



AGENDA

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025 at 7:00 PM

Village Board Room 740 Hillgrove Avenue, Western Springs, IL 60558

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Phil Nawrocki, Trustee

James Tyrrell, Trustee

4. Citizen Comments

5. Commissioner Appointments and Reappointments

A. Reappointment of Ryan DeProsperis to the Plan Commission for a three-year term.

B. Reappointment of Tim Holewczynski to the Economic Development Commission for a three-year term.

C. Reappointment of Mark Mitchell to the Economic Development Commission for a three-year term.

D. Reappointment of Jordan Myers to the Liquor Control Commission for a three-year term.

E. New Appointment of Caleb Copeland to the Economic Development Commission for a three-year term.

F. New Appointment of Robert Burtker to the Board of Zoning Appeals for a five-year term.

These appointments and reappointments will be on the April 28, 2025 omnibus for consideration.

6. General Government Committee Report

A. [Previously discussed] Amendment to Consulting Services with MGT Impact Solutions, LLC (For Consideration Under Old Business)

7. Finance Committee Report

A. Budget Amendment: Engineering Services - HR Green Design Engineering Woodland Ave

B. Bond Sale Ordinance for Stormwater System

8. Planning and Zoning Committee Report

- A. PC-2024-02 – McNaughton Development, LLC 5600 Wolf Road, Heritage Crossing, Major Amendment to a Planned Development, Major Change

9. Public Works & Water Committee Report

- A. Springdale Drainage Improvement Project - Contract Award to Performance Construction & Engineering (For consideration under New Business)
- B. National Public Works Week Proclamation for May 18-24, 2025
- C. National Drinking Water Week Proclamation May 4-10, 2025
- D. 2025 Touch-a-Truck Flyer
- E. Lead Service Line Replacement Phase 1 CY24-25 - L17-3761: Construction - Bid Recommendation
- F. 2025 Fire Hydrant Sandblasting and Painting - Bid Recommendation
- G. Vendor Contract with Water Resources, Inc. for Water Meter Installation
- H. Engineering Proposal - Well #3 & #4 Assessment and Well #1 Abandonment and Maintenance Study
- I. Ziebell Fire Hydrant Purchase
- J. Forest Hills Sidewalk Improvements - East side of Grand Avenue from 51st Street to 55th Street - Contract Award to Davis Concrete Construction Company
- K. Forest Hills Sidewalk Improvements - East side of Grand Avenue from 51st Street to 55th Street - Construction Observation Professional Services Agreement with V3 Companies
- L. 2025 Asphalt Street Resurfacing and Skip Patching Program - MFT Resolution BLR 09110
- M. 2025 Asphalt Street Resurfacing and Skip-Patching Program - Update
- N. [Previously Discussed] Lead Service Line Replacement Phase Revised Ordinance – Authorizing the Village to Borrow Funds
(For Consideration Under Old Business)
- O. [Previously discussed] Beary Landscaping Proposal - Seat Wall and Hardscape at Burlington Avenue and Grand Avenue (For Consideration Under Old Business)
- P. Woodland Avenue Reconstruction Project - Amendment #1 to a professional services agreement with HR Green for Design Engineering Services

10. Properties & Recreation Committee Report

- A. Public Works and Recreation Building Fence Replacement Bid Recommendation
- B. Declaration of Surplus Property - Vehicles

C. Change Order No.1 to the contract with NPN Flooring Installation for the Grand Avenue Community Center Flooring Replacement

D. ROW Sale - 5150 Woodland Avenue

11. Public Health & Safety Committee Report

12. Consideration of and Action on Agenda Items

13. New Business

14. Old Business

Ordinance No. 25-3257

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 services lines within the Village of Western Springs.

Motion to approve.

Second to the motion.

Roll call vote.

Ordinance No. 25-3258

An Ordinance providing for the issuance of not to exceed \$6,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2025, of the Village of Western Springs, Cook County, Illinois, for the purpose of paying the costs of improving the Village's stormwater system to alleviate flooding in the Village, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

Motion to approve.

Second to the motion.

Roll call vote.

Ordinance No. 25-3259

An Ordinance approving a waiver of certain planned development submission requirements and a major amendment to the Village-approved final plans of the conditional use permit for a planned development issued for the 29 unit Heritage Crossing Townhome Development located at 5600 South Wolf Road property to authorize the use of a revised Stormwater Drainage Plan.

Motion to approve.

Second to the motion.

Roll call vote.

Resolution No. 25-2894

A Resolution approving and authorizing an amendment to the employee leasing agreement between the Village of Western Springs and MGT Impact Solutions, LLC to retain the full services of a Part-Time Recreation Consultant.

Motion to approve.

Second to the motion.

Roll call vote.

Resolution No. 25-2895

A Resolution approving the waiver of the competitive bidding process in lieu of purchase from an available, experienced and qualified vendor, and authorizing the approval and execution of a vendor contract dated April 14, 2025 to be entered into with Beary Landscape Services, Inc. of Lockport, Illinois for the completion of hardscape and seat wall improvements at Grand Avenue and Burlington Avenue, and authorizing the expenditure of Downtown South Tax Increment Financing (TIF) district funds in an amount not-to-exceed \$22,373.24 to pay for the work.

Motion to approve.

Second to the motion.

Roll call vote.

Resolution No. 25-2897

A Resolution accepting the low bid and authorizing the execution of a construction contract between the Village of Western Springs and low bidder Performance Construction & Engineering, LLC. of Plano, Illinois for the construction of the Springdale Drainage Improvements in Western Springs, Illinois.

Motion to approve.

Second to the motion.

Roll call vote.

15. Reports

- A. Monthly Financial Report (Trustee Chen)
- B. Village President Rudolph
- C. Village Manager Baer
- D. Village Attorney Jurusik

16. Closed Meeting

17. 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.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 6.A.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager

RE: [Previously discussed] Amendment to Consulting Services with MGT Impact Solutions, LLC
(For Consideration Under Old Business)

Recommendation

The General Government Committee reviewed this item at their meeting on April 9, 2025 and recommended the Village Board consider a recommendation to approve and authorize an amendment to the employee leasing agreement between the Village of Western Springs and MGT Impact Solutions, LLC to retain the full services of a Part-Time Recreation Consultant.

Summary

The Village of Western Springs entered into an agreement with MGT Impact Solutions, LLC for Human Resources Project Management services in January. The agreement included an exhibit outlining Human Resources Project management, with an expectation of adding additional consulting services in 2025. Attached for consideration is an exhibit amending the agreement with MGT Impact Solutions, LLC., formerly known as GovTemps USA, for the added use of special event and recreation consulting services with MGT consultant Nancy A. Flores. Consulting services will include special projects, special event management, and other administration assistance.

Financial Impact

Account 1201100
Fund 50100
2025 Budget \$10,000
Project Cost As required

Recommended Motion

I move to approve and authorize an amendment to the employee leasing agreement between the Village of Western Springs and MGT Impact Solutions, LLC to retain the full services of a Part-Time Recreation Consultant.

Strategic Plan Alignment

- Organizational Development

File Attachments

1. Resolution 25-2869 - Employment Agreement with MGT
2. Resolution No. 25-____ re Amendment of Employee Leasing Agreement with MGT Impact Solutions LLC for Recreation Consultant
3. Exhibit B - Nancy Flores

RESOLUTION NO. 25-2869

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN EMPLOYEE LEASING AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC
TO RETAIN THE SERVICES OF A PART-TIME HR PROJECT MANAGER**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village Board" or "Village") and MGT Impact Solutions, LLC (the "Consultant") desire to enter into the attached agreement titled "EMPLOYEE LEASING AGREEMENT" between the Village of Western Springs and Mgt Impact Solutions, LLC to retain the Services of a part-time HR Project Manager (the "Agreement") to retain the services of an HR Project Manager to work for the Village on a part-time basis. This HR Project Manager position is currently filled by Stephana Przybylski (the "Assigned Employee"), who is an employee of the Consultant and who has worked in this capacity for the Village as an employee of the Consultant in prior years. A copy of the Agreement is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, the Agreement provides for a term of temporary employment from January 6, 2025 to January 2, 2026 (the "Term"), and contemplates that the Assigned Employee will perform on average approximately ten (10) hours of work per week for the Village. The "Base Compensation", as defined in the Agreement, that is payable to the Consultant for each hour worked by the Assigned Employee under the Agreement, is \$105.85 per hour. The Base Compensation is paid by the Village to the Consultant only for those hours worked by the Assigned Employee as set forth in Exhibit "A" of the Agreement; and

WHEREAS, the Consultant desires to enter into the attached Agreement for the purpose of providing the services customarily associated with the position of an HR Project Manager in accordance with the terms, provisions and conditions set forth in the attached Agreement; and

WHEREAS, at an open public meeting held on January 9, 2025, the Village's General Government Committee ("Committee") reviewed and discussed the Agreement, and received input and a recommendation from the Village staff to enter into the Agreement, and provided an opportunity for public input on the matter. At its January 9, 2025 meeting, the Committee recommended that the Village Board follow the Village staff's recommendation to approve and enter into the Agreement; and

WHEREAS, at open public meetings held on January 13, 2025 and January 27, 2025, the President and Board of Trustees of the Village reviewed and discussed the Agreement and received input from the Committee and Village staff and provided an opportunity for public input on the matter. At its January 27, 2025 Regular Meeting, the President and Board of Trustees of the Village accepted the recommendations of the Committee and Village staff to approve and enter into the attached Agreement; and

WHEREAS, pursuant to their constitutional and statutory authority and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including 65 ILCS 5/8-1-7(b), the President and Board of Trustees of the Village find that it is protective of the health, welfare and safety of and in the best interests of the Village and its residents, local businesses, property owners and the public to approve and enter into the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village approve the attached Agreement, substantially in the form attached hereto as **Exhibit "1"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and such other documents as are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Agreement, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the attached Agreement.

SECTION 4: Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents. After approval of this Resolution, the President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the Agreement to the Consultant for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 27th day of January 2025, pursuant to a roll call vote as follows:

AYES: Avakian, Chen, Rudolph, Fink, Nawrochi, Tyrrell

NAYS: _____

ABSENT: _____

APPROVED this 27th day of January 2025, by the President and Board of Trustees and attested by the Village Clerk on the same day.


Heidi Rudolph, Village President

ATTEST:


Edward Tymick, Village Clerk

Exhibit "1"

**EMPLOYEE LEASING AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC
TO RETAIN THE SERVICES OF A PART-TIME HR PROJECT MANAGER**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 25-2869

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN EMPLOYEE LEASING AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC
TO RETAIN THE SERVICES OF A PART-TIME HR PROJECT MANAGER**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 27th day of January, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of January, 2025.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

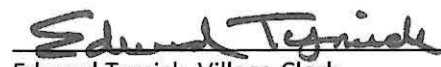
AYES: Arakian, Chen, Rudolph, Nawrothi, Lewis, Tyrrell

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing 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 27th day of January, 2025.


Edward Tymick, Village Clerk

[SEAL]



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **Village of Western Springs** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with applicable federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense

incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO MGT

Section 3.01. The Client will pay MGT fees for the services provided under this Agreement as fully identified in Exhibit A, as amended.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s) and agrees to respond to or defend against any such losses. The Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the

Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7

DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this

Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County. Venue and jurisdiction for any action under this Agreement is Cook County. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.



SECTION 10 NOTICES

SECTION 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us

If to Client:

VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue
Western Springs, Illinois 60588
Attn: Ellen Baer
708-927-7211 - ebaer@wsprings.com

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTIVE DATE: January 6, 2025

CLIENT

By Heidi Rudolph
Name: Heidi Rudolph
Title: Village President



EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Stephana Przybylski

POSITION/ASSIGNMENT: HR Project Manager

TERM OF POSITION: January 6, 2025 – January 2, 2026

BASE COMPENSATION: \$105.85/hour. Employee is paid only for hours worked. Work hours per week will vary but are anticipated to average no more than 10 hours/week. Work hours performed for the week should be reported to MGT on the Monday following the prior work week.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CLIENT:

By:  _____

By:  _____

Date: 2/13/2025

Date: 1-31-2025

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

DRAFT 4.9.2025
RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: April 14, 2025.

A RESOLUTION APPROVING AND AUTHORIZING
AN AMENDMENT TO THE EMPLOYEE LEASING
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND MGT IMPACT
SOLUTIONS, LLC TO RETAIN THE SERVICES OF A
PART-TIME RECREATION CONSULTANT

WHEREAS, on January 27, 2025 the President and Board of Trustees of the Village of Western Springs (the "Village Board" or "Village") and MGT Impact Solutions, LLC (the "Consultant") passed Resolution No. 25-2869 authorizing the attached agreement entitled "EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC" (the "Agreement") to retain the services of an HR Project Manager to work for the Village on a part-time basis. A copy of the Agreement is attached hereto as part of **Group Exhibit "1"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village and the Consultant now desire to enter into an amendment to the Agreement to retain the services of a Recreation Consultant to work for the Village on a part-time basis. This Recreation Consultant position will be filled by Nancy Flores (the "Assigned Employee"), who is an employee of the Consultant. A copy of the Amendment to the Agreement ("Amendment") is attached hereto as part of **Group Exhibit "1"** and made a part hereof; and

WHEREAS, the Amendment provides for a term of temporary employment from April 14, 2025 to January 2, 2026 (the "Term"), and contemplates that the Assigned Employee will perform on average approximately twenty (20) hours of work per week for the Village. The "Base Compensation", as defined in the Amendment, that is payable to the Consultant for each hour worked by the Assigned Employee under the Amendment is \$98.60 per hour. The Base Compensation is paid by the Village to the Consultant only for those hours worked by the Assigned Employee as set forth in **Exhibit "B"** of the Amendment; and

WHEREAS, the Consultant desires to enter into the attached Amendment for the purpose of providing the services customarily associated with the position of a Recreation Consultant in accordance with the terms, provisions and conditions set forth in the attached Amendment; and

WHEREAS, at open public meetings held on March 6, 2025 and April 9, 2025, the Village's General Government Committee ("Committee") reviewed and discussed the Amendment, received input from Village staff and provided an opportunity for public input on the matter. At its April 9, 2025 meeting, the Committee recommended that the Village Board approve the Amendment; and

WHEREAS, at open public meetings held on March 24, 2025 and April 14, 2025, the President and Board of Trustees of the Village reviewed and discussed the Amendment and received input from the Committee and Village staff and provided an opportunity for public input on the matter. At its April 14, 2025 Regular Meeting, the President and Board of Trustees of the Village accepted the recommendations of the Committee and Village staff to approve and enter into the attached Amendment; and

WHEREAS, pursuant to their constitutional and statutory authority and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including 65 ILCS 5/8-1-7(b), the President and Board of Trustees of the Village find that it is protective of the health, welfare and safety of and in the best interests of the Village and its residents, local businesses, property owners and the public to approve and enter into the attached Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution of Amendment and Other Related Documents. The President and Board of Trustees of the Village approve the attached Amendment to the Agreement, substantially in the form attached hereto as **Group Exhibit “1”**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and such other documents as are necessary to fulfill the Village’s obligations under the Amendment. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village’s obligations under the Amendment.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village’s financial obligations under the Amendment, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village’s obligations under the attached Amendment.

SECTION 4: Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents. After approval of this Resolution, the President and Board of Trustees of the Village direct the Village Clerk’s Office to forward a certified copy of this Resolution and a fully executed copy of the Amendment to the Consultant for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 14th day of April, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 14th day of April, 2025, by the President and Board of Trustees and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "1"

EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC

and

**AMENDMENT TO THE EMPLOYEE LEASING AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC
TO RETAIN THE SERVICES OF A PART-TIME RECREATION CONSULTANT**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING
AN AMENDMENT TO THE EMPLOYEE LEASING AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC
TO RETAIN THE SERVICES OF A PART-TIME RECREATION CONSULTANT**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 14th day of April, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 14th day of April, 2025.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes 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 Resolution, of which the foregoing 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]

EXHIBIT B
Assigned Employee and Base Compensation

Master Agreement Effective Date: January 13, 2025

ASSIGNED EMPLOYEE: Nancy Flores

POSITION/ASSIGNMENT: Temporary Parks and Recreation Manager

TERM OF POSITION: April 14, 2025 – January 2, 2026

BASE COMPENSATION: \$98.60/hour. Employee is paid only for hours worked. Work hours per week will vary but are anticipated to average about twenty (20) /week. Work hours performed for the week should be reported to MGT and client by the end of the work week.

OTHER-PAID TIME OFF: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CLIENT:

By:_____

By:_____

Date:_____

Date:_____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 7.A.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

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

RE: Budget Amendment: Engineering Services - HR Green Design Engineering Woodland Ave

Recommendation

The Finance Committee reviewed this item at their meeting on April 7, 2025, and recommended the approval of a Budget Amendment in the Roadway Construction Fund in the amount of \$19,500.

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 in 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, an amended contract is necessary.

The detailed amendment proposal is being finalized and will be presented at the Public Works and Water Committee 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 in the amount of **\$19,500** would be needed.

Financial Impact

Account 4102375-50331

Fund Roadway Construction Fund - Design Engineering

2025 Budget \$10,000

Project Cost \$29,500

Recommended Motion

I move to approve a budget amendment in the amount of \$19,500 to complete the Design Engineering of the Woodland Avenue project.

Strategic Plan Alignment

- Infrastructure Improvements

File Attachments

1. Budget Transfer Request - Design Woodland Ave

VILLAGE OF WESTERN SPRINGS BUDGET TRANSFER/AMENDMENT FORM						FINANCE USE ONLY:	
Requested by: <u>Jeff Koza</u>						APPROVED:	
Date: <u>04/03/25</u>							
FROM ACCOUNT: (decrease)			TO ACCOUNT: (increase)			Village Manager	Date
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Director of Finance	Date
			4102375-50331	Design Engineering	\$19,500		
REASON:			REASON: Amendment #1 to HR Green contract for			DATE ENTERED	
			design engineering of Woodland Ave project			____/____/____	
						By: _____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Resolution Required:	
						Yes _____	
REASON:			REASON:			Resolution # _____	
						No _____	
						Budget Transfer #	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Page ____ of ____	
REASON:			REASON:				
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT		
REASON:			REASON:				



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 7.B.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Bond Sale Ordinance for Stormwater System

Recommendation

I move to approve an Ordinance providing for the issuance of not to exceed \$6,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2025, of the Village of Western Springs, Cook County, Illinois, for the purpose of paying the costs of improving the Village's stormwater system to alleviate flooding in the Village, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

Summary

The Village Board of Trustees adopted Ordinance 25-3247, on February 24, 2025, authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) for the purpose of paying the costs of improving the Village's stormwater system. The total amount of bonds in the ordinances was a not to exceed \$9,500,000.

The Bond Sale for the first issuance of these bonds was anticipated to be April 14, 2025, in the amount of approximately \$5.7 million, to fund the Springdale Drainage Improvement project.

The announcements of tariffs on April 2nd caused the stock market to significantly decline, starting the following day. This severely impacted the bond market as investors were fleeing stocks to other investment options. The volatility of the market has had a negative impact on expected municipal bond sales, increasing interest rates by 50 basis points, or 0.5%. The cost of the increase within the past 7 days to this specific bond sale is estimated to be over \$500,000 over the life of the bonds.

Staff has been working closely with its Financial Advisors and Bond Counsel, and it is recommended that the Bond Sale originally planned for April 14, 2025 be postponed. Alternately, an ordinance may be approved to set parameters of the Bond sale, which would allow the sale to happen when market conditions improve, if the sale falls within the set parameters. This would allow some flexibility of when the sale can occur and not be directly restricted to days of Village Board meetings.

Financial Impact

Recommended Motion

I move to approve an Ordinance providing for the issuance of not to exceed \$6,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2025, of the Village of Western Springs, Cook County, Illinois, for the purpose of paying the costs of improving the Village's stormwater system to alleviate flooding in the Village, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

Strategic Plan Alignment

File Attachments

1. Western Springs - ARB Bond Ordinance Stormwater Fee (nm param) 4909-3985-6948 v329

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, held at the Village Hall, 740 Hillgrove Avenue, in said Village, at 7:00 p.m., on the 14th day of April, 2025.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, Heidi Rudolph, the President, and the following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the next item for consideration was an ordinance providing for the issuance of not to exceed \$6,000,000 general obligation bonds (alternate revenue source) to be issued by the Village pursuant to the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois to pay the costs of improving the Village’s stormwater system to alleviate flooding in the Village, said bonds being alternate revenue bonds (being general obligation bonds for which real property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the Village’s stormwater utility fee), and that the President and Board of Trustees would consider the adoption of said ordinance providing for the issue of said

bonds and the levy of a direct annual tax to pay the principal and interest thereon. The President then explained that the ordinance sets forth the parameters for the issuance of said bonds and sale thereof by designated officials of the Village and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

WHEREUPON Trustee _____ presented and the Village Clerk made available to the Trustees and interested members of the public, complete copies of an ordinance entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2025, of the Village of Western Springs, Cook County, Illinois, for the purpose of paying the costs of improving the Village's stormwater system to alleviate flooding in the Village, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

(the "*Bond Ordinance*").

Trustee _____ then moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

ORDINANCE NO. 25-3258

AN ORDINANCE providing for the issuance of not to exceed \$6,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2025, of the Village of Western Springs, Cook County, Illinois, for the purpose of paying the costs of improving the Village's stormwater system to alleviate flooding in the Village, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Western Springs, Cook County, Illinois (the "*Village*"), is a duly organized and existing municipality and unit of local government of the State of Illinois, and is operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (the "*Municipal Code*"); and

WHEREAS, the Village operates a stormwater system (the "*System*") for the purpose of alleviating flooding in the Village and

WHEREAS, the Village has conducted numerous public meetings during 2020, 2021, 2022 and 2023 and completed a rate study that identified sources and uses of funding to complete capital improvements to maintain, enhance and expand the Village's storm water drainage system required to alleviate flooding in the Village including the Springdale Drainage Improvement Project, the Ridgewood Drive Stormwater Improvement Project and other stormwater projects (the "*Stormwater Projects*"); and

WHEREAS, on May 8, 2023, the President and Board of Trustees of the Village (the "*Board*") adopted Ordinance No. 23-3133, amending Title 8 (Public Ways and Property), Chapter 10 (Water and Sewer Charges Regulations) of the Western Springs Municipal Code to add a new Section 8-10-5 (Stormwater Utility Fee Regulations), to implement a stormwater utility fee (the "*Stormwater Fee*") to fund the Stormwater Projects; and

WHEREAS, the Stormwater Fee has been assessed on System utility bills received on and after July 1, 2023; and

WHEREAS, the Board has determined that it is advisable, necessary and in the best interests of the Village to pay costs of the Stormwater Projects; and

WHEREAS, the Project constitutes a lawful corporate purpose within the meaning of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, the estimated costs of the Stormwater Projects, including legal, financial, bond discount, printing and publication costs, and other expenses, is approximately \$30,000,000 and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, the Board has determined that in order to pay the costs of the Project, it is necessary and in the best interests of the Village to borrow the sum of not to exceed \$6,000,000 and issue bonds of the Village therefor; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, whenever there exists a revenue source, the Village is authorized to issue “alternate bonds,” being general obligation bonds payable from such revenue source (“*Alternate Bonds*”); and

WHEREAS, the Board, on the 24th day of February, 2025, adopted Ordinance No. 25-3247 (the “*Authorizing Ordinance*”), authorizing the issuance of certain Alternate Bonds, being general obligation bonds payable from revenue sources as provided by the Debt Reform Act, in an amount not to exceed \$9,500,000 for the Project; and

WHEREAS, on the 6th day of March, 2025, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the *Suburban Life*, a paper having a general circulation in the Village, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice has heretofore been presented to the Board and made a part of the permanent records of the Village; and

WHEREAS, no petition has ever been filed with the Village Clerk requesting that the question of the issuance of the Alternate Bonds for the Project be submitted to referendum; and

WHEREAS, the Alternate Bonds to be issued will be the Stormwater Fee (the “*Pledged Revenues*”) and, to the extent the Pledged Revenues are insufficient to pay the Alternate Bonds, from ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount (the “*Pledged Taxes*”); and

WHEREAS, the Village does not have outstanding any obligations payable from the Pledged Revenues; and

WHEREAS, the Board has heretofore determined and does hereby determine that the Pledged Revenues will be sufficient to provide or pay in each year to final maturity of the proposed Alternate Bonds an amount not less than 1.25 times debt service of the Alternate Bonds; and

WHEREAS, such determination of the sufficiency of the Pledged Revenues is supported by reference to the most recent audit of the Village, for the fiscal year ended December 31, 2023 (the “*Audit*”), which Audit (i) has been presented to and accepted by the Board, (ii) is now on file with the Village Clerk and (iii) is for a fiscal year ending not earlier than 18 months previous to the time of the issuance of the proposed Alternate Bonds; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the President of the Village (the “*President*”), on the 11th day of March, 2024, called a public hearing (the “*Hearing*”) for the 22nd day of April, 2024, concerning the intent of the Board to sell the Alternate Bonds; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Suburban Life*, the same being a newspaper of general circulation in the Village, and (ii) by posting at least 72 hours

before the Hearing a copy of said notice at the principal office of the Board, which notice was continuously available to the public for the 72-hour period preceding the Hearing; and

WHEREAS, the Hearing was held on the 22nd day of April, 2024, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 22nd day of April, 2024, and not less than seven (7) days have passed since the final adjournment of the Hearing; and

WHEREAS, the Board has been authorized to issue the Alternate Bonds to the amount of \$9,500,000 in accordance with the provisions of the Debt Reform Act and the Authorizing Ordinance; and the Village has not previously issued any of the Alternate Bonds thereby authorized; and

WHEREAS, the Board hereby determines that it is necessary and advisable that there be issued not to exceed \$6,000,000 of the Alternate Bonds so authorized at this time; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Limitation Law*"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the Village, but provides that the definition of "aggregate extension" contained in Section 18-185 of the Limitation Law does not include "extensions made for payments of principal and interest on bonds issued under Section 15 of the Local Government Debt Reform Act"; and

WHEREAS, the Board does hereby find and determine that the Alternate Bonds proposed to be issued hereunder are being issued pursuant to Section 15 of the Debt Reform Act; and

WHEREAS, the County Clerk of The County of Cook, Illinois (the "*County Clerk*"), is therefore authorized to extend and collect said direct annual ad valorem tax so levied for the payment of the Alternate Bonds, as alternate bonds, without limitation as to rate or amount; and

NOW THEREFORE 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 Board hereby find that the recitals contained in the preambles to this Ordinance are true and correct and do hereby incorporate them into this Ordinance by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interest of the Village for the Village to undertake the Project and to issue the hereinafter defined Bonds to enable the Village to pay the costs thereof. The Audit is hereby accepted and approved by the Board.

Section 3. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$9,500,000 upon the credit of the Village and as evidence of such indebtedness to issue Alternate Bonds of the Village to said amount, the proceeds of the Alternate Bonds to be used for the Project, and that it is necessary to borrow \$6,000,000 of said authorized sum and issue bonds in evidence thereof for purposes of paying costs of the Project, and that it is necessary and for the best interests of the Village that there be issued at this time \$6,000,000 of the Alternate Bonds so authorized for the Project.

Section 4. Bond Details. There shall be issued and sold a portion of the Alternate Bonds of the Village in an aggregate principal amount of not to exceed \$6,000,000 (the “Bonds”). The Bonds shall each be designated “*General Obligation Bond (Alternate Revenue Source), Series 2025*”, with such alternative or additional designations necessary to properly identify the Bonds as shall be set forth in the Bond Notification (as hereinafter defined), shall be dated the date of delivery thereof and shall also bear the date of authentication thereof. The Bonds may be issued in one or more series, with a separate Bond Notification to be executed in connection with each series of the Bonds as described in this Ordinance, shall be in fully registered form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal

maturing on more than one date), or such other denominations as set forth in the Bond Notification and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on the dates of the years (not later than December 1, 2045), in the amounts (not exceeding \$500,000 per year) and bearing interest at the rates per annum (not exceeding 5.50% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually on June 1 and December 1 of each year thereafter (or such other dates as set forth in the Bond Notification), commencing on the date set forth in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the bond registrar and paying agent, which shall be the Purchaser (as hereinafter defined), the Treasurer of the Village (the "*Village Treasurer*"), or a bank or trust company authorized to do business in the State of Illinois (as set forth in the Bond Notification) (the "*Bond Registrar*"), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of its President (the "*Village President*") and attested by the manual or facsimile signature of its Village Clerk (the "*Village Clerk*"), as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to

be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. (a) *General.* The Village shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal

amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 4 hereof. Unless otherwise requested by the Purchaser, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be

registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds, along with the Director of Finance of the Village, is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or

upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 4 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 6(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 7. Redemption. (a) Optional Redemption. All or a portion of the Bonds, if any, due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, if any, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) Mandatory Redemption. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date for the Bonds, on the dates and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,

- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at

the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9. Form of Bonds. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [13] shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

VILLAGE OF WESTERN SPRINGS

GENERAL OBLIGATION BOND (ALTERNATE REVENUE SOURCE), SERIES 2025

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: _____% Date: December 1, 20__ Date: _____ CUSIP: 959554 _____

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Western Springs, Cook County, Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing _____, 20__, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America at the principal office of _____, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the

15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of the Pledged Revenues and the Pledged Taxes (together, the "*Pledged Moneys*") to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the

ordinance passed by the President and Board of Trustees of the Village on the 14th day of April, 2025 (the “*Ordinance*”).

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, said Village of Western Springs, Cook County, Illinois, by its President and Board of Trustees, has caused this Bond to be signed by the manual or duly authorized facsimile signature of the President of the Village, and to be attested by the manual or duly authorized facsimile signature of the Village Clerk of the Village, and has caused the seal of the Village to be affixed hereto or printed hereon, all as of the Dated Date identified above.

SPECIMEN
Village President

Attest:

SPECIMEN
Village Clerk

[SEAL]

Date of Authentication: _____, 20____

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds (Alternate Revenue Source), Series 2025, of the Village of Western Springs, Cook County, Illinois.

