in the aggregate principal amount (which can include construction period interest financed over the term of the IEPA Loan) not to exceed Seven Hundred and Five Thousand and No/100 Dollars ($705,000.00).

SECTION 3. PUBLICATION: This Ordinance, together with a "Notice of Intent to Borrow Funds and Right to File Petition" in the statutory form (attached hereto as **Exhibit "A"**), shall be published once within ten (10) calendar days after passage of the Ordinance in the [**Suburban Life/The Doings/Pioneer Press**], a newspaper published and of general circulation in the Village of Western Springs, and if no petition, signed by electors numbering ten percent (10%) or more of the registered voters in the Village of Western Springs (i.e., there are 10,598 total registered voters within the Village per the Cook County Clerk's Office, Elections Division as of October 23, 2024; 10% of those registered voters / electors equals: 1,060) asking that the question of improving the System as provided in this Ordinance and entering into one or more of Loan Agreements to fund the Project therefore be submitted to the electors of the Village of Western Springs, is filed with the Village of Western Springs Clerk within thirty (30) calendar days after the date of publication of this Ordinance and Notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the Village of Western Springs Clerk to any individual requesting one.

SECTION 4. ADDITIONAL ORDINANCES: If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the President and Board of Trustees of the Village may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into one or more Loan Agreements with the IEPA, prescribing all the details of the Loan Agreement(s), and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amounts of the Loan Agreement(s) as set forth in this Ordinance is not exceeded and there is no material change in the Waterworks System Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into one or more Loan Agreements under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the IEPA.

SECTION 5. LOAN NOT AN INDEBTEDNESS OF THE VILLAGE: Repayment of the IEPA Loan(s) to the IEPA by the Village pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System and the IEPA Loan(s) does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation.

SECTION 6. APPLICATION FOR LOAN: The Village President, or their designee, is authorized to make application to the IEPA for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

SECTION 7. ACCEPTANCE OF LOAN AGREEMENT: The President and Board of Trustees of the Village authorize acceptance of the offer of a loan made by the IEPA through the Public Water Supply Loan Program relative to funding of the Project, including all terms and conditions of the Loan Agreement(s) as well as all special conditions contained therein and made a part thereof by reference. The President and Board of Trustees further agree that the funds of the IEPA Loan(s) awarded to the Village shall be used solely for the purposes of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement(s).

SECTION 8. OUTSTANDING BONDS; RESERVE ACCOUNTS: The Village of Western Springs has outstanding bonds that are payable from revenues of the System, but the outstanding bonds are not senior to, but on parity with, the IEPA Loan(s) authorized by this Ordinance. In the event the Village of Western Springs issues senior bonds that are payable from revenues of the System, the Village of Western Springs shall establish and maintain an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s), as senior lien holders, in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C)(PWS) as required by each of the outstanding bond ordinance(s).

SECTION 9. AUTHORIZATION OF PRESIDENT TO EXECUTE LOAN AGREEMENT: The Village President is authorized and directed to execute the Loan Agreement(s) with the Illinois Environmental Protection Agency. The President and Board of Trustees of the Village may authorize by resolution a person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with the IEPA Loan(s)**.**

SECTION 10. SEVERABILITY: If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 11. REPEALER: All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 12. EFFECTIVE DATE: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 28th day of April, 2025, and approved by me as President on the same day.

_____
Heidi Rudolph, Village President

ATTEST:

_____
Ed Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of XXXXX, 2025 and in accordance with Section 3 (Publication) above.

_____
Edward Tymick, Village Clerk **SEAL**

<u>Exhibit "A"</u>

Notice Of Intent To Borrow Funds and Right to File Petition

(attached)

DRAFT

NOTICE OF INTENT TO BORROW FUNDS
AND RIGHT TO FILE PETITION

NOTICE IS GIVEN that, pursuant to **Ordinance Number 25-????,** adopted on April 28, 2025, the Village of Western Springs, Cook County, Illinois (the "Village"), intends to enter into one or more Loan Agreements with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed One Millions, One Hundred Thousand, Three Hundred and Eighty One and 15/100 Dollars (**$1,100,381.15**) and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement(s), for the purpose of paying the cost of certain improvements to the public water supply system of the Village of Western Springs consisting of the replacement of forty-two (42) Residential Lead Service Lines allocated within the Village of Western Springs, together with the acquisition of any land or property easement access rights in land and to make all electrical, mechanical or other utility services improvements that are necessary, useful or advisable to the construction, installation and completion of the project. A complete copy of the Ordinance accompanies this Notice.

NOTICE IS FURTHER GIVEN that if a petition signed by 1,060 or more electors of the Village of Western Springs (being equal to ten percent (10%) of the registered voters in the Village of Western Springs), requesting that the question of improving the public water supply system and entering into the Loan Agreements is submitted to the Village of Western Springs Clerk within thirty (30) calendar days after the publication of this Notice, the question of improving the public water supply system of the Village of Western Springs as provided in the Ordinance and Loan Agreement(s) shall be submitted to the electors of the Village of Western Springs at the **next election to be held under general election law on _____, 2024**. A petition form is available from the Office of the Village of Western Springs Clerk located at Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois 60558. Phone number: 708-246-1800.

Edward Tymick
Village of Western Springs Clerk
Village of Western Springs
Cook County, Illinois
Dated: April __, 2025

DRAFT

<u>Exhibit "B"</u>

No Referendum Certificate

(attached)

DRAFT

NO REFERENDUM CERTIFICATE

I, the undersigned, certify that I am the duly qualified, and acting Village Clerk of the Village of Western Springs, Cook County, Illinois, and as such officer, I am the keeper of the books, records, files and journal of proceedings of the Village of Western Springs and of the President and Board of Trustees of the Village of Western Springs.

I do further certify that Ordinance Number 24-????, being the Ordinance entitled: ORDINANCE AUTHORIZING THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE COMPLETION OF THE REPLACEMENT OF FORTY-TWO (42) RESIDENTIAL LEAD SERVICE LINES WITHIN THE VILLAGE OF WESTERN SPRINGS.

was presented to and passed by the President and Board of Trustees of the Village of Western Springs at its legally convened public meeting held on the 28th day of October, 2024 and signed by the President of the Village of Western Springs on said day.

I do further certify that the Ordinance was duly and properly published in the ***[Suburban Life/The Doings/Pioneer Press],*** a newspaper published and of general circulation within the Village of Western Springs, on the **___day of _____, 2025,** being a date within ten (10) calendar days from the date of passage of the Ordinance.

I do further certify that publication of the Ordinance was accompanied by a separate publication of notice of (1) the specific number of voters required to sign the petition requesting the question of constructing improvements to the public water supply system, as provided in the Ordinance; (2) the time in which such petition must have been filed; and (3) the date of the prospective referendum.

I do further certify that I did make available and provide to any individual so requesting a petition form, which petition form provided for submission to the electors of the Village of Western Springs the question as set forth therein. Such petition forms were available from me continuously from **October 28, 2024, up to and including November ___, 2024.**

I do further certify that no Petition has been filed in my office within thirty (30) calendar days after publication of the Ordinance or as of the time of the signing hereof, as provided by statute, asking that the question of improving the public water supply system as provided in the Ordinance and the Loan Agreements therefore be submitted to the electors of the Village of Western Springs.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the corporate seal of the Village of Western Springs, Cook County, Illinois, this __day of _____, 2025.

_____
Edward Tymick
Village of Western Springs Clerk
Village of Western Springs, Cook County, Illinois

(SEAL)

DRAFT

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. 24-_____

ORDINANCE AUTHORIZING THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE COMPLETION OF THE REPLACEMENT OF FORTY-TWO (42) RESIDENTIAL LEAD SERVICE LINES WITHIN THE VILLAGE OF WESTERN SPRINGS

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 28th day of April, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 28th day of October, 2024.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this __ day of April, 2025.

_____
Edward Tymick, Village Clerk

SEAL

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 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 Fire Hydrant Sandblasting and Painting - Bid Recommendation

Recommendation

Consider a recommendation to approve the award for the 2025 Fire Hydrant Sandbalsting and Painting Contract to the lowest bidder, Go Painters Inc, for an amount not to exceed $25,875.

Summary

Each year, the Village budget includes funds for the sandblasting and painting of fire hydrants throughout the Village. The purpose of this work is to ensure the hydrants are aesthetically well-maintained and are up to NFPA color requirements. This year, the Village increased the budget to complete all remaining hydrants over the next three years.

On March 6, 2025, the Village issued a Request for Bids (RFB) for Fire Hydrant Sandblasting and Painting. On March 24, 2025, the Village received a total of two (2) bids for the fire hydrant sandblasting and painting contract.

The results for valid bids are attached to this report. The lowest unit-cost responsive bidder is Go Painters at $106.00/hydrant. Go Painters Inc has been performing this work for the Village since 2023.

Financial Impact

Account	4303510 52685
Fund	Water - Contract Restoration
2025 Budget	$25,875
Project Cost	As required

Recommended Motion

I move to recommend to the Village Board the approval of the award for the 2025 Fire Hydrant Sandbalsting and Painting Contract to the lowest bidder, Go Painters Inc, for an amount not to exceed of $25,875.

Strategic Plan Alignment

File Attachments

1. Go Painters Bid
2. 2025 Fire Hydrant Sandblasting & Painting Bid Tab

CONTRACT REQUIREMENTS FOR

2025 Fire Hydrant Sandblasting & painting

March 24, 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 Hydrant Sandblasting and Painting RFB**

Bids will be received until **10:00 AM.** Prevailing Local Time on **March 24, 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 March 6, 2025
cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

Instruction to Bidders

VILLAGE OF WESTERN SPRINGS
DATE: March 6, 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 Fire Hydrant Sandblasting and Painting 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 **March 24, 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 FOURTY 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 contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

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

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

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the 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.

Proposal

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

RE: 2025 Fire Hydrant Sandblasting & Painting 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

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.

03/13/2025
Date

GO PAINTERS INC.
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 Fire Hydrant Sandblasting & Painting 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	Thursday, March 6, 2025
RFB Questions Due	12:00 PM on Monday, March 17, 2025
Bids Due Date	10:00 AM on Monday, March 24
Village Board Selection of Qualified, Responsive Bidder	Monday, April 24, 2025
Begin Contract	May 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.

Unit Price	Number of Hydrants	Unit Extended Price
$ 106.00 (per hydrant)	200 Hydrants	$ 21,200.00

Bid Alternate – Cap Painting

Unit Price

$ 10.00 $116.00 whole hydrant an caps, 2 colors per hydrant.
(per hydrant)

Unit price should include cost of sandblasting, priming, and painting

Please note the Village reserves the right to increase or decrease the number of hydrants to be sandblasted and painted.

Name of Bidder: GO PAINTERS INC.

Address: 500 N. 6th. AVE. MAYWOOD IL. 60153

Telephone No. 773-799-6590 Fax No. _____

Signature: _____

Name and Title: (Please Print) JORGE E. OCEGUERA. PRESIDENT

Date: 03/13/2025

References

Name of Organization: Village of Western Springs IL.

Year of Contract: 2022, 2023 &2024

Contact Name: Chad Roscoe, Diana Puga

Telephone No: (708) 246-1800

Email Address: dpuga@wsprings.com

Name of Organization: VILLAGE OF ORLAND PARK

Year of Contract: 2022, 2023 & 2024

Contact Name: Joshua Burman

Telephone No: 708.334.0230

Email Address: jburman@orlandpark.org

Name of Organization: CITY OF CHICAGO HEIGHTS

Year of Contract: 2020, 2021, 2022, 2023 & 2024

Contact Name: GILBERTO AYALA

Telephone No: 708-200-7860

Email Address: Gayala@chicagoheights.net

Name of Organization: City of McHenry

Year of Contract: 2022, 2023 & 2024

Contact Name: TROY STRANGE

Telephone No: 815-363-2186

Email Address: tstrange@cityofmchenry.org

Name of Organization: VILLAGE OF OSWEGO

Year of Contract: 2023 & 2024

Contact Name: Kerry K. Behr

Telephone No: 630-551-2161

Email Address: kbehr@oswegoil.org

Special Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", ***Fire Hydrant Sandblasting & Painting*** conforming to the terms and conditions set forth herein.

Scope of Work
Sandblasting and painting of Village-owned fire hydrants. The contractor shall provide all labor, equipment, and materials to sandblast, prime, and paint fire hydrants.

Volume/Estimated Quantity
The quantities identified herein are estimates quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

Sandblasting
The contractor shall remove all paint from fire hydrants leaving the entire metal surface of the hydrant exposed via high pressure air blasts using eco-friendly crushed glass media, or approved equal by the Director of Municipal Services, or their designee. Any paint remaining on the hydrant shall be removed using a wire brush. The hydrant caps are to remain on during the blasting process. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Director of Municipal Services, or their designee immediately.

Painting
The Contractor shall paint all hydrants using one (1) coat of Rust Oleum V7400 Universal Metal Primer (off-white) or approved equivalence, if approved by the Director of Municipal Services or their designee, pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply one (1) finish coat of Rust Oleum V7400 Safety Yellow or approved equivalence, pursuant to the manufacturer's specification for complete coverage.

Paint and primer shall be applied evenly to prevent drips. If paint or primer is applied using a spray method, the CONTRACTOR shall not spray hydrants on days when wind exceeds twenty (20) M.P.H., unless a protective enclosure is used.

The CONTRACTOR shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet

damp surfaces and shall not be applied in the rain, snow, fog or mist or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or topcoat of paint, the contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat and topcoat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Municipality before use.

Scheduling of Work

The contractor shall schedule all work with the Municipal Services Director or his/her designee. The sandblasting and painting of most fire hydrants will be done during regular business hours, 7 am to 3 pm. All hydrants identified by the Municipality shall be sandblasted and painted within 60 (sixty) days of NOTICE TO PROCEED.

Site Preparation and Protection

The contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Municipality will allow contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles.

If necessary, the Municipality will allow the contractor to barricade spaces in public areas to ensure access to the hydrant for the contractor and minimize or eliminate any potential damage to vehicles.

Site Clean-Up

The contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the contractor shall be repaired by the contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Damage to Private Property
The contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Municipal Services Department on the day of occurrence. Any damages shall be repaired at the contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Municipality).

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

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.

Safety Data Sheets (SDS)
The contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty
The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice by each Municipality. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by a Municipality that the workmanship is not sufficient to the Municipality's standards, the Contractor shall return and repair to the satisfaction of the Municipality at no additional cost to the Municipality.

Each Municipality shall be the sole determiner of what constitutes satisfactory workmanship for their Municipality.

Workzone Safety and Property Protection
The contractor shall be responsible for all work zone safety including proper traffic control when necessary. The contractor shall also be responsible for ensuring private property is not damaged while performing the work.

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
   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.

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

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

Responsibility for 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 side; 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: 03/13/2025 Attest_____

Contractor's Certification Regarding Non-Payment of Compensation

JORGE E. OCEGUER AS GO PAINTERS PRESIDENT 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: 03/13/2024

ATTEST:

EDGAR FIGUEROA. SECRETARY

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 Fire Hydrant Sandblasting and Painting RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated March 6, 2025 and as agreed to in the Contractor's Proposal dated March 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 Fire Hydrant Sandblasting and Painting RFB a total dollar amount not to exceed XXXXXXX THOUSAND AND NO/100 DOLLARS ($XXXXXXXX) in accordance with the Contractor's Proposal dated **March 24, 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 **March 6, 2025.**

B. Instructions to Bidders dated **March 6, 2025.**

C. Contractor's Proposal dated **March 24, 2025.**

D. Contractor's bid bond submitted by _____ in the amount of $_____ dated **March 24, 2025.**

E. General Specifications and all additional provisions **March 24, 2025.**

F. Contractor's Drug Free Workplace Certification dated **March 24, 2025.**

G. Contractor's Certification Regarding Non-Payment of Compensation dated **March 24, 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, JORGE E. OCEGUERA, having being first

duly sworn, depose and state that I am the

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

and the authorized agent of GO PAINTERS INC., 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 2025 Hydrant Sandblasting and Painting RFBProject 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: _____
Name: Jorge Oceguera President
Title: Authorized Agent of Contractor

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

Yadira Sosa
Notary Public

Notary Public

OFFICIAL SEAL
YADIRA SOSA SOSA
Notary Public, State of Illinois
Commission No. 1000488
My Commission Expires
November 25, 2028

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)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
_____	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

2025 HYDRANT SANDBLASTING AND PAINTING RFB

Addendum 1 – March 20, 2025

1. For the bid bond or certified check, since it is required to include our check with the bid, and if our bid is not selected, will that certified check be returned to us?
   Typically, any checks submitted as part of the bid will be returned to the bidder within one to two weeks of the bid being awarded, if they are not the chosen contractor.

2. When the bids are publicly opened, is there a way to attend the reading of each bid by Zoom?
   Unfortunately, we do not offer a hybrid model for our openings. Bid tabs are created if we have more than one bidder and can be shared after being presented at a public meeting with the Board.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid Bond

CONTRACTOR:
(Name, legal status and address)

GO Painters, Inc.
500 N 6th Avenue
Maywood, IL 60153

SURETY: Philadelphia Indemnity Insurance Company: Pennsylvania Corporation
(Name, legal status and principal place of business)

One Bala Plaza
Suite 100
Bala Cynwyd, PA 19004-1403

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.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: Ten Precent (10%) of the Bid Amount

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

2025 Fire Hydrant Sandblasting & Painting

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 24th day of March, 2025.

GO Painters, Inc.
(Principal) *(Seal)*
President
(Title)

(Witness)

Philadelphia Indemnity Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) John D. Weisbrot, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE, STEVEN M. VARGA OR NANCY NIGRO of Risk Strategies dba JW Bond Consultants, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of March, 2025.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

Admitted Assets	As of December 31, 2023	2022
Bonds (fair value $8,720,743 and $7,902,637)	$ 9,263,769	$ 8,709,823
Preferred stocks (fair value $8,060 and $14,560)	8,060	14,560
Common stocks (cost $18,727 and $24,136)	21,946	28,395
Mortgage loans	1,060,940	1,074,734
Real estate	21,033	21,779
Other invested assets (cost $201,673 and $212,500)	226,716	234,138
Receivables for securities sold	4,072	476
Cash, cash equivalents and short-term investments	147,539	95,212
Cash and invested assets	10,754,075	10,179,117
Premiums receivable, agents' balances and other receivables	1,108,771	955,218
Reinsurance recoverable on paid loss and loss adjustment expenses	57,589	64,607
Accrued investment income	93,350	88,001
Receivable from affiliates	7,123	4,406
Federal income taxes receivable	-	21,231
Net deferred tax assets	162,612	150,526
Other assets	11,103	11,196
Total admitted assets	$ 12,194,623	$ 11,474,302

Liabilities and Capital and Surplus		
Liabilities:		
Unpaid loss and loss adjustment expenses	$ 5,797,285	$ 5,680,508
Unearned premiums	1,887,004	1,766,050
Reinsurance payable on paid loss and loss adjustment expenses	35,204	39,160
Federal income taxes payable	2,352	-
Ceded reinsurance premiums payable	152,393	119,157
Commissions payable, contingent commissions and other similar charges	298,124	247,996
Funds held	96,542	82,555
Payable to affiliates	20,862	21,337
Provision for reinsurance	295	678
Payable for securities purchased	12,957	42,426
Accrued expenses and other liabilities	62,438	58,292
Total liabilities	8,365,456	8,058,159
Capital:		
Common stock, par value of $10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
Surplus:		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	3,438,596	3,025,572
Total surplus	3,824,667	3,411,643
Total capital and surplus	3,829,167	3,416,143
Total liabilities and capital and surplus	$ 12,194,623	$ 11,474,302

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2024
Commission number 1245769
Member, Pennsylvania Association of Notaries

Attest:

DocuSigned by:
Karen Gilmer-Pauciello
Karen Gilmer-Pauciello, EVP & CFO

Sworn to before me this 5th day of June 2024.

Kimberly Kessleski, Notary

	Go Painters		Absolute Mobile Surface Prep Inc	
Number of Hydrants	*Unit Price*	*Unit Extended Price*	*Unit Price*	*Unit Extended Price*
200	$ 106.00	$ 21,200.00	$ 130.00	$ 26,000.00

Bid Alternate – Cap Painting		
Unit Price (Per Hydrant)	*Go Painters*	*Absolute*
	$ 116.00	$ 130.00

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.7.

To: Public Works and Water Committee
From: Ronald Derengowski, Water Plant Superintendent
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services
RE: Vendor Contract with Water Resources, Inc. for Water Meter Installation

Recommendation

Consider a recommendation to approve the contract with Water Resources, Inc. for the installation of approximately 90 water meters and the purchase of water meters and accessories for redevelopment and new developments not to exceed the budgeted amount of $50,000.

Summary

Water Resources, Inc. had its original contract expire at the end of 2024 for the installation of water meters throughout the Village. Water Resources, Inc. completed 97.2% of the water meters that were identified for upgrading in that contract. There are approximately 90 water meters that still remain to be upgraded to the new system. Almost half of those meters had issues with shutting off water at the curb stop or internal plumbing which, at the time of the appointment, could not be completed.

Attached to this agenda item is the signed contract from Water Resources, Inc. to provide services and materials to the Village of Western Springs. All the meters that remain to be installed are not subject to a 8% surcharge. Any new meters purchased for new development or remodeling may be subject to an 8% surcharge depending on the tariffs imposed. Water Resources, Inc. is the authorized distributor of Neptune products in our territory. All the technicians have been screened with background checks by the police department.

Staff recommends to waive the bid process for the acceptance and approval of a contract with Water Resources, Inc. for the purchase of water meters and their accessories, and completion and installation of the remaining 90 water meters from the original contract not to exceed the budgeted amount of $50,000.

Financial Impact

Water meter and accessory purchases and installation of water meters not to exceed the approved budgeted amount of $50,000.

Recommended Motion

I move to recommend to the Village Board the approval of a bid waiver and contract with Water Resources, Inc. for the purchase of water meters and accessories and services not to exceed $50,000.

Strategic Plan Alignment

File Attachments

1. Water Resources Signed Contract
2. Western Springs COI 11.24-11.25
3. Western Springs Q2 2025 pricelist
4. After Project Price Schedule 1.31.25
5. Neptune Tariff Surcharge Letter

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 **Water Resources, Inc.** (the "Vendor"), and is dated as of **March 20, 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 Manager

Date: _____, 202___.

ATTEST:

By: _____

Name: _____

Village Clerk

Date: _____, 202__.

VENDOR: Water Resources Inc.

By: Michael A. Pedone

Name: Michael A. Pedone

Authorized Corporate Officer

Date: March 31, 2025.

NOTARY PUBLIC

By: G. Gattuso

Date: March 31, 2025.

SEAL / STAMP

OFFICIAL SEAL
G GATTUSO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 8/25/26

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 will 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:	If to Vendor:
Village Manager Village of Western Springs 740 Hillgrove Avenue Western Springs, Illinois 60558	President/Authorized Corporate Officer Water Resources Incorporated 390 Sadler Avenue Elgin, Illinois 60120

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

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **Michael D. Pedone**, **Vice-President or Authorized Corporate Officer of Water Resources Incorporated**, [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 31 day of march, 2025.

Commission expires August 25, 2026.

OFFICIAL SEAL
G GATTUSO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 8/25/26

Notary Public

WATERES-01 GAYDO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2024

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

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

PRODUCER
Arachas Group LLC
852 W. Bartlett Road
Bartlett, IL 60103

CONTACT NAME:
PHONE (A/C, No, Ext): (630) 289-4410 FAX (A/C, No): (630) 289-7726
E-MAIL ADDRESS: certificates@arachasgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EMC Insurance Companies	25186
INSURER B : Argonaut Insurance Company	19801
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Water Resources Inc.
390 Sadler Avenue
Elgin, IL 60120-8038

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6D13785	11/26/2024	11/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6E13785	11/26/2024	11/26/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $			6J13785	11/26/2024	11/26/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6H13785	11/26/2024	11/26/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab.			B0621PWATE007324	9/14/2024	9/14/2025	Agg/Each Occ	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Owners Contractors Protective policy number 6D5133224 effective 01/01/2023-01/01/2024. $2,000,000 aggregate & $1,000,000 Occurrence.

CERTIFICATE HOLDER

Village of Western Springs
740 Hillgrove
Western Springs, IL 60558

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Water Resources Q2 2025 Price List
Village of Western Springs

Meters		
¾”	S.L. Mach 10 Gallons Meter (pit set only)	$220.00
1”	Mach 10 Gallons Meter (pit set only)	$276.50
1 ½”	Mach 10 Gallons Meter (pit set only)	$680.00
2”	Mach 10 Gallons Meter (pit set only)	$725.00
3” x 17”	Mach10 Meter Gallons (Pit Set)	$2,725.00
4” x 20”	Mach10 Meter Gallons (Pit Set)	$3,550.00

Accessories	
¾” Connections (per pair)(includes gasket)(Lead Free)	$43.50
1” Connections (per pair)(includes gasket)(Lead Free)	$57.50
1 ½” Brass flange kit (Lead Free)	$205.00
2” Brass flange kit (Lead Free)	$215.00
3” Flange kit (Cast Iron)	$425.00
4” Flange kit (Cast Iron)	$510.00
Rolls of Meter Wire (3con.22gauge)(1000Ft/Roll)	$205.00
R900 RF MIU’s (V4-wall version)	$88.75
This pricing is valid for 90 days through 6/30/25	

Quantity		Meter Installation Labor
1		5/8" to 3/4" Install with New Couplings & R900 MIU
1		3/4" Meter Install with R900 MIU
1		1" Meter Install with R900 MIU
1		1 1/2" Meter Install with R900 MIU
1		2" Meter Install with R900 MIU
1		3" Meter Install with R900 MIU
1		4" Meter Install with R900 MIU

	Cost	Extended Cost
	$190.00	$190.00
	$165.00	$165.00
	$165.00	$165.00
	$245.00	$245.00
	$285.00	$285.00
	$440.00	$440.00
	$555.00	$555.00

March 7, 2025

Dear Valued Neptune Customers,

At Neptune, we are committed to providing you with the highest quality products while maintaining fair and competitive pricing. Due to recent tariff increases, including a 25% tariff on materials from Mexico, we are experiencing substantial cost increases on certain materials essential to our production.

While the majority of our manufacturing takes place in the United States, we do rely on specific labor and materials from Mexico and China that are now subject to these tariffs. We have worked diligently to absorb as much of the increase as possible through operational efficiencies and cost controls. Unfortunately, despite our best efforts, we must implement a tariff-related surcharge on impacted materials.

What You Need to Know:

Effective Date: All invoices processed beginning April 2, 2025 will incur a surcharge, regardless of the order date.

Surcharge: 8% surcharge applies to all orders, for hardware products (meters, radios, data collectors, parts, etc), based on the current U.S. tariff rate of 25%. If tariff rates change, Neptune will adjust accordingly (e.g., a 12.5% tariff would result in a 4% surcharge).

Note: the 8% surcharge does not apply to Neptune 360 SaaS subscriptions or any professional services.

** Any orders for residential 5/8" T-10 or 5/8 thru 1" MACH 10 meters received by March 17, 2025, with shipping dates prior to April 2, 2025 will not be subject to this surcharge.*

Duration: We will continue to monitor trade developments and adjust accordingly if conditions improve.

We understand that pricing stability is critical to your business, and we want to assure you that this surcharge is a direct response to external factors beyond our control. We remain committed to exploring alternative sourcing options, negotiating with suppliers, and improving efficiencies to minimize long-term impacts.

We appreciate your partnership and support during this challenging time. If you have any questions or would like to discuss how this may affect your orders, please do not hesitate to contact your local Neptune representative.

Thank you for your continued trust in Neptune Technology Group.

Best regards,

Jeff Olsen
Director of US - International Sales
Neptune Technology Group

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.8.

To: Public Works and Water Committee
From: Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager
RE: Engineering Proposal - Well #3 & #4 Assessment and Well #1 Abandonment and Maintenance Study

Recommendation

Consider a recommendation to approve the "Water Well Maintenance Assessment" proposal from Baxter & Woodman Consulting Engineers for an amount not to exceed $10,000.

Summary

Attached for the Committee's review is a proposal from Baxter & Woodman Engineers to complete a maintenance and condition assessment of its primary wells and to complete an assessment on Well #1 to determine if it should be abandoned. The Village typically completes maintenance on its deep wells every 8–10 years, with the maintenance on Wells #3 & #4 completed last between 2015-2020. Well #3 is overdue for significant electrical upgrades and those items should be considered during the next maintenance cycle for the well.

Well #1 is currently the Village's only shallow well and cannot be brought into the water treatment plant for treatment purposes, as it does not provide the necessary volume to go through the reverse osmosis system. Over the past 24–36 months, the Village has seen a decrease in the output of the well and a determination will need to be made if the scheduled maintenance on the well should be completed or if the well should be abandoned.

The proposal will complete an assessment on the existing primary deep wells and provide cost estimates for abandonment vs rehabilitation of well #1. The proposal from Baxter & Woodman is not to exceed $10,000.

Financial Impact

Account	4302510 50331
Fund	Water
2025 Budget	$20,000
Project Cost	Not to Exceed $10,000

Recommended Motion

I move to recommend to the Village Board the approval of the "Water Well Maintenance

Assessment" proposal from Baxter & Woodman Consulting Engineers for an amount not to exceed $10,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2500339.00_Proposal_WaterWellMaintenanceAssessment

March 20, 2025

Mr. Matthew Supert
Director of Municipal Services
Village of Western Springs
740 Hillgrove Drive
Western Springs, Illinois 60558

Subject: Village of Western Springs- Water Well Maintenance Assessment

Dear Mr. Supert:

The Village would like maintenance recommendations and a discussion on the future of Well No. 1; specifically, if it makes sense to abandon Well No. 1 or rehabilitate it for emergency purposes. The Village also requests a record of typical well maintenance activities and costs for its other three wells.