_____,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[Form of Bond - Reverse Side]

VILLAGE OF WESTERN SPRINGS

COOK COUNTY, ILLINOIS

GENERAL OBLIGATION BOND

(ALTERNATE REVENUE SOURCE), SERIES 2025

[6] This Bond is one of a series of bonds issued by the Village for the purpose of paying the costs of street improvement projects within the Village, pursuant to and in all respects in full compliance with the provisions of the Local Government Debt Reform Act of the State of Illinois and the Illinois Municipal Code, each as supplemented and amended (the “*Applicable Law*”). The Bonds are issued pursuant to the Ordinance, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents.

[7] The Bonds are payable from the Village’s stormwater utility fee (the “*Pledged Revenues*”). Additional Bonds, secured ratably and equally by the Pledged Revenues, or by any portion thereof, may be issued in the future as provided in the Ordinance and the Applicable Law. The Bonds are also payable from ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the “*Pledged Taxes*”), all in accordance with the provisions of the Applicable Law.

[8] Mandatory redemption provisions to be included, if necessary.

[9] Bonds of the issue of which this Bond is one due on or after December 1, 20__, are subject to redemption prior to maturity at the option of the Village as a whole or in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 1, 20__, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[10] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[11] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in _____, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[12] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[13] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Sale of the Bonds. The President and either (i) the Village Manager or (ii) the Director of Finance (the “*Designated Representatives*”) are hereby authorized to proceed not later than the reorganizational meeting of the Board following the April 1, 2025, consolidated election, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Village Treasurer, and, after authentication thereof by the Bond Registrar, be by the Village Treasurer delivered to the purchaser or purchasers thereof (the “*Purchaser*”) upon receipt of the purchase price therefor, the same being not less than 96.00% of the principal amount of the Bonds (exclusive of original issue discount), plus accrued interest to the date of delivery, if any.

Each Purchaser of the Bonds shall be: (a) pursuant to a competitive sale conducted by Speer Financial, Inc., Chicago, Illinois (“Speer”), the best bidder for the Bonds; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of *The Bond Buyer’s Municipal Marketplace*; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that a Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of Speer that the sale of such Bonds on a negotiated or private placement basis to such Purchaser is in the best interest of the Village because of (i) the pricing of such Bonds by such Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Bonds; and further *provided*, that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with Speer if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the Village.

Prior to the sale of the Bonds, the Village President, Village Manager, the Director of Finance or any other official of the Village is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale, which shall include the pertinent details of sale as provided herein (the “*Bond Notification*”).

In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such series of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the Village and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Village President, Director of Finance or any other officer of the Village, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such series of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the Village and the Purchaser (which may be evidenced by an executed bid form) (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the Village, either by election or appointment, is in any manner financially interested either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The Bonds before being issued shall be registered, numbered and countersigned by the Village Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the ordinance authorizing the Board to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the “*Official Statement*”) and by the Village of any term sheet with respect to the Bonds is hereby ratified, approved and authorized; the execution and delivery of the Official Statement and any term sheet is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement, any term sheet and the Bonds.

Section 11. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and the Pledged Taxes (together, the “*Pledged Moneys*”) and do not and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth herein, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year of the Village, in accordance with the Debt Reform Act.

Section 12. Bond Fund. There is hereby created a special fund of the Village known as the “*Series 2025 Alternate Bond Fund*” (the “*Bond Fund*”), which fund shall be held separate and apart from all other funds and accounts of the Village and which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds. There are hereby created within the Bond Fund two accounts designated as the “*Pledged Revenues Account*” and the “*Pledged Taxes Account.*” Pledged Revenues or any other lawfully available funds to be applied to the payment of the Bonds shall be deposited to the credit of the Pledged Revenues Account and all Pledged Taxes shall be deposited to the credit of the Pledged Taxes

Account. The Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by the Bond Ordinance. Moneys on deposit to the credit of the Pledged Taxes Account will be fully spent to pay the principal of and interest on the Bonds prior to use of any moneys on deposit in the Pledged Revenues Account. The Bonds are secured by the pledge of all moneys in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or the obligations of the Village are discharged under this Ordinance.

Section 13. Pledged Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds at maturity, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes, the Pledged Taxes:

FOR THE YEAR

A TAX SUFFICIENT TO PRODUCE THE SUM OF:

2025	\$550,000.00	for interest and principal up to and including December 1, 2026
2026	\$550,000.00	for interest and principal
2027	\$550,000.00	for interest and principal
2028	\$550,000.00	for interest and principal
2029	\$550,000.00	for interest and principal
2030	\$550,000.00	for interest and principal
2031	\$550,000.00	for interest and principal
2032	\$550,000.00	for interest and principal
2033	\$550,000.00	for interest and principal
2034	\$550,000.00	for interest and principal
2035	\$550,000.00	for interest and principal
2036	\$550,000.00	for interest and principal
2037	\$550,000.00	for interest and principal
2038	\$550,000.00	for interest and principal
2039	\$550,000.00	for interest and principal
2040	\$550,000.00	for interest and principal
2041	\$550,000.00	for interest and principal
2042	\$550,000.00	for interest and principal
2043	\$550,000.00	for interest and principal
2044	\$550,000.00	For interest and principal

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Village President, Village Clerk and Village Treasurer are each hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk, in a timely manner to effect such abatement.

Subject to the provisions of Section 15 hereof, the Village covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

Section 14. Filing of Ordinance. Forthwith upon the passage of this Ordinance, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk, and it shall be the duty of the County Clerk to annually in and for each of the years 2025 to 2044, inclusive, ascertain the rate percent necessary to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and the County Clerk, or other appropriate officer or designee, shall remit the Pledged Taxes for deposit to the credit of the Bond Fund, and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general municipal purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 15. Abatement of Pledged Taxes. Whenever the Board shall have determined that Pledged Revenues or other lawfully available funds are available to pay any principal of or interest on the Bonds when so due, so as to enable the abatement of the Pledged Taxes levied for the same, the Board or the officers of the Village acting with property authority will direct the deposit of such Pledged Revenues and such funds into the Bond Fund, and the Board shall direct the

abatement of the Pledged Taxes by the amount of such deposit, and proper notification of such abatement will be filed with the County Clerk in a timely manner to effect such abatement.

Section 16. General Covenants. The Village covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain outstanding, as follows:

A. The Village pledges the Pledged Revenues to the payment of the Bonds, and the Board covenants and agrees to provide for, collect and apply Pledged Revenues, or any combination thereof, to the payment of the Bonds payable from such Pledged Revenues as hereinabove provided and the provision of not less than an additional .25 times debt service.

B. The Village will punctually pay or cause to be paid from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or upon any funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys and the Bond Fund.

E. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are outstanding, the Village will continue to deposit and apply the Pledged Revenues and, if applicable, the Pledged Taxes as provided herein. The Village covenants and agrees with the purchasers of the Bonds and with the registered

owners thereof that so long as any Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy the Pledged Taxes and to collect and to segregate the Pledged Moneys. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes can be levied and extended and that the Pledged Revenues and the Pledged Taxes may be collected and deposited into the Bond Fund, as provided herein.

H. The outstanding Bonds shall be and forever remain until paid the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to from the Pledged Revenues, as herein provided, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

Section 17. Additional Bonds. The Village reserves the right to issue additional bonds (*“Additional Bonds”*) from time to time payable from the Pledged Revenues without limit, and such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds; *provided, however,* that at the time of the issuance of the Additional Bonds, the Village shall be able to demonstrate in the same manner as provided in the Debt Reform Act as written on the date hereof, that the Bonds and Additional Bonds could then be issued in accordance with the Debt Reform Act, that is that the requirements of the Debt Reform Act for the issuance of alternate bonds payable from the Pledged Revenues shall have been met on such date for all outstanding Bonds and such Additional Bonds.

Section 18. Use of Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, received on the delivery of the Bonds and such portion of the proceeds of the Bonds as shall be set forth in the Bond Notification, shall be deposited to the credit of the Bond Fund and applied to pay first interest due on the Bonds.

(b) Simultaneously with the delivery of the Bonds, the principal proceeds of the Bonds and any premium received on the delivery of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the costs of the Project, and that portion thereof not needed to pay such costs of issuance shall be set aside in a separate fund hereby created and designated as the “Project Fund” (the *“Project Fund”*), which the Village shall maintain as a separate and segregated account. Money in said fund shall be withdrawn from time to time as needed for the payment of costs of the Project and paying the fees and expenses incidental thereto, including costs of issuance of the Bonds.

(c) At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

Section 19. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the Village President, Village Clerk and Village Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and

assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 20. Reimbursement. None of the proceeds of the Bonds issued in lieu thereof will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the District prior to the date hereof except architectural or engineering costs incurred prior to commencement of the Project or expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.150-2. This Resolution is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Project paid within 60 days prior to the date hereof or on any date after the date hereof and prior to issuance of the Bonds.

Section 21. Designation of Issue. If so set forth in the Bond Notification, the Village may designate any of the Bonds, to the extent permissible by law, as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 22. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar’s standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;

- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 23. Continuing Disclosure Undertaking. The President of the Village is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 24. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the

Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Village President of the Board on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 25. Record-Keeping Policy and Post-Issuance Compliance Matters. On April 23, 2012, the Board adopted a record-keeping policy (the “Policy”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the Village hereby reaffirm the Policy.

Section 26. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto

Section 27. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Board.

Section 28. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 29. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded, including any provisions of the Code of Ordinances of the Village; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

ADOPTED by the President and Board of Trustees on April 14, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on April 14, 2025.

President, Village of Western Springs,
Cook County, Illinois

Attest:

Village Clerk, Village of Western Springs,
Cook County, Illinois

[SEAL]

Trustee _____ moved and Trustee _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Village President directed that the roll be called for a
vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the Village President declared the motion carried and said ordinance adopted,
and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to
record the same in full in the records of the President and Board of Trustees of the Village of
Western Springs, Cook County, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said
meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Western Springs, Cook County, Illinois (the "*Village*"), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees (the "*Board*") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of the Board held on the 14th day of April, 2025, insofar as same relates to the adoption of Ordinance No. ____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2025, of the Village of Western Springs, Cook County, Illinois, for the purpose of paying the costs of improving the Village's stormwater system to alleviate flooding in the Village, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 14th day of April, 2025.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois (the “*County*”), and as such officer I do hereby certify that on the ____ day of _____, 2025, there was filed in my office a duly certified copy of Ordinance No. ____, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2025, of the Village of Western Springs, Cook County, Illinois, for the purpose of paying the costs of improving the Village’s stormwater system to alleviate flooding in the Village, providing for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

(the “*Ordinance*”) passed by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on the 14th day of April, 2025, and approved by the President of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County this ____ day of _____, 2025.

County Clerk of
The County of Cook, Illinois

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 8.A.

To: Board of Trustees

From: Heather Valone, Director of Community Development , Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Kelsey Fawell, Senior Planner, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

RE: PC-2024-02 – McNaughton Development, LLC 5600 Wolf Road, Heritage Crossing, Major Amendment to a Planned Development, Major Change

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on April 9, 2025, and recommended its approval. The item will be reviewed by the Board at the meeting and the item will be placed on the omnibus for approval.

Summary

On February 10, 2025, the Village Board approved Ordinance No. 25-3240 “An Ordinance Approving a Map Amendment to Rezone the 5600 South Wolf Road Property, Western Springs, Illinois, from the O – Limited Office Zoning District to the R4 – Multiple-Family Residence District; Approving an Application for a Conditional Use Permit for a Planned Development for the Construction and Operation of the Proposed 29 Unit Heritage Crossing Townhome Development Located at the 5600 South Wolf Road Property, Including the Approval of the Combined Preliminary / Final Development Plans, Subject to Village Plan Review Process, and Approval of Certain Development Allowances, Exceptions and Variations from the Village Zoning Regulations, Including a Waiver of the Five (5) Acre Minimum Lot Area Requirement and a Reduction of Certain Planned Development Requirements” (“O 25-3240”) (Attachment 2). Section 3 of the O 25-3240 placed certain conditions on the approvals. Subsection 3(2)x required that the developer, McNaughton Development, LLC (the “Developer”) revise the design of the stormwater bypass storm sewer that conveys the water from Wolf Road to the detention basin. The approved design contained a system of culverts and pipes below grade that manage the stormwater coming from Wolf Road. The condition required that the water be slowed to meet the Village’s stormwater management code (Development Control Ordinance 10-11).

In order to address the Village’s condition the Developer’s engineer is recommending an increase to the size of the bypass culvert from an eight-foot by four-foot box culvert to a ten-foot by four-foot culvert. The Developer’s engineer was unable to address the condition using the previously approved four by eight foot box culvert. In addition to increasing the size of the

culvert, the Developer's engineer lowered the invert of the box culvert at the upstream end near Wolf Road. In order to lower the culvert, the short open channel section between the Wolf Road culvert and the bypass culvert was modified with an increase in the height of the retaining walls and increasing the length of needed retaining walls. The Village's stormwater review consultant engineer Baxter & Woodman Consulting Engineers ("B&W") has reviewed the item and they believe the proposed plan changes made do address the comments without negatively impacting the stormwater management system.

The Developer has also received comments from the Cook County Department of Transportation and Highways (the "CCDOTH"). CCDOTH comments have resulted in a change to the stormwater management facility located directly adjacent and partially within the Wolf Road right-of-way. As indicated in the Developer letter, CCDOTH is requiring the Developer to extend the existing culvert under Wolf Road along the abutment wall and northwesterly to the property line where it will daylight on to the property. There will be a rip rap transition point in this location as the stormwater continues into the proposed larger culvert as discussed above.

The Development Control Ordinance (the "DCO") Section 10-8-5 includes provisions for changes to Planned Developments after approval. The DCO has a three-tiered approach. A limited number of changes are permitted to be made administratively by the Director of Community Development during permitting. The second category is considered minor amendments (DCO Section 10-8-5D(3)). These changes are also limited to certain types of changes. Minor amendments are subject to Village Board approval. The third category is considered major changes. Drainage changes are specifically excluded as minor changes. As such, the proposed drainage changes are considered a major change to the Planned Development. Major changes require Village Board approval.

Conclusion

The Developer has updated the engineering plans in an attempt to comply with the conditions contained in O 25-3240 Section 3(2)x and CCDOTH. The stormwater review consultant B&W have reviewed the proposed changes and believe the revisions address the ordinance conditions. Thus, Staff recommends approval of these changes. Attachment 3 contains the ordinance. The Planning and Zoning Committee reviewed the request and draft ordinance at their meeting on April 9, 2025 and recommended advancement to the Village Board for review and discussion.

Attachments

1. Applicant submittal package
2. Ordinance 25-3240 – Attachments are omitted but available on the Village's website
3. Ordinance - An Ordinance Approving A Waiver Of Certain Planned Development Submission Requirements And A Major Amendment To The Village-Approved Final Plans Of The Conditional Use Permit For A Planned Development Issued For The 29 Unit

Heritage Crossing Townhome Development Located At The 5600 South Wolf Road Property To Authorize The Use Of A Revised Stormwater Drainage Plan.

Financial Impact

None.

Recommended Motion

I move to approve an ordinance approving a waiver of certain planned development submission requirements and a major amendment to the Village-approved final plans of the conditional use permit for a planned development issued for the 29-unit Heritage Crossing townhome development located at the 5600 South Wolf Road property to authorize the use of a revised stormwater drainage plan.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Applicant Submittal Package
2. O 25-3240
3. Ordinance



April 1, 2025

Heather Valone, AICP
 Director of Community Development
 Village of Western Springs
 740 Hillgrove Ave.,
 Western Springs, IL 60558

Re: Heritage Crossing

Dear Heather

I wanted to take this opportunity to explain what has transpired over the past several months as it relates to Heritage Court drainage system, the village review, and how DesignTek Engineering has concluded to modify the drainage system with a larger box culvert design that is now being proposed and is depicted in the development plans and the final stormwater report both dated March 17, 2025.

As the project was moving through the village's public hearing process, there were upwards of 70 comments that were pending and needing to be addressed. The main comment that triggered the need to re-evaluate the drainage system involved the request to bring the discharge velocity from the storm water/bypass drainage system to a velocity below 12 feet per second. It is important to note, that the design that was originally submitted included a 4'x6' box culvert to convey the offsite storm water through the site. This was an appropriate size to consider for the conveyance system, given the size matched what was previous constructed and installed under Wolf Road. However, in evaluating this design as it relates to the velocities being produced, it was determined that the culvert was slightly under designed for the flow rate and required a head on the upstream end for the design flows to be pushed through the culvert system. This head, and subsequent velocity, allowed the 4'x6' culvert to safely convey the flows without impacting upstream or downstream existing high-water levels. However, the velocity exceeded the mandated 12 feet per second. After reviewing the design using the 4'x6' box with multiple alternatives such as revising the slope, it was determined that the design presented in the March 17, 2025 plan is what was needed for the box culvert to meet the village's velocity requirements and all of the other conveyance and water elevation requirements (allowed us to match upstream and downstream existing elevations).

We then looked at enlarging the culvert, again, to reduce the velocity as requested by the Village. Through numerous iterations, DesignTek concluded the stormwater system with the 4'x10' culvert would improve the overall system by adequately conveying the storm water flows while lowering the velocity to levels below the requested velocity the village wanted to see

Waterfall Glen Executive Office Center – 11S220 Jackson Street, Burr Ridge, IL 60527

Phone: 630-325-3400 • **Fax:** 630-325-3402 • **Web:** McNaughtonDevelopment.com

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implemented. The newly proposed culvert size will carry the anticipated peak critical duration flows without any measurable surcharging. This is what allows the flow velocity to be reduced to the level acceptable to the Village. As a secondary advantage, the larger culvert size reduces any possibility that the culvert conveyance system becomes clogged due to debris or siltation given the almost 67% increase in cross sectional area in the culvert.

In addition to changing the size of the culvert within the development, the Cook County Highway Department is requiring us to extend the existing culvert which is under Wolf Road to the property line along the right-of-way. This work will be an extension of the existing poured in place concrete culvert north along the existing abutment wall and the northwesterly to the property line where it will daylight onto our site. There will be a rip rap transition point in this location as the stormwater then continues into the new 4' x 10' culvert. The extended Wolf Road culvert will be enclosed so not to effect site distance requirements and grade will be extended from the existing back of walk at a safe slope to eliminate the need for any fall protection (fencing/guardrail) within the site triangle.

If you have any additional questions, please feel free to let me know. We look forward to presenting this improvement to the planning and zoning committee on April 9th and the village board on April 14th.

Thank you.

Sincerely,

John Barry

Waterfall Glen Executive Office Center – 11S220 Jackson Street, Burr Ridge, IL 60527
Phone: 630-325-3400 • Fax: 630-325-3402 • Web: McNaughtonDevelopment.com

Beautiful Homes and Communities in these Superior Locations:

Burr Ridge • Clarendon Hills • Downers Grove • Western Springs • La Grange Park • Joliet • Oak Brook • Lake Forest
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April 1, 2025

Ms. Heather Valone
Director of Community Development
740 Hillgrove Avenue
Western Springs, Illinois 60558

RE: Heritage Crossing, Western Springs

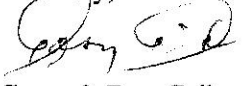
Dear Ms. Valone

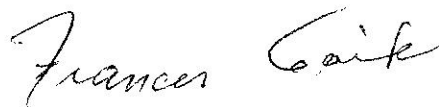
As the owner of the above referenced property please accept this letter as our authorization for McNaughton Development LLC to file an application for major amendment to the previously approved Heritage Crossing development.

If you have any questions, please feel free to contact me.

Thank you.

Sincerely,


Casey & Fran Gaik


Frances Gaik



April 8, 2025
Project No. 24-0001

Jeff Koza, P.E.
Village Engineer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

**Re: Heritage Crossing – Storm Water Model
5600 Wolf Road, Western Springs, IL 60558**

Dear Mr. Koza,

On behalf of our client, McNaughton Development, Inc., we are submitting the HEC-HMS stormwater model results that have been revised to address the velocity concerns that were still present in the model upon Village Board approval. In addition, we offer the following narratives in response to the review letter dated April 2, 20025 written by Corey Van Dyk from Baxter Woodman.

As you are aware, the project manager that prepared the original modelling for this site is no longer with DesignTek Engineering. Due to this, it has taken our staff time to get up to speed on what was modeled, how it was modelled, as well as fully understand the overall modelling of the watershed. However, after spending numerous hours of the past several days looking into the concerns raised by the review memorandum, it is our position that the modelling as is being submitted is both accurate and consistent with the previous model that was submitted for the 4'x6' box culvert, and which was ultimately part of the approval by the Village Board.

As previously noted with our last submittal, the changes to the model included the increase in size of the onsite box culvert from 4'x6' to 4'x10'. Additionally, the storage that occurs between the existing 4'x6' box culvert and the proposed 4'x10' box culvert was revised in the model, as was the parameters for the upstream side of the culvert at Wolf Road. The change to the modelling at the upstream side of Wolf Road was to eliminate the "double Counting" of storage behind this culvert and this change was explained in greater detail as part of the previous submittal. The following is a more detailed response to the specific comments:

Baxter Woodman Review Letter – Received 04/02/2025

Engineering Plans:

1. The dissipation detail has been updated as requested.
2. It is understood that the retaining wall design will be prepared by a licensed structural engineer, and that process is ongoing.

Stormwater Management Report:

1. As discussed above, we spent several hours trying to determine what and where the large discrepancies were occurring between the model that we most recently submitted and the model that you were comparing the new model against. Our records from the previous project manager do not show what models had been previously sent, and I believe that the comparison that was being made may not have been against the most current model that was approved as part of the Village Board approval. Since we were unclear on what information you had and were comparing too, we created a table for the following:
 - a. Current Existing Conditions showing HWL and discharge rates for each storm event.

- b. The last model prepared by DesignTek that included the 4'x6' box culvert which was the basis for the plans that were previously approved by the Village Board.
- c. Current/New model including the 4'x10' box culvert through the site

The comparison table shows that the increased box culvert size has minimal if any overall impact on the flow rates and water surface elevations upstream of Wolf Road and downstream of the proposed culvert with the storm water facilities labeled as Basin "C" (onsite/expanded detention basin), basins "A" and "B", additional storm water facilities in Heritage Crossing, or at the 55th Street Outlet Structure. These four locations remained relatively the same through all three models with only minor reductions occurring in water surface elevations between existing and proposed conditions. The only significant change occurred at the basin labeled "Storage West of Wolf Road". This catchment is located between the existing box culvert under Wolf Road and the proposed culvert through our site. This was the expected result of the increased culvert size. By increasing the size of the proposed culvert, the head upstream of the culvert was minimized thereby lowering the velocity through the culvert. This catchment area shows significant reductions in elevation due to flow capacity being achieved without the need for head on the system to force the flows through the culvert.

The below tables address the four bullet points under comment 1 and show a consistent elevation and discharge across all storm events and storm models.

Heritage Crossing Elevation & Peak Discharge Summary Analysis

Storage East Side Wolf Road

STORM EVENT	Existing Condition Discharge	Existing Condition Elevation	Proposed Condition Discharge 4x10	Proposed Condition Elevation 4x10	Proposed Condition Discharge 4x6	Proposed Condition Elevation 4x6
2YR - 1HR	74.26	660.53	74.26	660.49	73.24	660.47
2YR - 2HR	75.95	660.57	75.95	660.53	75.02	660.51
2YR - 3HR	71.98	660.48	71.98	660.44	71.39	660.42
2YR - 6HR	58.06	660.12	58.06	660.08	57.68	660.08
2YR - 12HR	44.10	659.73	44.10	669.70	44.09	659.70
2YR - 24HR	31.65	659.35	31.65	659.32	31.65	659.32
2YR - 48HR	23.52	659.08	23.52	659.05	23.52	659.05
10YR - 1HR	161.05	662.37	161.16	662.31	157.32	662.24
10YR - 2HR	160.88	662.37	160.97	662.31	157.79	662.25
10YR - 3HR	149.69	662.15	149.81	662.10	148.09	662.06
10YR - 6HR	116.30	661.48	116.30	661.43	114.92	661.40
10YR - 12HR	81.51	660.71	81.51	660.66	81.30	660.66
10YR - 24HR	54.16	660.02	54.16	659.98	54.15	659.98
10YR - 48HR	38.67	659.57	38.67	659.54	38.67	669.54
100YR - 1HR	325.05	665.05	319.54	665.01	324.80	664.94
100YR - 2HR	320.28	665.03	314.93	664.99	348.97	664.92
100YR - 3HR	291.91	664.90	280.38	664.80	282.99	664.78
100YR - 6HR	229.34	663.84	233.62	663.58	233.38	663.57
100YR - 12HR	154.24	652.24	154.25	652.18	153.89	652.17
100YR - 24HR	106.87	661.28	106.87	661.23	106.52	661.22
100YR - 48HR	72.59	660.49	72.59	660.45	72.57	660.45

Storage West Side Wolf Road

STORM EVENT	Existing Condition Discharge	Existing Condition Elevation	Proposed Condition Discharge 4x10	Proposed Condition Elevation 4x10	Proposed Condition Discharge 4x6	Proposed Condition Elevation 4x6
2YR - 1HR	74.28	658.87	74.26	654.15	73.29	656.77
2YR - 2HR	75.94	658.88	75.97	654.19	75.04	656.81
2YR - 3HR	71.98	658.85	71.98	654.12	71.36	656.72
2YR - 6HR	58.06	658.73	58.06	653.87	57.85	656.38
2YR - 12HR	44.10	658.58	44.10	653.60	44.09	656.00
2YR - 24HR	31.65	658.41	31.65	653.33	31.65	655.52
2YR - 48HR	23.52	657.36	23.52	653.14	23.52	655.35
10YR - 1HR	161.03	659.46	161.15	655.46	157.32	658.54
10YR - 2HR	160.88	659.46	160.87	655.46	157.77	658.55
10YR - 3HR	149.70	659.39	149.80	655.31	148.08	658.36
10YR - 6HR	116.30	659.18	116.30	654.83	114.91	657.70
10YR - 12HR	81.51	658.99	81.51	654.29	81.31	655.96
10YR - 24HR	54.16	658.69	54.16	653.80	34.15	656.28
10YR - 48HR	38.67	658.52	38.67	653.49	38.67	655.84
100YR - 1HR	325.15	660.30	329.20	657.32	325.74	660.39
100YR - 2HR	320.25	660.27	322.27	657.27	330.84	660.36
100YR - 3HR	291.88	660.14	283.22	656.89	282.99	660.20
100YR - 6HR	229.36	659.84	233.61	656.36	233.38	659.82
100YR - 12HR	154.24	659.42	154.24	655.37	153.88	658.47
100YR - 24HR	106.87	659.11	106.87	654.69	106.52	657.52
100YR - 48HR	72.59	658.56	72.59	654.14	72.58	656.75

Basin "C"

STORM EVENT	Existing Condition Discharge	Existing Condition Elevation	Proposed Condition Discharge 4x10	Proposed Condition Elevation 4x10	Proposed Condition Discharge 4x6	Proposed Condition Elevation 4x6
2YR - 1HR	15.35	650.75	12.28	650.63	11.80	650.61
2YR - 2HR	16.79	650.80	14.53	650.72	14.22	650.71
2YR - 3HR	13.85	650.69	11.99	650.62	11.71	650.61
2YR - 6HR	4.54	650.28	3.69	650.23	3.62	650.22
2YR - 12HR	0.00	649.51	0.00	649.49	0.00	649.49
2YR - 24HR	0.00	648.76	0.00	648.75	0.00	648.75
2YR - 48HR	0.00	648.31	0.00	648.31	0.00	648.31
10YR - 1HR	84.38	652.54	82.56	652.51	79.22	652.44
10YR - 2HR	84.93	652.56	83.45	652.52	80.83	652.47
10YR - 3HR	75.80	652.36	74.83	652.34	73.08	652.30
10YR - 6HR	48.63	651.73	48.03	651.72	47.06	651.69
10YR - 12HR	21.17	650.95	20.96	650.94	20.83	650.94
10YR - 24HR	2.19	650.13	2.13	650.13	2.13	650.13
10YR - 48HR	0.00	649.15	0.00	649.14	0.00	649.14
100YR - 1HR	213.27	655.15	211.04	655.07	212.16	655.11
100YR - 2HR	212.69	655.13	21.23	655.05	211.29	655.08
100YR - 3HR	197.40	654.63	18.69	654.48	191.22	654.50
100YR - 6HR	146.72	653.73	150.16	653.79	149.54	653.78
100YR - 12HR	81.03	652.47	80.82	652.47	80.54	652.46
100YR - 24HR	40.64	651.52	40.44	651.52	40.17	651.51
100YR - 48HR	14.33	650.71	14.30	650.71	14.28	650.71

Basin "A" & "B"

STORM EVENT	Existing Condition Discharge	Existing Condition Elevation	Proposed Condition Discharge 4x10	Proposed Condition Elevation 4x10	Proposed Condition Discharge 4x6	Proposed Condition Elevation 4x6
2YR - 1HR	0.00	649.52	0.00	649.09	0.00	649.07
2YR - 2HR	0.00	650.23	0.00	649.87	0.00	649.85
2YR - 3HR	0.00	649.64	0.00	649.50	0.00	649.48
2YR - 6HR	0.00	648.55	0.00	648.34	0.00	648.33
2YR - 12HR	0.00	647.80	0.00	647.80	0.00	647.80
2YR - 24HR	0.00	647.80	0.00	647.80	0.00	647.80
2YR - 48HR	0.00	647.80	0.00	647.80	0.00	647.80
10YR - 1HR	82.55	653.42	78.44	653.40	75.17	653.39
10YR - 2HR	84.16	653.42	81.55	653.41	79.21	653.41
10YR - 3HR	75.42	653.40	73.48	653.39	70.32	653.38
10YR - 6HR	48.05	653.33	46.62	653.32	46.20	653.32
10YR - 12HR	19.16	653.29	18.94	653.29	18.88	653.29
10YR - 24HR	0.00	648.96	0.00	648.90	0.00	648.90
10YR - 48HR	0.00	647.80	0.00	647.80	0.00	647.80
100YR - 1HR	212.36	654.19	209.99	654.17	210.79	654.18
100YR - 2HR	211.98	654.19	209.36	654.17	210.36	654.18
100YR - 3HR	196.69	654.06	189.01	664.00	190.36	654.01
100YR - 6HR	146.62	653.72	150.04	653.74	149.54	653.78
100YR - 12HR	81.01	653.41	80.80	653.41	80.53	653.41
100YR - 24HR	40.80	653.31	40.72	653.31	40.16	653.31
100YR - 48HR	14.33	653.28	14.30	653.28	14.29	653.28

55th street Outlet

STORM EVENT	Existing Condition Discharge	Existing Condition Elevation	Proposed Condition Discharge 4x10	Proposed Condition Elevation 4x10	Proposed Condition Discharge 4x6	Proposed Condition Elevation 4x6
2YR - 1HR	0.00	648.20	0.00	648.20	0.00	648.20
2YR - 2HR	0.00	648.20	0.00	648.20	0.00	648.20
2YR - 3HR	0.00	648.20	0.00	648.20	0.00	648.20
2YR - 6HR	0.00	648.20	0.00	648.20	0.00	648.20
2YR - 12HR	0.00	648.20	0.00	648.20	0.00	648.20
2YR - 24HR	0.00	648.20	0.00	648.20	0.00	648.20
2YR - 48HR	0.00	648.20	0.00	648.20	0.00	648.20
10YR - 1HR	80.90	654.01	79.46	654.00	77.15	653.99
10YR - 2HR	82.44	654.02	80.46	654.01	79.45	654.00
10YR - 3HR	77.60	653.99	74.84	653.97	72.01	653.95
10YR - 6HR	48.05	653.80	47.63	635.79	47.17	653.79
10YR - 12HR	19.13	653.56	18.83	653.56	18.88	653.56
10YR - 24HR	0.00	648.20	0.00	648.20	0.00	648.20
10YR - 48HR	0.00	648.20	0.00	648.20	0.00	648.20
100YR - 1HR	211.30	654.66	208.04	654.65	209.31	654.65
100YR - 2HR	211.16	664.66	208.39	654.65	209.23	654.65
100YR - 3HR	195.64	654.59	188.16	654.56	189.30	654.56
100YR - 6HR	146.29	654.36	149.61	654.38	148.74	654.37
100YR - 12HR	80.83	654.01	80.63	654.01	80.38	654.01
100YR - 24HR	40.81	653.74	40.68	653.74	40.16	653.74
100YR - 48HR	14.33	653.51	14.30	653.51	14.28	653.51

2. The storm sewer profiles in the previous report were intended for the onsite storm sewer and not the culvert. The culvert calculations (HGL's) were sent as part of the report on March 28th; however, we are including those again for your use.
3. A weir for Wolf Road is included in the catchment area upstream of Wolf Road. Based on elevation, the roadway does appear to overtop for the critical duration event. This is not surprising given the culvert design was most likely based on the 24-hour 50-year event and our modelling considers critical duration flows as requested by the Village.
4. The inundation map for the existing condition has been updated between the "Storage Area West of Wolf Road" and "Basin C".