Baxter & Woodman, Inc. is pleased to submit the following proposal to review Village-provided background information and prepare a brief technical memorandum with recommendations. Baxter & Woodman will include some time for reviewing a separate ongoing emergency interconnect evaluation and WTP Capital Plan that is being developed by Carollo Engineers to confirm Well No. 1 recommendations do not conflict with the conclusions of either study. This proposal outlines our scope of services and engineering fee.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

   1.1. PROJECT MANAGEMENT
   - A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
   - B. Coordinate with Village and project team to ensure the goals of the project are achieved.
   - C. Prepare and submit monthly invoices and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

   1.2. PROJECT MEETINGS
   - A. The following meetings are anticipated for this project:
     1. Meetings with Village (2 total, virtual)
     2. Meetings with Carollo Engineers (1 total, virtual)

1.3. COLLECT EXISTING DATA

A. Obtain, review, and evaluate the following information provided by the Village for use in design:

1. Well as-builts
2. Well maintenance reports and budgetary costs from Water Well Solutions
3. Environmental studies
4. Operating reports
5. HR Green Water System Analysis Report for existing and projected demands
6. Carollo Engineers WTP Capital Plan, once complete
7. Baxter & Woodman Emergency Interconnect SOP, once complete

2. ENGINEERING ANALYSIS

2.1. EXISTING CONDITIONS ASSESSMENT - Identify condition of Wells 1, 3, 4 and 5 using existing as-builts, maintenance records, and sampling results provided by Village. No field testing shall be completed as part of this project.

2.2. ALTERNATIVES ANALYSIS

A. Identify design criteria for Well 1 abandonment.

B. Prepare preliminary cost estimates for abandonment and compare against rehabilitation of Well 1 using existing rehabilitation quote from Water Well Solutions.

2.3. TECHNICAL MEMORANDUM - Prepare a brief summary report describing the existing system, analyses performed, alternatives considered, typical well maintenance, conclusions, and recommendations.

Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, not to exceed $10,000.

This proposal is valid for 90 days from the date issued.

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact me at 815-444-3230 or cgrieves@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Carolyn A. Grieves

Carolyn A. Grieves, PE
Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

\\corp.baxwood.com\project\Azure\WSPRV\2500339-Well Analysis and Study\Contract\Work\2500339.00_Proposal_WaterWellMaintenanceAssessment.docx

BAXTER & WOODMAN Consulting Engineers

Standard Terms and Conditions

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	$10 million per claim and aggregate
General Liability:	$1 million per claim	Professional Liability:	$5 million per claim
	$2 million aggregate		$10 million aggregate
Automobile Liability:	$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.9.

To: Public Works and Water Committee
From: Ubaldo Rodriguez
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, Chris Breakey, Superintendent of Public Works
RE: Ziebell Fire Hydrant Purchase

Recommendation

Consider a recommendation to approve the purchase of an additional 15 Mueller fire hydrants for $80,925.00 from Ziebell Water Service Products, Inc.

Summary

The Village water distribution system, including fire hydrants, requires replacing aging hydrants to ensure proper fire protection throughout the entire community. The hydrants currently on our 2025 replacement list are hydrants which can no longer be repaired and are difficult to operate. Staff requested quotes for the purchase of 15 hydrants (the number of hydrants expected to be replaced in 2025) from Ziebell and Core & Main. The Village is limited to these two vendors, as they are the only vendors able to supply Mueller hydrants and the pricing of each vendor is the same, set by the manufacturer. Village staff is presenting the quotation from Ziebell.

Mueller has been the supplier of hydrants for the Village to maintain consistency and staff have been installing Mueller hydrants in-house for many years.

Reasons Mueller hydrants are preferred:

1. **Quality and Reliability**: Mueller hydrants are known for their durability and performance under pressure, making them an ideal choice for our needs. Furthermore, unlike many other hydrants, all parts can be replaced without removing the hydrant from the ground.

2. **Compatibility**: These hydrants are compatible with our existing water distribution system, which will streamline the installation process.

3. **Cost-Effective**: Ziebell's pricing for the 15 units is competitive compared to other suppliers. Additionally, the long-term savings from the durability and reduced maintenance requirements of Mueller hydrants make this purchase a smart

investment.

4. **Compliance with Regulations**: The Mueller hydrants meet all local, state, and federal standards for fire hydrant performance, ensuring compliance and safety.

After reviewing the two quotes, staff recommends purchasing 15 Mueller hydrants from Ziebell. Ziebell Water Services Products has been the Village's supplier for water distribution parts and equipment for more than twenty years and is a trusted supplier known for their quality and reliable products.

Financial Impact

The Village has allocated $35,000 for fire hydrant replacements in 2025. The purchase of 15 Mueller hydrants from Ziebell totals $80,925, resulting in a shortfall of $45,925. To cover this deficit, funds will be reallocated by reducing the Water Main Lining line item by $45,925. There is no budget amendment needed.

Account	4303510 62020
Fund	Water - Water System
2025 Budget	$35,0000
Project Cost	As required

Recommended Motion

I move to recommend to the Village Board the approval of the purchase of an additional 15 Mueller fire hydrants for $80,925.00 from Ziebell Water Service Products, Inc.

Strategic Plan Alignment

File Attachments

1. Ziebell Hydrant Quote

ZIEBELL WATER SERVICE PRODUCTS,INC.

Quote

1405 W. FULLERTON AVE
ADDISON, IL.60101
Phone:847-364-0670
Fax:847-364-4789

SUPPLIERS IN THE WATER WORKS INDUSTRY FOR OVER 60 YEARS

Date: Apr 1, 2025
Engineer:
Phone:
Due Date:

To: UBALDO RODRIQUEZ
VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVE
WESTERN SPRINGS IL 60558
Phone: 708.246.1800 Ext. 209
Email: URODRIGUEZ@wsprings.com

Job Name: MUELLER FIRE HYDRANT W/HYMAX VALVE ATTACHED.

Salesman: ARIS HALIKIAS Payment terms: Net 30 Days

Qty	Description	Unit Price	Line Total
15.00	6'0"A423 3WAY W/6 HYMAX VALVE ATTACHED	$5,395.00	$80,925.00
	FACTORY YELLOW PAINT		
	CURRENT LEAD TIME IS 5-6 WEEKS		

Freight Terms: INC

Quote Prepared by: ARIS HALIKIAS

Quote Valid for: 20 DAYS Shipment Within:

Subtotal	$80,925.00
Sales Tax	
Total	**$80,925.00**

Thank you for your business!

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.10.

To: Public Works and Water Committee
From: Inga Cebelis, Staff Engineer
CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services
RE: Forest Hills Sidewalk Improvements - East side of Grand Avenue from 51st Street to 55th Street - Contract Award to Davis Concrete Construction Company

Recommendation

Consider a recommendation to award the base bid and alternate bid for the Forest Hills Sidewalk Project to the lowest responsive bidder, Davis Concrete Construction Company, in the amount of $195,909.00.

Summary

Included in the Village's Fiscal Year 2025 budget is funding for the installation of missing sidewalks on the east side of Grant Ave, between 51st Street and 55th Street. In 2024, the Village was awarded a grant from Cook County through the 2023 American Rescue Plan Act - State and Local Fiscal Recovery Fund (Invest In Cook Expansion Program) to support the project. The project includes the base bid for sidewalk installation and an alternate bid for the concrete pavement replacement at the intersection of Grand Avenue and 53rd Street.

The project plans and specifications were prepared by V3 Companies ("V3"). The project bid notice was posted in the Chicago Sun-Times and on the Village website on March 19, 2025. A total of 14 firms purchased bidding documents. Bids were received by April 2, 2025, at 10 a.m. Five bids were received. A summary of the bids is provided below:

As Calculated Summary of Bids

Contractor Firm Name	*Base Bid*	*Alternate Bid*	*Total Base + Alternate*
Davis Concrete Construction Company	$133,302.50	$62,606.50	$195,909.00
Nardulli Construction Company	$151,683.00	$71,072.00	$222,755.00
Alliance Contractors, Inc.	$196,263.40	$94,012.50	$290,275.90
Landmark Contractors, Inc.	$220,219.90	$89,331.70	$309,551.60
Martam Construction, Inc.	$283,639.50	$143,419.50	$427,059.00

V3 reviewed the bids and found the lowest responsive bid was received from Davis Concrete Construction Company. A memo and bid tabulation prepared by V3 is included in the agenda packet.

Financial Impact

In 2024, the Village was awarded a $190,000 grant from the 2023 American Rescue Plan Act - State and Local Fiscal Recovery Fund (Cook County Invest In Cook Expansion Program) to support the project. The Village budgeted $259,600 in Account Number 4102310-53010 for the project. The Village will need to pay for the work and then seek reimbursement from Cook County for the grant funds. The Village is responsible for construction costs that exceed the $190,000 grant. The base bid + alternate bid total of $195,909.00 is under the budgeted amount.

Account	4102310-53010
Fund	General Fund/ROW Maintenance
2025 Budget	$259,600
Grant Award	$190,000
Project Cost	$195,909

Recommended Motion

I move to recommend to the Village Board the approval of the award of a contract for the base bid and alternate bid for the Forest Hills Sidewalk Project to the lowest responsive bidder, Davis Concrete Construction Company, in the amount of $195,909.00.

Strategic Plan Alignment

The project aligns with the infrastructure improvements goal that is included in the Village's strategic plan.

File Attachments

1. FH Sidewalk Project - Award Recommendation Letter - 2024 0402
2. Bid Tabulation - Forest Hill Sidewalk Project

April 2, 2025

Mr. Jeff Koza, P.E., CFM
Director of Engineering Services / Village Engineer
Village of Western Springs
740 Hillgrove, Western Springs, IL, 60558

RE: Forest Hills Sidewalk Project | Contract Award Recommendation

Dear Mr. Koza:

We have evaluated the bids received and read aloud on April, 2, 2025 for the Forest Hills Sidewalk Project. The restoration work includes, but is not limited to, tree protection, PCC sidewalk and driveways, curb and gutter replacement, and landscape restoration. The project also includes an alternate bid consisting of Intersection Pavement reconstruction and curb and gutter replacement.

Bids were received from the following contractors:

- Alliance Contractors, Inc.
- Nardulli Construction Company, Inc.
- Landmark Contractors, Inc.
- Martam Construction, Inc.
- Davis Concrete Construction Company

The engineer's estimate was $191,110.50 Base Bid and $74,469.50 Alternate Bid for an Overall Bid total of $265,580.00. The apparent low bid was submitted by Davis Concrete Construction Company in the amount of $133,302.50 Base Bid and $62,606.50 Alternate Bid for an Overall Bid total of $195,909.00. Davis Concrete Construction Company's bid was reviewed and no arithmetic errors were found.

We recommend the award of both the Base Bid and Alternate Bid work contract for construction of the Forest Hills Sidewalk Project to Davis Concrete Construction Company of Monee, IL in the amount of $195,909.00. If you have any questions or require further information, please contact Logan at 630.809.5581 or by email at lyanisch@v3co.com.

Sincerely,
V3 Companies of Illinois, Ltd.

Kurt Corrigan, P.E.
Vice President of Municipal Services

Bid Tabulation
Village of Western Springs
Forest Hills Sidewalk Project

Bid Date: Wednesday, April 2, 2025 @10AM

Submittal Items	Engineers Estimate	Davis Concrete Construction Co.	Nardulli Construction Company, Inc.	Alliance Contractors Inc.	Landmark Contractors, Inc.	Martam Construction, Inc.
Completed and Signed Bid Form	---	Yes	Yes	Yes	Yes	Yes
Required Bid Bond	---	Yes	Yes	Yes	Yes	Yes
Signed Contractor's Drug-Free Workplace Certification	---	Yes	Yes	---	Yes	Yes
Signed Contractor's Certification Regarding Non-Payment of Compensation	---	Yes	Yes	---	Yes	Yes

BASE BID

Item No.	Description	Approximate Quantity	Units	Engineers Estimate Unit Price	Engineers Estimate Total Cost	Davis Concrete Construction Co. Unit Price	Davis Concrete Construction Co. Total Cost	Nardulli Construction Company, Inc. Unit Price	Nardulli Construction Company, Inc. Total Cost	Alliance Contractors Inc. Unit Price	Alliance Contractors Inc. Total Cost	Landmark Contractors, Inc. Unit Price	Landmark Contractors, Inc. Total Cost	Martam Construction, Inc. Unit Price	Martam Construction, Inc. Total Cost
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	10	UNIT	$ 125.00	$ 1,250.00	$ 95.00	$ 950.00	$ 30.00	$ 300.00	$ 95.00	$ 950.00	$ 30.00	$ 300.00	$ 126.00	$ 1,260.00
2	TEMPORARY FENCE	960	FOOT	$ 22.50	$ 21,600.00	$ 1.00	$ 960.00	$ 10.55	$ 10,128.00	$ 5.25	$ 5,040.00	$ 5.25	$ 5,040.00	$ 8.00	$ 7,680.00
3	TREE ROOT PRUNING	20	EACH	$ 200.00	$ 4,000.00	$ 5.00	$ 100.00	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	$ 100.00	$ 2,000.00	$ 250.00	$ 5,000.00
4	TREE PRUNING (1 TO 10 INCH DIAMETER)	12	EACH	$ 100.00	$ 1,200.00	$ 5.00	$ 60.00	$ 50.00	$ 600.00	$ 85.00	$ 1,020.00	$ 50.00	$ 600.00	$ 180.00	$ 2,160.00
5	TREE PRUNING (OVER 10 INCH DIAMETER)	8	EACH	$ 150.00	$ 1,200.00	$ 5.00	$ 40.00	$ 100.00	$ 800.00	$ 195.00	$ 1,560.00	$ 100.00	$ 800.00	$ 260.00	$ 2,080.00
6	EARTH EXCAVATION	130	CU YD	$ 55.00	$ 7,150.00	$ 20.00	$ 2,600.00	$ 45.00	$ 5,850.00	$ 10.00	$ 1,300.00	$ 91.00	$ 11,830.00	$ 88.00	$ 11,440.00
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	230	CU YD	$ 55.00	$ 12,650.00	$ 20.00	$ 4,600.00	$ 25.00	$ 5,750.00	$ 10.00	$ 2,300.00	$ 139.35	$ 32,050.50	$ 77.00	$ 17,710.00
8	TOPSOIL FURNISH AND PLACE, 4"	727	SQ YD	$ 10.00	$ 7,270.00	$ 1.00	$ 727.00	$ 8.00	$ 5,816.00	$ 11.00	$ 7,997.00	$ 11.00	$ 7,997.00	$ 14.00	$ 10,178.00
9	EXPLORATION TRENCH 48" DEPTH	60	FOOT	$ 75.00	$ 4,500.00	$ 10.00	$ 600.00	$ 25.00	$ 1,500.00	$ 1.00	$ 60.00	$ 54.30	$ 3,258.00	$ 88.00	$ 5,280.00
10	NITROGEN FERTILIZER NUTRIENT	23	POUND	$ 3.00	$ 69.00	$ 1.00	$ 23.00	$ 10.00	$ 230.00	$ 3.00	$ 69.00	$ 3.00	$ 69.00	$ 3.00	$ 69.00
11	POTASSIUM FERTILIZER NUTRIENT	23	POUND	$ 3.00	$ 69.00	$ 1.00	$ 23.00	$ 10.00	$ 230.00	$ 3.00	$ 69.00	$ 3.00	$ 69.00	$ 3.00	$ 69.00
12	SODDING	727	SQ YD	$ 18.00	$ 13,086.00	$ 16.00	$ 11,632.00	$ 10.00	$ 7,270.00	$ 20.00	$ 14,540.00	$ 20.00	$ 14,540.00	$ 26.00	$ 18,902.00
13	SUPPLEMENTAL WATERING	10	UNIT	$ 35.00	$ 350.00	$ 1.00	$ 10.00	$ 50.00	$ 500.00	$ 25.00	$ 250.00	$ 25.00	$ 250.00	$ 25.00	$ 250.00
14	TEMPORARY EROSION CONTROL SEEDING	30	POUND	$ 5.00	$ 150.00	$ 10.00	$ 300.00	$ 15.00	$ 450.00	$ 10.00	$ 300.00	$ 10.00	$ 300.00	$ 12.00	$ 360.00
15	INLET FILTERS	5.0	EACH	$ 175.00	$ 875.00	$ 10.00	$ 50.00	$ 120.00	$ 600.00	$ 25.00	$ 125.00	$ 352.00	$ 1,760.00	$ 350.00	$ 1,750.00
16	TEMPORARY EROSION CONTROL BLANKET	727	SQ YD	$ 2.50	$ 1,817.50	$ 3.00	$ 2,181.00	$ 3.00	$ 2,181.00	$ 2.00	$ 1,454.00	$ 2.00	$ 1,454.00	$ 2.50	$ 1,817.50
17	AGGREGATE BASE COURSE, TYPE B	10	CU YD	$ 65.00	$ 650.00	$ 65.00	$ 650.00	$ 50.00	$ 500.00	$ 68.50	$ 685.00	$ 165.80	$ 1,658.00	$ 78.00	$ 780.00
18	AGGREGATE BASE COURSE, TYPE B 4"	764	SQ YD	$ 10.00	$ 7,640.00	$ 6.00	$ 4,584.00	$ 7.00	$ 5,348.00	$ 6.00	$ 4,584.00	$ 21.35	$ 16,311.40	$ 10.00	$ 7,640.00
19	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	210	SQ YD	$ 110.00	$ 23,100.00	$ 92.00	$ 19,320.00	$ 90.00	$ 18,900.00	$ 169.60	$ 35,616.00	$ 120.60	$ 25,326.00	$ 188.00	$ 39,480.00
20	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	4,350	SQ FT	$ 9.50	$ 41,325.00	$ 9.75	$ 42,412.50	$ 9.45	$ 41,107.50	$ 15.70	$ 68,295.00	$ 12.25	$ 53,287.50	$ 16.00	$ 69,600.00
21	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	548	SQ FT	$ 10.50	$ 5,754.00	$ 10.25	$ 5,617.00	$ 10.00	$ 5,480.00	$ 18.80	$ 10,302.40	$ 13.85	$ 7,589.80	$ 17.00	$ 9,316.00
22	DETECTABLE WARNINGS	50	SQ FT	$ 40.00	$ 2,000.00	$ 24.00	$ 1,200.00	$ 35.00	$ 1,750.00	$ 40.00	$ 2,000.00	$ 42.20	$ 2,110.00	$ 53.00	$ 2,650.00
23	DRIVEWAY PAVEMENT REMOVAL	264	SQ YD	$ 20.00	$ 5,280.00	$ 21.00	$ 5,544.00	$ 15.00	$ 3,960.00	$ 20.00	$ 5,280.00	$ 21.15	$ 5,583.60	$ 26.00	$ 6,864.00
24	COMBINATION CURB AND GUTTER REMOVAL	58	FOOT	$ 20.00	$ 1,160.00	$ 12.00	$ 696.00	$ 10.00	$ 580.00	$ 15.00	$ 870.00	$ 24.65	$ 1,429.70	$ 18.00	$ 1,044.00
25	SIDEWALK REMOVAL	211	SQ FT	$ 5.00	$ 1,055.00	$ 3.00	$ 633.00	$ 2.50	$ 527.50	$ 2.00	$ 422.00	$ 4.90	$ 1,033.90	$ 6.00	$ 1,266.00
26	FRAMES AND LIDS TO BE AJDUSTED	1	EACH	$ 250.00	$ 250.00	$ 350.00	$ 350.00	$ 450.00	$ 450.00	$ 1,325.00	$ 1,325.00	$ 581.50	$ 581.50	$ 820.00	$ 820.00
27	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	58	FOOT	$ 45.00	$ 2,610.00	$ 34.00	$ 1,972.00	$ 45.00	$ 2,610.00	$ 75.00	$ 4,350.00	$ 98.00	$ 5,684.00	$ 88.00	$ 5,104.00
28	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 7"	9	SQ YD	$ 150.00	$ 1,350.00	$ 92.00	$ 828.00	$ 110.00	$ 990.00	$ 400.00	$ 3,600.00	$ 294.00	$ 2,646.00	$ 168.00	$ 1,512.00
29	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	$ 8,000.00	$ 8,000.00	$ 19,200.00	$ 19,200.00	$ 16,500.00	$ 16,500.00	$ 6,850.00	$ 6,850.00	$ 5,000.00	$ 5,000.00	$ 38,000.00	$ 38,000.00
30	CONSTRUCTION LAYOUT	1	L SUM	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00	$ 3,850.00	$ 3,850.00	$ 3,750.00	$ 3,750.00	$ 3,750.00	$ 3,750.00	$ 6,000.00	$ 6,000.00
31	PRE-CONSTRUCTION VIDEO RECORDING	1	L SUM	$ 750.00	$ 750.00	$ 50.00	$ 50.00	$ 525.00	$ 525.00	$ 1,000.00	$ 1,000.00	$ 475.00	$ 475.00	$ 1,500.00	$ 1,500.00
32	TREE, 2" CALIPER, BALLED AND BURLAPPED	1	EACH	$ 850.00	$ 850.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 800.00	$ 800.00	$ 800.00	$ 800.00	$ 1,100.00	$ 1,100.00
33	PAVEMENT PATCHES (SPECIAL), TYPE I, 8 INCH	10	SQ YD	$ 250.00	$ 2,500.00	$ 99.00	$ 990.00	$ 200.00	$ 2,000.00	$ 450.00	$ 4,500.00	$ 255.00	$ 2,550.00	$ 311.00	$ 3,110.00
34	REMOVE AND RESET BRICK DRIVEWAY PAVERS	56	SQ FT	$ 100.00	$ 5,600.00	$ 25.00	$ 1,400.00	$ 25.00	$ 1,400.00	$ 50.00	$ 2,800.00	$ 37.25	$ 2,086.00	$ 33.00	$ 1,848.00
			Subtotal		**$ 191,110.50**		**$ 133,302.50**		**$ 151,683.00**		**$ 196,263.40**		**$ 220,219.90**		**$ 283,639.50**

ALTERNATE BID				Engineers Estimate		Davis Concrete Construction Co.		Nardulli Construction Company, Inc.		Alliance Contractors Inc.		Landmark Contractors, Inc.		Martam Construction, Inc.	
Item No.	Description	Approximate Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
A1	TEMPORARY FENCE	20	FOOT	$ 22.50	$ 450.00	$ 1.00	$ 20.00	$ 15.00	$ 300.00	$ 5.25	$ 105.00	$ 5.25	$ 105.00	$ 20.00	$ 400.00
A2	EARTH EXCAVATION	41	CU YD	$ 55.00	$ 2,255.00	$ 20.00	$ 820.00	$ 45.00	$ 1,845.00	$ 10.00	$ 410.00	$ 90.40	$ 3,706.40	$ 121.00	$ 4,961.00
A3	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	49	CU YD	$ 55.00	$ 2,695.00	$ 20.00	$ 980.00	$ 25.00	$ 1,225.00	$ 10.00	$ 490.00	$ 117.25	$ 5,745.25	$ 121.00	$ 5,929.00
A4	TOPSOIL FURNISH AND PLACE, 4"	65	SQ YD	$ 8.00	$ 520.00	$ 1.00	$ 65.00	$ 8.00	$ 520.00	$ 11.00	$ 715.00	$ 11.00	$ 715.00	$ 14.00	$ 910.00
A5	NITROGEN FERTILIZER NUTRIENT	2	POUND	$ 3.00	$ 6.00	$ 1.00	$ 2.00	$ 10.00	$ 20.00	$ 3.00	$ 6.00	$ 3.00	$ 6.00	$ 3.00	$ 6.00
A6	POTASSIUM FERTILIZER NUTRIENT	2	POUND	$ 3.00	$ 6.00	$ 1.00	$ 2.00	$ 10.00	$ 20.00	$ 3.00	$ 6.00	$ 3.00	$ 6.00	$ 3.00	$ 6.00
A7	SODDING	65	SQ YD	$ 20.00	$ 1,300.00	$ 16.00	$ 1,040.00	$ 10.00	$ 650.00	$ 20.00	$ 1,300.00	$ 20.00	$ 1,300.00	$ 26.00	$ 1,690.00
A8	SUPPLEMENTAL WATERING	2	UNIT	$ 35.00	$ 70.00	$ 1.00	$ 2.00	$ 150.00	$ 300.00	$ 25.00	$ 50.00	$ 25.00	$ 50.00	$ 25.00	$ 50.00
A9	TEMPORARY EROSION CONTROL SEEDING	2	POUND	$ 5.00	$ 10.00	$ 10.00	$ 20.00	$ 15.00	$ 30.00	$ 10.00	$ 20.00	$ 10.00	$ 20.00	$ 12.00	$ 24.00
A10	INLET FILTERS	2	EACH	$ 200.00	$ 400.00	$ 10.00	$ 20.00	$ 120.00	$ 240.00	$ 25.00	$ 50.00	$ 296.00	$ 592.00	$ 350.00	$ 700.00
A11	TEMPORARY EROSION CONTROL BLANKET	65	SQ YD	$ 2.50	$ 162.50	$ 3.00	$ 195.00	$ 3.00	$ 195.00	$ 2.00	$ 130.00	$ 2.00	$ 130.00	$ 2.50	$ 162.50
A12	AGGREGATE BASE COURSE, TYPE B	8	CU YD	$ 65.00	$ 520.00	$ 65.00	$ 520.00	$ 50.00	$ 400.00	$ 68.50	$ 548.00	$ 139.50	$ 1,116.00	$ 144.00	$ 1,152.00
A13	AGGREGATE BASE COURSE, TYPE B 4"	375	SQ YD	$ 10.00	$ 3,750.00	$ 6.00	$ 2,250.00	$ 7.00	$ 2,625.00	$ 6.00	$ 2,250.00	$ 17.95	$ 6,731.25	$ 12.00	$ 4,500.00
A14	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	343	SQ YD	$ 125.00	$ 42,875.00	$ 102.00	$ 34,986.00	$ 110.00	$ 37,730.00	$ 167.50	$ 57,452.50	$ 127.10	$ 43,595.30	$ 221.00	$ 75,803.00
A15	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	90.0	SQ FT	$ 9.50	$ 855.00	$ 9.75	$ 877.50	$ 12.00	$ 1,080.00	$ 15.70	$ 1,413.00	$ 10.35	$ 931.50	$ 22.00	$ 1,980.00
A16	DETECTABLE WARNINGS	10	SQ FT	$ 40.00	$ 400.00	$ 24.00	$ 240.00	$ 35.00	$ 350.00	$ 40.00	$ 400.00	$ 35.50	$ 355.00	$ 61.00	$ 610.00
A17	PAVEMENT REMOVAL	368	SQ YD	$ 20.00	$ 7,360.00	$ 21.00	$ 7,728.00	$ 15.00	$ 5,520.00	$ 30.00	$ 11,040.00	$ 18.90	$ 6,955.20	$ 37.00	$ 13,616.00
A18	SIDEWALK REMOVAL	161	SQ FT	$ 5.00	$ 805.00	$ 3.00	$ 483.00	$ 2.00	$ 322.00	$ 2.00	$ 322.00	$ 4.10	$ 660.10	$ 6.00	$ 966.00
A19	FRAMES AND LIDS TO BE AJDUSTED	5	EACH	$ 500.00	$ 2,500.00	$ 350.00	$ 1,750.00	$ 600.00	$ 3,000.00	$ 1,325.00	$ 6,625.00	$ 490.00	$ 2,450.00	$ 820.00	$ 4,100.00
A20	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	134	FOOT	$ 45.00	$ 6,030.00	$ 34.00	$ 4,556.00	$ 50.00	$ 6,700.00	$ 75.00	$ 10,050.00	$ 82.55	$ 11,061.70	$ 81.00	$ 10,854.00
A21	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	$ 1,500.00	$ 1,500.00	$ 6,050.00	$ 6,050.00	$ 8,000.00	$ 8,000.00	$ 630.00	$ 630.00	$ 3,100.00	$ 3,100.00	$ 15,000.00	$ 15,000.00
			Subtotal		**$ 74,469.50**		**$ 62,606.50**		**$ 71,072.00**		**$ 94,012.50**		**$ 89,331.70**		**$ 143,419.50**

	Engineers Estimate	Davis Concrete Construction Co.	Nardulli Construction Company, Inc.	Alliance Contractors Inc.	Landmark Contractors, Inc.	Martam Construction, Inc.
BASE BID	$ 191,110.50	$ 133,302.50	$ 151,683.00	$ 196,263.40	$ 220,219.90	$ 283,639.50
ALT BID	$ 74,469.50	$ 62,606.50	$ 71,072.00	$ 94,012.50	$ 89,331.70	$ 143,419.50
OVERALL BID	$ 265,580.00	$ 195,909.00	$ 222,755.00	$ 290,275.90	$ 309,551.60	$ 427,059.00

Comments

I hereby certify that to the best of my knowledge, the Bid Tabulation presented above is a true and correct copy of the Bids received for this project.
Dated this 2nd day of April, 2025

Logan Yanisch
V3 Companies

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.11.

To: Public Works and Water Committee
From: Inga Cebelis, Staff Engineer
CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services
RE: Forest Hills Sidewalk Improvements - East side of Grand Avenue from 51st Street to 55th Street - Construction Observation Professional Services Agreement with V3 Companies

Recommendation

Consider a recommendation to approve a professional services agreement with V3 Companies ("V3") for Phase 3 - construction observation services of the Forest Hills Neighborhood Sidewalk Project for an amount not to exceed $33,514.42.

Summary

Staff is recommending using V3 to provide construction observation for the Forest Hills Neighborhood Sidewalk Installation project. V3 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 work hours needed for V3 to perform the work.

Financial Impact

Account	4102320-53010
Fund	Capital - Sidewalk
2025 Budget	$40,000
Project Cost	Not to exceed $33,514.42.