We are requesting your confirmation of the models provided so that the Village Board can consider the requested major change to the plans. If a full revised storm water report is needed, we would be happy to provide that report once a concurrence of the modeling is received. Please let us know if this is needed.

If you have any questions or need additional information, please contact me at 708-326-4961 x222 or sschreiner@dtekcorp.com. Thank you.

Sincerely,
DESIGNTEK ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Scott Schreiner". The signature is fluid and cursive, with the first name "Scott" and last name "Schreiner" clearly distinguishable.

Scott Schreiner, P.E.
President

Encl.

Cc : John Barry – McNaughton Development – (via email)
File

L:\Projects\2024\24-0001\Correspondence\Letters\Sent\Village\2025-04-08\2025-04-08 Storm Water Model Resubmittal & Response to Comments.doc

LEGEND	
EXISTING	PROPOSED

LEGAL DESCRIPTION

PARCEL 1: THE WEST 1/2 OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF) OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN VAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 IN COOK COUNTY, ILLINOIS.

OWNER:
McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
SUITE #101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

ENGINEER:
DESIGNTEK ENGINEERING, INC.
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961

SURVEYOR:
DESIGNTEK ENGINEERING, INC.
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961

- NOTES:**
- THE EXACT LOCATION OF UNDERGROUND UTILITIES SUCH AS GAS, TELEPHONE, FIBER OPTIC, ELECTRIC, CABLE TV AND PIPE LINES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT JULIE (1-800-892-0123 OR 811) AND ALL OTHER UTILITY OWNERS WHICH ARE IN THE PROJECT LIMITS BEFORE COMMENCING EXCAVATION.
 - THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI / ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILTY DATA."

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THESE LOT IMPROVEMENTS OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTIES BECAUSE OF THE CONSTRUCTION OF THESE LOT IMPROVEMENTS.

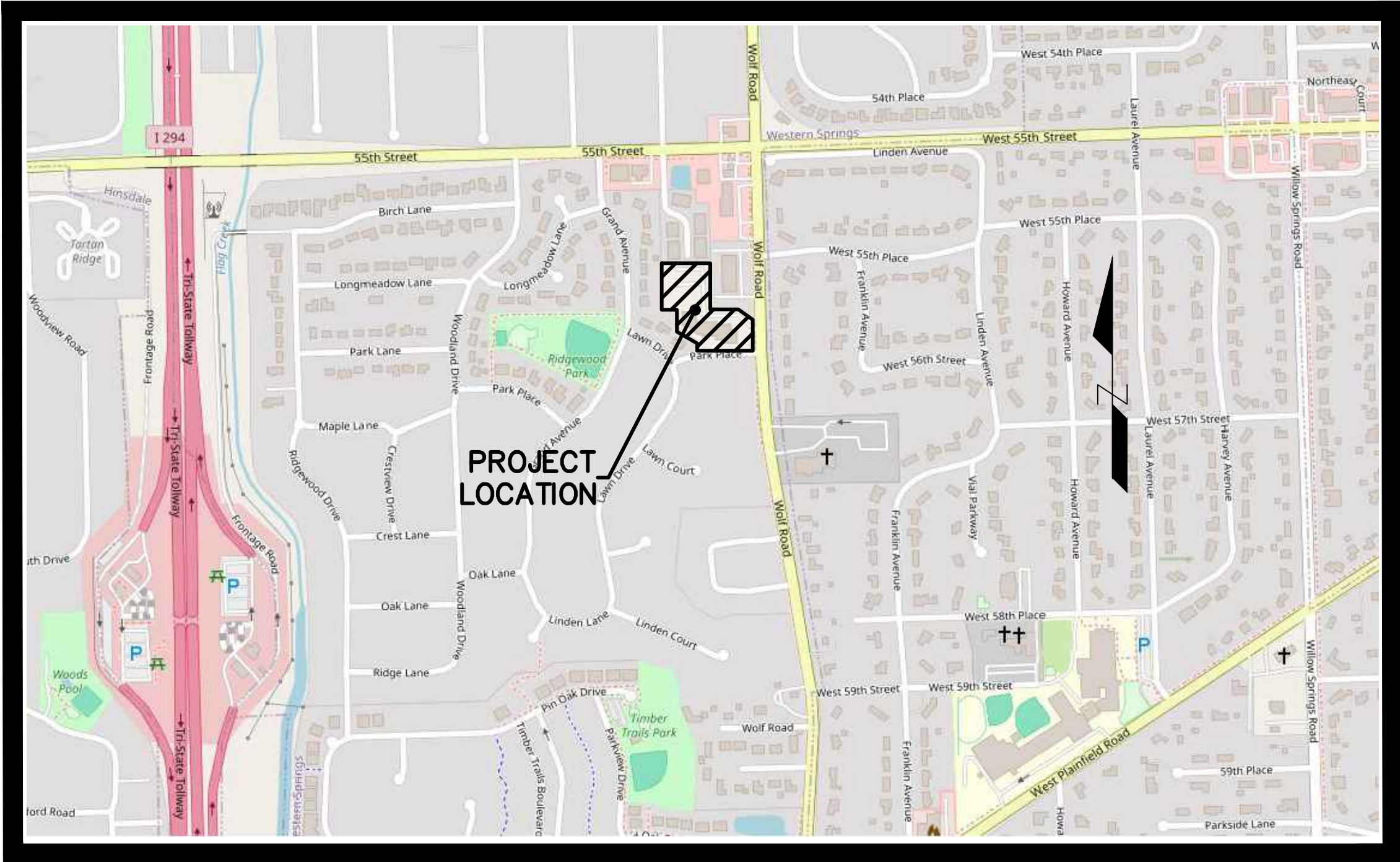
DATED 8TH DAY OF APRIL, 2025



Denise M. Vieth
exp 11/30/2025

FINAL ENGINEERING PLANS FOR HERITAGE CROSSING

WESTERN SPRINGS, ILLINOIS



LOCATION MAP
NOT TO SCALE

BENCHMARKS

BENCHMARK: (INITIAL) NGS PID: ME1716
BRASS DISK SET IN TOP OF CONCRETE MONUMENT LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 55TH STREET AND WOLF ROAD. MONUMENT IS 80' NORTH OF THE CENTERLINE OF 55TH STREET AND 40' WEST OF THE CENTERLINE OF WOLF ROAD.
ELEVATION = 662.19' (NAVD 88)

BENCHMARK: (ON-SITE)
CROSS CUT IN TOP OF CURB LOCATED 47.71' SOUTH AND 3.55' EAST OF THE SOUTHEAST CORNER OF PARCEL 2 AS SHOWN HEREON.
ELEVATION = 665.70' (NAVD 88)

TOPOGRAPHIC SURVEY AND BOUNDARY NOTES:

THE TOPOGRAPHY AND BOUNDARY SHOWN HEREON WAS PREPARED BY WOLFPACK CONSULTING, LLC AND SUPPLIED BY THE CLIENT STATED HEREON.

TOPOGRAPHIC SURVEY AND BOUNDARY NOTES:

SUPPLEMENTAL TOPOGRAPHY SHOWN HEREON WAS PREPARED BY DESIGNTEK ENGINEERING, INC.

SITE DATA

AREA (PARCEL 1) = 40,163 SQ. FT. OR 0.92 ACRES
AREA (PARCEL 2) = 64,996 SQ. FT. OR 1.49 ACRES
TOTAL AREA = 105,159 SQ. FT. OR 2.41 ACRES

BASIS OF BEARING

THE WEST LINE OF LOTS 4, 5 AND 6 IN MAXTED SUBDIVISION = N 01°58'37" W (NAVD 88)

PARCEL IDENTIFICATION NUMBER

PARCEL ONE: 18-18-200-038-0000
PARCEL TWO: 18-18-200-017-0000

PERMIT TABLE		
AGENCY	PERMIT #	APPROVAL DATE
MWRD	XXXXXX	XX-XX-24
IEPA - WATER	XXXXXX	XX-XX-24
IEPA - SANITARY	XXXXXX	XX-XX-24
LaGRANGE HIGHLANDS - SANITARY SEWER MAIN	XXXXXX	XX-XX-24
NPDES AND APPROPRIATE SCD	XXXXXX	XX-XX-24
CCDOH	XXXXXX	XX-XX-24

Contact the Metropolitan Water Reclamation District of Greater Chicago 2 days before starting work.

P (708) 588-4055
E WMOJobStart@mwrdd.org

INDEX OF PLAN SHEETS

- COVER SHEET
- 2-3. PROJECT SPECIFICATIONS, GENERAL NOTES & EXHIBITS
- EXISTING CONDITIONS & REMOVAL
- SOIL EROSION & SEDIMENT CONTROL PLAN , NOTES & SPECIFICATIONS.
- SOIL EROSION & SEDIMENT CONTROL DETAIL SHEET
- GEOMETRIC PLAN
- GRADING PLAN
- UTILITY PLAN
- UTILITY SERVICES PLAN
- PLAN & PROFILE
- INTERIM BY-PASS DRAINAGE SWALE PLAN
- 13-16. PROJECT CONSTRUCTION DETAILS
- 17-18. CROSS SECTION WOLF ROAD
- ADA INTERSECTION DETAILS
- WOLF ROAD DETAILS

REVISIONS	
NO.	DATE
1	08-17-24
2	08-26-24
3	10-17-24
4	11-12-24
5	11-27-25
6	10-17-25
7	10-26-25
8	10-26-25
9	04-08-25

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

FINAL ENGINEERING PLANS FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740



PROJECT INFORMATION

Project No.: 24-0001
Scale: AS NOTED
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

1 OF 20



CALL 1-800-892-0123 or 811
AT LEAST 48 HOURS (2 WORKING DAYS) BEFORE YOU DIG
WWW.ILLINOISICALL.COM

**REVIEW SET
NOT FOR CONSTRUCTION**

COVER SHEET

L:\Projects\2024\24-0001\Engineering\Drawings\24-0001 Final Plan Set 4/6/2025 10:26:13 AM By:dwth

EARTHWORK		UNDERGROUND UTILITIES - GENERAL		SANITARY SEWER		WATER MAIN		STORM SEWER	
1. Topsoil Excavation Includes: a. Excavation of topsoil and other structurally unsuitable materials within those areas that will require earth excavation or compacted earth fill material, in order to achieve the plan subgrade elevations. The amount of topsoil to be stripped shall be verified in the field by a soils engineer. b. Placement of the excavated material in OWNER designated areas for future use within areas to be landscaped, and those areas not requiring structural fill material, shall be moderate. c. Compaction of the excavated material where placed in areas not requiring structural fill material, shall be moderate. d. Excess materials, if not utilized as fill or if not stockpiled for future landscaping, shall be completely removed from the construction site and disposed of by the CONTRACTOR. 2. Earth Excavation Includes: a. Excavation of earth and other materials which are suitable for use as structural fill. The excavation shall be to within a tolerance of 0.3 feet (+) of the plan subgrade elevations. The (+) tolerance within pavement areas shall be such that the earth material shall "balance" as part of the fine grading operation. b. Placement of the earth and other suitable materials shall be within those areas requiring structural fill in order to achieve the plan subgrade elevations to within a tolerance of 0.3 feet (+). The fill material shall be placed in loose lifts that shall not exceed eight (8) inches in thickness, and the water content shall be adjusted in order to achieve the required compaction. Earth material may be placed within those portions of the building site not requiring structural fill, to within four (4) inches of the plan finished grade elevation. In areas requiring structural fill, however, the earth material shall not be placed over topsoil or other unsuitable materials unless specifically directed by a Soils Engineer with the concurrence of the OWNER. c. Compaction of the earth and other suitable materials, shall be to at least 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557 laboratory procedure within proposed pavement areas and building areas, on rear yards abutting to the proposed lakes. Moderate compaction is required elsewhere. All fill shall be placed in 8" lifts, loose measure. d. Excess materials, if not utilized as fill, shall be completely removed from the construction site and disposed of by the CONTRACTOR. 3. Unsuitable Material a. Unsuitable material shall be considered as material which is not suitable for the support of pavement and building construction, and is encountered below normal topsoil depths and the proposed subgrade elevation. The decision to remove said material, and to what extent, shall be made by a Soils Engineer with the concurrence of the OWNER in writing. 4. General The Grading CONTRACTOR shall: a. Maintain proper site drainage at all times during the course of construction, and prevent storm water from running into or standing in excavated areas. b. Spread and compact uniformly to the degree specified all excess trench spoil after completion of the underground improvements. c. Scarify and compact to the degree specified the upper twelve (12) inches of the suitable subgrade material, in all areas that may be soft due to excess moisture content. This applies to cut areas as well as fill areas. d. Provide water to add to dry material in order to adjust the moisture content for the purpose of achieving the specified compaction. 5. Testing and Final Acceptance a. The CONTRACTOR shall provide as a minimum, a fully loaded tri-axle dumptruck or similar equipment for proof rolling the pavement subgrade prior to the placement of the curb and gutter and the base material. In addition, the pavement aggregate base course shall also be proof rolled. The Village Engineer shall be notified 48 hours in advance of any proof roll. b. Specific compaction testing may be required by the OWNER in selected fill areas. The CONTRACTOR shall bear the cost of any compaction testing which does not meet specification as well as the responsibility and cost for the necessary correction(s). c. Approval of the pavement subgrade by the OWNER shall be required prior to the placement of the pavement materials. d. The subgrade soil shall be tested by a professional geotechnical engineer at the developer's expense and shall have a minimum designated Illinois Bearing Ratio (IBR equal to three (3). e. A soil investigation report shall be provided to the Village to verify the in situ IBR value. Pavement structures with subgrade soil having an IBR value less than three (3) shall have an increased pavement structure as necessary to carry the design traffic loading. 6. Method of Measurement a. As-built measurements of earthwork for the purpose of payment shall not apply. The quantities shown in the engineer's "quantity estimate" shall be utilized unless said quantities are adjusted by mutual consent of the owner and contractor prior to the signing and acceptance of a contract. b. The quantities as shown in the engineer's "quantity estimate" are those estimated by the engineer and are provided solely for the convenience of the contractor. The contractor by choosing to utilize these quantities in the preparation of his "lump sum" bid, also accepts their accuracy. The contractor is therefore encouraged to make his own independent earthwork calculation, and to visit the site prior to the preparation of his bid. c. Prior to the removal of unsuitable material, the contractor shall notify the owner for authorization to remove said material, upon authorization and removal, the contractor shall request that the unsuitable material shall be field measured by the engineer in place. 7. Basis of payment a. Payment for all earthwork shall be "lump sum", the contractor shall provide unit prices for earthwork for the purpose of contract adjustment, if required. b. Payment for the removal of unsuitable material shall be based on the quantities as field measured by the engineer, the contractor shall provide as part of his bid a unit price per cubic yard for the removal of unsuitable material, said unit price shall include the complete removal of the material, replacement with a suitable material obtained by the contractor from a borrow source, and compaction to the required specification.		1. The Underground CONTRACTOR Shall: a. Adhere to the criteria for the separation between water mains and sanitary sewers, storm sewers, combined sewers, sewer services and septic fields according to the requirements stated in the IEPA Rules for Public Water Supplies (the formal citation is Title 35, Subtitle F, Chapter II, Parts 651-654). All sewer water main separations shall be constructed per the "Standard Specifications for Water and Sewer Main Construction in Illinois". b. Be responsible to place on grade, and coordinate with other CONTRACTORS, all underground utility structure frames such as manholes, catch basins, and inlets. c. Be aware of potential conflicts with existing utilities. The CONTRACTOR shall excavate around the existing utilities to determine their exact location and elevation prior to the construction of utility improvements. Should unforeseen conflicts be found, the CONTRACTOR shall contact the ENGINEER prior to constructing the proposed improvements. d. Adjust or reconstruct any existing utility structure to the satisfaction of the utility owner. Adjustments and/or reconstructions not called for on the plans shall be considered incidental to the contract. No more than two adjusting rings within a min. of four inches (4") and a max. of twelve inches (12") of adjusting rings. e. Provide poured concrete fillets conforming to the shape of the pipe in all sanitary and storm manholes, and inlets. f. Be responsible for maintaining the top of any utility trench at least three (3) feet away from any existing or proposed curb or pavement, in those instances where the trench runs parallel to said curb or pavement. g. Be responsible for the dewatering of utility trenches during construction and providing the necessary trench bracing that may be required to assure safe working conditions. h. Remove soft material that may be encountered at the pipe invert elevation to a depth of at least one (1) ft. below the bottom of the pipe, and backfill with compacted bedding material. i. No damage to the road subgrade with excessive water saturation from hydrant flushing or from leaks in the water distribution system. The cost of repair for such damage shall be borne by the CONTRACTOR. Hoses should be used to direct the water from hydrant flushing into the storm sewer system (if available). j. Repair any existing field drainage tile damaged during construction, and properly reroute and/or connect said tile to the nearest storm sewer outlet. All locations of encountered field drainage tile shall be properly indicated on the CONTRACTOR'S record drawing. k. Furnish one (1) set of Record drawings to the ENGINEER upon completion of the sanitary sewers and water mains. Drawings (or table of locations) shall indicate the location of all sanitary sewer wyes (measured from the nearest downstream manhole), sewer stubs, water service along main and b-boxes. The CONTRACTOR shall also furnish linear distance along water main from appurtenances to appurtenance (valve vault to tee, tee to bend, etc.). l. Be responsible for implementation of the "Soil Erosion and Sedimentation Control Measures" as applicable. m. Maintain erosion control measures (straw bales and filter fabric) until grass is established. 2. Method of Measurement a. All sanitary sewer, storm sewer, and water main pipe shall be measured in the field after its installation. Payment shall be based on these field measurements. b. All appurtenances such as manholes, catchbasins, inlets, valves and valve vaults, valve boxes, and fire hydrants, shall be paid for on the basis of in-place quantities. c. Trench backfill material shall be measured by multiplying the as-constructed length of pipe (where applicable) by the average depth of the pipe by the "Payment Quantities per foot of Conduit" listed in Table 1, pg. 138 and "Typical Detail of Conduit Installation", pg. 137 of the Standard Specification for Sewer and Water in Illinois. If requested, the CONTRACTOR shall provide load tickets to the ENGINEER for verification of the trench backfill material delivered to the construction site. Load tickets for bedding material shall be submitted separately. 3. Basis of Payment a. All sanitary sewer, water main, and storm sewer pipe shall be paid for at the contract unit price per LINEAL FOOT. The price shall include the necessary labor and material for a complete in-place installation, as well as all incidental construction, testing, bedding material, and connections to existing utilities. b. All appurtenances for the underground improvements shall be paid for at the contract unit price EACH, said price to include the necessary labor and material for a complete in-place installation. The price for manholes, inlets, and catchbasins shall also include the frame and grate and all incidental construction. The price for fire hydrants shall also include a six (6) inch valve and box, and all incidental construction. c. Trench backfill material shall be paid for at the contract unit price per CUBIC YARD. Compaction must be made by mechanical methods. 4. As-Built Water & Sanitary Services a. As-built locations shall be provided for all water and sanitary sewer stubs. They shall also be stamped on the curb. 5. Structure Castings a. Frames and lids (or grates) for sanitary, watermain and storm sewer structures shall be as indicated on the plans, and the cost of same shall be integrated into the representative structure costs. Each structure lid shall be cast with text identifying the type of structure (storm, sanitary, water). b. Manhole castings shall be adjusted to finished grade using precast adjusting rings set on bitumastic material. All structures shall have no more than two adjusting rings w/ a min. of four inches (4") and a max. of twelve inches (12") of adjusting rings. c. All frames shall be set on a mastic bed with all gaps tuck pointed. d. All castings shall be made in the U.S.A. with U.S.A. materials. 6. Trench Backfill a. Bedding, haunching and the initial backfill shall consist of IDOT CA-7, CA-11 OR CA-19 aggregate. The initial backfill shall be placed to at least 12" above the pipe. b. Final backfill of the trench shall be accomplished by careful replacement of the excavated material. Any pipe installed under or within a 45 degree angle of repose (1:1) from the top of pipe to the edge of pavement, driveway (when driveway location is known) or curb and gutter shall be backfilled to the top of the trench with compacted IDOT CA-7, CA-11 or CA-19 material. c. Compaction shall be in achieved using 8" lifts (uncompacted) and mechanical compaction to 95% density. All costs for compaction and testing shall be paid for by the Developer or Contractor. Results shall be copied to the Village Engineer.		5. Wyes or Tees shall be provided on the new sanitary sewers for proposed building services. 6. "Band Seal" or similar couplings shall be used when joining pipes of dissimilar materials. 7. All sanitary structures shall have an external wrap, MAC or approved equal. 8. Polyethylene encasement shall be provided for all DIP sanitary sewer in accordance with AWWA latest standards. 9. Prior to pipe laying and jointing, the trench shall be sufficiently dewatered to maintain the water level in the trench at or below the base of the bedding. State / Federal permits, license agreements or other required approvals shall be obtained prior to dewatering. 10. Where separation from water main cannot be maintained as required per Illinois specifications, the sanitary sewer shall be mechanical joint PVC pressure pipe meeting C-900 or C-905. 11. Sewers shall be laid straight in both horizontal and vertical planes between manholes with a minimum cover of 4 feet. 12. Sanitary sewers shall be located a minimum of 10 feet from any building and meet separation requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois. 13. Services shall be a minimum 6 inches and extend to the property line or beyond any utility located in the front yard of a lot being served (single-family development), or to within five (5) feet from the face of a proposed building being served (multi-family and commercial development). The termination points shall be clearly located with a green-topped 4 inch x 4 inch stake extending a minimum 3 feet above final grade. The service lines shall be connected to the sewer using a wye at the 10:00 and 2:00 positions. Service lines not immediately connected to the building to be served shall be tightly plugged, using a plug provided by the pipe manufacturer for such use. 14. Testing and Final Acceptance a. Sanitary sewer mains and services shall be tested for exfiltration of air under pressure and deflection for flexible thermoplastic pipe in accordance with the Standard Specifications for Water and Sewer Construction in Illinois prior to their final acceptance. Allowable testing limits shall be as described in the "Standard Specification" unless the local requirements are more restrictive. Service stubs must be properly plugged and sealed and clearly located at their termination points prior to testing. All sewer mains, service lines and manholes shall be clean and free of debris prior to their final acceptance. Sanitary Sewer shall be inspected and tested in accordance with the local jurisdictional requirements for television inspection and reviewed by the Village Engineer. Two copies of all test results shall be provided to the Municipality. b. Sanitary Manhole structures shall be tested, prior to acceptance, for watertightness by either of the following methods in conformance with the requirements specified: ASTM C 969: "Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines." OR ASTM C 1244: "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test." c. All public sanitary sewer extensions shall be internally video taped by remote camera. Tapes shall be in color using VHS or CD-ROM format and submitted with written reports to the Village Engineer for review and approval prior to acceptance of the sewer improvements by the Village. d. LaGrange Highlands will be the agency responsible for sewer main acceptance.		11. Fire Hydrants a. Fire Hydrants shall be Mueller super centurian 250. Factory painted safety red with 5-1/4 inch valve opening and shall be painted red. b. The hydrant shall be for a five foot (5') bury with mechanical joint shoe and have two 2-1/2 inch hose connections and one four and one-half inch (4-1/2") male pumpner connection. Thread shall be National Standard. c. The hydrant shall have a break-away traffic flange and connections. d. All fire hydrants not in service shall be bagged. e. Hydrants leads shall be six-inch (6") swivel anchoring coupling. Hydrant tees shall be used in lieu of swivel anchoring coupling pipe where required to meet plan locations. f. The maximum distance between fire hydrants shall be 350 feet. g. All fire hydrants shall be kept clear of obstructions within three (3) feet in all directions. This shall include posts, fences, vehicles, growth, trash, storage, and any other material or objects. h. All fire hydrants to have a 10 pound anode bag attached to the hydrant. 12. Pipe Cover and Separation a. Cover over water pipes shall be a minimum of 5.5 feet. b. Horizontal and vertical separation shall meet requirements of the "Standard Specifications for Water and Sewer Main Construction in Illinois." Locations requiring alternative materials are noted on the plans. 13. Pipe Laying a. The contractor shall keep the trench free from water while the water main is being placed and until the pipe joint has been sealed to the satisfaction of the Village Engineer. b. Adequate provisions shall be made for the safety, storage, and protection of all water pipe prior to installation in the trench. Care shall be taken to prevent damage to the pipe castings, both inside and out. Provisions shall be made to keep the inside of the pipe clean throughout its storage period and to keep mud and/or other debris from being deposited therein. All pipe shall be thoroughly cleaned on the inside before laying of the pipe. Proper equipment shall be used for the safe handling, conveying, and laying of the pipe so as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench. c. In making joints, all portions of the jointing materials and the socket and spigot ends of the joining pipe shall be wiped clean of all foreign materials. The actual assembly of the jointing shall be in accordance with the manufacturer's installation instructions. During construction, until jointing operations are complete, the open ends of all pipes shall at all times be protected and sealed with temporary watertight plugs. d. During water main installation, to make a closure between two pipe ends, or between pipe end fittings, or between pipe end and valve, short lengths shall be used with proper connections or couplings. Repair sleeves shall not be used to make closures during new construction. e. All pipe and trenching shall be viewed and approved by the Municipality prior to cover and backfill. f. All bends of 22-1/2 degrees or greater, and all tees and plugs shall be thrust protected to prevent movement of the line under pressure. Thrust protection may also be attained by the use of a combination or retaining glands and threaded rods. All locations of thrust blocking or retaining glands/rods need to be marked on the as built drawing. 14. Testing and Disinfection a. Water main shall be tested in accordance with AWWA C-600 & the local jurisdictional requirements prior to it final acceptance. A 24 hour system pressure test needs to be performed as per the Standard Specifications. The pressure and leakage tests and disinfection of the mains shall be as described in the "Standard Specifications" unless the local requirements are more restrictive. All valve vaults shall be clean and free of debris and water, and individual service boxes shall be visible and clearly located prior to their final acceptance. b. The preferred point of application of the chlorinating agent shall be at the beginning of the pipeline extension or any valved section of it and through a corporation stop in the top of the newly laid pipe. The injector for delivering the chlorine gas into the pipe should be supplied from a tap on the pressure side of the gate valve controlling the flow into the pipeline extension. c. Water from the existing distribution system or any other source of supply shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine-gas. The rate of chlorine mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall be at least fifty parts-per-million (50ppm), or enough to meet the requirements during the retention period. d. Valves shall be manipulated so that the strong chlorine solution in the line being treated shall not flow back into the line supplying the water. The pipe section being chlorinated shall be kept at a lower pressure than the water system pressure. e. Treated water shall be retained in the pipe long enough to destroy all spore-forming bacteria. This retention period shall be at least twenty-four (24) hours. After the chlorine-treated water has been retained for the required time, the chlorine residual at the pipe extremities and at other representative points shall be at least twenty five parts-per-million (25ppm). f. In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent. 9. After all mains have been pressure tested, they shall be disinfected and tested according to the requirements of the Standards for Disinfecting Water Mains, AWWA C-601 and C-651, and as required by this Section. All disinfection, as required by this Section, shall be performed by an independent firm exhibiting experience in the methods and techniques of this operation, and shall be approved by the Village Public Works Department. The contractor shall obtain two samples of water from the main for bacteriological testing. A second series of samples shall be collected no less than 24 hours after the first set of samples has been collected. The contractor and the Village will be furnished with copies of the bacteriological report for their records.		1. All storm sewer shall conform to the requirements of The Standard Specifications for Water and Sewer Main Construction in Illinois 2. Storm sewers shall be reinforced concrete pipe conforming to ASTM C76 minimum Class III with O-ring joints conforming to ASTM C443. 3. Bedding shall be minimum of 6" of CA-7. 4. Minimum size shall be twelve inches (12"). 5. Storm Structures a. Rear yard catch basins are not allowed. b. All storm structures shall be precast reinforced concrete only. c. All storm structures shall be set on a six-inch (6") CA-7 cushion. d. All storm structures shall have no more than two adjusting rings within a minimum of four inches (4") and a maximum of twelve inches (12") of adjusting rings. e. All lifting holes, joints between precast reinforced concrete sections, gaps between pipes and structures shall be tuckpointed with hydraulic cement. f. Bitumastic material shall be placed between precast reinforced concrete sections. g. All steps shall be fiberglass or neoprene coated. h. All structure connections shall be concrete sewer pipe, ASTM C14 for extra strength pipe 6. Storm sewer and all storm structures shall be clean and free of debris prior to their final acceptance. Storm Sewer shall be inspected and tested in accordance with the local jurisdictional requirements including television inspection for review by the Village Engineer. 7. All flared end sections less than 48" (effective diameter) require grates in accordance with IDOT specifications. 8. All castings shall be made in the USA with USA materials. Closed covers shall be stamped per Exhibit 2B. Open covers shall have the grates as specified in the plans.	
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GENERAL NOTES

MWRD SPECIFICATIONS

MWRD SPECIFICATIONS CONT'D

1. Definition of Terms

- a. The CONTRACTOR is the individual, firm, partnership or corporation contracting with the OWNER for performance of the prescribed work.
 - b. The OWNER is the individual, firm, partnership or corporation having the authority to award the contract for the prescribed work.
 - c. The ENGINEER where specifically referred to in the Specifications shall be the OWNER'S representative.
2. All CONTRACTORS shall be responsible for the following, which shall also be incidental to the cost of construction:
- a. Examination of the Engineering Plans and Specifications and the existing site conditions prior to submitting a bid, and notifying the ENGINEER at once of any discrepancies.
 - b. The obtaining of any necessary permits not previously applied for by the OWNER, and posting of the necessary bonds.
 - c. The notification of the start of construction to the Village of WESTERN SPRINGS Public Services Dept. at (708) 246-8540, utility companies, and the ENGINEER at least two (2) working days prior to said start. All existing utilities must be staked prior to construction. All construction, including equipment startup, shall be between the hours of 7:00 a.m. to 8:00 p.m. weekdays, and 8:00 a.m. to 7:00 p.m. weekends and holidays.
 - d. Calling attention to the OWNER of any errors or discrepancies, which may be suspected in lines and grades, which are established by the OWNER. The CONTRACTOR shall not proceed with the work until the lines and grades which are believed to be in error have been verified or corrected by the OWNER. Additional staking that may be required due to CONTRACTOR negligence shall be paid for by the CONTRACTOR.
 - e. The providing of safe and healthful working conditions throughout the prosecution of the construction work. This shall include, but not be limited to: the removal of debris, the protecting of construction hazards with barricades and the keeping of public street pavements clean of construction dirt and debris.
 - f. The restoration to the original condition or better of any areas that are damaged by the CONTRACTOR during construction.
 - g. The testing of materials, if required by the OWNER and/or the jurisdictional agencies.
 - h. The guarantee of all materials and workmanship for a period of one (1) year upon final acceptance by the OWNER and other jurisdictional agencies.

- i. Trees shall be installed a minimum of five (5) feet horizontally from sanitary sewers, sanitary services, watermains, and water services. Trees and light poles shall be installed a minimum of ten (10) feet horizontally from utility structures and appurtenances, including but not limited to manholes, valve vaults, valve boxes and fire hydrants.
- j. The contractor shall be responsible for implementation & maintenance of all soil erosion & sedimentation control measures throughout the entire project.
- k. Contractors are required to obtain applicable permits from the Municipality.

3. The OWNER shall be responsible for the following:

- a. Scheduling the necessary preconstruction meeting(s) with the jurisdictional agencies at least two (2) working days prior to the commencement of work.
- b. Insurance certificates from all contractors, naming the Village of WESTERN SPRINGS as additional insured, prior to preconstruction meeting being set.
- c. Providing the CONTRACTOR with one (1) set of control line and grade stakes (at offsets mutually agreed upon) for the proper preservation and control of the work.
- d. Applying for IEPA, IDOT, and all applicable County, Municipal and Sanitary District Permits. Other necessary permits shall be the responsibility of the CONTRACTOR.

4. The ENGINEER shall be responsible for the following:

- a. To periodically visit the construction site in order to better carry out the duties and responsibilities assigned by the OWNER and undertaken by the ENGINEER.
- b. The ENGINEER shall not, during such visits or as a result of such observations of the CONTRACTOR(s) work in progress, supervise, direct or have control over the work of the CONTRACTOR(s) or the work of the subcontractors. The ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR(s), for safety precautions and programs incident to the work of the CONTRACTOR(s) or for any failure of the CONTRACTOR(s) to comply with laws, rules, regulations or codes of practice. The CONTRACTOR(s) shall be responsible for the work of the CONTRACTOR(s) furnishing and performing their work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contracts by the CONTRACTOR(s) nor assume any liability for the CONTRACTOR(s) failure to furnish and perform their work in accordance with the Contract Documents.

5. Except where modified by the contract documents, all work proposed herein shall be in accordance with the following specifications, which are hereby made a part hereof:

- a. "Standard Specifications for Road and Bridge Construction", and "Supplemental Specifications and Recurring Special Provisions", latest edition, prepared by the Illinois Department of Transportation (IDOT Standard Specifications).

- b. Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, as adopted by the Illinois Society of Professional Engineers, et al.
- c. Illinois Urban Manual, latest edition.

- d. Village of WESTERN SPRINGS Codes and Ordinances, current edition when these plans were approved.
- e. American With Disabilities Act, Standards for Accessible Design, latest ed.

6. In the event of a conflict between statements, which apply to the construction work, the OWNER should contact the Public Works Director for direction.

Pipe Material

Pipe Specifications

Joint Specifications

Vitrified Clay Pipe	ASTM C-700	ASTM C-425
Reinforced Concrete Sewer Pipe	ASTM C-76	ASTM C-463
Cast Iron Soil Pipe	ASTM A-74	ASTM C-544
Ductile Iron Pipe	ANSI A21.51	ANSI A21.11
Polyvinyl Chloride (PVC) Pipe		
6-inch to 15-inch Diameter	ASTM D-3034	ASTM D-3212
18-inch to 27-inch Diameter $F/D \geq 46$	ASTM F-679	ASTM D-3212
High Density Polyethylene (HDPE)		
ASTM D-3350	ASTM D-3350	ASTM D-3261, F-2620 (heat fusion)
ASTM D-3035	ASTM D-3035	ASTM D-3212, F-477 (gasketed)
Water Main Quality PVC		
4-inch to 36-inch	ASTM D-2241	ASTM D-3139
4-inch to 12-inch	AWWA C905	ASTM D-3138
14-inch to 48-inch	AWWA C905	ASTM D-3139

The following materials are allowed on a qualified basis subject to District review and approval prior to permit issuance. A special condition will be added to the permit when the pipe material below is used for sewer construction or a connection is made.

Pipe Material

Pipe Specification

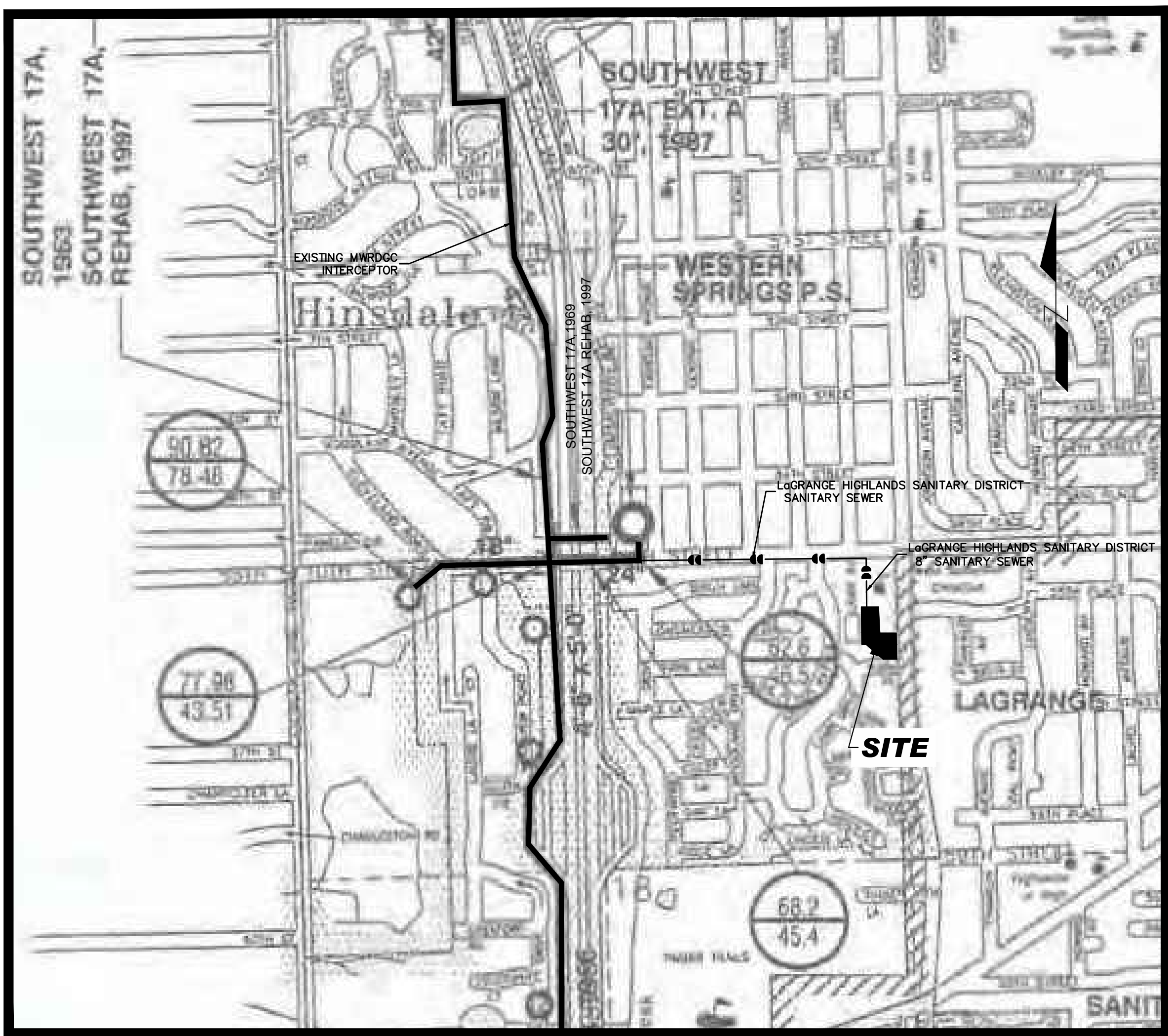
Joint Specification

12-inch to 24-inch Double Wall	ASTM F-2736	ASTM D-3212, F-4
30-inch to 60-inch Triple Wall	ASTM F-2764	ASTM D-3212, F-4

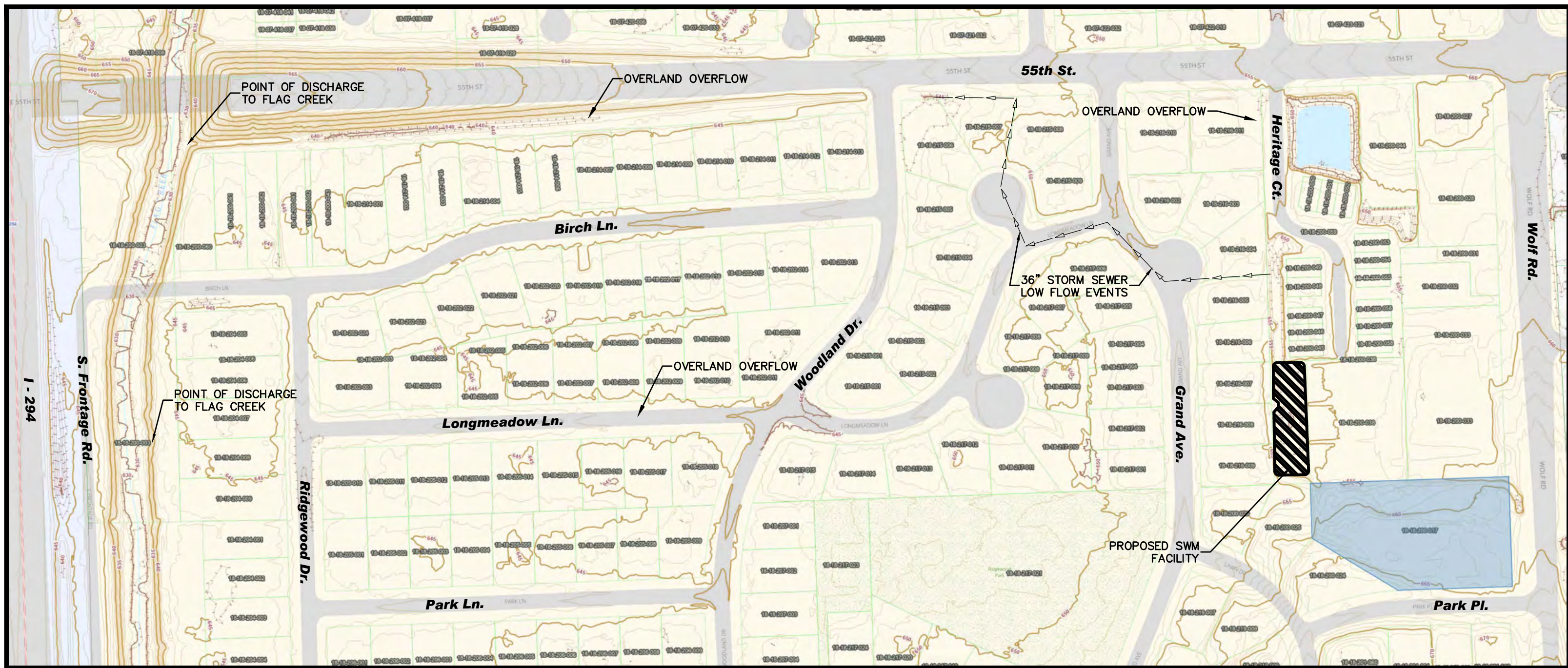
9. All sanitary sewer construction (and storm sewer construction in combined sewer areas) requires slope bedding with stone $\frac{3}{4}$ " to 1" in size, with minimum bedding thickness to be 4" for pipe 18" or less in diameter and 6" for pipe 24" or larger (4" inches or more than eight (8) inches). Material shall be CA-7, CA-11 or CA-13 and shall be extended 12" beyond each end of the pipe to be installed.
10. Non-shrink flexible-type couplings shall be used in the connection of sewer pipes of dissimilar pipe materials.
11. All manholes shall be provided with bolted, watertight covers. Sanitary lids shall be constructed with a concealed pickhole and watertight gasket with the word "sanitary" inscribed on the top of the cover.
12. When connecting to an existing sewer main by means other than an existing wye, to an existing manhole, one of the following methods shall be used:
 - a. A circular saw-cut of sewer main by proper tools ("shower-tap" machine or similar) proper to the size of the pipe, saddle, or tee saddle.
 - b. Remove an entire section of pipe (breaking only the top of one bell) and replace with a new trench section.
 - c. With pipe cutter, neatly and accurately cut out desired length of pipe for insertion or fitting, using "band seal" or similar couplings to hold it firmly in place.
13. Whenever a sanitary/combined sewer crosses under a watermain, the minimum vertical distance from the top of the sewer to the bottom of the watermain shall be 18" inches. The minimum horizontal distance of 10 feet between sanitary/combined sewer and watermain shall be maintained unless: the sewer is laid in a separate trench, kyle, or ditch; the sewer is installed in a trench, kyle, or ditch, and the sewer is installed in a watermain located at the opposite side on a bench of undisturbed earth, keeping a minimum 18" vertical separation. If either the vertical or horizontal distances described above cannot be achieved, the sewer shall be installed in a trench, kyle, or ditch, and constructed to water main standards or it shall be encased with a water main ductile iron casing.
14. All existing septic systems shall be abandoned. Abandoned tanks shall be filled with a granular material or removed.
15. All sanitary manholes, (and storm manholes in combined sewer areas), shall have a minimum inside diameter of 48 inches, and shall be cast in place or pre-cast reinforced concrete.
16. All sanitary manholes, (and storm manholes in combined sewer areas), shall have precast manhole tops that conform to ASTM A-323 for all pipe connections. Precast sections consist of modified groove tongue and rubber gasket type joints.
17. All abandoned sanitary sewers shall be plugged at both ends with at least 2 feet long non-shrink concrete or mortar plug.
18. Except for foundation/footing drains provided to protect buildings, or perforated pipe used for drainage of foundations, all storm sewers, sanitary sewers, and storm sewers are not allowed to be connected to or tributary to combined sewers. Sanitary sewers, storm sewers tributary to combined sewers in combined sewer areas. Construction of storm sewers, sanitary sewers, or storm sewers tributary to combined sewers shall be encountered within the project area shall be plugged or removed, and shall not be connected to combined sewers, sanitary sewers, or storm sewers tributary to combined sewers.
19. A backflow preventer is required for all detention basins tributary to combined sewer areas. Required backflow preventers shall be inspected and exercised annually by the property owner. The property owner shall maintain and exercise the backflow preventer to ensure functionality. In the event of a sewer surge into an open detention basin, the contractor shall construct a temporary barrier to prevent the sewage from flowing into the sewage takes place within 48 hours of the storm event.

E. Erosion and Sediment Control

1. The contractor shall install the erosion and sediment control devices as shown on the approved erosion and sediment control plan.
2. Erosion and sediment control practices shall be functional prior to hydrologic disturbance of the site.
3. All design criteria, specifications, and installation of erosion and sediment control practices shall be in accordance with the Illinois urban manual.
4. A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.
5. Inspections and documentation shall be performed, at a minimum:
 - a. Upon completion of initial erosion and sediment control measures, prior to any soil disturbance.
 - b. Once every seven (7) calendar days and within 24 hours of the end of a storm event with greater than 0.5 inch of rainfall or liquid equivalent precipitation.
6. Soil disturbance shall be conducted in such a manner as to minimize erosion. If stripping, clearing, grading, or landscaping are to be done in phases, the co-permittee shall plan for appropriate erosion and sediment control measures.
7. A stabilized mat of crushed stone meeting the standards of the Illinois urban manual shall be installed at any point where traffic will be entering or leaving a construction site. Sediment or soil reaching an improved public right-of-way, street, alley or parking area shall be immediately removed and disposed of by cleaning as accumulations warrant and transported to a controlled sediment disposal area.
8. Concrete washout facilities shall be constructed in accordance with the Illinois Urban Manual and shall be installed prior to any on site construction activities involving concrete.
9. Mortar washout facilities shall be constructed in addition to concrete washout facilities for any on site construction activities involving concrete.
10. Temporary diversions shall be constructed as necessary to direct all runoff from hydrologically disturbed areas to an appropriate sediment trap or basin. Volume control facilities shall not be used as temporary sediment basins.
11. Disturbed areas of the site where construction activities have temporarily or permanently exposed the soil shall be protected by sediment control measures within seven (7) days.
12. All flood protection areas and volume control facilities shall, at a minimum, be protected with a double-row of silt fence (or equivalent).
13. Volume control facilities shall not be constructed until all of the contributing drainage area has been stabilized.
14. Soil stockpiles shall, at a minimum, be protected with perimeter sediment controls. Soil stockpiles shall not be placed in flood protection areas or their buffers.
15. Earthen embankment side slopes shall be stabilized with appropriate erosion control blanket.
16. Storm sewers that are or will be functioning during construction shall be protected by appropriate sediment control measures.
17. The contractor shall either remove or replace any existing drain tiles and incorporate them into the storm drainage plan for the development. Drain tiles cannot be tributary to a sanitary combined sewer. Drain tiles allowed in combined sewer area for green infrastructure practices.
18. If dewatering services are used, adjoining properties and discharge locations shall be protected from erosion and sedimentation. Dewatering systems should be inspected daily during operational periods. The site inspector must be present at the commencement of dewatering activities.
19. The contractor shall be responsible for trench dewatering and excavation for the installation of sanitary sewers, storm sewers, watermain as well as their services and other appurtenances. Any trench dewatering, which contains sediment shall pass through a sedimentation tank or other effective sediment control device. Alternatives may include dewatering into a sump pit, filter bag or existing vegetated upslope area. Sediment laden water shall not be discharge to waterways, flood protection areas or the combined sewer system.
20. All permanent erosion control practices shall be initiated within seven (7) days following the completion of soil disturbing activities.
21. All erosion and sediment control measures shall be maintained and repaired as needed on a year-round basis during construction and any periods of construction shutdown until permanent stabilization is achieved.
22. All temporary erosion and sediment control measures shall be removed within thirty (30) days after permanent site stabilization.
23. The erosion and sediment control measures shown on the plans are the minimum requirements. Additional measures may be required, as directed by the Engineer, Site Inspector or the WWSA.



SANITARY ROUTING EXHIBIT



STORM ROUTING EXHIBIT

REVIEW SET
NOT FOR CONSTRUCTION

REVIEWS			BY
NO.	DATE	DESCRIPTION	
1	06-17-24	PER WESTERN HIGHLANDS SD	DNV
2	06-16-24	PER WESTERN SPRINGS REVIEW	SD
3	11-04-24	PER COTOH REVIEW	DNV
4	11-04-24	PER VILLAGE REVIEW	DNV
5	12-12-24	PER VILLAGE REVIEW	DNV
6	01-27-25	PER REVISED GEOM FRY	DNV
7	03-17-25	PER CULTURE REVIEW	DNV
8	04-08-25	PER VILLAGE COMMENT	DNV
9	04-08-25	PER VILLAGE COMMENT	DNV

McNAUGHTON DEVELOPMENT
111S220 JACKSON ST. Ste. 10
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING

10 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326 - 4961

Fax: (708) 326-4962

IL PROF. LIC. No.: 184 - 003740



PROJECT INFORMATION

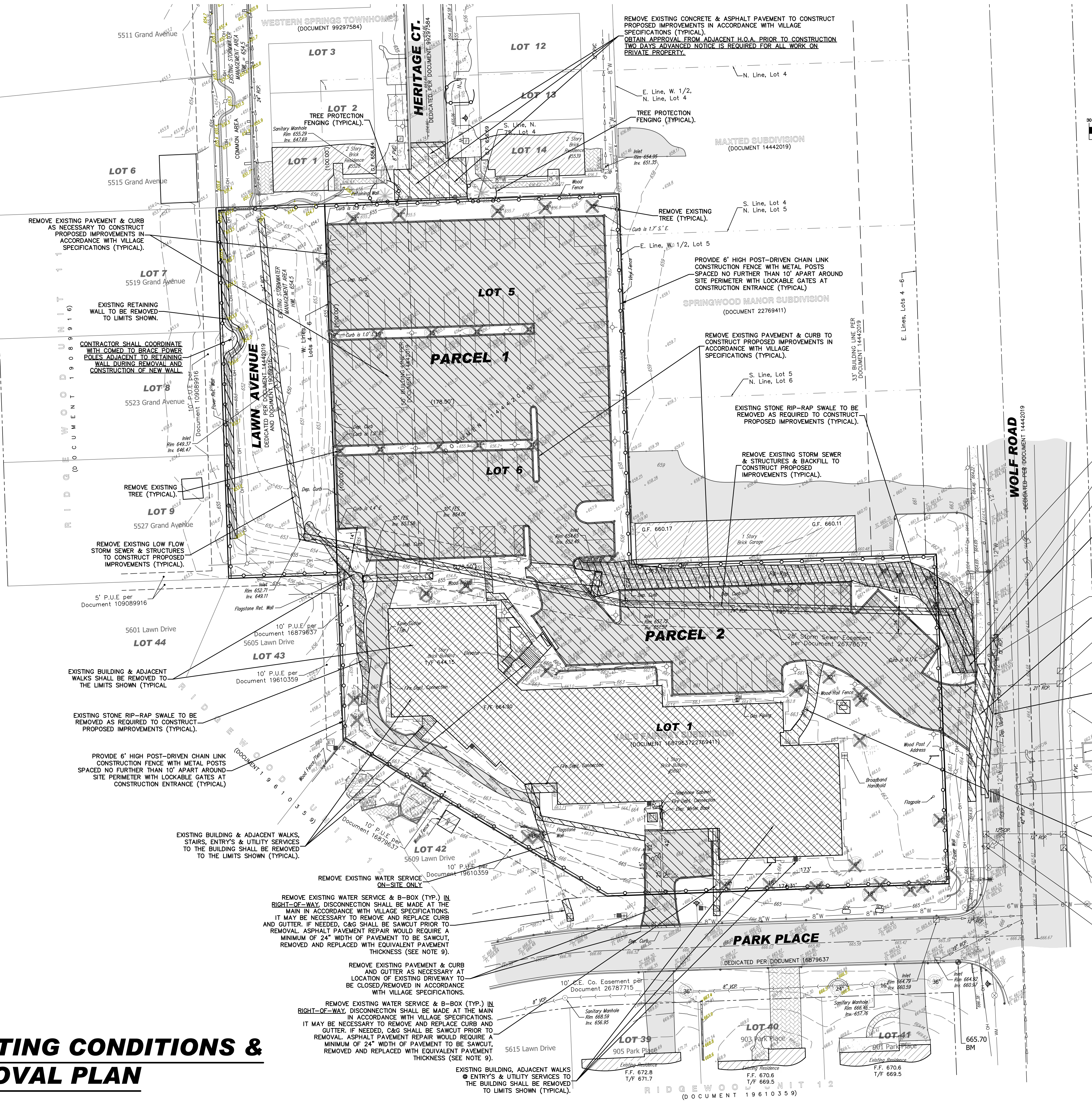
Project No.: 24-0001
Scale: NONE
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

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OF
20

PROJECT SPECIFICATIONS & GENERAL NOTES

EXISTING CONDITIONS & REMOVAL PLAN

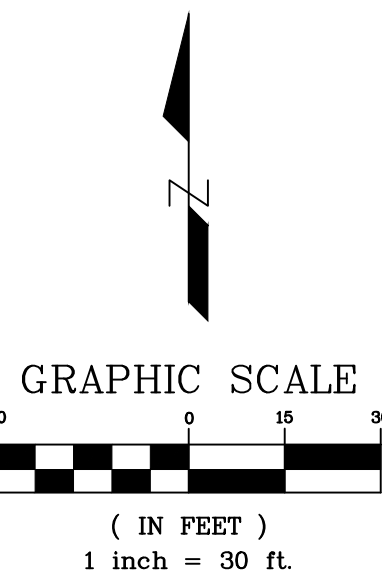
GRAND AVE.



NOTES:

- HERITAGE SPRINGS HOA SHALL BE NOTIFIED AT LEAST 2 DAYS IN ADVANCE FOR ALL WORK TO BE COMPLETED ON PRIVATE PROPERTY.