Recommended Motion

I move to recommend to the Village Board the approval of a professional services agreement with V3 Companies ("V3") for construction observation of the Forest Hills Neighborhood Sidewalk project for an amount not to exceed $33,514.42.

Strategic Plan Alignment

The project aligns with the infrastructure improvements goal that is included in the Village's strategic plan.

File Attachments

1. Forest Hills Neighborhood Sidewalk - V3 Proposal

March 31, 2025

Mr. Jeff Koza, PE, CFM
Director of Engineering/Village Engineer
Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558

RE: Forest Hill Neighborhood Sidewalk Project
Phase 3 Construction Engineering Services

Dear Mr. Koza:

On behalf of V3 Companies (V3), we are pleased to submit this scope of services for Construction Engineering for the Forest Hills Neighborhood Sidewalk Project in Western Springs, Illinois. V3 has provided similar services for other construction projects in Western Springs, and we are fully aware of the requirements of the Village.

PROJECT UNDERSTANDING

V3 understands that the Village of Western Springs is requesting on-site inspection and documentation services required related to the Forest Hill project. V3 will provide field personnel to observe the work and help assure that it is constructed in accordance with contract documents, as well as the Village of Western Springs and Illinois Department of Transportation standards and specifications.

SCOPE OF SERVICES

The following summarizes the general scope of services we will provide for the duration of the project which will consist of three phases:

- Pre-Construction Phase.
- Construction Phase.
- Final Close-out Phase.

1. **Pre-Construction Phase** – We will provide the following services during the pre-construction phase:

   a. Attend all "pre-construction" meetings.
   b. Set-up project files, field books and records for progress documentation. Project documentation will be performed to *IDOT Documentation* standards.
   c. Document existing conditions with electronic photographs and videos.

2. **Construction Phase** – We will provide the following services during the construction phase:

    a. Perform on-site inspection to help assure completion of the work in accordance with contract documents.
    b. Perform inspections of erosion and sediment control measures installed by contractors and document conditions as required by governing agencies.
    c. Verify contractor's layout on an as needed basis.
    d. Prepare and submit weekly reports to the Village.
    e. Provide the Village written construction updates as necessary.
    f. Communication and coordination with local stakeholders.
    g. Measurements and computation of pay items.
    h. Preparation and submission of all partial and final pay estimates and change orders.
    i. Preparation of reports and documents as requested by the Village.
    j. Provide material testing as needed – utilizing our geotechnical subconsultant – Interra.

3. **Final Close-out Phase** – We will provide the following services during the close-out phase:

    a. Prepare and monitor the completion of the final punch-list.
    b. Conduct final inspection of contractor's work.
    c. Preparation of final reports and documents as requested by the Village.
    d. Prepare "Record Drawings" of the completed project in both CAD and PDF formats.
    e. Complete and submit all final measurements, calculations and final contract records.

Material Quality Assurance

V3 will team with Interra Inc. for material testing quality assurance. Interra has worked with V3 on numerous projects for many agencies and municipalities. We are currently utilizing their services for the Burlington Ave. project in Western Springs. Interra is IDOT pre-qualified for material testing quality assurance.

COMPENSATION

V3 shall be paid a Direct Labor Multiplier of 2.80 times the employee's hourly rate for the actual hours expended to perform the services. V3 estimates the staffing fees and expenses for Construction Engineering Services related to this project are summarized below:

Fee for Resident Engineering Services:	***$ 30,514.42***
Fee for Material Testing:	***$ 3,000.00***
Total Not to Exceed Fee:	***$33,514.42***

It is our intent to utilize the same personnel assigned to the Hampton Avenue and Burlington Avenue projects to be completed this year.

MISCELLANEOUS CONTRACTURAL ITEMS

These services will be provided under the Terms and Conditions attached. If the terms of these services request are found to be satisfactory, please sign this request to indicate your acceptance and return a signed copy to our office. Receipt of the signed authorization will serve as out Notice to Proceed for this work.

We appreciate the opportunity to present this agreement and look forward to working with you on this project.

Sincerely,

V3 Companies.

Matthew E. Powers, P.E.
Vice President, Director of Construction Engineering

For:
V3 COMPANIES.

Matthew E. Powers, P.E.
Vice President, Director of Construction Engineering

Accepted For:
VILLAGE OF WESTERN SPRINGS

By: _____

Title: _____

Date: _____

EXHIBIT A

Forest Hills Neighborhood Sidewalk Project
Village of Western Springs
Estimated Construction Engineering Services Hours and Costs

Assumptions	
Targeted Letting Date	Apr-25
Construction Start	19-Jun-25
Final Punchlist/Completion	25-Jul-25
Sod	Sep-25

V3 Construction Engineering

						8 Weeks									
Classification	**Name**	**Role**	**Rate***	**DLM**	**Billing Rate**	**6/9/25**	**6/16/25**	**6/23/25**	**6/30/25**	**7/7/25**	**7/14/25**	**7/21/25**	**9/15/25**	**Total Hours**	**Total Costs**
Resident Const Manager II	Sean Ludwig	Project Manager	$70.53	2.800	$197.48	1	1	1	1	1	1	1	1	8	$1,579.87
Sr Construciton Technician	Jim Bessler	Resident Engineer	$53.26	2.800	$149.13	24	24	24	24	24	24	24	16	184	$27,439.55
														Total Projected V3 Labor:	$29,019.42
Vehicles (Day)				Days	$65.00	3	3	3	3	3	3	3	2	23	$1,495.00
Premium Overtime				Hours										0	$0.00
Misc Office Supplies				L Sum										0	$0.00
Material Quality Assurance	Interra, Inc.														$3,000.00
														Total Projected Project Direct Costs:	$4,495.00
														Total Projected Cost:	**$33,514.42**

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.12.

To: Public Works and Water Committee
From: Inga Cebelis, Staff Engineer
CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services
RE: 2025 Asphalt Street Resurfacing and Skip Patching Program - MFT Resolution BLR 09110

Recommendation

Consider a recommendation to approve a MFT Resolution - IDOT form BLR 09110 - authorizing the use of Motor Fuel Tax (MFT) funds to pay for the construction and engineering costs related to the 2025 Asphalt Resurfacing and Skip Patching Program.

Summary

Included in the Fiscal Year 2025 budget is funding for construction and engineering services required for the asphalt resurfacing on 45th Street from Wolf Road to Gilbert Avenue project. Additionally, the project includes Village-wide asphalt surface patching ("Skip Patching"). The total project funding has been allocated from the Village's Motor Fuel Tax (MFT) fund.

The Village Board must pass a resolution authorizing the use of MFT funds for this project, . The Illinois Department of Transportation (IDOT) requires municipalities to use a specific resolution form - IDOT Form BLR 09110 - for this purpose. Once approved by the Village Board, staff will submit the executed resolution to IDOT for approval. Once the bid results for the project have been reviewed and the lowest responsive bid has been determined, Staff will then be able to provide a completed BLR 09110 resolution form with the total MFT funding need identified. This will be ready for Board review at the April 14, 2025 Board Meeting.

Financial Impact

	Design Engineering	Construction Engineering	Street Resurfacing	Skip-Patching
Account:	4102370-50331	4102370-50332	4102370-60011	4102370-53040
Fund:	Roadway - MFT Design Engineering	Roadway - MFT Inspection Engineering	Roadway - MFT Construction	Roadway - MFT Patching
2025 Budget:	$21,500	$56,480	$430,000	$150,000
Phase Cost:	$28,370*	$56,480	TBD after bid opening	TBD after bid opening

*Design Engineering began in Fiscal Year 2024 and was completed in Fiscal Year 2025. The MFT resolution must cover all project costs and is not tied to the Village's fiscal year. The Phase Cost provided represents the total cost for the phase.

Recommended Motion

I move to recommend to the Village Board the approval of resolution BLR 09110 authorizing the use of Motor Fuel Tax funds to pay for the construction and engineering services related to the 2025 Asphalt Resurfacing and Skip Patching Program.

Strategic Plan Alignment

The project aligns with the Infrastructure Improvements goal of the Village's Strategic Plan.

File Attachments

1. BLR-09110

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AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.13.

To: Public Works and Water Committee
From: Inga Cebelis, Staff Engineer
CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services
RE: 2025 Asphalt Street Resurfacing and Skip-Patching Program - Review of As-Read Bid Results

Recommendation

Consider a recommendation to award a contract to the apparent responsive low bidder for the 2025 Asphalt Resurfacing and Skip-Patching Program.

Summary

Included in the Fiscal Year 2025 budget is funding for the asphalt resurfacing on 45th Street from Wolf Road to Gilbert Avenue project. Additionally, the project includes Village-wide asphalt surface patching ("Skip Patching"). The total project funding has been allocated from the Motor Fuel Tax (MFT) fund.

The project plans and specifications were prepared by Christopher B Burke Engineering, Ltd. (CBBEL). Since the project is utilizing Motor Fuel Tax (MFT), the Illinois Department of Transportation (IDOT) has reviewed and approved the plans and specifications. The project bid notice was published in the Chicago Sun-Times and on the Village website on March 25th. It was also posted in the IDOT Contractors Bulletin on March 27th and April 3rd. Staff will provide an update on the final number of plan holders and the number of bids received at the Committee meeting.

The bid opening is scheduled for April 8, 2025, at 10:00 a.m. at Village Hall. Staff will present the as read bid results to the Committee later that same evening at the Committee meeting. After the bid opening, CBBEL will review all bids, provide a bid tabulation and provide an award recommendation memo to the Village by April 11, 2025. Staff will provide this information in the agenda packet for review and consideration at the April 14, 2025, Board of Trustees Meeting. The approval of the lowest responsive bidder is expected to take place at the April 28, 2025, Board of Trustees Meeting.

Financial Impact

This item has been included in the current fiscal year's budget with an allocation of $430,000 under account number # 4102370-60011 for 45th Street resurfacing and $150,000 under account # 4102370-53040 for skip patching.

Recommended Motion

A formal award recommendation will not be ready for the Committee meeting because Staff and CBBEL will need a couple of days to review and vet the bids received, but it is anticipated that a formal award recommendation will be ready for Board review at the 4/14/2025 Board Meeting.

Strategic Plan Alignment

The project aligns with the infrastructure improvements goal that is included in the Village's strategic plan.

File Attachments

None

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.14.

To: Public Works and Water Committee
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance
RE: Springdale Drainage Improvement Project - Contract Award to Performance Construction & Engineering

Recommendation

Consider a recommendation to approve an award of a contract to the lowest responsive bidder for the Springdale Drainage Improvement Project to Performance Construction & Engineering for an amount not to exceed $5,188,313.00.

Summary

Included in the Village's Fiscal Year 2025 budget is the Springdale Drainage Improvements Project ("Project"). The Project will consist of the installation of new stormwater management infrastructure that is intended to address stormwater flooding issues that occur on the 5400 blocks of Franklin and Howard Avenues. The main scope of work of the Project includes the installation of new storm sewers and storm inlets on the 5400 blocks of Howard and Franklin Avenues, new storm sewer pipes to convey the water north on Howard Avenue to 52nd Place and then west on 52nd Place to Springdale Park, and the construction of a new stormwater detention facility at Springdale Park. The project will also include sanitary sewer repairs, replacement of water main and water services on 52nd Place and Howard Avenue, and the repaving of 52nd Place and Howard Avenue.

Construction plans for the Project have been developed for the Village by Christopher B. Burke Engineering Ltd. ("CBBEL"). The Project notice to bidders was published in the Chicago Suntimes newspaper on February 24, 2025. It was also posted to the Village's website that same day. Bids were due at 10:00 AM on March 24, 2025. The Village received four bids from local contractors. CBBEL has reviewed the bids and is recommending award of the Project contract to the lowest responsive bidder Performance Construction & Engineering for an amount not to exceed $5,188,313.00. An award recommendation letter and a detailed bid tabulation are included in the agenda packet. A summary of the bids received is below:

As Calculated Summary of Bids

Contractor Firm Name	*Bid*
Performance Construction & Engineering	$5,188,313.00

Bolder Contractors	$5,382,504.20
Martam Construction	$6,085,327.84
Acqua Contractors	$6,384,000.00

Financial Impact

The Project is being partially funded by a $1,000,000 grant from the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"). The MWRD grant proceeds are received via reimbursement. Thus, the Village must first pay for the Project and then seek reimbursement from MWRD for eligible Project costs. A majority of the Project is related to stormwater infrastructure work and is being paid for with funds obtained from an alternate revenue bond which is backed by the Village's Stormwater Fee proceeds. The Village Board previously approved this alternate revenue bond and final approval of the bond sale is expected to occur at the April 14, 2025 Board Meeting. Due to the substantial amount of underground work included in the Project the plans include a full-depth resurfacing of 52nd Place and Howard Avenue within the project limits. The cost of this work is being split 50/50 between stormwater and roadway fund accounts.

	Stormwater Infrastructure Components	Water Main Replacement	Roadway Resurfacing
Account:	4402525-62025	4303510-62020	4102375-60011
Fund:	Stormwater Fee Fund - Sewer System	Water Distribution - Water System	Roadway - Construction
2025 Budget:	$5,125,000*	$500,000	$95,000
Phase Cost:	$4,207,813*	$788,000	$192,500

*The Village will receive reimbursement of up to $1,000,000 for MWRD grant-eligible stormwater work completed.

Recommended Motion

I move to recommend to the Village Board the approval of a contract to the lowest responsive bidder for the Springdale Drainage Improvement Project to Performance Construction & Engineering for an amount not to exceed $5,188,313.00.

Strategic Plan Alignment

The project addresses the stormwater flooding and infrastructure improvements goals of the Village's Strategic Plan

File Attachments

1. CBBEL Springdale Project Bid Award Recommendation_2025_0331

CHRISTOPHER B. BURKE ENGINEERING, LTD.
16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

March 31, 2025

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

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

Subject: Village of Western Springs
Springdale Drainage Improvements
(CBBEL No: 210513)
Bid Tabulation and Award Recommendation

Dear Mr. Koza:

On Thursday, March 24, 2025 at 10:00 A.M. bids were received and opened for the subject project. Four bids were received for this project. Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the contract proposals for the Springdale Drainage Improvements Project and all documents were in compliance with Village and contract requirements. The bids have been reviewed and are tabulated below:

CONTRACTOR	BASE BID
ENGINEER'S ESTIMATE	$5,803,640.00
PERFORMANCE CONSTRUCTION & ENGINEERING	$5,188,313.00
BOLDER CONTRACTORS	$5,382,504.20
MARTAM CONSTRUCTION	$6,085,327.84
ACQUA CONTRACTORS	$6,384,000.00

Performance Construction & Engineering was the low bidder with a bid amount of $5,188,313.00. We have reviewed Performance Construction & Engineering's bid documents and find them to be in order.

Therefore, CBBEL recommends awarding the Springdale Drainage Improvements Project to Performance Construction & Engineering in the amount of $5,188,313.00.