HERITAGE SPRINGS HOA
RON LEJCAR
rpmekcar@gmail.com
(630) 841-5560



REVISIONS		BY
NO.	DATE	DESCRIPTION
1	08-17-24	PER LAGRANGE - HIGHLANDS SD
2	08-26-24	PER WESTERN SPRINGS REVIEW
3	10-17-24	PER VILLAGE REVIEW
4	11-04-24	PER CDDOTH REVIEW
5	01-17-25	PER RIDGEWOOD REVIEW
6	03-17-25	PER VILLAGE REVIEW
7	03-17-25	PER CDDOTH REVIEW
8	03-26-25	PER VILLAGE COMMENT
9	04-08-25	PER VILLAGE COMMENT

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
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FINAL ENGINEERING PLANS
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MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740



PROJECT INFORMATION	
Project No.:	24-0001
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Drawn By:	DEI
Checked By:	SDD

4 OF 20

REVIEW SET
NOT FOR CONSTRUCTION

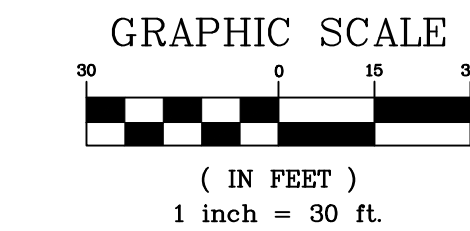
EXISTING CONDITIONS AND REMOVAL PLAN

- UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL, LATEST EDITION, AND ALL OTHER AUTHORITIES HAVING JURISDICTION.
2. THE APPLICANT AND/OR CONTRACTOR IS RESPONSIBLE FOR INSURING THE OBTAINED PERMIT WITH THE COMPLETED SWPPP IS POSTED ON SITE IN A PROMINENT LOCATION BEFORE BEGINNING ANY TYPE OF WORK ON SITE AND SHALL CONTACT THE VILLAGE AT LEAST 2 WORKING DAYS BEFORE THE START OF CONSTRUCTION, INSTALLATION OF SEDIMENT AND EROSION MEASURES AND COMPLETION OF FINAL LANDSCAPING.
3. THE VILLAGE SHALL BE PROVIDED WITH A COPY OF THE IEPA LETTER OF NOTIFICATION OF CONSTRUCTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE DEVELOPER IS RESPONSIBLE FOR HAVING THE SWPPP AND A STAMPED AND SIGNED COPY OF THE APPROVED SOIL EROSION AND SEDIMENT CONTROL PLAN ON SITE AT ALL TIMES AND BE PRESENTED WHEN REQUESTED BY ANY AUTHORIZED AGENCY.
5. THE CONTRACTOR SHALL INSPECT THE EROSION AND SEDIMENT CONTROL PRACTICES EVERY SEVEN (7) DAYS AND AFTER 0.5" OR MORE RAINFALL, IMMEDIATE REPAIR SHALL BE MADE OF ANY DAMAGED EROSION CONTROL ELEMENTS THROUGHOUT THE CONSTRUCTION OF THE PROJECT.
6. ALL CONSTRUCTION TRAFFIC SHALL ENTER SITE ONLY AT PROPOSED STABILIZED CONSTRUCTION ENTRANCE AS SHOWN ON PLANS.
7. ALL DIRT, MUD, OR DEBRIS THAT REACHES THE PUBLIC ROADS SHALL BE CLEANED IMMEDIATELY BY THE CONTRACTOR.
8. TECHNIQUES SHALL BE EMPLOYED TO PREVENT THE BLOWING OF DUST OR SEDIMENT FROM THE SITE.
9. SILT FENCE, SILT BASINS, AND STABILIZED CONSTRUCTION ENTRANCE(S) SHALL BE CONSTRUCTED AS DETAILED ON THE FINAL ENGINEERING PLANS PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN IN PLAN UNTIL THE DISTURBED AREA IS STABILIZED. IN ADDITION, SILT FENCE SHALL BE PROVIDED FOR AREAS DRAINING 200' AND GREATER IN ACCORDANCE WITH NRCS CODE 920.
10. SCHEDULE OF CONTROL MEASURE IMPLEMENTATION:
 - A. CONSTRUCT THE APPLICABLE PORTIONS OF THE EROSION AND SEDIMENTATION CONTROLS PRIOR TO SITE CLEARING.
 - B. CONTROL SITE DEVELOPMENT IN ACCORDANCE WITH THE SPECIFICATIONS.
 - C. CONTINUE IN PROTECTION, CONSTRUCTION OF EROSION CONTROL, DRAINING OF STORM STRUCTURES AND THE LIKE ON A REGULAR BASIS AFTER EACH HEAVY RAIN OR AS OTHERWISE REQUIRED.
11. THE ESTIMATED CONSTRUCTION SCHEDULE IS AS FOLLOWS:

DEMOLITION	WINTER	2025
MASS EARTHWORK	WINTER	2025
TEMPORARY BASIN STABILIZATION	SPRING	2025
UNDERGROUND IMPROVEMENTS	SPRING/SUMMER	2025
ROADWAY (CURB & PAVEMENT)	SUMMER	2025
BUILDING CONSTRUCTION	SUMMER	2025
FINAL GRADING	SUMMER	2025
BASEIN STABILIZATION	SUMMER	2025
FINAL LANDSCAPING	SUMMER	2026

THE ENTIRE SITE MUST BE STABILIZED, USING A HEAVY MULCH LAYER OR ANOTHER METHOD AT THE CLOSE OF THE CONSTRUCTION SEASON.
12. DISTURBED AREAS WITHIN ALL PUBLIC R.O.W.'S SHALL BE RESTORED W/ 6" MIN. TOPSOIL & SOD. RESTORATION SHALL OCCUR IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION, LEAVING PERMITTING. ALL OTHER DISTURBED AREAS SHALL BE RESTORED WITH 4" TOPSOIL & SOD.
13. STEEP SLOPES ARE NOT PERMITTED IN AREAS OF CONCENTRATED FLOW. ROCK CHECK DAMS SHALL BE USED IN THESE AREAS. TECHNIQUES THAT DIVERT UPLAND RUNOFF PAST DISTURBED SLOPES SHALL BE EMPLOYED.
14. THE DETENTION BASIN AND DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AS SPECIFIED IN DETAILS. ALL OPEN LD DRAINAGE STRUCTURES LOCATED IN YARD AREAS AND THE SEDIMENTATION BASIN MUST BE PROTECTED PER INLET PROTECTION DETAILS UNTIL SUCH A TIME THAT THE LANDSCAPING IS IN PLACE AND EFFECTIVELY PREVENTING FLOW OF SILT. ALL SLOPE PROTECTION STRUCTURES, ALL OPEN LD DRAINAGE STRUCTURES IN PAVED AREAS SHALL HAVE FILTER BASKETS INSTALLED UNDER THE LIDS. IN THE EVENT THE GRAVEL BASE IS NOT IN PLACE UPON INSTALLATION, INLET PROTECTION SHALL BE PROVIDED AS IS REQUIRED BY THE INLET PROTECTION DETAILS.
15. EROSION CONTROL BLANKET (ECB) SHALL BE INSTALLED TO ALL DISTURBED AREAS WITH SLOPES EQUAL TO OR STEEPER THAN 5H:1V AND IN CRITICAL AREAS (EX: DETENTION BASIN PERIMETERS, STREAMBANKS, BERMS, ETC.) IMMEDIATELY UPON FINAL GRADING. S175 NORTH AMERICAN GREEN (OR SIMILAR) ECB SHALL BE USED. ECB WITH GREEN DYE IS NOT ACCEPTABLE.
16. SOIL STOCKPILES SHALL BE STABILIZED OR COVERED AT THE END OF EACH WORKDAY. STOCKPILES TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.
17. DURING DRAINAGE OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS; DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
18. AN INCIDENT OF NON-COMPLIANCE (ON) MUST BE COMPLETED AND SUBMITTED BY THE OWNER TO THE IEPA AND COPIED TO THE VILLAGE IF, AT ANY TIME, AN EROSION OR SEDIMENT CONTROL DEVICE FAILS.
19. A NOTICE OF TERMINATION (NOT) SHALL BE COMPLETED BY THE OWNER IN COMPLIANCE WITH THE NPDES PHASE II REQUIREMENTS WHEN ALL PERMANENT EROSION CONTROL MEASURES ARE IN PLACE WITH A 70% PERCENT COVER BY PERMANENT VEGETATION. THE NOTICE OF TERMINATION SHALL BE SENT TO THE IEPA AND THE VILLAGE.
20. THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO CONTROL WASTE SUCH AS DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, LITTER AND GASES AND WASTE AT THE CONSTRUCTION SITE THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY.

E1	CONSTRUCTION ENTRANCE PER NRCS SPECIFICATIONS
E2	SILT FENCE PER NRCS SPECIFICATIONS
E3	CULVERT / FES PROTECTION PER OR EQUIVALENT TO NRCS SPECIFICATIONS AND STANDARD DRAWING NO. IL-610
E4	CONCRETE WASHOUT AREA
E5	INLET PROTECTION PER OR EQUIVALENT TO NRCS SPECIFICATION
E6	CULVERT / FES PROTECTION PER OR EQUIVALENT TO NRCS SPECIFICATIONS AND STANDARD DRAWING NO. IL-508SF
E7	DOUBLE ROW OF SILT FENCE PER NRCS SPECIFICATIONS
E8	SEDIMENT FOREBAY (SEE MWRD DETAIL SHEET XX)
E9	ROLLED EROSION CONTROL



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NO	DATE	DESCRIPTION	
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6	01-27-25	PER REVISED GEOMTRY	DNA
7	03-16-25	PER CULTVERT GEOMTRY	DNA
8	03-26-25	PER VILLAGE COMMENT	DNA
9	04-08-25	PER VILLAGE COMMENT	DNA

**McNAUGHTON DEVELOPMENT
15220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400**

**FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS**

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
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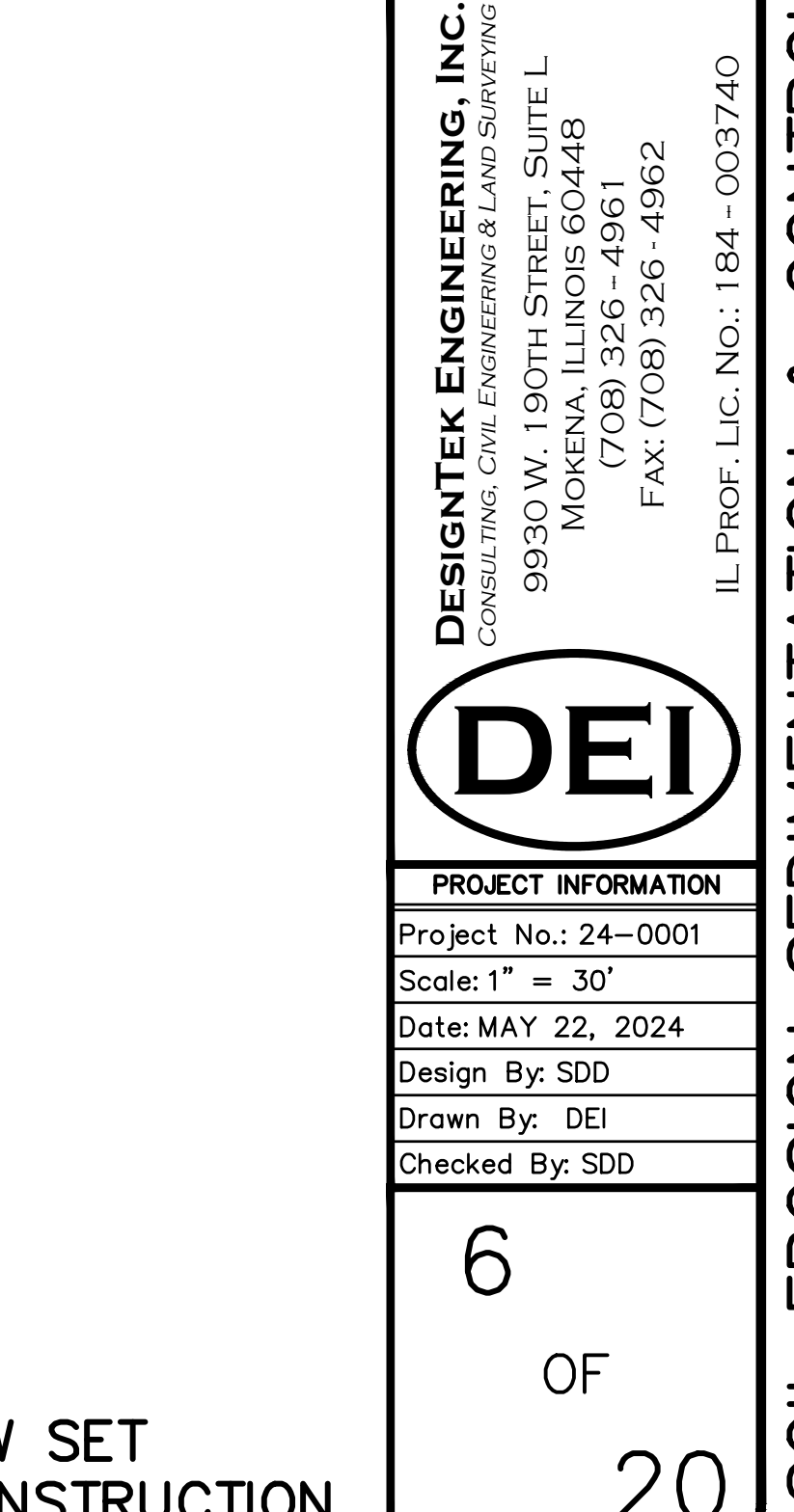
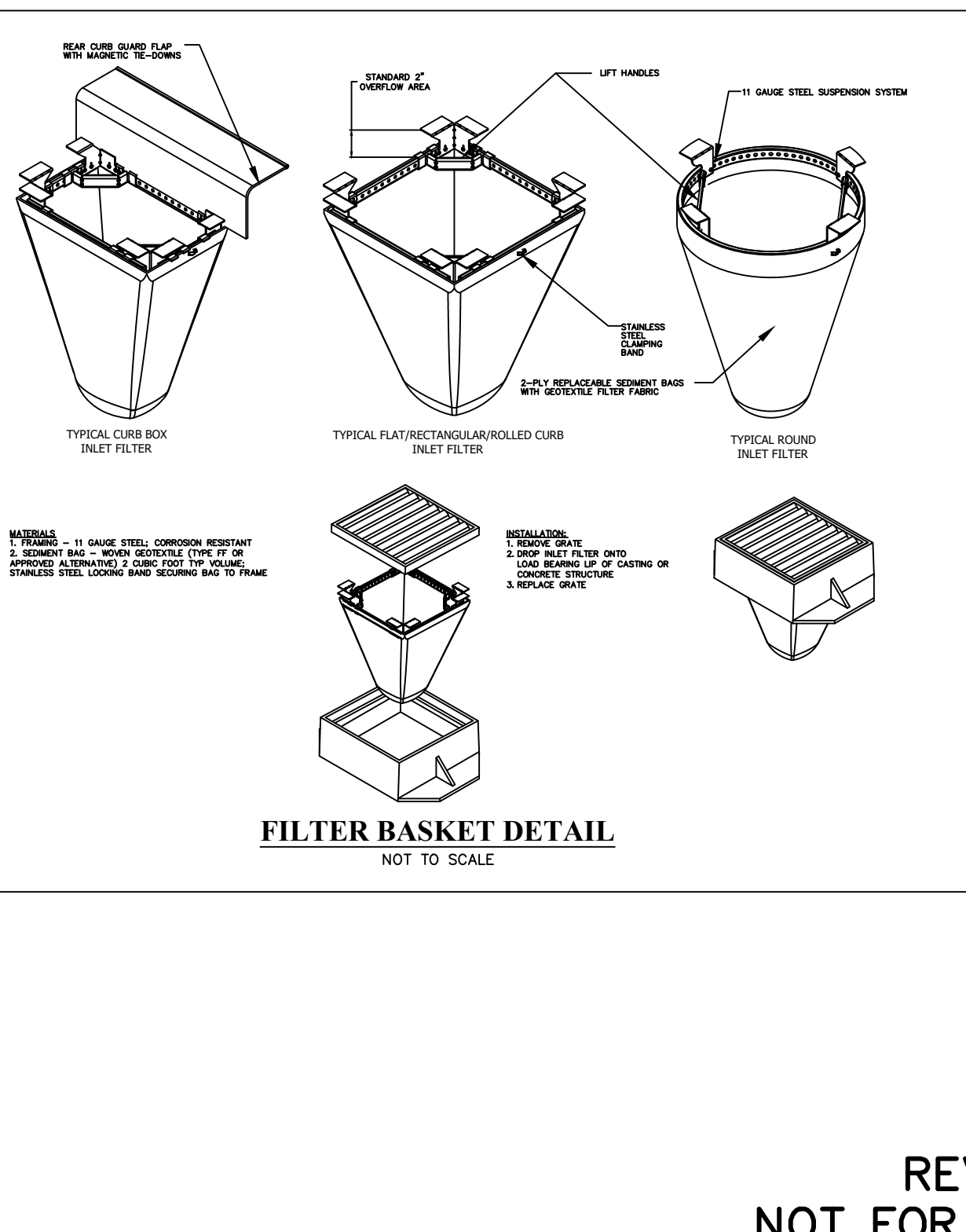
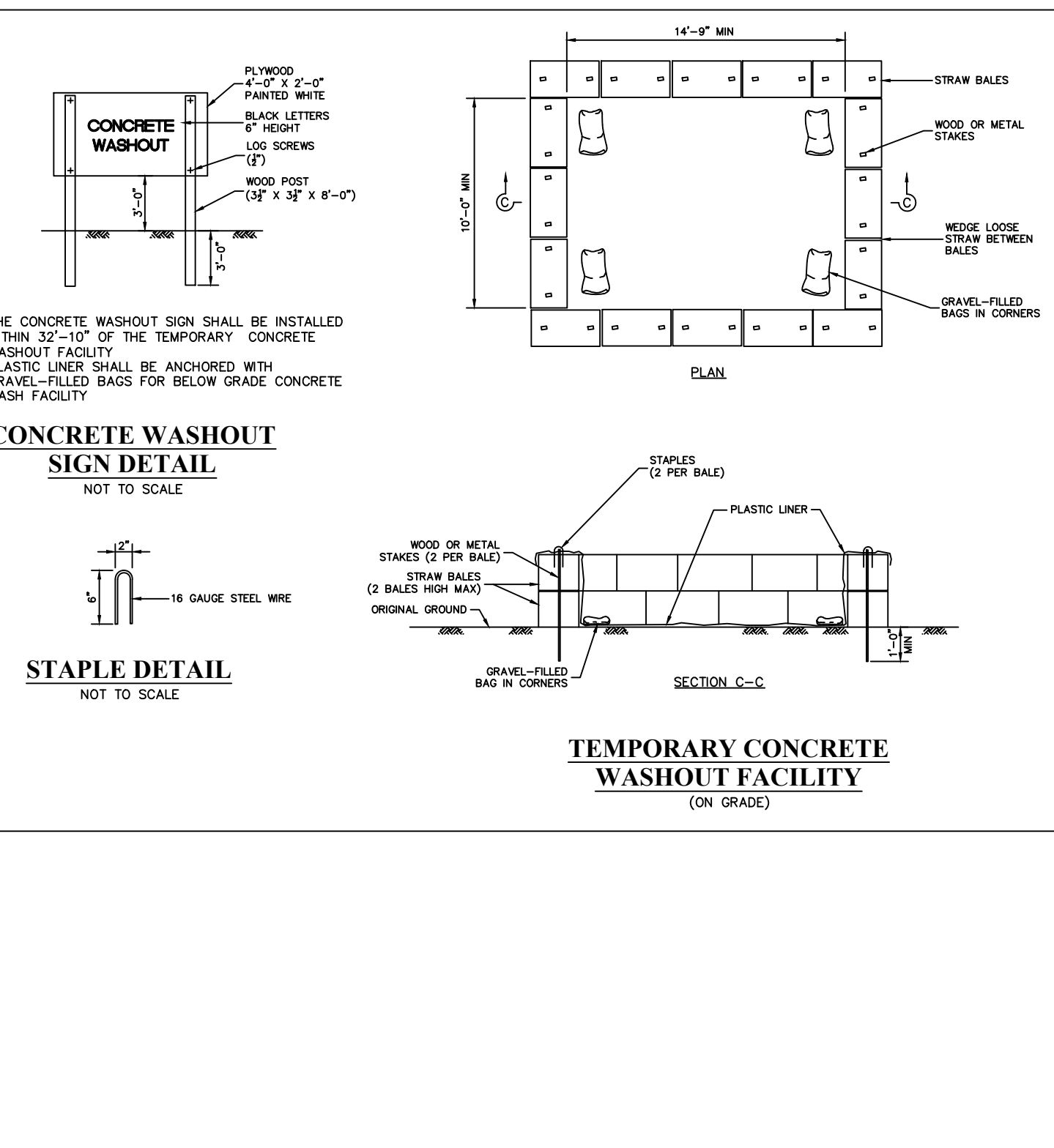
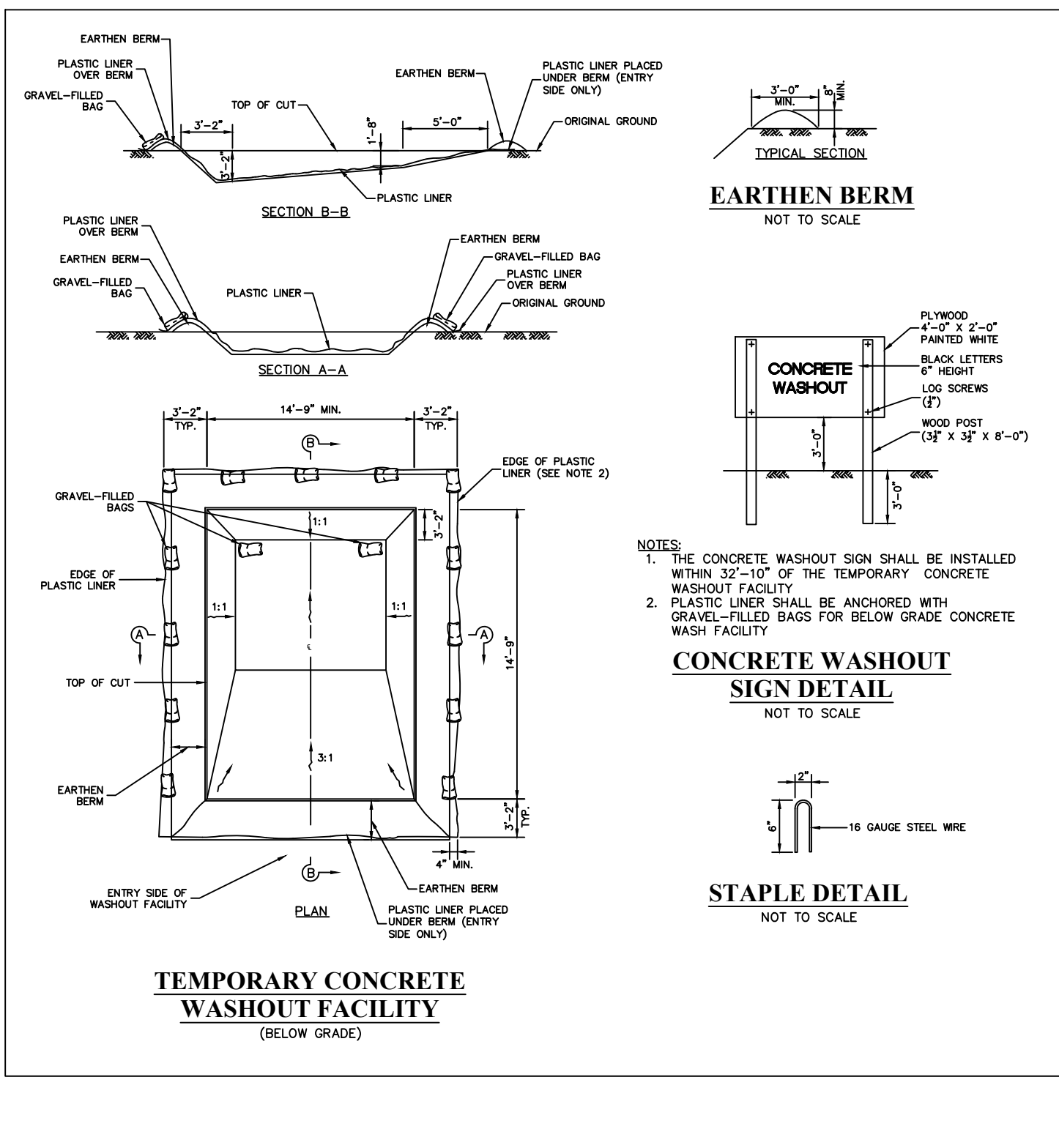
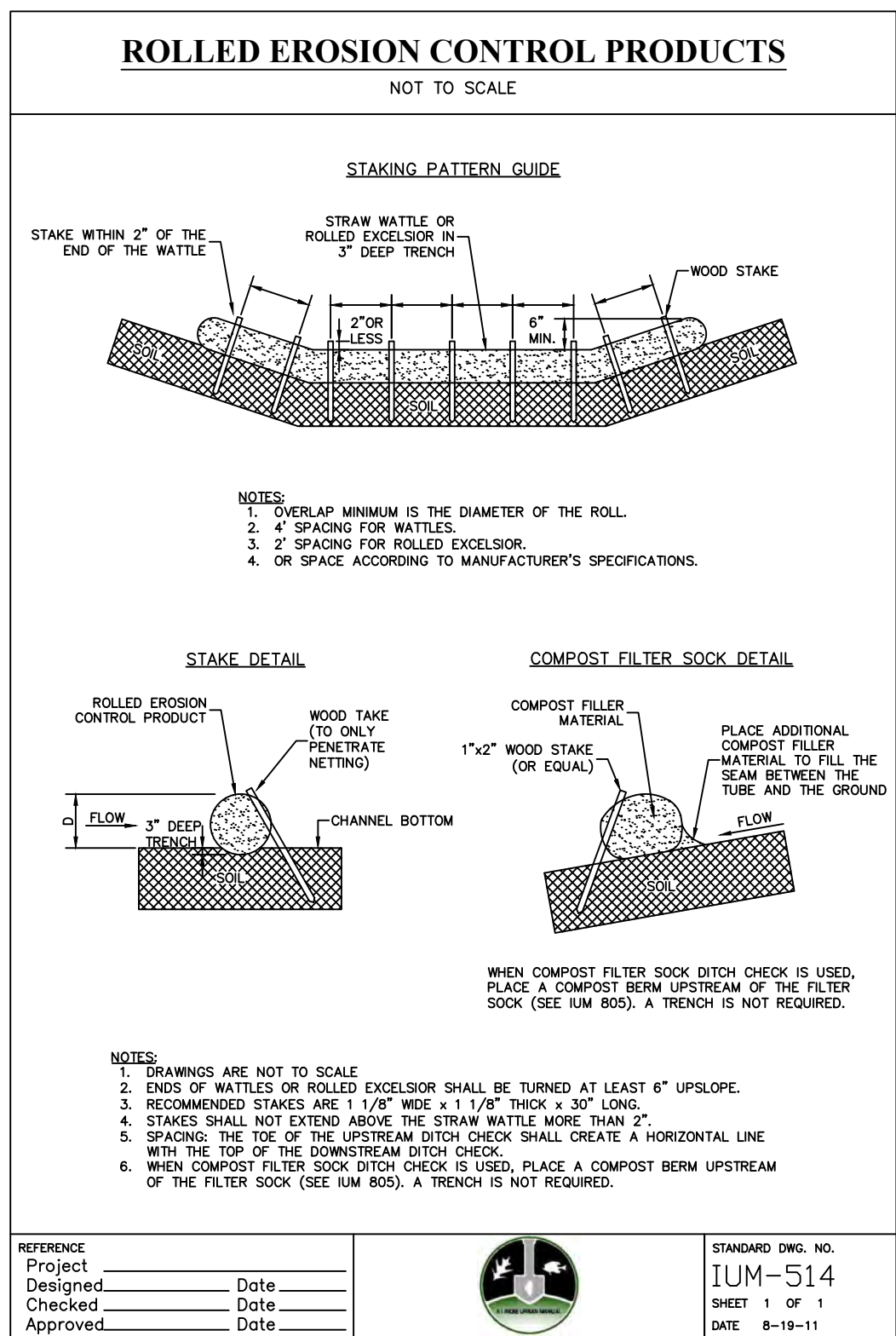
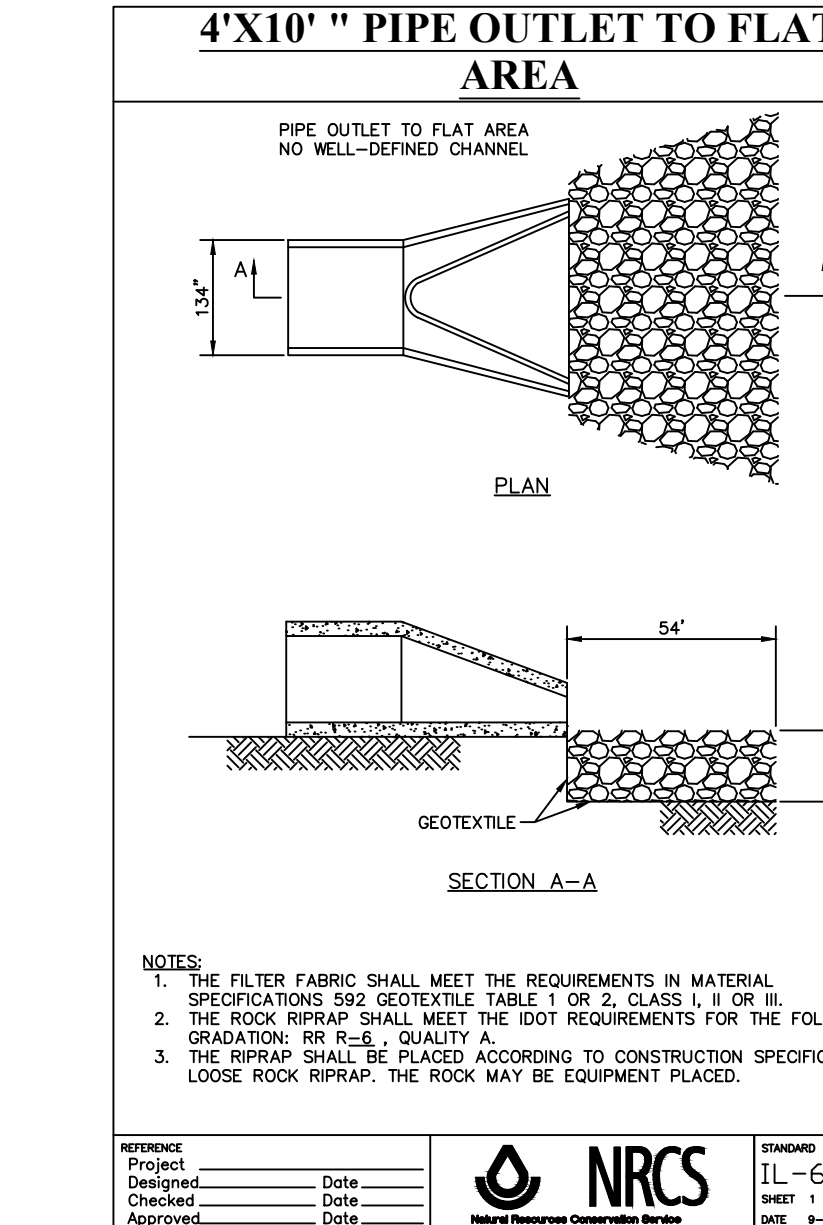
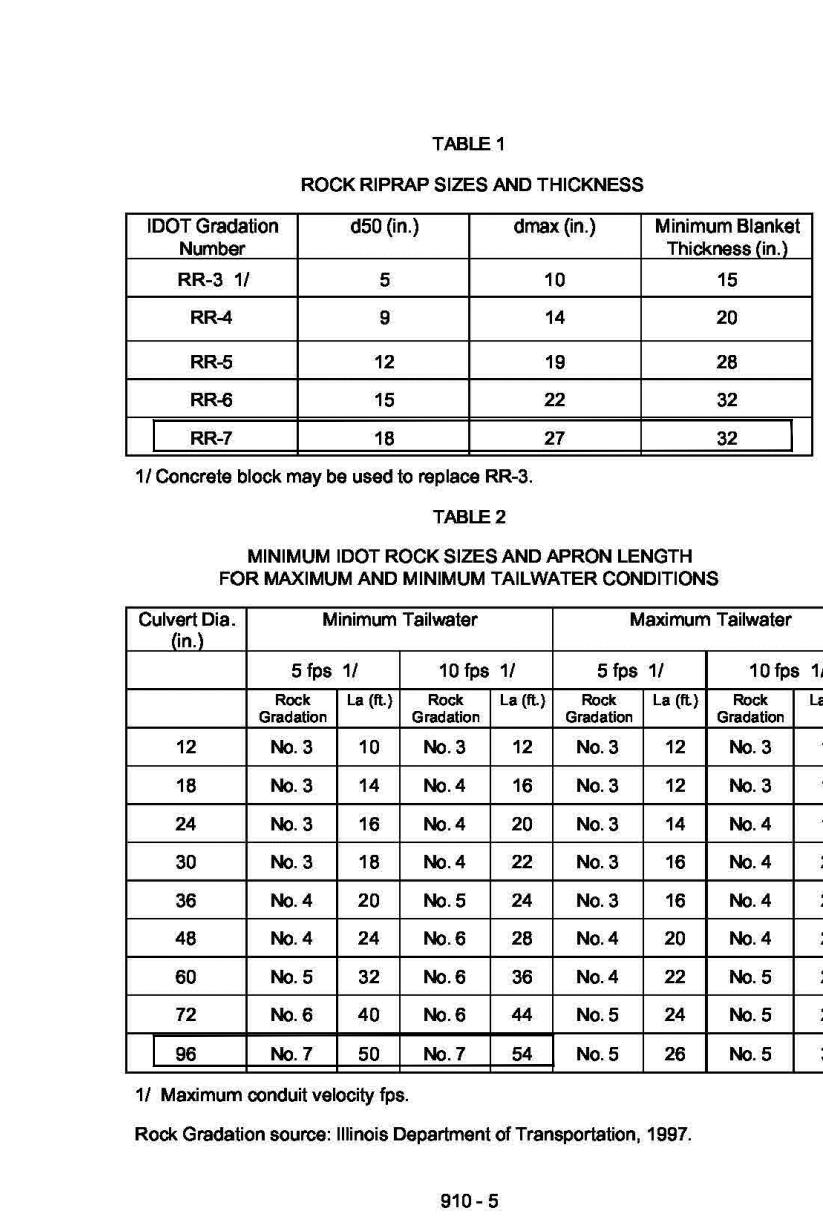
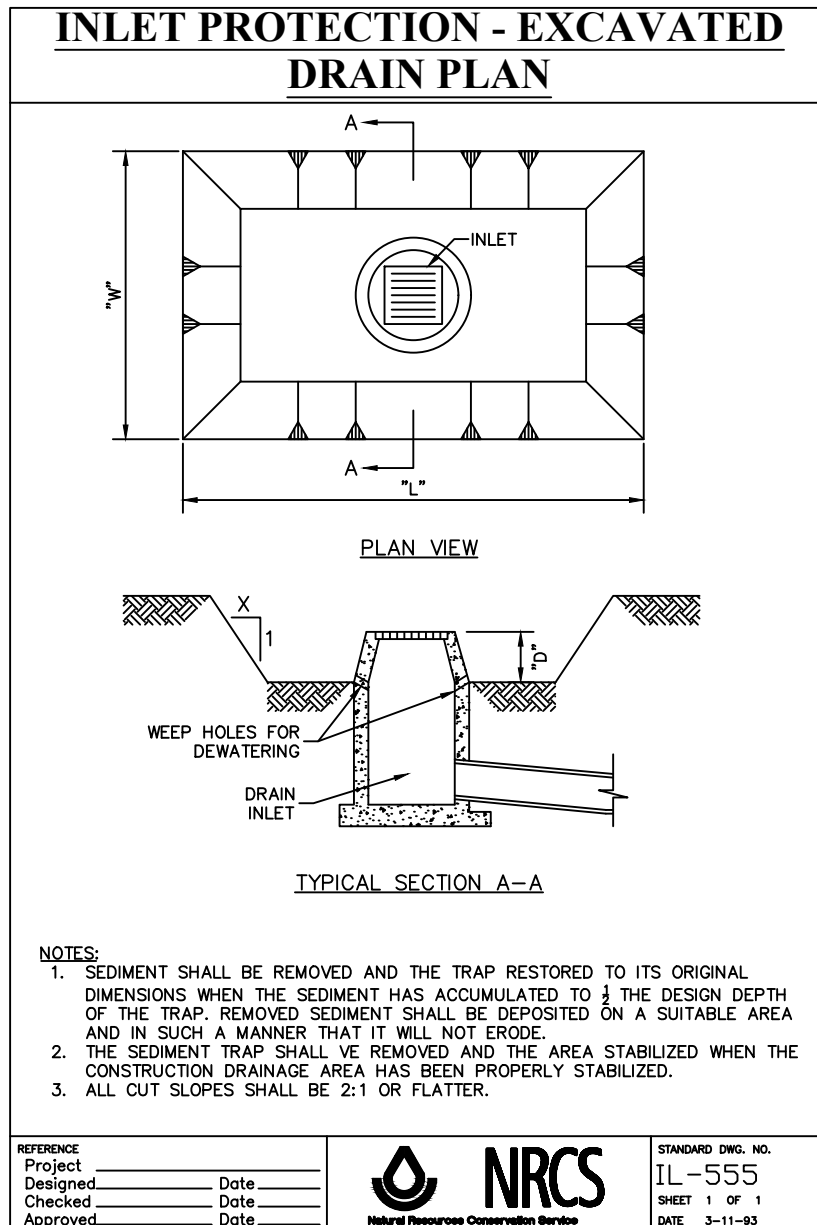
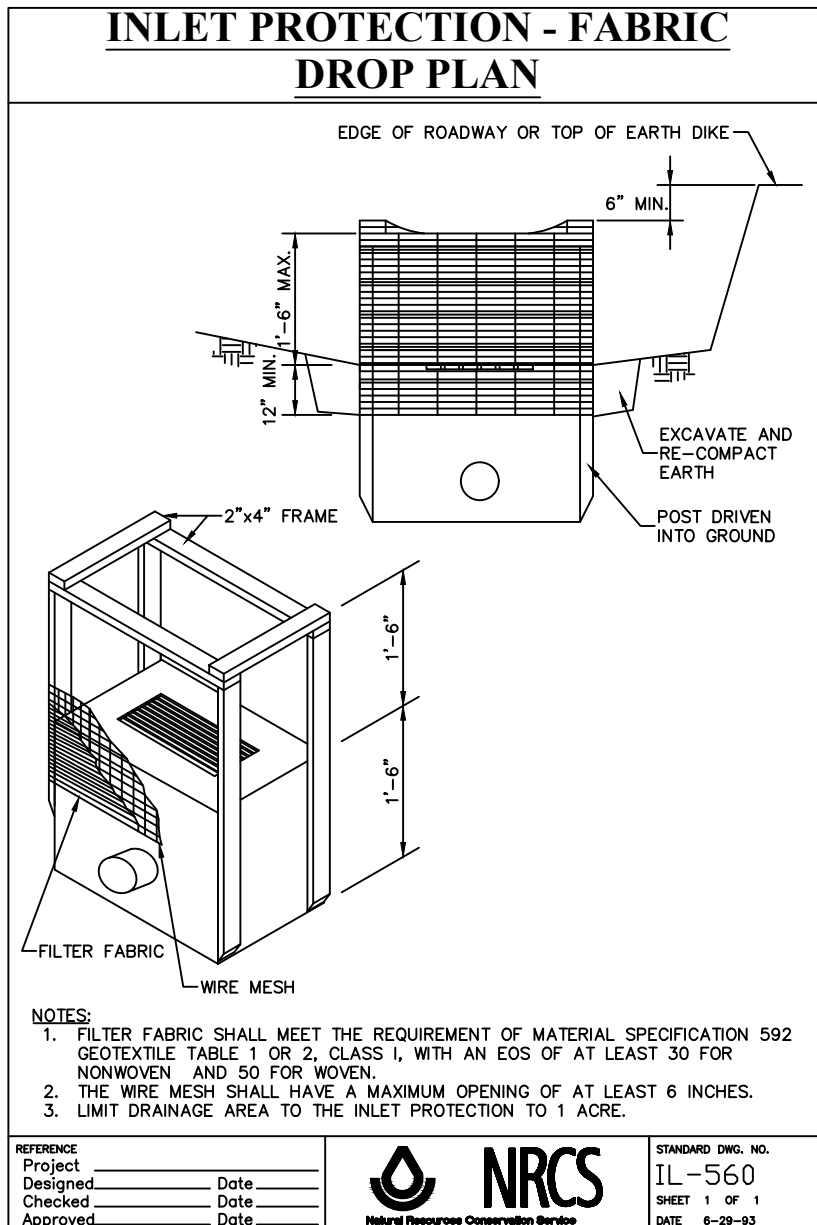
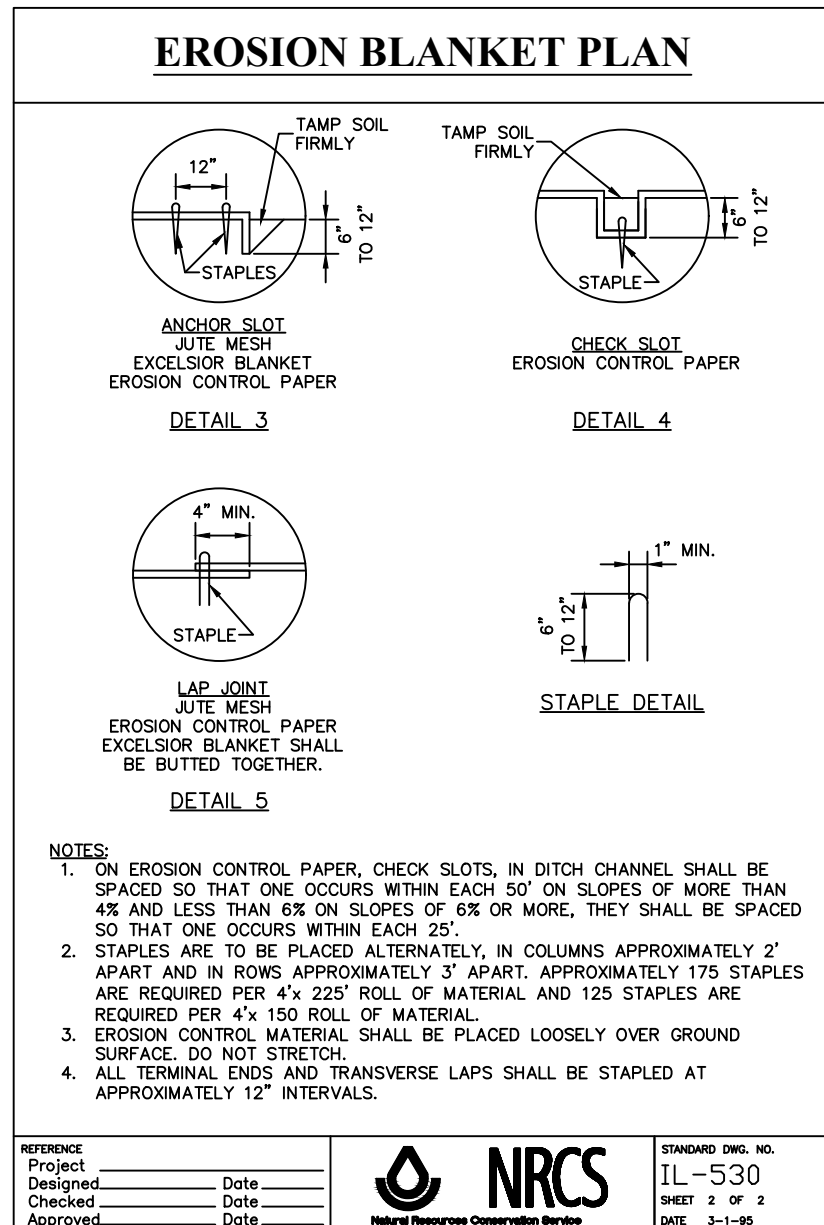
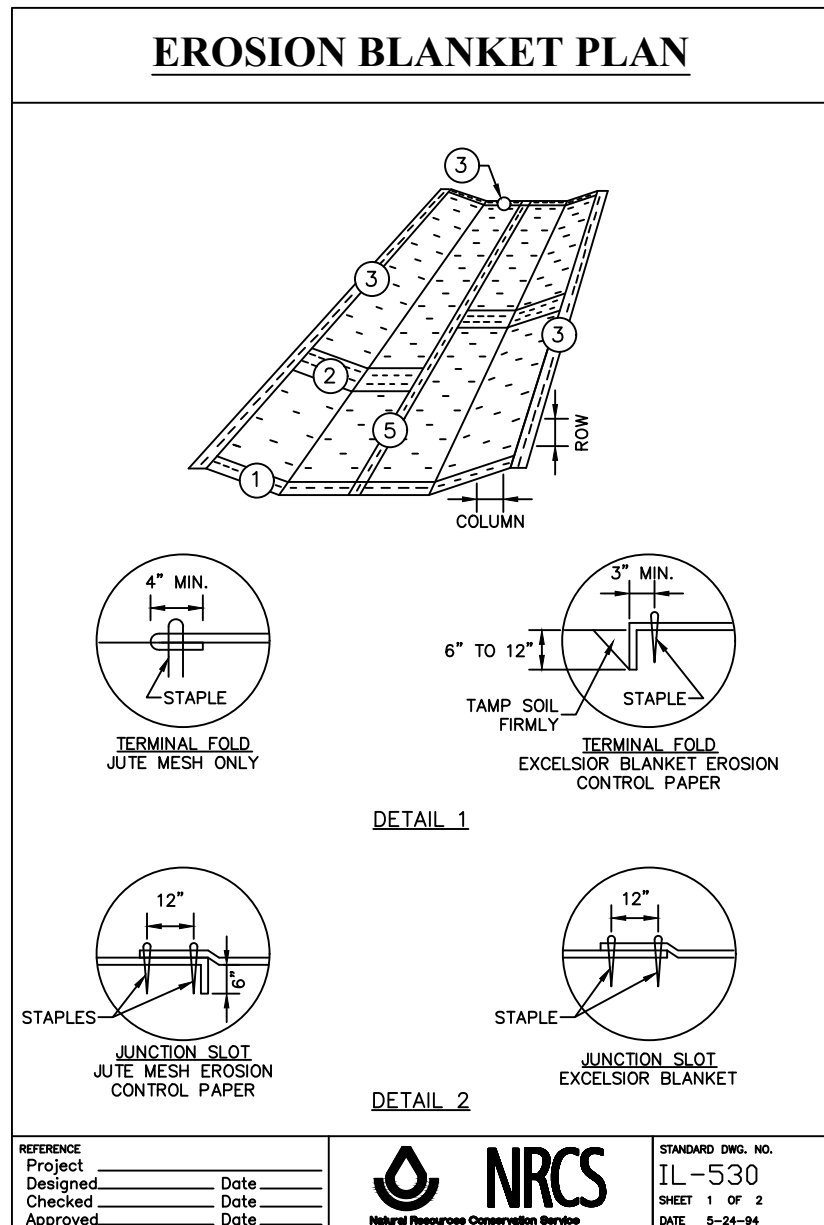
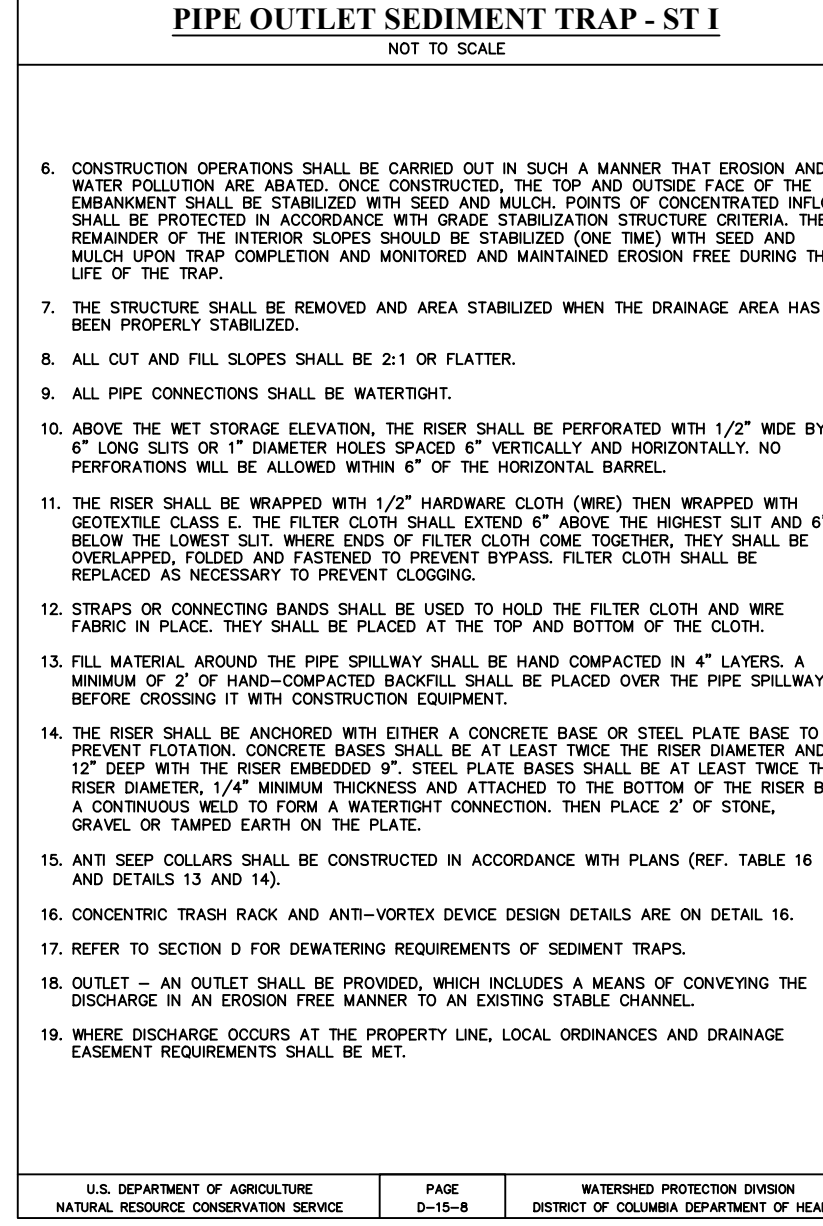
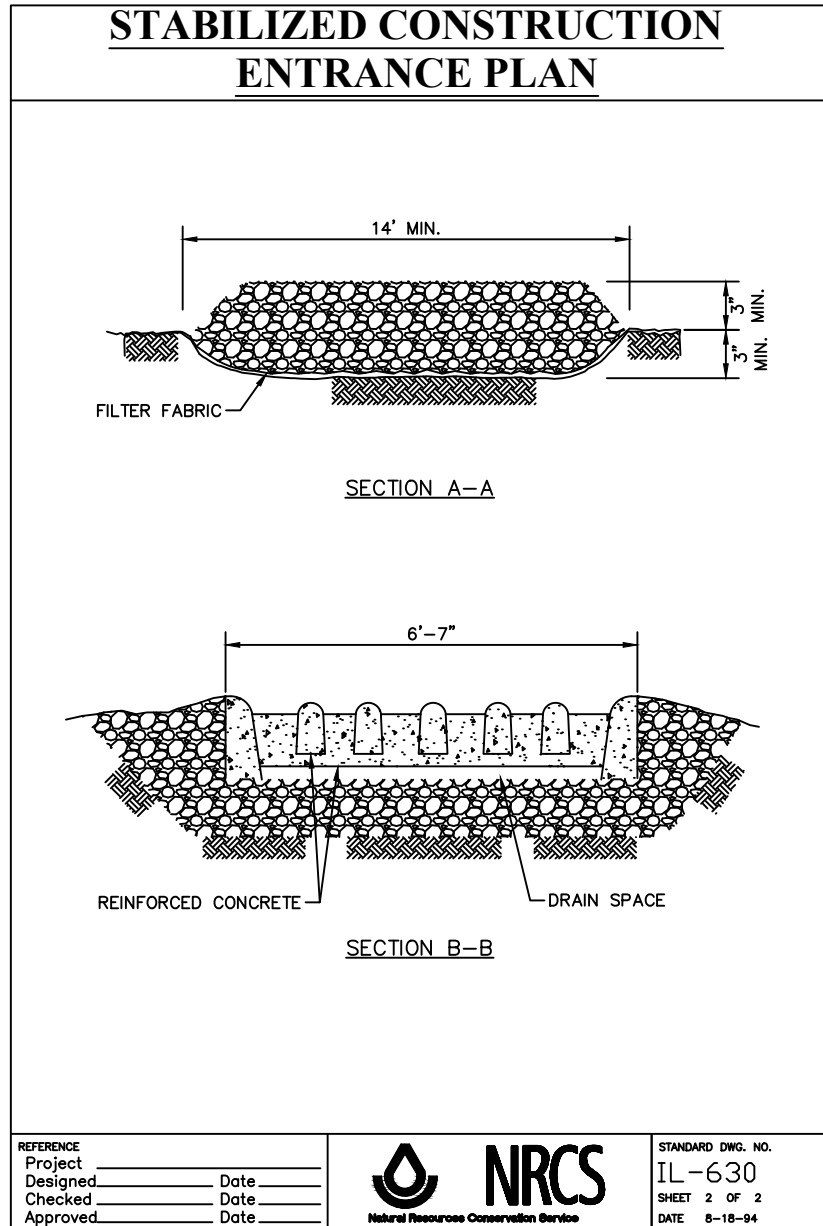
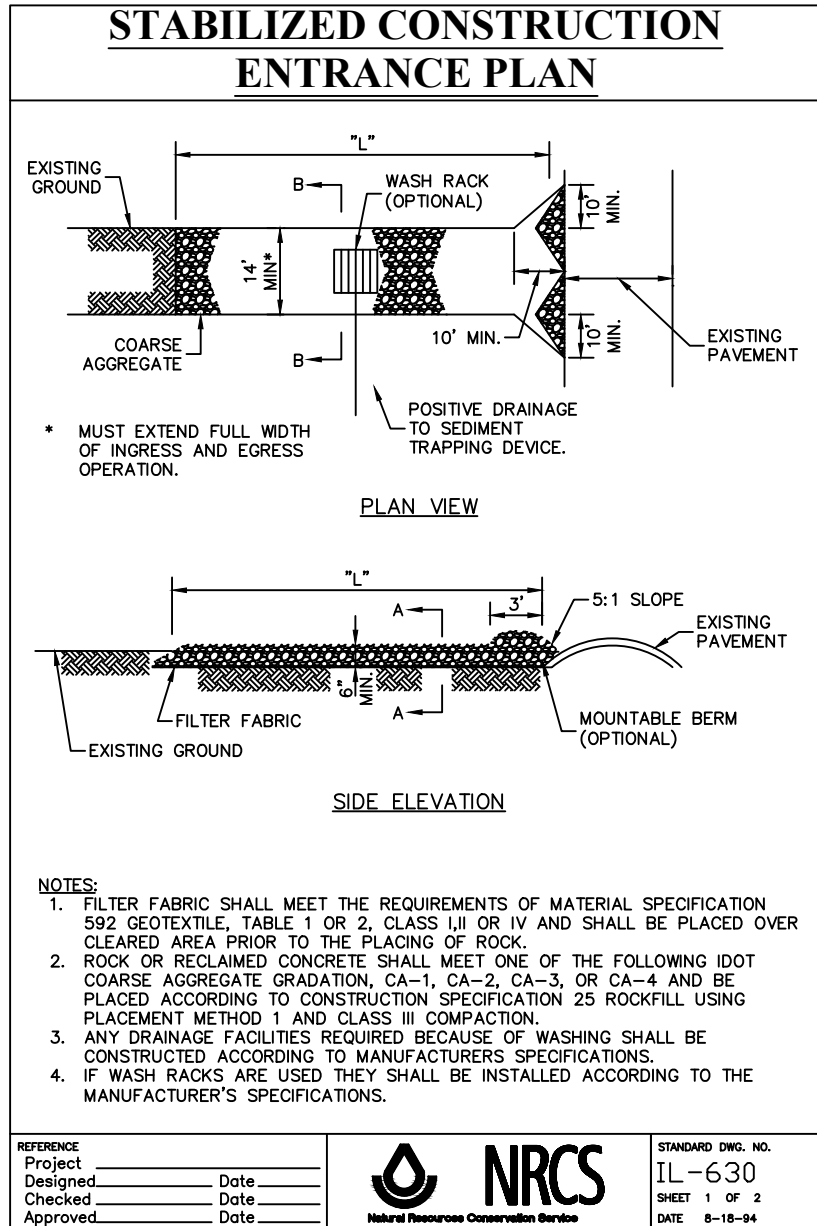
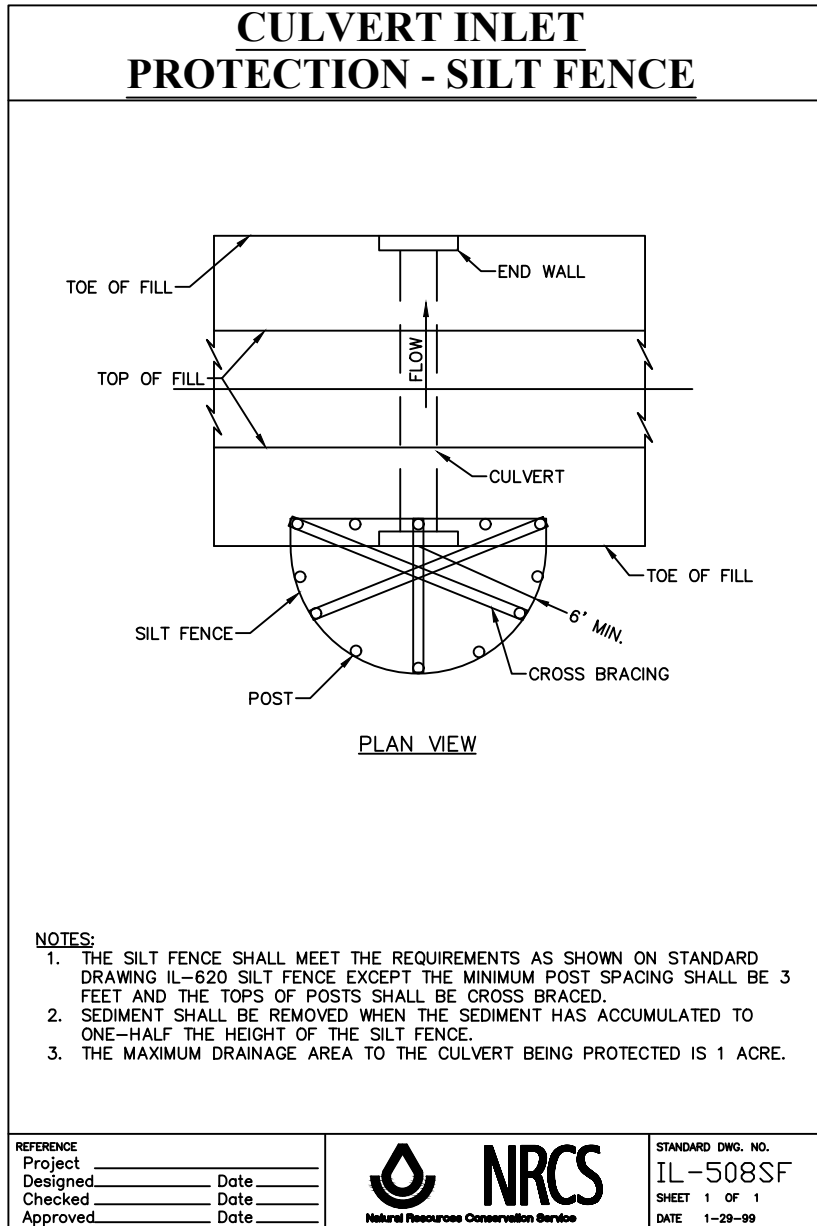
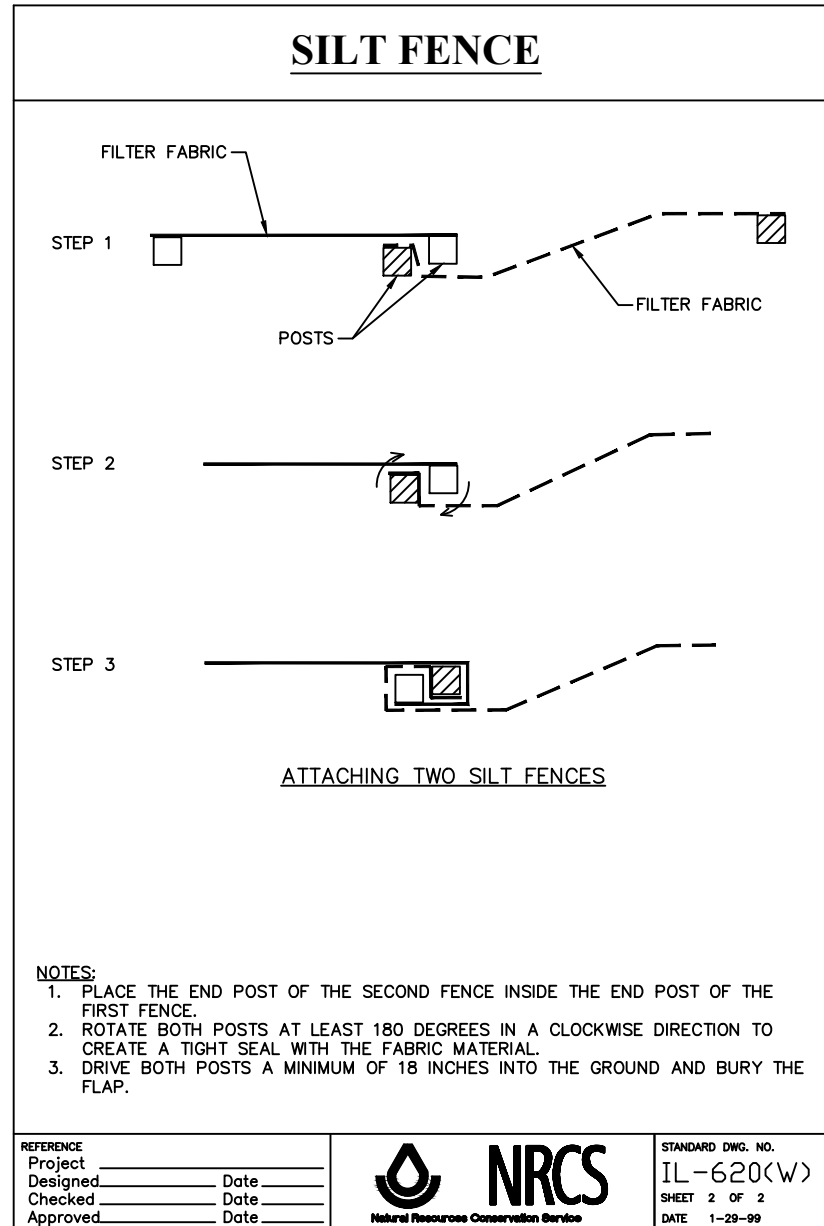
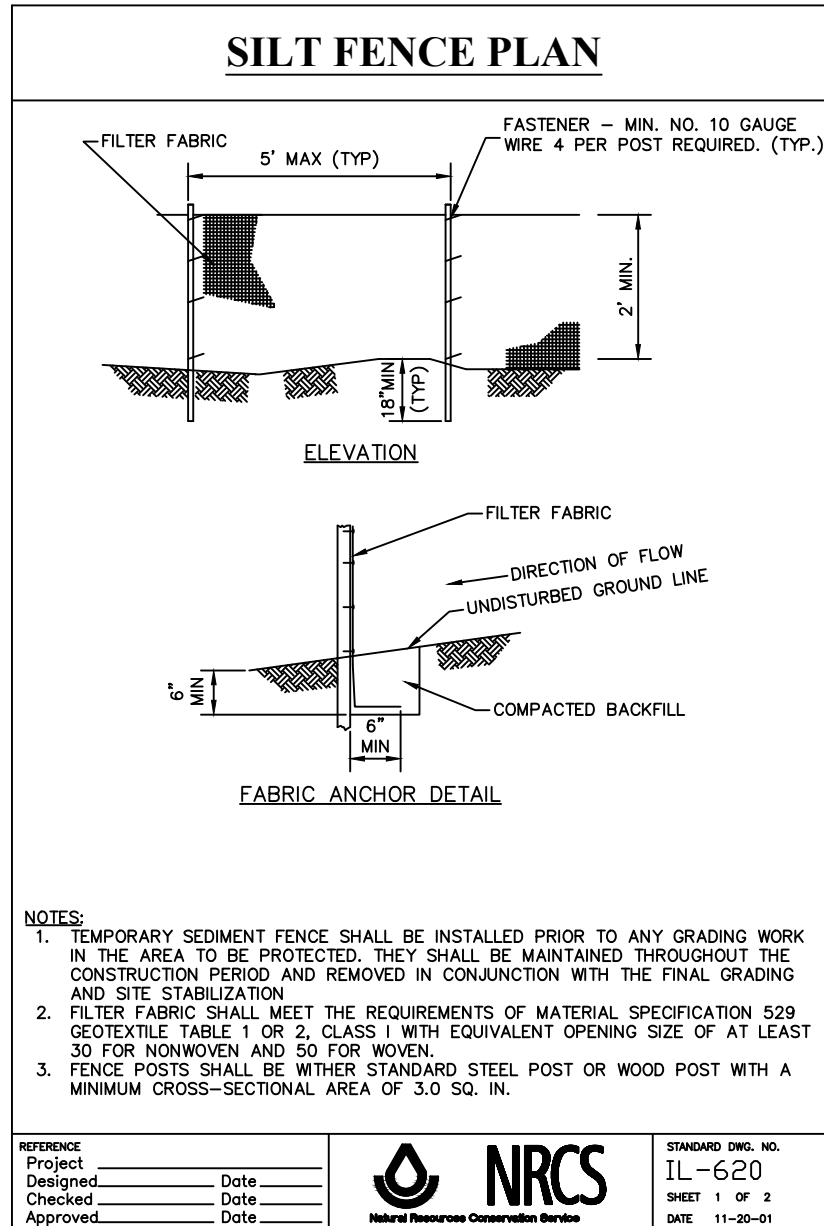


PROJECT INFORMATION
Project No.: 24-0001
Scale: 1" = 30'
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

5 OF 20

SOIL EROSION SEDIMENTATION & CONTROL PLAN

REVIEW SET
NOT FOR CONSTRUCTION



McNAUGHTON DEVELOPMENT

11S220 JACKSON ST. Ste. 101

BURR RIDGE, ILLINOIS 60527

(630) 325-3400

FINAL ENGINEERING PLANS

FOR

HERITAGE CROSSING

5600 SOUTH WOLF ROAD

WESTERN SPRINGS, ILLINOIS

DESIGNER'S SEAL

DESIGNER'S NAME

DESIGNER'S TITLE

DESIGNER'S FIRM

DESIGNER'S ADDRESS

DESIGNER'S PHONE

DESIGNER'S FAX

DESIGNER'S E-MAIL

DESIGNER'S SIGNATURE

DESIGNER'S DATE

DESIGNER'S PROJECT NO.