Enclosed for your reference are the bid tabulation and bid summary. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Alex Schaefer, PE
Senior Project Manager

Enclosure as Noted

CC: Inga Cebelis – Village of Western Springs

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Springdale Drainage Improvements Project
BID SUMMARY

Village of Western Springs
CBBEL Project No. 21-0513

Bids Opened March 24, 2025

CONTRACTOR	BID
ENGINEER'S ESTIMATE	$ 5,803,640.00
PERFORMANCE CONSTRUCTION & ENGINEERING	$ 5,188,313.00
BOLDER CONTRACTORS	$ 5,382,504.20
MARTAM CONSTRUCTION	$ 6,085,327.84
ACQUA CONTRACTORS	$ 6,384,000.00

Village of Western Springs
Springdale Drainage Improvements Project
CBBEL Project No. 21-0513
Bids Opened March 24, 2025

	NO.		UNIT	QUANTITY	ENGINEER'S ESTIMATE		PERFORMANCE CONSTRUCTION & ENGINEERING		BOLDER CONTRACTORS		MARTAM CONSTRUCTION		ACQUA CONTRACTORS	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	44	$ 50.00	$ 2,200.00	$ 30.00	$ 1,320.00	$ 36.00	$ 1,584.00	$ 36.00	$ 1,584.00	$ 24.00	$ 1,056.00
	2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	196	$ 75.00	$ 14,700.00	$ 35.00	$ 6,860.00	$ 48.00	$ 9,408.00	$ 39.00	$ 7,644.00	$ 26.00	$ 5,096.00
	3	TEMPORARY FENCE	FOOT	2300	$ 15.00	$ 34,500.00	$ 12.00	$ 27,600.00	$ 1.00	$ 2,300.00	$ 5.00	$ 11,500.00	$ 10.00	$ 23,000.00
	4	TREE TRUNK PROTECTION	EACH	63	$ 250.00	$ 15,750.00	$ 100.00	$ 6,300.00	$ 100.00	$ 6,300.00	$ 100.00	$ 6,300.00	$ 100.00	$ 6,300.00
#	5	TREE ROOT PRUNING	EACH	43	$ 150.00	$ 6,450.00	$ 110.00	$ 4,730.00	$ 160.00	$ 6,880.00	$ 145.00	$ 6,235.00	$ 105.00	$ 4,515.00
	6	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	12	$ 125.00	$ 1,500.00	$ 50.00	$ 600.00	$ 125.00	$ 1,500.00	$ 60.00	$ 720.00	$ 48.00	$ 576.00
	7	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	30	$ 150.00	$ 4,500.00	$ 100.00	$ 3,000.00	$ 175.00	$ 5,250.00	$ 190.00	$ 5,700.00	$ 100.00	$ 3,000.00
	8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	6454	$ 50.00	$ 322,700.00	$ 34.00	$ 219,436.00	$ 42.00	$ 271,068.00	$ 43.33	$ 279,651.82	$ 60.00	$ 387,240.00
#	9	POROUS GRANULAR EMBANKMENT	CU YD	203	$ 50.00	$ 10,150.00	$ 50.00	$ 10,150.00	$ 56.00	$ 11,368.00	$ 74.00	$ 15,022.00	$ 80.00	$ 16,240.00
#	10	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	13345	$ 15.00	$ 200,175.00	$ 17.00	$ 226,865.00	$ 6.00	$ 80,070.00	$ 11.20	$ 149,464.00	$ 16.00	$ 213,520.00
	11	MULCH, METHOD 2	ACRE	4.8	$ 2,500.00	$ 12,000.00	$ 2,500.00	$ 12,000.00	$ 2,800.00	$ 13,440.00	$ 4,130.00	$ 19,824.00	$ 5,300.00	$ 25,440.00
	12	EROSION CONTROL BLANKET	SQ YD	23235	$ 1.50	$ 34,852.50	$ 3.00	$ 69,705.00	$ 1.30	$ 30,205.50	$ 1.45	$ 33,690.75	$ 1.80	$ 41,823.00
	13	TEMPORARY EROSION CONTROL SEEDING	POUND	500	$ 5.00	$ 2,500.00	$ 3.00	$ 1,500.00	$ 6.00	$ 3,000.00	$ 11.00	$ 5,500.00	$ 2.15	$ 1,075.00
	14	PERIMETER EROSION BARRIER	FOOT	2400	$ 3.00	$ 7,200.00	$ 5.00	$ 12,000.00	$ 4.00	$ 9,600.00	$ 5.00	$ 12,000.00	$ 3.20	$ 7,680.00
	15	INLET AND PIPE PROTECTION	EACH	3	$ 250.00	$ 750.00	$ 500.00	$ 1,500.00	$ 600.00	$ 1,800.00	$ 400.00	$ 1,200.00	$ 500.00	$ 1,500.00
#	16	INLET FILTERS	EACH	30	$ 150.00	$ 4,500.00	$ 250.00	$ 7,500.00	$ 50.00	$ 1,500.00	$ 310.00	$ 9,300.00	$ 200.00	$ 6,000.00
	17	STONE RIPRAP, CLASS A4	SQ YD	30	$ 200.00	$ 6,000.00	$ 65.00	$ 1,950.00	$ 80.00	$ 2,400.00	$ 133.00	$ 3,990.00	$ 150.00	$ 4,500.00
	18	STONE RIPRAP, CLASS A6	SQ YD	100	$ 250.00	$ 25,000.00	$ 70.00	$ 7,000.00	$ 170.00	$ 17,000.00	$ 196.00	$ 19,600.00	$ 200.00	$ 20,000.00
	19	FILTER FABRIC	SQ YD	130	$ 8.00	$ 1,040.00	$ 3.00	$ 390.00	$ 4.00	$ 520.00	$ 6.00	$ 780.00	$ 5.00	$ 650.00
	20	BITUMINOUS MATERIALS (TACK COAT)	POUND	1177	$ 1.00	$ 1,177.00	$ 0.01	$ 11.77	$ 0.10	$ 117.70	$ 0.01	$ 11.77	$ 0.01	$ 11.77
	21	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1174	$ 95.00	$ 111,530.00	$ 80.00	$ 93,920.00	$ 95.00	$ 111,530.00	$ 110.00	$ 129,140.00	$ 100.00	$ 117,400.00
	22	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	588	$ 105.00	$ 61,740.00	$ 95.00	$ 55,860.00	$ 105.00	$ 61,740.00	$ 121.00	$ 71,148.00	$ 120.62	$ 70,924.56
#	23	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6555	$ 12.00	$ 78,660.00	$ 10.00	$ 65,550.00	$ 10.00	$ 65,550.00	$ 14.00	$ 91,770.00	$ 11.00	$ 72,105.00
	24	DETECTABLE WARNINGS	SQ FT	150	$ 40.00	$ 6,000.00	$ 50.00	$ 7,500.00	$ 40.00	$ 6,000.00	$ 44.00	$ 6,600.00	$ 34.00	$ 5,100.00
	25	SIDEWALK REMOVAL	SQ FT	6655	$ 2.50	$ 16,637.50	$ 3.00	$ 19,965.00	$ 2.00	$ 13,310.00	$ 1.50	$ 9,982.50	$ 3.00	$ 19,965.00
	26	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2	$ 3,000.00	$ 6,000.00	$ 1,700.00	$ 3,400.00	$ 3,000.00	$ 6,000.00	$ 1,620.00	$ 3,240.00	$ 2,500.00	$ 5,000.00
	27	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-	EACH	1	$ 7,000.00	$ 7,000.00	$ 12,000.00	$ 12,000.00	$ 11,000.00	$ 11,000.00	$ 9,680.00	$ 9,680.00	$ 25,000.00	$ 25,000.00
	28	GRATING FOR CONCRETE FLARED END SECTION 18"	EACH	2	$ 500.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 300.00	$ 600.00	$ 680.00	$ 1,360.00	$ 1,000.00	$ 2,000.00
	29	GRATING FOR CONCRETE FLARED END SECTION EQUIVALENT ROUND-SIZE 54"	EACH	1	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 2,240.00	$ 2,240.00	$ 3,000.00	$ 3,000.00
	30	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	40	$ 150.00	$ 6,000.00	$ 125.00	$ 5,000.00	$ 190.00	$ 7,600.00	$ 142.00	$ 5,680.00	$ 153.00	$ 6,120.00
	31	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	FOOT	45	$ 200.00	$ 9,000.00	$ 150.00	$ 6,750.00	$ 200.00	$ 9,000.00	$ 146.00	$ 6,570.00	$ 166.00	$ 7,470.00
	32	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	FOOT	217	$ 250.00	$ 54,250.00	$ 125.00	$ 27,125.00	$ 220.00	$ 47,740.00	$ 161.00	$ 34,937.00	$ 160.00	$ 34,720.00
	33	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 54"	FOOT	150	$ 510.00	$ 76,500.00	$ 450.00	$ 67,500.00	$ 500.00	$ 75,000.00	$ 521.00	$ 78,150.00	$ 415.00	$ 62,250.00
	34	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 15"	FOOT	30	$ 165.00	$ 4,950.00	$ 163.00	$ 4,890.00	$ 200.00	$ 6,000.00	$ 161.00	$ 4,830.00	$ 160.00	$ 4,800.00
	35	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 30"	FOOT	84	$ 280.00	$ 23,520.00	$ 200.00	$ 16,800.00	$ 240.00	$ 20,160.00	$ 212.00	$ 17,808.00	$ 252.00	$ 21,168.00
	36	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 54"	FOOT	635	$ 530.00	$ 336,550.00	$ 475.00	$ 301,625.00	$ 500.00	$ 317,500.00	$ 541.00	$ 343,535.00	$ 456.00	$ 289,560.00
	37	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3 54"	FOOT	385	$ 580.00	$ 223,300.00	$ 525.00	$ 202,125.00	$ 500.00	$ 192,500.00	$ 596.00	$ 229,460.00	$ 675.00	$ 259,875.00
	38	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 54"	FOOT	295	$ 550.00	$ 162,250.00	$ 400.00	$ 118,000.00	$ 570.00	$ 168,150.00	$ 667.00	$ 196,765.00	$ 460.00	$ 135,700.00
#	39	DUCTILE IRON WATER MAIN 6"	FOOT	54	$ 160.00	$ 8,640.00	$ 35.00	$ 1,890.00	$ 200.00	$ 10,800.00	$ 158.00	$ 8,532.00	$ 205.00	$ 11,070.00
#	40	DUCTILE IRON WATER MAIN 8"	FOOT	1215	$ 175.00	$ 212,625.00	$ 195.00	$ 236,925.00	$ 210.00	$ 255,150.00	$ 168.00	$ 204,120.00	$ 165.00	$ 200,475.00
#	41	WATER VALVES 8"	EACH	11	$ 3,500.00	$ 38,500.00	$ 2,400.00	$ 26,400.00	$ 3,800.00	$ 41,800.00	$ 3,360.00	$ 36,960.00	$ 3,300.00	$ 36,300.00
#	42	ADJUSTING WATER MAIN 8"	FOOT	30	$ 350.00	$ 10,500.00	$ 300.00	$ 9,000.00	$ 380.00	$ 11,400.00	$ 346.00	$ 10,380.00	$ 550.00	$ 16,500.00
#	43	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	210	$ 100.00	$ 21,000.00	$ 40.00	$ 8,400.00	$ 80.00	$ 16,800.00	$ 88.00	$ 18,480.00	$ 215.00	$ 45,150.00
#	44	FIRE HYDRANTS TO BE REMOVED	EACH	3	$ 750.00	$ 2,250.00	$ 600.00	$ 1,800.00	$ 1,200.00	$ 3,600.00	$ 1,120.00	$ 3,360.00	$ 500.00	$ 1,500.00
#	45	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	$ 8,500.00	$ 51,000.00	$ 12,000.00	$ 72,000.00	$ 12,000.00	$ 72,000.00	$ 11,260.00	$ 67,560.00	$ 12,000.00	$ 72,000.00
#	46	PIPE UNDERDRAINS, TYPE 2, 6"	FOOT	3000	$ 48.00	$ 144,000.00	$ 35.00	$ 105,000.00	$ 33.00	$ 99,000.00	$ 48.00	$ 144,000.00	$ 50.00	$ 150,000.00
#	47	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	2	$ 4,500.00	$ 9,000.00	$ 6,000.00	$ 12,000.00	$ 5,500.00	$ 11,000.00	$ 5,360.00	$ 10,720.00	$ 8,600.00	$ 17,200.00
#	48	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	EACH	4	$ 2,500.00	$ 10,000.00	$ 2,500.00	$ 10,000.00	$ 4,000.00	$ 16,000.00	$ 2,980.00	$ 11,920.00	$ 4,200.00	$ 16,800.00
#	49	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	$ 5,000.00	$ 15,000.00	$ 5,700.00	$ 17,100.00	$ 5,300.00	$ 15,900.00	$ 4,980.00	$ 14,940.00	$ 8,400.00	$ 25,200.00
#	50	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$ 7,500.00	$ 7,500.00	$ 7,800.00	$ 7,800.00	$ 7,500.00	$ 7,500.00	$ 8,460.00	$ 8,460.00	$ 14,200.00	$ 14,200.00
#	51	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2	$ 11,000.00	$ 22,000.00	$ 11,500.00	$ 23,000.00	$ 12,000.00	$ 24,000.00	$ 11,260.00	$ 22,520.00	$ 20,000.00	$ 40,000.00
#	52	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$ 25,000.00	$ 25,000.00	$ 21,000.00	$ 21,000.00	$ 20,000.00	$ 20,000.00	$ 22,680.00	$ 22,680.00	$ 40,000.00	$ 40,000.00
#	53	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	1	$ 2,200.00	$ 2,200.00	$ 2,200.00	$ 2,200.00	$ 3,500.00	$ 3,500.00	$ 2,460.00	$ 2,460.00	$ 3,000.00	$ 3,000.00
	54	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	11	$ 4,000.00	$ 44,000.00	$ 7,500.00	$ 82,500.00	$ 5,800.00	$ 63,800.00	$ 5,620.00	$ 61,820.00	$ 8,000.00	$ 88,000.00
#	55	MOBILIZATION	L SUM	1	$ 250,000.00	$ 250,000.00	$ 196,000.00	$ 196,000.00	$ 210,000.00	$ 210,000.00	$ 340,000.00	$ 340,000.00	$ 255,000.00	$ 255,000.00
#	56	BENCH REMOVAL	EACH	4	$ 500.00	$ 2,000.00	$ 1,000.00	$ 4,000.00	$ 700.00	$ 2,800.00	$ 820.00	$ 3,280.00	$ 798.00	$ 3,192.00
#	57	PREPARATION OF BASE (SPECIAL)	SQ YD	4980	$ 3.00	$ 14,940.00	$ 2.25	$ 11,205.00	$ 4.00	$ 19,920.00	$ 3.00	$ 14,940.00	$ 2.50	$ 12,450.00
#	58	VALVE VAULTS TO BE ABANDONED	EACH	7	$ 500.00	$ 3,500.00	$ 1,000.00	$ 7,000.00	$ 1,000.00	$ 7,000.00	$ 630.00	$ 4,410.00	$ 400.00	$ 2,800.00
#	59	TRENCH BACKFILL, SPECIAL	CU YD	5876	$ 60.00	$ 352,560.00	$ 20.00	$ 117,520.00	$ 34.00	$ 199,784.00	$ 69.00	$ 405,444.00	$ 30.00	$ 176,280.00
#	60	AGGREGATE BASE REPAIR (SPECIAL)	TON	441	$ 35.00	$ 15,435.00	$ 18.00	$ 7,938.00	$ 60.00	$ 26,460.00	$ 33.00	$ 14,553.00	$ 40.00	$ 17,640.00
#	61	WATER MAIN LINE STOP 6"	EACH	2	$ 7,500.00	$ 15,000.00	$ 13,000.00	$ 26,000.00	$ 8,000.00	$ 16,000.00	$ 6,120.00	$ 12,240.00	$ 7,800.00	$ 15,600.00
#	62	WATER MAIN LINE STOP 8"	EACH	1	$ 9,000.00	$ 9,000.00	$ 13,200.00	$ 13,200.00	$ 10,000.00	$ 10,000.00	$ 6,940.00	$ 6,940.00	$ 9,800.00	$ 9,800.00
#	63	SANITARY MANHOLES TO BE ADJUSTED	EACH	5	$ 1,500.00	$ 7,500.00	$ 1,500.00	$ 7,500.00	$ 1,600.00	$ 8,000.00	$ 1,410.00	$ 7,050.00	$ 1,800.00	$ 9,000.00
#	64	SANITARY MANHOLES TO BE REMOVED	EACH	1	$ 1,000.00	$ 1,000.00	$ 1,600.00	$ 1,600.00	$ 1,000.00	$ 1,000.00	$ 710.00	$ 710.00	$ 400.00	$ 400.00
#	65	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	$ 850.00	$ 850.00	$ 2,100.00	$ 2,100.00	$ 1,200.00	$ 1,200.00	$ 890.00	$ 890.00	$ 1,200.00	$ 1,200.00
#	66	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 210,000.00	$ 210,000.00	$ 210,000.00	$ 210,000.00	$ 255,000.00	$ 255,000.00
#	67	DOMESTIC WATER METER TO BE RELOCATED	EACH	1	$ 5,000.00	$ 5,000.00	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00	$ 3,800.00	$ 3,800.00	$ 6,000.00	$ 6,000.00
#	68	LOCATING UNDERGROUND UTILITY	EACH	5	$ 1,500.00	$ 7,500.00	$ 500.00	$ 2,500.00	$ 2,000.00	$ 10,000.00	$ 1,060.00	$ 5,300.00	$ 1,000.00	$ 5,000.00
#	69	REMOVE AND RESET BRICK SIDEWALK	SQ FT	63	$ 100.00	$ 6,300.00	$ 36.00	$ 2,268.00	$ 42.00	$ 2,646.00	$ 43.00	$ 2,709.00	$ 25.00	$ 1,575.00
#	70	LIMESTONE SCREENING SURFACE 3"	SQ YD	160	$ 40.00	$ 6,400.00	$ 8.00	$ 1,280.00	$ 30.00	$ 4,800.00	$ 44.00	$ 7,040.00	$ 40.00	$ 6,400.00
#	71	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	230	$ 50.00	$ 11,500.00	$ 45.00	$ 10,350.00	$ 42.00	$ 9,660.00	$ 36.00	$ 8,280.00	$ 60.00	$ 13,800.00
#	72	CONSTRUCTION LAYOUT	L SUM	1	$ 55,000.00	$ 55,000.00	$ 98,000.00	$ 98,000.00	$ 42,000.00	$ 42,000.00	$ 20,000.00	$ 20,000.00	$ 50,000.00	$ 50,000.00
#	73	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	7	$ 650.00	$ 4,550.00	$ 1,200.00	$ 8,400.00	$ 900.00	$ 6,300.00	$ 720.00	$ 5,040.00	$ 1,000.00	$ 7,000.00
#	74	DRAINAGE STRUCTURE TO BE REMOVED	EACH	22	$ 500.00	$ 11,000.00	$ 750.00	$ 16,500.00	$ 600.00	$ 13,200.00	$ 610.00	$ 13,420.00	$ 400.00	$ 8,800.00
#	75	FENCE REMOVAL	FOOT	134	$ 15.00	$ 2,010.00	$ 25.00	$ 3,350.00	$ 30.00	$ 4,020.00	$ 10.00	$ 1,340.00	$ 13.00	$ 1,742.00
#	76	ALUMINUM BLEACHERS	EACH	4	$ 5,000.00	$ 20,000.00	$ 4,000.00	$ 16,000.00	$ 4,500.00	$ 18,000.00	$ 4,460.00	$ 17,840.00	$ 1,750.00	$ 7,000.00
#	77	AS-BUILT DRAWINGS	LSUM	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00
#	78	BACKSTOP FENCE, 16FT HT	FOOT	96	$ 500.00	$ 48,000.00	$ 1,100.00	$ 105,600.00	$ 962.00	$ 92,352.00	$ 575.00	$ 55,200.00	$ 1,000.00	$ 96,000.00
#	79	BACKSTOP REMOVAL (COMPLETE)	EACH	2	$ 7,500.00	$ 15,000.00	$ 8,000.00	$ 16,000.00	$ 1,000.00	$ 2,000.00	$ 2,500.00	$ 5,000.00	$ 3,700.00	$ 7,400.00
#	80	BASES, HOME PLATE, PITCHING PLATE (SET)	EACH	2	$ 4,500.00	$ 9,000.00	$ 5,000.00	$ 10,000.00	$ 6,000.00	$ 12,000.00	$ 6,300.00	$ 12,600.00	$ 450.00	$ 900.00
#	81	CHAIN LINK FENCE, COATED, 4FT HT	FOOT	144	$ 110.00	$ 15,840.00	$ 80.00	$ 11,520.00	$ 72.00	$ 10,368.00	$ 85.00	$ 12,240.00	$ 84.00	$ 12,096.00
#	82	CHAIN LINK FENCE, COATED, 6FT HT	FOOT	128	$ 130.00	$ 16,640.00	$ 90.00	$ 11,520.00	$ 80.00	$ 10,240.00	$ 90.00	$ 11,520.00	$ 92.00	$ 11,776.00
#	83	CHAIN LINK FENCE, COATED, 8FT HT	FOOT	152	$ 175.00	$ 26,600.00	$ 110.00	$ 16,720.00	$ 100.00	$ 15,200.00	$ 115.00	$ 17,480.00	$ 107.00	$ 16,264.00