DESIGNER'S PROJECT NAME

DESIGNER'S PROJECT LOCATION

DESIGNER'S PROJECT SCALE

DESIGNER'S PROJECT DATE

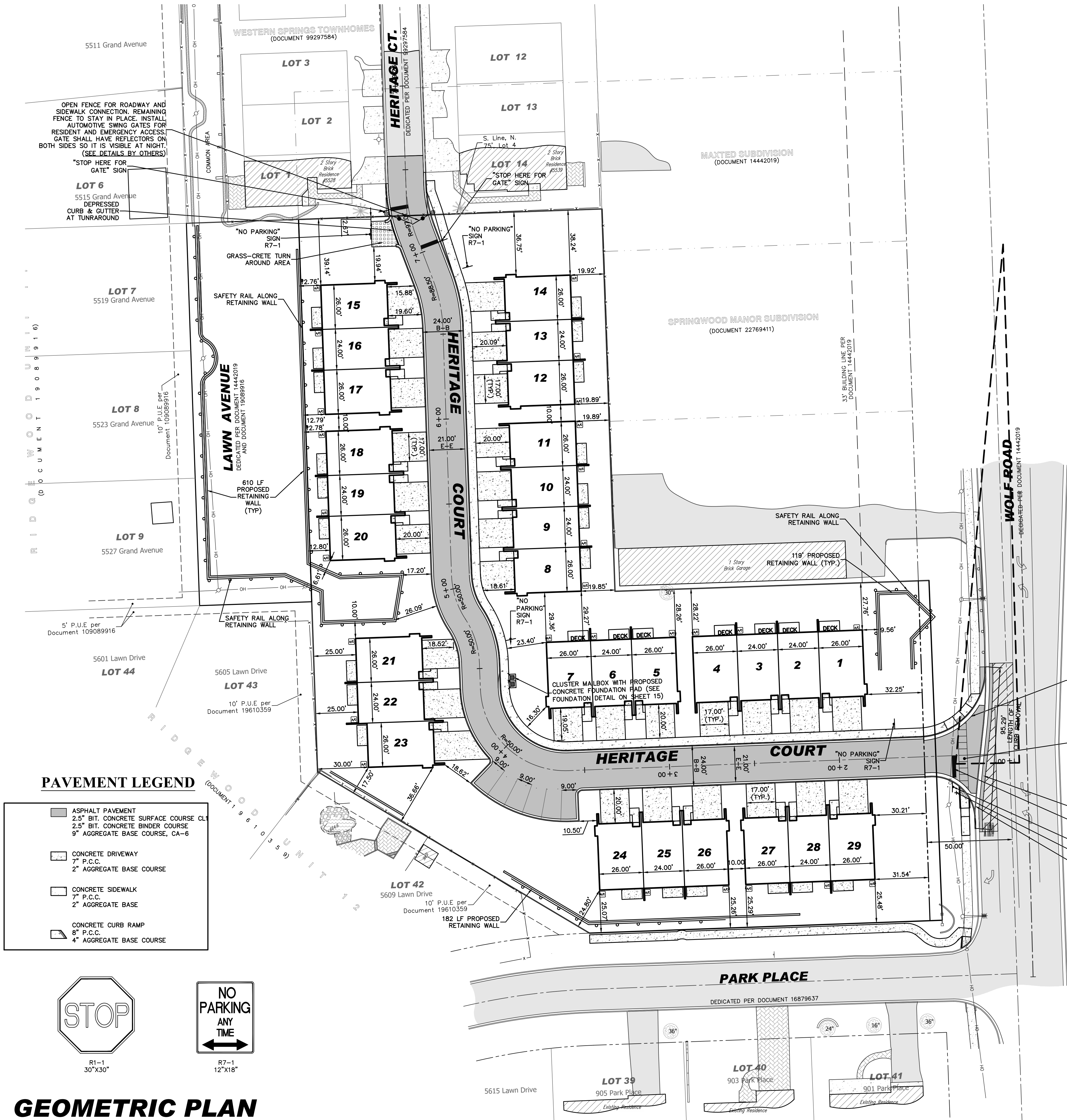
DESIGNER'S PROJECT COMMENTS

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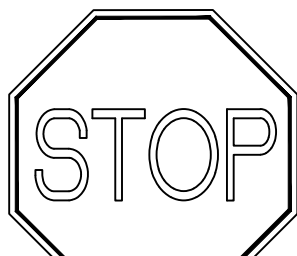
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REVIEW SET
NOT FOR CONSTRUCTION



PAVEMENT LEGEND

- ASPHALT PAVEMENT
2.5" BIT. CONCRETE SURFACE COURSE CL
2.5" BIT. CONCRETE BINDER COURSE
9" AGGREGATE BASE COURSE, CA-6
- CONCRETE DRIVEWAY
7" P.C.C.
2" AGGREGATE BASE COURSE
- CONCRETE SIDEWALK
7" P.C.C.
2" AGGREGATE BASE
- CONCRETE CURB RAMP
8" P.C.C.
4" AGGREGATE BASE COURSE

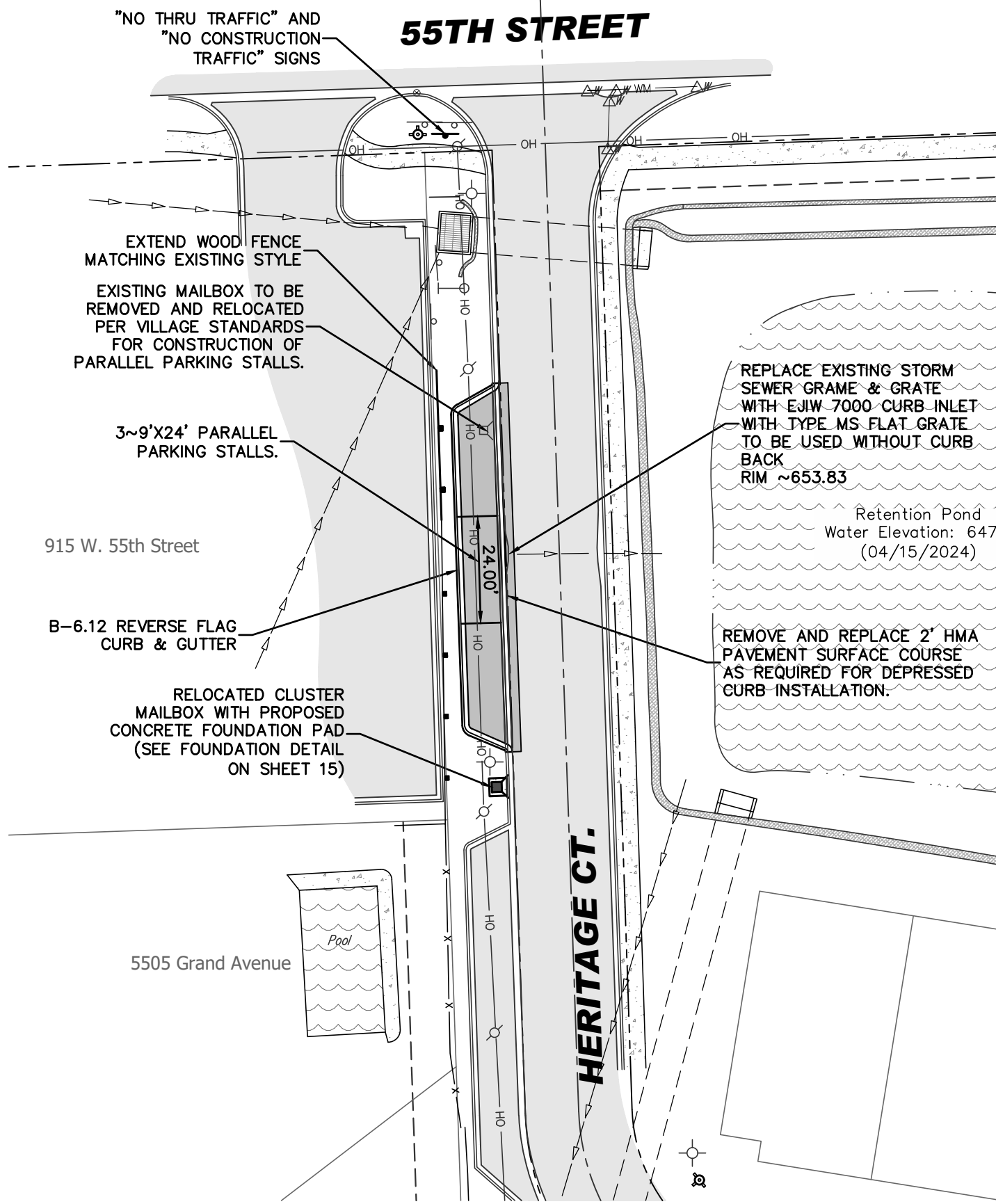
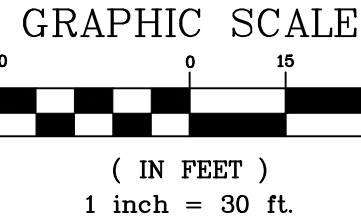


R1-1
30"x30"



R7-1
12"x18"

GEOMETRIC PLAN



NOTES:

- ANY ENCROACHMENT INTO EXISTING MAINLINE PAVEMENT FOR CONSTRUCTION OF CURB AND GUTTER SHALL REQUIRE THAT THE PAVEMENT BE MILLED 4 INCHES AND RESURFACED PURSUANT TO IDOT DISTRICT 1 MIX CHART REQUIREMENTS FOR ONE FULL LANE WIDTH AND A MINIMUM LENGTH OF 6 FEET.

SITE DATA

LOT AREA:	105,159 S.F. (2.41 AC)
EXISTING COVERAGE:	
2 STORY BRICK BLDG:	20,030 S.F.
PARKING LOT (INCL. CURB):	45,730 S.F.
CONCRETE WALKS:	1,125 S.F.
LOADING DOCK DRIVE:	1,372 S.F.
ASPHALT WALK:	1,465 S.F.
RIP-RAP SWALES:	3,077 S.F.
TOTAL EXISTING IMPERVIOUS	= 72,799 S.F. (1.67 AC)
PROPOSED:	
HERITAGE COURT (INCL. CURB):	15,902 S.F.
SIDEWALK:	3,530 S.F.
MAILBOX PEDESTALS:	32 S.F.
G.C. TURN AROUND:	207 S.F.
FOUNDATIONS:	29,549 S.F.
FRONT PORCHES:	290 S.F.
FRONT WALKS & STEPS:	1,888 S.F.
REAR PATIOS:	2,316 S.F.
REAR DECKS:	504 S.F.
DRIVEWAYS:	11,123 S.F.
TOTAL PROPOSED IMPERVIOUS	= 65,341 S.F. (1.50 AC)

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Drawn By: DEI
Checked By: SDD

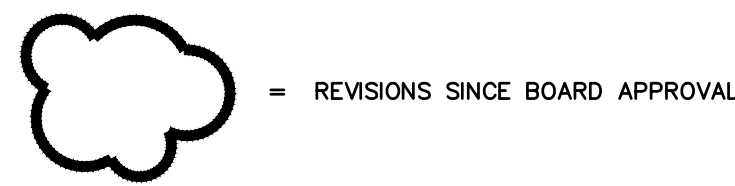
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OF
20

REVIEW SET
NOT FOR CONSTRUCTION

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BRIDGEWOOD SUBDIVISION
(DOCUMENT 19089916)

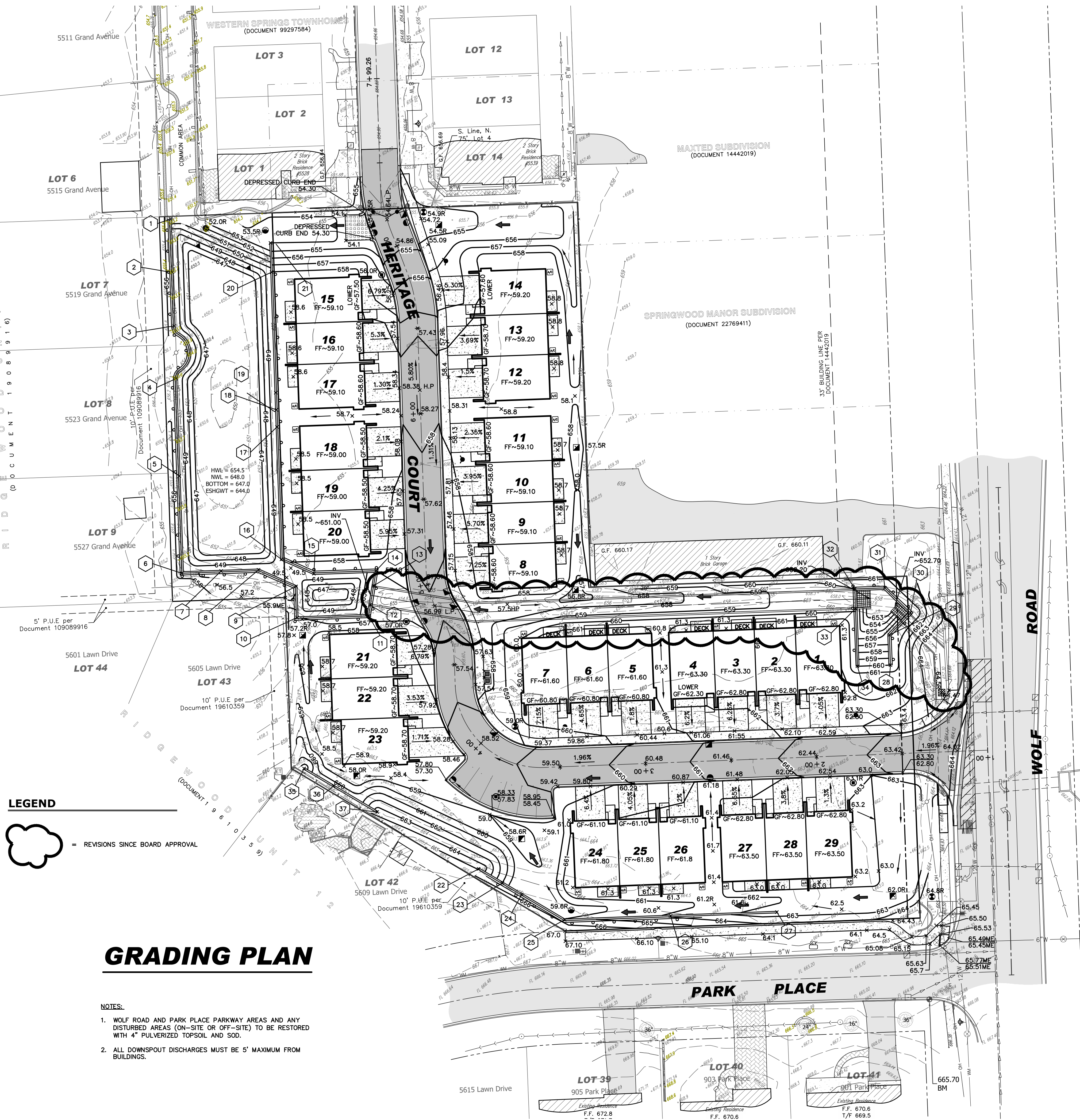
LEGEND



GRADING PLAN

NOTES:

1. WOLF ROAD AND PARK PLACE PARKWAY AREAS AND ANY DISTURBED AREAS (ON-SITE OR OFF-SITE) TO BE RESTORED WITH 4" PULVERIZED TOPSOIL AND SOD.
2. ALL DOWNSPOUT DISCHARGES MUST BE 5' MAXIMUM FROM BUILDINGS.

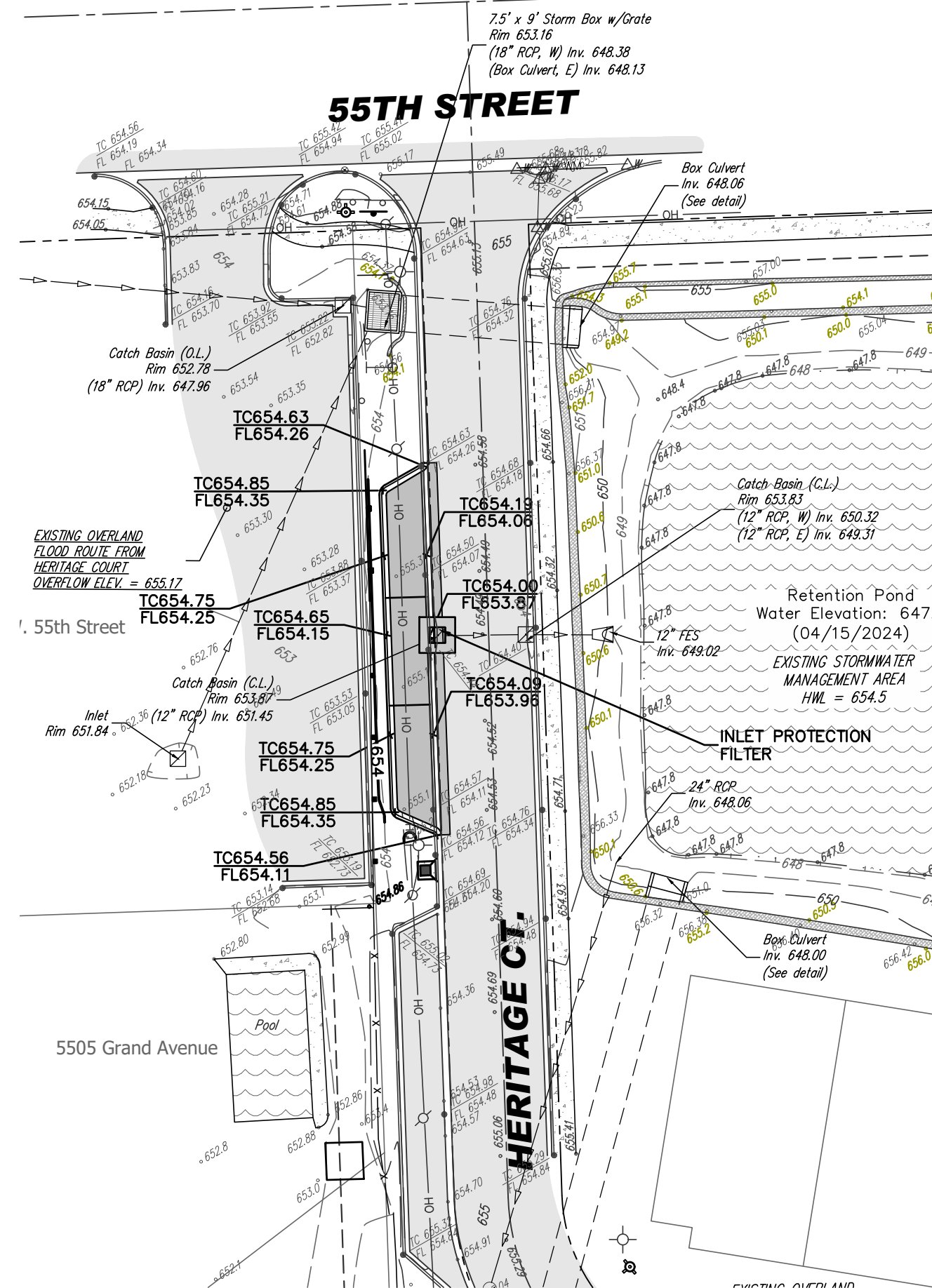


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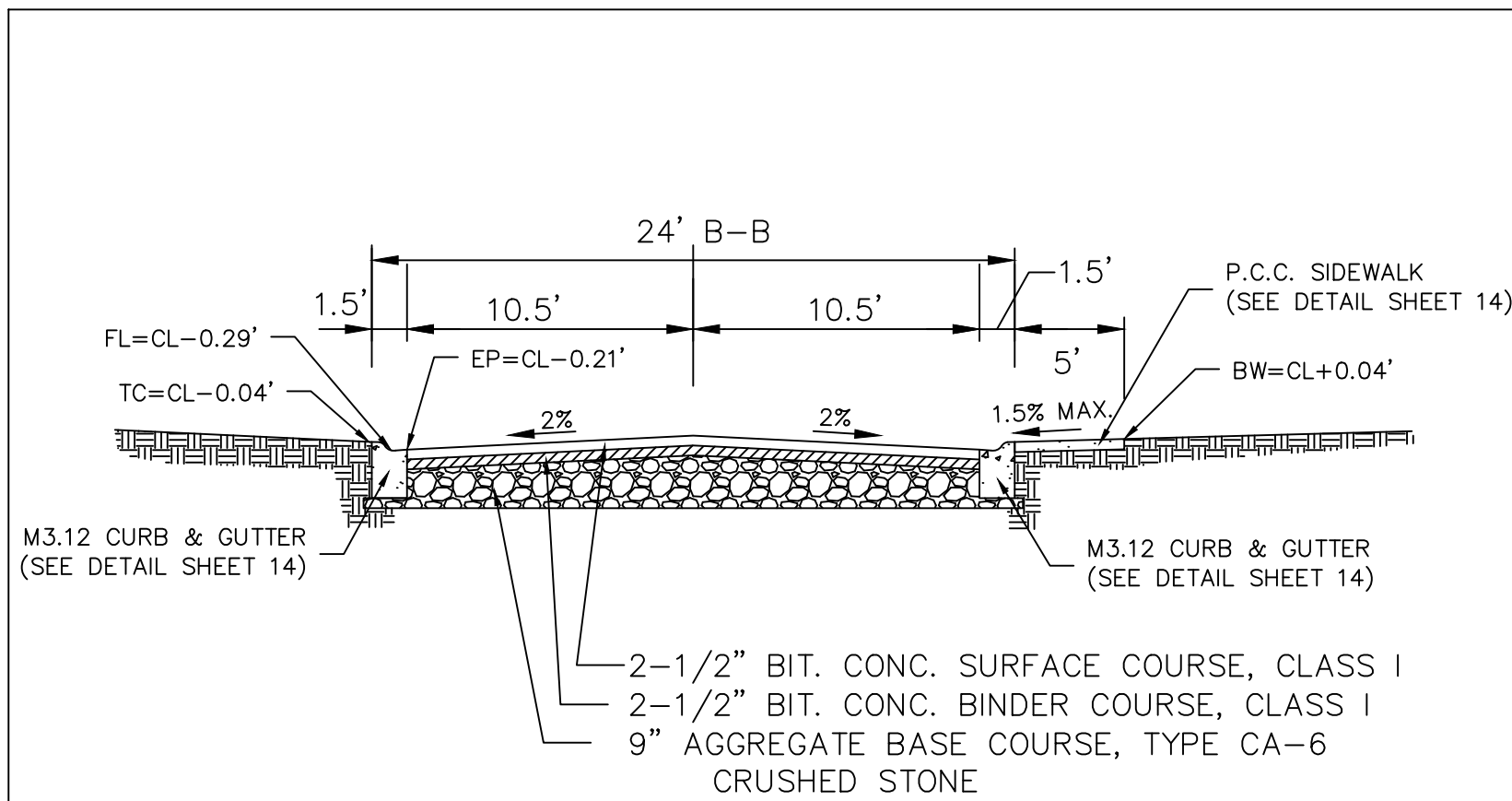
RETAINING WALL

NO.	DATE	REVISIONS	DESCRIPTION
1	08-17-24	PER LARRANGE - HIGHLANDS SD	SD
2	08-26-24	PER WESTERN SPRINGS REVIEW	SD
3	10-17-24	PER VILLAGE REVIEW	SD
4	11-04-24	PER CDOOTH REVIEW	SD
5	01-07-25	PER VILLAGE REVIEW	SD
6	03-17-25	PER CULVERT REVISION	SD
7	03-26-25	PER VILLAGE COMMENT	SD
8	04-08-25	PER VILLAGE COMMENT	SD

1	TW~656.00 BW~652.00 EX TW~655.99	12	TW~656.00 BW~650.50	23	TW~665.00 BW~660.00
2	TW~656.50 BW~650.00 EX TW~655.98	13	TW~656.00 BW~650.50	24	TW~655.50 BW~660.00
3	TW~656.50 BW~650.00 EX TW~656.26	14	TW~657.00 BW~650.50	25	TW~666.00 BW~660.00
4	TW~656.50 BW~650.00 EX TW~656.25	15	TW~657.00 BW~650.00	26	TW~664.00 BW~661.00
5	TW~656.50 BW~650.00 EX TW~656.16	16	TW~658.00 BW~650.00	27	TW~662.50 BW~662.50
6	TW~656.50 BW~650.00 EX GND~656.00	17	TW~658.00 BW~650.00	28	TW~660.00 BW~660.00
7	TW~655.50 BW~650.00	18	TW~658.00 BW~650.00	29	TW~660.00 BW~656.30
8	TW~655.50 BW~650.00	19	TW~656.50 BW~650.00	30	TW~660.00 BW~652.70
9	TW~655.50 BW~650.00	20	TW~658.50 BW~650.00	31	TW~660.00 BW~652.00
10	TW~657.50 BW~650.00	21	TW~654.00 BW~654.00	32	TW~660.00 BW~652.20
11	TW~656.50 BW~650.50	22	TW~665.00 BW~665.00	33	TW~660.00 BW~653.30
				34	TW~660.00 BW~660.00
				35	TW~662.50 BW~662.50
				36	TW~663.00 BW~660.50
				37	TW~663.00 BW~663.00



OFFSITE PARKING PLAN



TYPICAL ROADWAY SECTION

NOT TO SCALE

NO.	DATE	REVISIONS	DESCRIPTION
1	08-17-24	PER LARRANGE - HIGHLANDS SD	SD
2	08-26-24	PER WESTERN SPRINGS REVIEW	SD
3	10-17-24	PER VILLAGE REVIEW	SD
4	11-04-24	PER CDOOTH REVIEW	SD
5	01-07-25	PER VILLAGE REVIEW	SD
6	03-17-25	PER CULVERT REVISION	SD
7	03-26-25	PER VILLAGE COMMENT	SD
8	04-08-25	PER VILLAGE COMMENT	SD

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

FINAL ENGINEERING PLANS FOR HERITAGE CROSSING 5600 SOUTH WOLF ROAD WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740



PROJECT INFORMATION

Project No.: 24-0001
Scale: 1" = 30'
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