Village of Western Springs
Springdale Drainage Improvements Project
CBBEL Project No. 21-0513
Bids Opened March 24, 2025

	NO.		UNIT	QUANTITY	ENGINEER'S ESTIMATE		PERFORMANCE CONSTRUCTION & ENGINEERING		BOLDER CONTRACTORS		MARTAM CONSTRUCTION		ACQUA CONTRACTORS	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
#	84	CLAY BRICK UNDERLAYMENT - BASEBALL INFIELD	SQ FT	170	$ 50.00	$ 8,500.00	$ 145.00	$ 24,650.00	$ 42.00	$ 7,140.00	$ 22.00	$ 3,740.00	$ 450.00	$ 76,500.00
#	85	CLAY INFIELD, 8" DEPTH	CU YD	210	$ 150.00	$ 31,500.00	$ 415.00	$ 87,150.00	$ 496.00	$ 104,160.00	$ 395.00	$ 82,950.00	$ 380.00	$ 79,800.00
#	86	COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT	FOOT	3011	$ 48.00	$ 144,528.00	$ 43.00	$ 129,473.00	$ 47.00	$ 141,517.00	$ 46.00	$ 138,506.00	$ 47.00	$ 141,517.00
#	87	DUCTILE IRON WATER MAIN 8" (DIRECTIONAL BORE)	FOOT	575	$ 275.00	$ 158,125.00	$ 265.00	$ 152,375.00	$ 300.00	$ 172,500.00	$ 223.00	$ 128,225.00	$ 350.00	$ 201,250.00
#	88	DUCTILE IRON WATER MAIN IN CASING 8"	FOOT	10	$ 210.00	$ 2,100.00	$ 93.00	$ 930.00	$ 300.00	$ 3,000.00	$ 344.00	$ 3,440.00	$ 300.00	$ 3,000.00
#	89	EARTH EXCAVATION (BASIN)	CU YD	3565	$ 40.00	$ 142,600.00	$ 42.00	$ 149,730.00	$ 80.00	$ 285,200.00	$ 79.00	$ 281,635.00	$ 60.00	$ 213,900.00
#	90	HIGH CAPACITY INLET, 5' DEPTH OR LESS	EACH	9	$ 5,000.00	$ 45,000.00	$ 4,800.00	$ 43,200.00	$ 6,500.00	$ 58,500.00	$ 10,620.00	$ 95,580.00	$ 9,600.00	$ 86,400.00
#	91	HIGH CAPACITY INLET, GREATER THAN 5' DEPTH	EACH	5	$ 8,500.00	$ 42,500.00	$ 5,800.00	$ 29,000.00	$ 7,000.00	$ 35,000.00	$ 10,840.00	$ 54,200.00	$ 12,000.00	$ 60,000.00
#	92	HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	160	$ 65.00	$ 10,400.00	$ 60.00	$ 9,600.00	$ 68.00	$ 10,880.00	$ 64.00	$ 10,240.00	$ 58.50	$ 9,360.00
#	93	HOT-MIX ASPHALT SURFACE REMOVAL (FULL DEPTH)	SQ YD	4980	$ 17.00	$ 84,660.00	$ 10.00	$ 49,800.00	$ 8.00	$ 39,840.00	$ 14.50	$ 72,210.00	$ 12.30	$ 61,254.00
#	94	IN-LINE CHECK VALVE, 30"	EACH	1	$ 18,000.00	$ 18,000.00	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00	$ 24,260.00	$ 24,260.00	$ 50,000.00	$ 50,000.00
#	95	IRRIGATION REPAIR	UNIT	25000	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
#	96	JUNCTION CHAMBER WITH OVERFLOW WEIR	LSUM	1	$ 150,000.00	$ 150,000.00	$ 139,729.23	$ 139,729.23	$ 140,000.00	$ 140,000.00	$ 142,000.00	$ 142,000.00	$ 300,000.00	$ 300,000.00
#	97	LANDSCAPE RESTORATION - FIELD OF DREAMS SEED MIX	ACRE	4.8	$ 14,000.00	$ 67,200.00	$ 6,000.00	$ 28,800.00	$ 6,500.00	$ 31,200.00	$ 5,000.00	$ 24,000.00	$ 11,000.00	$ 52,800.00
#	98	LANDSCAPE RESTORATION - FIELD OF DREAMS SEED MIX (INTERSEEDING)	ACRE	9.6	$ 7,000.00	$ 67,200.00	$ 2,900.00	$ 27,840.00	$ 3,200.00	$ 30,720.00	$ 4,500.00	$ 43,200.00	$ 11,000.00	$ 105,600.00
#	99	LANDSCAPE RESTORATION - SODDING (SPRINGDALE PARK)	SQ YD	2000	$ 12.00	$ 24,000.00	$ 14.00	$ 28,000.00	$ 18.00	$ 36,000.00	$ 19.00	$ 38,000.00	$ 22.50	$ 45,000.00
#	100	LANDSCAPE RESTORATION - SUPPLEMENTAL WATERING	UNIT	1700	$ 20.00	$ 34,000.00	$ 10.00	$ 17,000.00	$ 1.00	$ 1,700.00	$ 50.00	$ 85,000.00	$ 0.01	$ 17.00
#	101	MISCELLANEOUS ADDITIONS AT THE VILLAGE'S DISCRETION	UNIT	150000	$ 1.00	$ 150,000.00	$ 1.00	$ 150,000.00	$ 1.00	$ 150,000.00	$ 1.00	$ 150,000.00	$ 1.00	$ 150,000.00
#	102	PARKWAY RESTORATION - SODDING	SQ YD	3607	$ 15.00	$ 54,105.00	$ 14.00	$ 50,498.00	$ 27.00	$ 97,389.00	$ 19.00	$ 68,533.00	$ 22.50	$ 81,157.50
#	103	PLAYER BENCHES	EACH	4	$ 2,500.00	$ 10,000.00	$ 2,900.00	$ 11,600.00	$ 3,200.00	$ 12,800.00	$ 2,380.00	$ 9,520.00	$ 745.00	$ 2,980.00
#	104	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	330	$ 110.00	$ 36,300.00	$ 120.00	$ 39,600.00	$ 116.00	$ 38,280.00	$ 138.00	$ 45,540.00	$ 129.00	$ 42,570.00
#	105	POST-CONSTRUCTION SEWER TELEVISING	FOOT	3700	$ 7.00	$ 25,900.00	$ 3.50	$ 12,950.00	$ 5.00	$ 18,500.00	$ 5.00	$ 18,500.00	$ 5.00	$ 18,500.00
#	106	PVC CASING PIPE, 16"	FOOT	10	$ 250.00	$ 2,500.00	$ 150.00	$ 1,500.00	$ 250.00	$ 2,500.00	$ 466.00	$ 4,660.00	$ 300.00	$ 3,000.00
#	107	RCP BULKHEAD, 54" EQRS.	EACH	1	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 1,880.00	$ 1,880.00	$ 6,600.00	$ 6,600.00
#	108	RCP PIPE FITTING (NO RISER), 54", GREATER THAN 10' DEPTH	EACH	1	$ 8,000.00	$ 8,000.00	$ 6,500.00	$ 6,500.00	$ 7,700.00	$ 7,700.00	$ 4,960.00	$ 4,960.00	$ 13,400.00	$ 13,400.00
#	109	RCP PIPE FITTING (WITH RISER), 54" (EQRS), 10' DEPTH OR LESS	EACH	3	$ 9,000.00	$ 27,000.00	$ 8,500.00	$ 25,500.00	$ 10,700.00	$ 32,100.00	$ 8,860.00	$ 26,580.00	$ 18,610.00	$ 55,830.00
#	110	RCP PIPE FITTING (WITH RISER), 54", 10' DEPTH OR LESS	EACH	4	$ 8,000.00	$ 32,000.00	$ 7,500.00	$ 30,000.00	$ 9,700.00	$ 38,800.00	$ 8,120.00	$ 32,480.00	$ 16,160.00	$ 64,640.00
#	111	RCP PIPE FITTING (WITH RISER), 54", GREATER THAN 10' DEPTH	EACH	4	$ 13,000.00	$ 52,000.00	$ 8,800.00	$ 35,200.00	$ 11,000.00	$ 44,000.00	$ 8,860.00	$ 35,440.00	$ 19,939.00	$ 79,756.00
#	112	RCP PIPE FITTING TRANSITION, 54" EQRS. TO 54", 10' DEPTH OR LESS	EACH	1	$ 7,000.00	$ 7,000.00	$ 8,500.00	$ 8,500.00	$ 12,000.00	$ 12,000.00	$ 8,760.00	$ 8,760.00	$ 18,608.17	$ 18,608.17
#	113	RELOCATE PLAY COURT	LSUM	1	$ 3,500.00	$ 3,500.00	$ 6,600.00	$ 6,600.00	$ 4,000.00	$ 4,000.00	$ 1,500.00	$ 1,500.00	$ 5,800.00	$ 5,800.00
#	114	SANITARY MANHOLE, DROP, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$ 18,000.00	$ 18,000.00	$ 11,000.00	$ 11,000.00	$ 8,400.00	$ 8,400.00	$ 13,680.00	$ 13,680.00	$ 12,000.00	$ 12,000.00
#	115	SANITARY MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	$ 8,500.00	$ 68,000.00	$ 9,200.00	$ 73,600.00	$ 6,600.00	$ 52,800.00	$ 6,890.00	$ 55,120.00	$ 7,000.00	$ 56,000.00
#	116	SANITARY SERVICE CONNECTION TO NEW SEWER	EACH	11	$ 2,000.00	$ 22,000.00	$ 1,400.00	$ 15,400.00	$ 1,700.00	$ 18,700.00	$ 5,520.00	$ 60,720.00	$ 1,500.00	$ 16,500.00
#	117	SANITARY SERVICE REPLACEMENT	FOOT	200	$ 100.00	$ 20,000.00	$ 53.00	$ 10,600.00	$ 80.00	$ 16,000.00	$ 116.00	$ 23,200.00	$ 60.00	$ 12,000.00
#	118	SANITARY SEWER, DUCTILE IRON, 8"	FOOT	63	$ 250.00	$ 15,750.00	$ 165.00	$ 10,395.00	$ 200.00	$ 12,600.00	$ 216.00	$ 13,608.00	$ 240.00	$ 15,120.00
#	119	SANITARY SEWER, PVC, 8"	FOOT	609	$ 200.00	$ 121,800.00	$ 101.00	$ 61,509.00	$ 85.00	$ 51,765.00	$ 156.00	$ 95,004.00	$ 165.00	$ 100,485.00
#	120	SANITARY SEWER, PVC, 8" (POINT REPAIR)	FOOT	15	$ 400.00	$ 6,000.00	$ 508.00	$ 7,620.00	$ 400.00	$ 6,000.00	$ 466.00	$ 6,990.00	$ 374.00	$ 5,610.00
#	121	SANITARY SEWERS, PVC (C900), 8"	FOOT	27	$ 250.00	$ 6,750.00	$ 115.00	$ 3,105.00	$ 400.00	$ 10,800.00	$ 198.00	$ 5,346.00	$ 225.00	$ 6,075.00
#	122	SHUT DOWN CONNECTION TO EXISTING 6" WATER MAIN	EACH	4	$ 5,000.00	$ 20,000.00	$ 6,500.00	$ 26,000.00	$ 8,500.00	$ 34,000.00	$ 3,360.00	$ 13,440.00	$ 9,750.00	$ 39,000.00
#	123	SHUT DOWN CONNECTION TO EXISTING 8" WATER MAIN	EACH	3	$ 6,250.00	$ 18,750.00	$ 6,800.00	$ 20,400.00	$ 9,000.00	$ 27,000.00	$ 3,690.00	$ 11,070.00	$ 11,000.00	$ 33,000.00
#	124	SITE DEWATERING	LSUM	1	$ 25,000.00	$ 25,000.00	$ 133,500.00	$ 133,500.00	$ 1.00	$ 1.00	$ 25,000.00	$ 25,000.00	$ 5,000.00	$ 5,000.00
#	125	STORM SEWERS, DUCTILE IRON, 30"	FOOT	32	$ 400.00	$ 12,800.00	$ 400.00	$ 12,800.00	$ 450.00	$ 14,400.00	$ 538.00	$ 17,216.00	$ 760.00	$ 24,320.00
#	126	STORM SEWERS, PVC (C900), 8"	FOOT	27	$ 150.00	$ 4,050.00	$ 130.00	$ 3,510.00	$ 210.00	$ 5,670.00	$ 126.00	$ 3,402.00	$ 315.00	$ 8,505.00
#	127	STORM SEWERS, PVC (C900), 12"	FOOT	125	$ 180.00	$ 22,500.00	$ 135.00	$ 16,875.00	$ 230.00	$ 28,750.00	$ 148.00	$ 18,500.00	$ 160.00	$ 20,000.00
#	128	STORM SEWERS, PVC (C900), 18"	FOOT	62	$ 225.00	$ 13,950.00	$ 175.00	$ 10,850.00	$ 250.00	$ 15,500.00	$ 191.00	$ 11,842.00	$ 340.00	$ 21,080.00
#	129	STORM SEWERS, PVC (C900), 24"	FOOT	98	$ 300.00	$ 29,400.00	$ 225.00	$ 22,050.00	$ 290.00	$ 28,420.00	$ 321.00	$ 31,458.00	$ 360.00	$ 35,280.00
#	130	STORM SEWERS, PVC, 18"	FOOT	52	$ 200.00	$ 10,400.00	$ 155.00	$ 8,060.00	$ 250.00	$ 13,000.00	$ 181.00	$ 9,412.00	$ 235.00	$ 12,220.00
#	131	STORM SEWERS, PVC, 24"	FOOT	30	$ 250.00	$ 7,500.00	$ 210.00	$ 6,300.00	$ 290.00	$ 8,700.00	$ 271.00	$ 8,130.00	$ 800.00	$ 24,000.00
#	132	TEMPORARY PATCHING (COLD PATCH)	SQ YD	750	$ 30.00	$ 22,500.00	$ 20.00	$ 15,000.00	$ 23.00	$ 17,250.00	$ 26.00	$ 19,500.00	$ 30.00	$ 22,500.00
#	133	TEMPORARY STONE	LSUM	1	$ 40,000.00	$ 40,000.00	$ 25,000.00	$ 25,000.00	$ 1.00	$ 1.00	$ 60,000.00	$ 60,000.00	$ 2,500.00	$ 2,500.00
#	134	TREES	EACH	9	$ 800.00	$ 7,200.00	$ 900.00	$ 8,100.00	$ 970.00	$ 8,730.00	$ 1,100.00	$ 9,900.00	$ 665.00	$ 5,985.00
#	135	UNDERDRAIN CLEANOUT	EACH	15	$ 900.00	$ 13,500.00	$ 500.00	$ 7,500.00	$ 900.00	$ 13,500.00	$ 810.00	$ 12,150.00	$ 100.00	$ 1,500.00
#	136	WATER SERVICE - FURNISHING 6-MONTH WATER FILTER	EACH	1	$ 100.00	$ 100.00	$ 400.00	$ 400.00	$ 200.00	$ 200.00	$ 4,000.00	$ 4,000.00	$ 500.00	$ 500.00
#	137	WATER SERVICE (LEAD) - INTERIOR RESTORATION	EACH	4	$ 3,500.00	$ 14,000.00	$ 1,500.00	$ 6,000.00	$ 500.00	$ 2,000.00	$ 6,500.00	$ 26,000.00	$ 500.00	$ 2,000.00
#	138	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT	FOOT	160	$ 170.00	$ 27,200.00	$ 155.00	$ 24,800.00	$ 150.00	$ 24,000.00	$ 116.00	$ 18,560.00	$ 84.00	$ 13,440.00
#	139	WATER SERVICE REPLACEMENT, LONG SIDE (1.5" DIA. OR LESS)	EACH	15	$ 5,500.00	$ 82,500.00	$ 5,800.00	$ 87,000.00	$ 4,900.00	$ 73,500.00	$ 5,290.00	$ 79,350.00	$ 4,750.00	$ 71,250.00
#	140	WATER SERVICE REPLACEMENT, SHORT SIDE (1.5" DIA. OR LESS)	EACH	15	$ 4,500.00	$ 67,500.00	$ 3,800.00	$ 57,000.00	$ 3,500.00	$ 52,500.00	$ 4,360.00	$ 65,400.00	$ 4,000.00	$ 60,000.00
					TOTAL:	**$ 5,803,640.00**		**$ 5,188,313.00**		**$ 5,382,504.20**		**$ 6,085,327.84**		**$ 6,384,000.00**

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 2025

AGENDA ITEM D.15.

To: Public Works and Water Committee
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance
RE: Woodland Avenue Reconstruction Project - Amendment #1 to a professional services agreement with HR Green for Design Engineering Services

Recommendation

Consider a recommendation to approve amendment #1 to the Woodland Avenue Design Engineering Professional Services Agreement with HR Green in an amount not to exceed $29,500.

Summary

In 2023 the Village contracted with engineering consultant HR Green to complete design engineering of the Woodland Avenue Reconstruction project. The scope of work included the development of construction plans for the reconstruction of Woodland Avenue between Burlington Avenue and 47th Street. The proposed project includes reconstruction of the roadway with new concrete pavement, installation of new separate storm sewers, replacement of the existing water main and water service lines, and the rehabilitation of the existing combined sewer which will remain in service. The plans are currently 90% complete. The HR Green approved contract fee for the work is $101,225.

This construction of this project was identified as a critical project ani the Capital Plan. Staff is recommending the project plans be finalized by HR Green so the project can go to bid and possibly begin construction in 2025. In order to complete the engineering plans for the project additional funds are needed. During the design phase completed in 2023, several design components required increased hours than was anticipated. To bring the design from 90% to 100% and prepare budget documents, the amended contract is necessary.

The detailed amendment proposal is being finalized and and will be presented at the meeting. The fee for the amendment is expected to be $29,500. The formal amendment proposal from HR Green will be included in the agenda packet for the April 14, 2025 Board Meeting. To fund the proposed contract amendment, a budget amendment would be needed. That item will be presented to the Finance Committee for review and consideration.

Financial Impact

Account 4102375-50331

Fund Roadway - Design Engineering
2025 Budget $10,000
Amendment #1 fee: $29,500

Recommended Motion

I move to recommend to the Village Board the approval of amendment #1 to the Woodland Avenue Design Engineering Professional Services Agreement with HR Green in an amount not to exceed $29,500.

Strategic Plan Alignment

This project aligns with the infrastructure improvements goal of the Village's Strategic Plan

File Attachments

None

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 8, 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: Water System Update

Recommendation

This is an administrative update for items related to the water system.

Summary

Hydrant Flushing

On Monday, April 7, 2025, Public Works will begin the annual hydrant flushing and inspections throughout the Village. The Timber Trails and Ridgewood Oaks subdivisions will not be flushed as they are supplied with water from the La Grange Highlands Sanitary District. A copy of the flushing card that was mailed to the residents is attached. Pending no emergencies or inclement weather to affect the scheduling, all hydrant flushing will conclude on Wednesday, May 7, 2025.

Phase II LSLR

Municipal Services has submitted the loan nomination form to the IEPA for its phase II lead service line replacement plan. The Village and HR Green have increased its estimate for 45 lead replacements in 2026 at a cost of $1,281,826.00. Western Springs should receive the list of all projects approved for funding from the IEPA in July.

2026

Number of Service lines	45
Construction Phase	$1,010,000.00
Construction Engineering Phase	$82,800.00
Design Phase	$69,083.00
Contingency	$101,000
Prebid Estimate	$1,262,883
Construction Period Interest	$18,943.25

Total Project Cost with Construction Period Interest $1,281,826

Water Treatment Plant Open House

On Wednesday, May 7, 2025, the Water Treatment Plant will open its doors to the community between 6:00-7:30 PM for those interested in viewing the equipment and process in the treatment of our water. Activities will include a tour of the plant, a taste test vs. Lake Michigan vs. bottled water, and a hands-on demonstration with analyzing equipment used in water quality monitoring.

Eaton 1600 Amp Breaker Failure

Between the dates of February 16 - March 05, 2025, the Water Treatment Plant experienced some mechanical issues with the 1600 Amp breaker which is the main breaker for the Water Treatment Plant. The plant was fortunate to run on generator for a total of 5 days during that stretch while various contractors and ComEd were brought in to address the problem. Eaton Electrical Services and Systems was able to provide a temporary spare breaker in place of the existing breaker until a new breaker can be installed. We are expecting to have the new breaker installed in June as acquiring a breaker manufactured from Eaton is approximately six weeks out. At the time Eaton was on site, the transformer which the Village owns, was tested and confirmed that there was no issue with the secondary voltages.

Emergency operations during this event totaled $15,387.00. The new breaker with installation will total $13,299.00.

Financial Impact

Recommended Motion

Strategic Plan Alignment

File Attachments

1. hydrant flushing mailing

2025
FIRE HYDRANT FLUSHING

Hydrant flushing will begin **Monday, April 7, 2025**. The purpose of this procedure is to ensure there is adequate water pressure to the fire hydrants. The flushing will be done from 8 a.m. to 4 p.m.

Old Town North	April 7-8	Springdale	April 23, 24, 25
Old Town South	April 9-10	Fairview Estates/Commonwealth	April 28, 29
Field Park	April 14, 15, 16	Forest Hills	April 30, May 1, 2
Ridge Acres	April 21, 22	Ridgewood & Heritage Estates	May 5, 6, 7

Timber Trails and Ridgewood Oaks are not included in this flushing

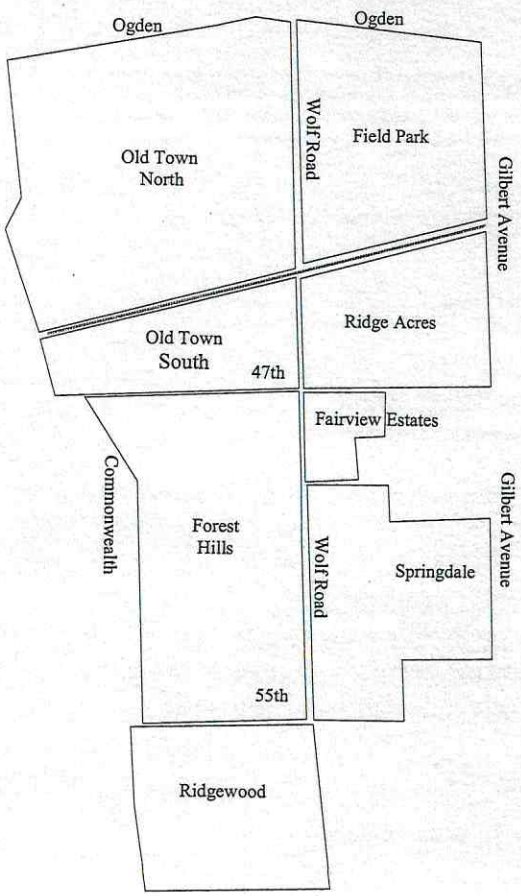
Residents may notice discoloration of the water when the flushing takes place. If you experience discoloration, run the cold water from a fixture that is located on the lowest level of the house until the water runs clear. Avoid doing laundry or using the dishwasher until the water runs clear.

Due to the water mains being "looped" or interconnected, there is no control over sediment or discoloration in the water in areas not being directly tested. If you notice discolored water in your area, please refrain from using the water until it runs clear. **Dates are an anticipated time frame. Responses to emergency calls may alter the schedule.**

For schedule updates visit www.wsprings.com.

If you experience low water pressure on a faucet in your home, remove the aerator/screen to clean any debris that may have accumulated.

Village of Western Springs



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Fire Hydrant Flushing

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