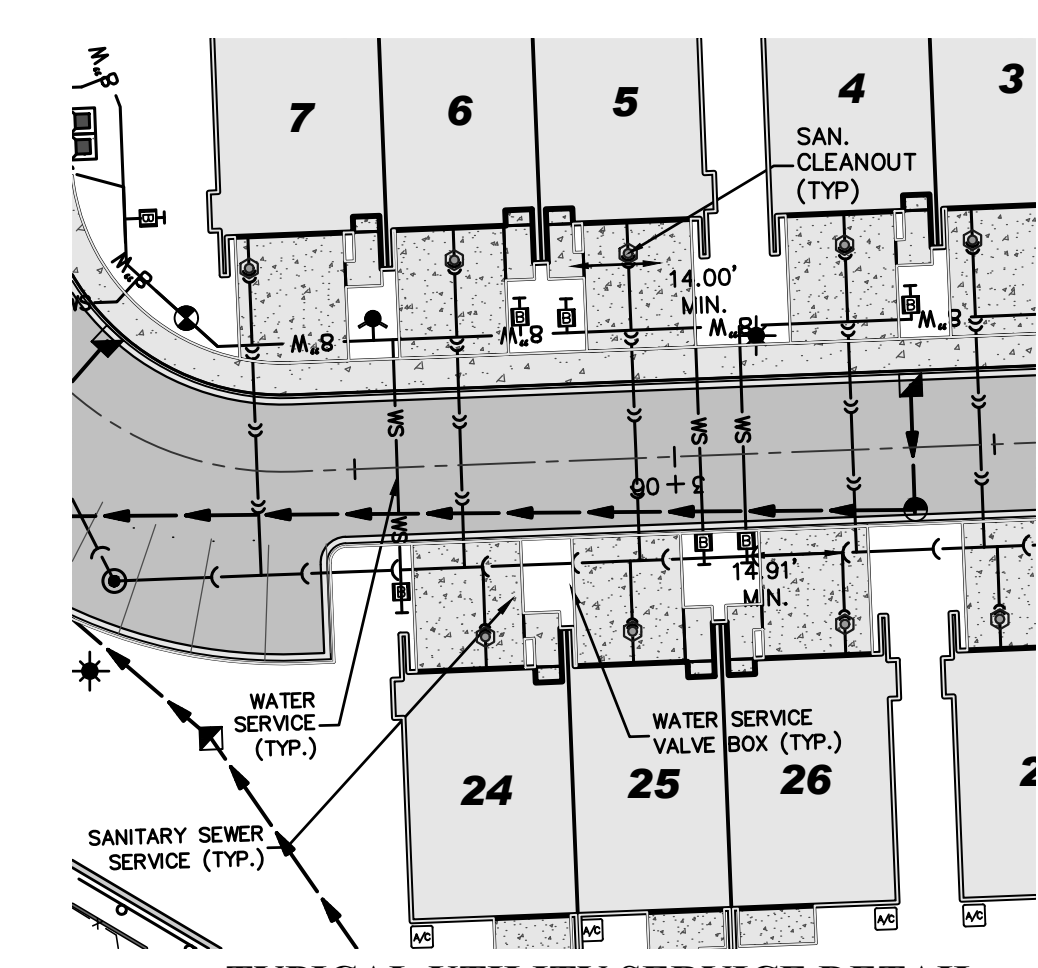
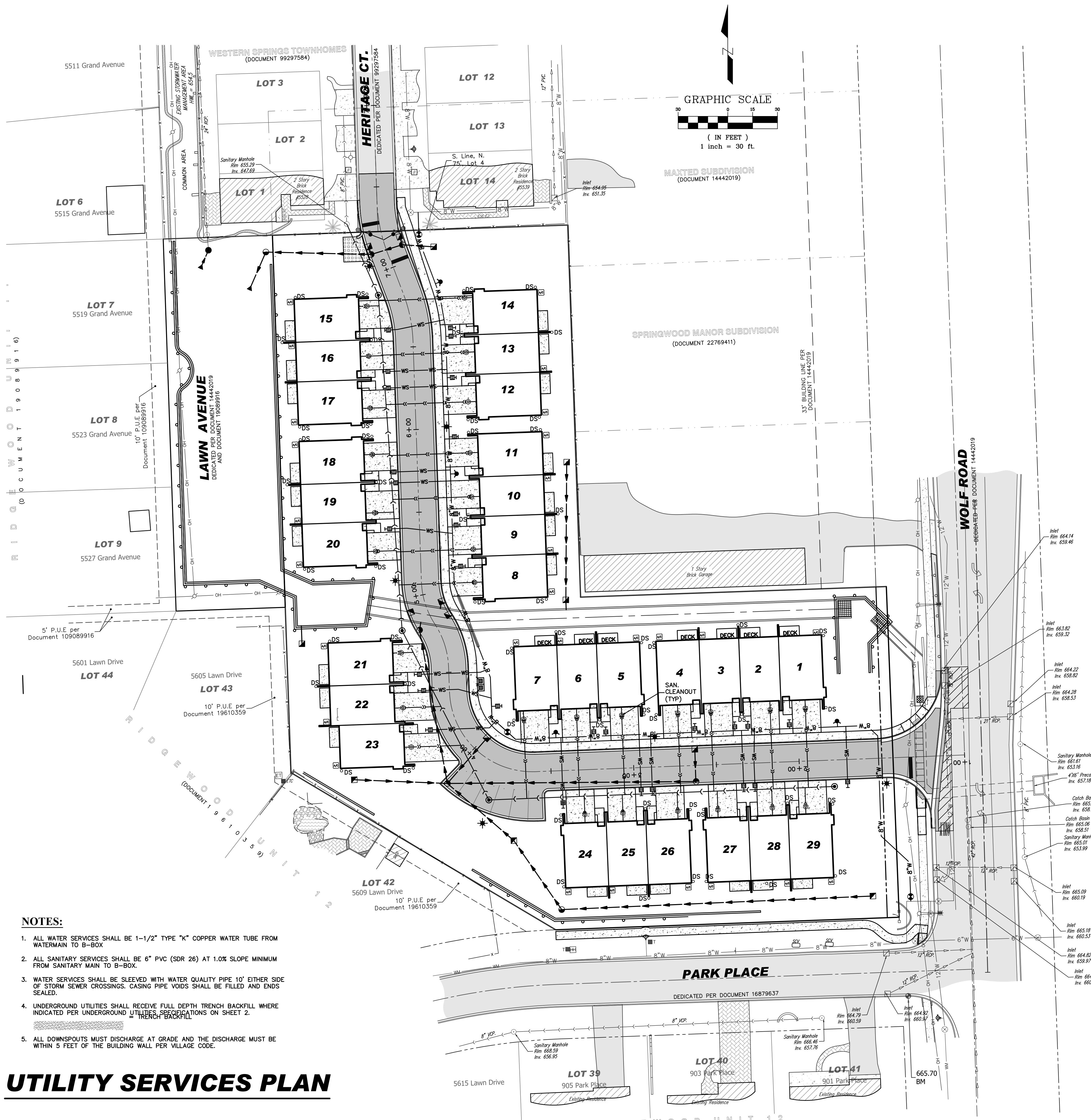
8
OF
20

GRADING PLAN

NOTES:

- ALL WATER SERVICES SHALL BE 1-1/2" TYPE "K" COPPER WATER TUBE FROM WATERMAIN TO B-BOX.
- ALL SANITARY SERVICES SHALL BE 6" PVC (SDR 26) AT 1.0% SLOPE MINIMUM FROM SANITARY MAIN TO B-BOX.
- WATER SERVICES SHALL BE SLEEVED WITH WATER QUALITY PIPE 10' EITHER SIDE OF STORM SEWER CROSSINGS. CASING PIPE VOIDS SHALL BE FILLED AND ENDS SEALED.
- UNDERGROUND UTILITIES SHALL RECEIVE FULL DEPTH TRENCH BACKFILL WHERE INDICATED PER UNDERGROUND UTILITIES SPECIFICATIONS ON SHEET 2.
= TRENCH BACKFILL
- ALL DOWNSPOUTS MUST DISCHARGE AT GRADE AND THE DISCHARGE MUST BE WITHIN 5 FEET OF THE BUILDING WALL PER VILLAGE CODE.

UTILITY SERVICES PLAN



REVIEW SET
NOT FOR
CONSTRUCTION

REVISIONS	
NO.	DATE
1	08-17-24
2	08-26-24
3	10-17-24
4	11-04-24
5	01-27-25
6	03-17-25
7	03-26-25
8	04-08-25
9	04-08-25

DESCRIPTION	BY
PER LARRANGE - HIGHLANDS SD	DMV
PER WESTERN SPRINGS REVIEW	SDD
PER VILLAGE REVIEW	DMV
PER CDOOTH REVIEW	DMV
PER TOWN OF BURR RIDGE REVIEW	DMV
PER TOWN OF BURR RIDGE REVIEW	DMV
PER CULVERT REVISION	DMV
PER VILLAGE COMMENT	DMV

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

**FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS**

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

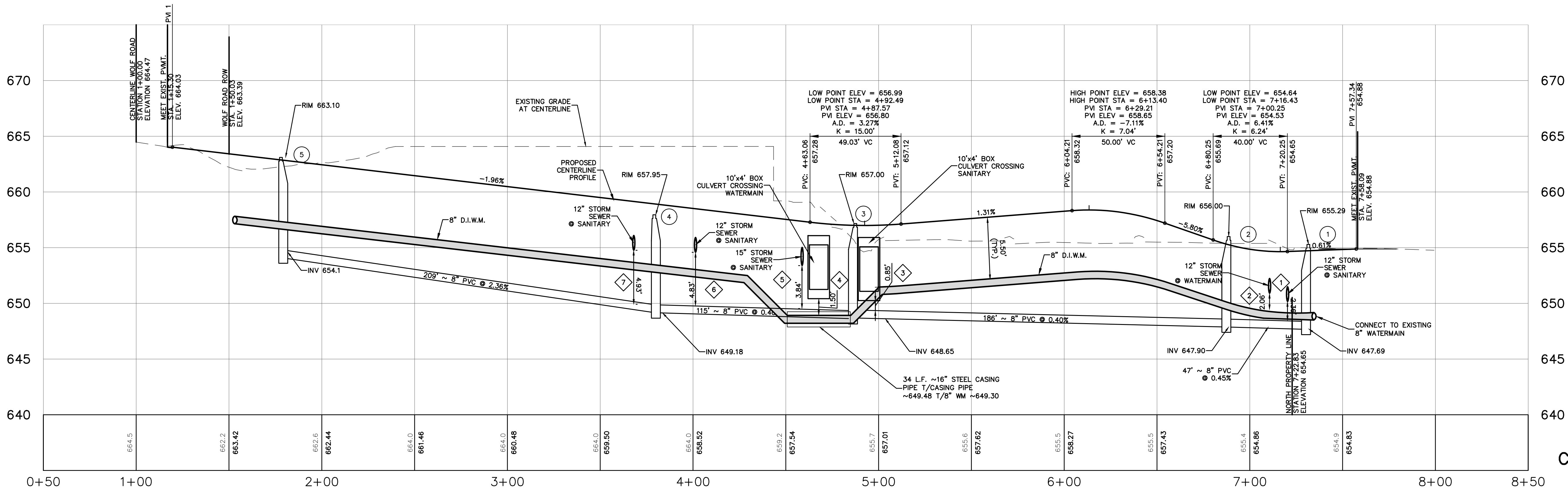
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PROJECT INFORMATION
Project No.: 24-0001
Scale: 1" = 30'
Date: MAY 22 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

10 OF 20

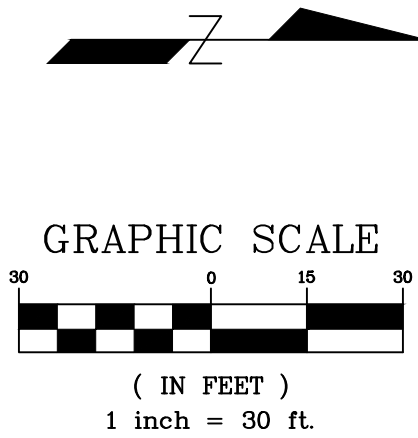
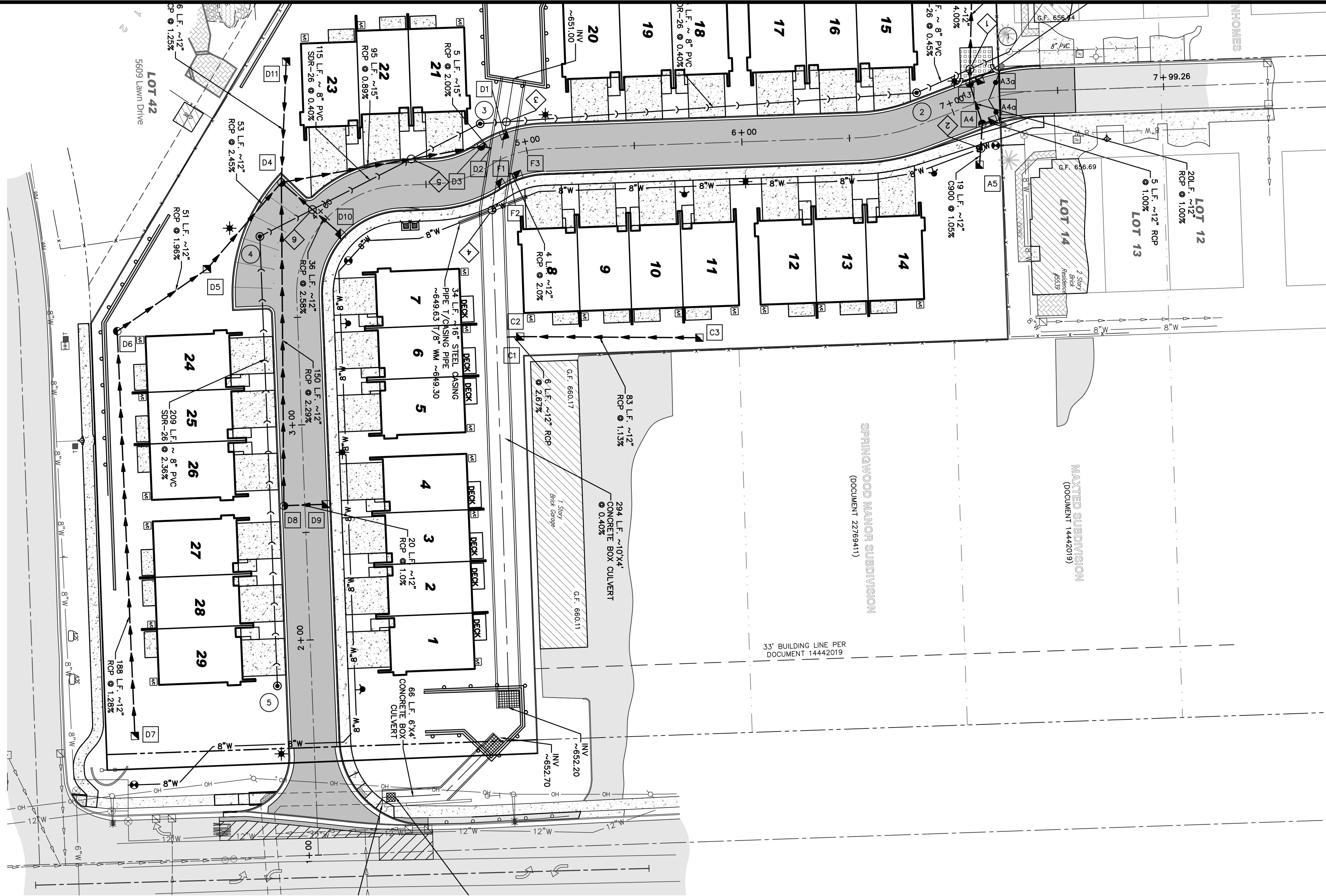
UTILITY SERVICES PLAN

HERITAGE COURT
STATION: 0+50.00 TO 8+50.00



PROFILE SCALE
H: 1" = 30'
V: 1" = 5'

REVIEW SET
NOT FOR
CONSTRUCTION



REVISIONS		DESCRIPTION
NO.	DATE	BY
1	08-17-24	PER LARRANGE - HIGHLANDS SD
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7	03-17-25	PER CULVERT REVISION
8	10-26-25	PER VILLAGE COMMENT
9	04-08-25	PER VILLAGE COMMENT

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

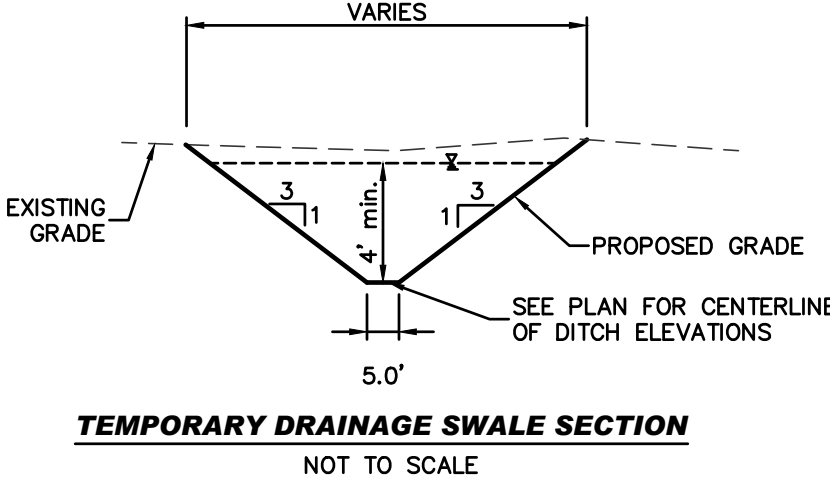
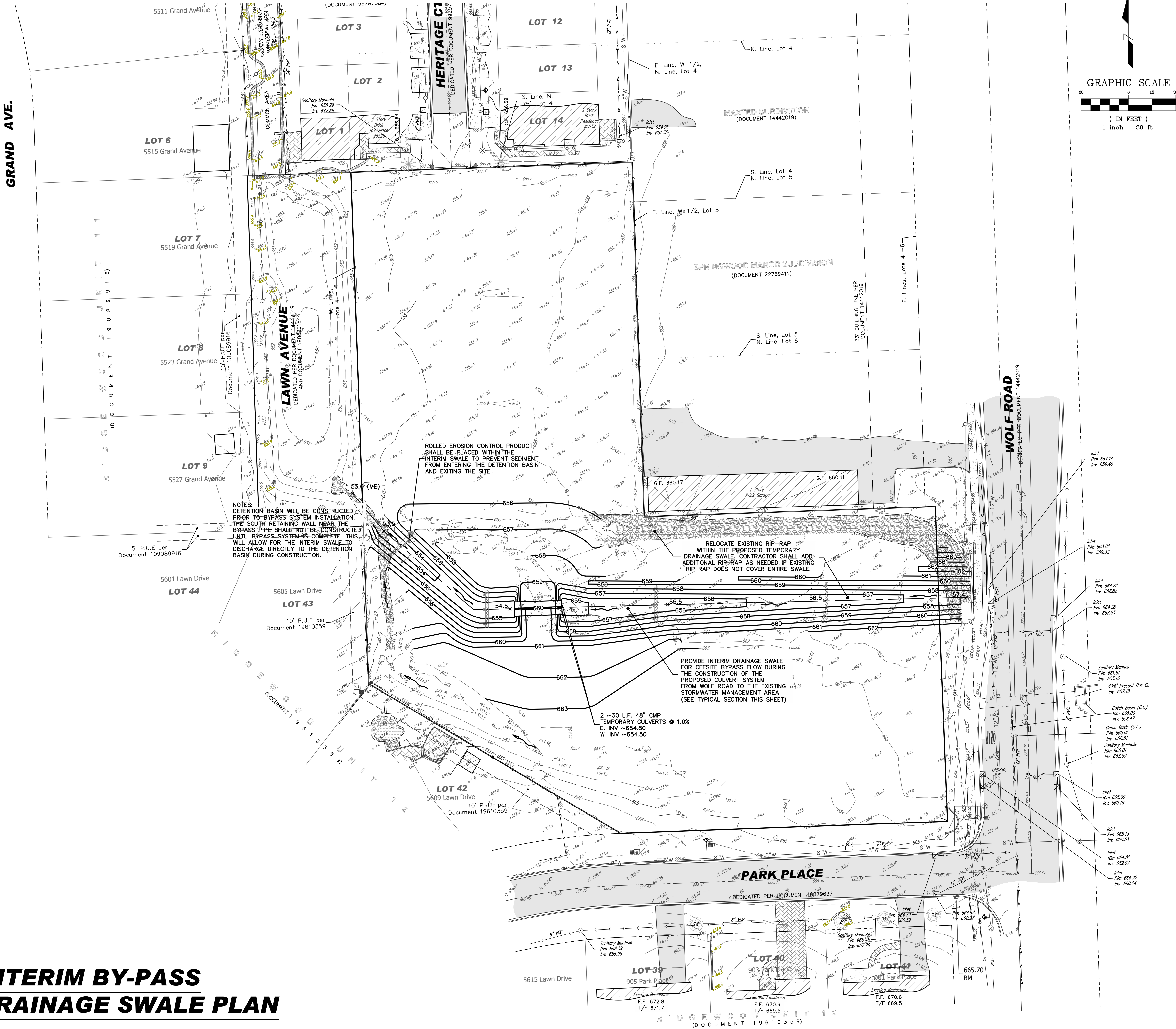
DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740



PROJECT INFORMATION	
Project No.:	24-0001
Scale:	AS SHOWN
Date:	MAY 22, 2024
Design By:	SDD
Drawn By:	DEI
Checked By:	SDD

11
OF
20

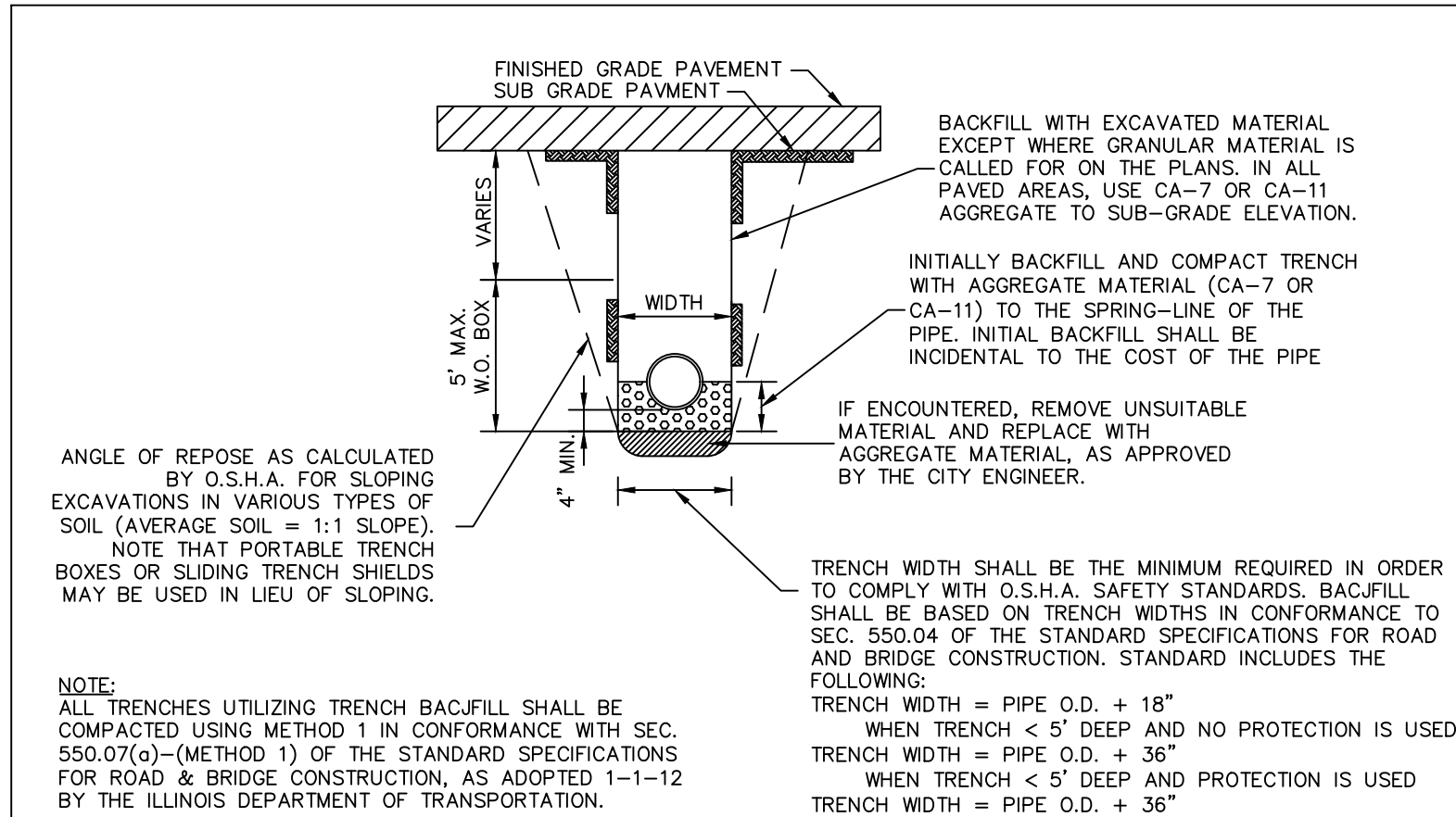
INTERIM BY-PASS
DRAINAGE SWALE PLAN



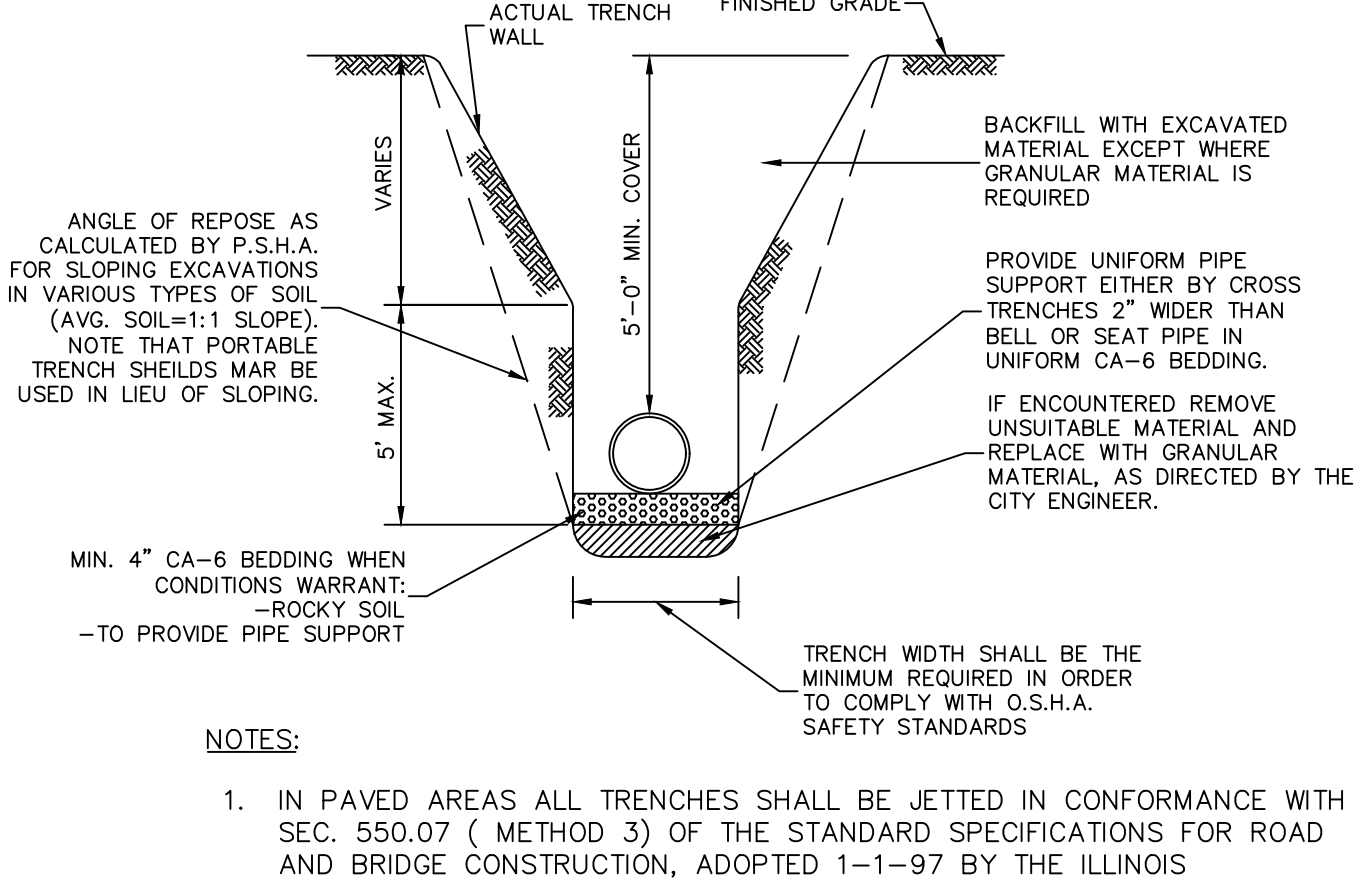
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NO.	DATE	DESCRIPTION	BY
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2	08-26-24	PER WESTERN SPRINGS REVIEW	SDD
3	10-17-24	PER VILLAGE REVIEW	SDD
4	11-04-24	PER COOTH REVIEW	DMV
5	01-17-25	PER TULSA REVIEW	DMV
6	03-17-25	PER CULBERT REVIEW	DMV
7	03-17-25	PER VILLAGE REVIEW	DMV
8	03-26-25	PER VILLAGE COMMENT	DMV
9	04-08-25	PER VILLAGE COMMENT	DMV

McNAUGHTON DEVELOPMENT 115220 JACKSON ST. Ste. 101 BURR RIDGE, ILLINOIS 60527 (630) 325-3400	FINAL ENGINEERING PLANS FOR HERITAGE CROSSING 5600 SOUTH WOLF ROAD WESTERN SPRINGS, ILLINOIS	DESIGNTEK ENGINEERING, INC. CONSULTING, CIVIL ENGINEERING & LAND SURVEYING 9930 W. 190TH STREET, SUITE L MOKENA, ILLINOIS 60448 (708) 326-4961 FAX: (708) 326-4962 IL PROF. Lic. No.: 184-003740	PROJECT INFORMATION Project No.: 24-0001 Scale: 1" = 30' Date: MAY 22, 2024 Design By: SDD Drawn By: DEI Checked By: SDS	12 OF 20
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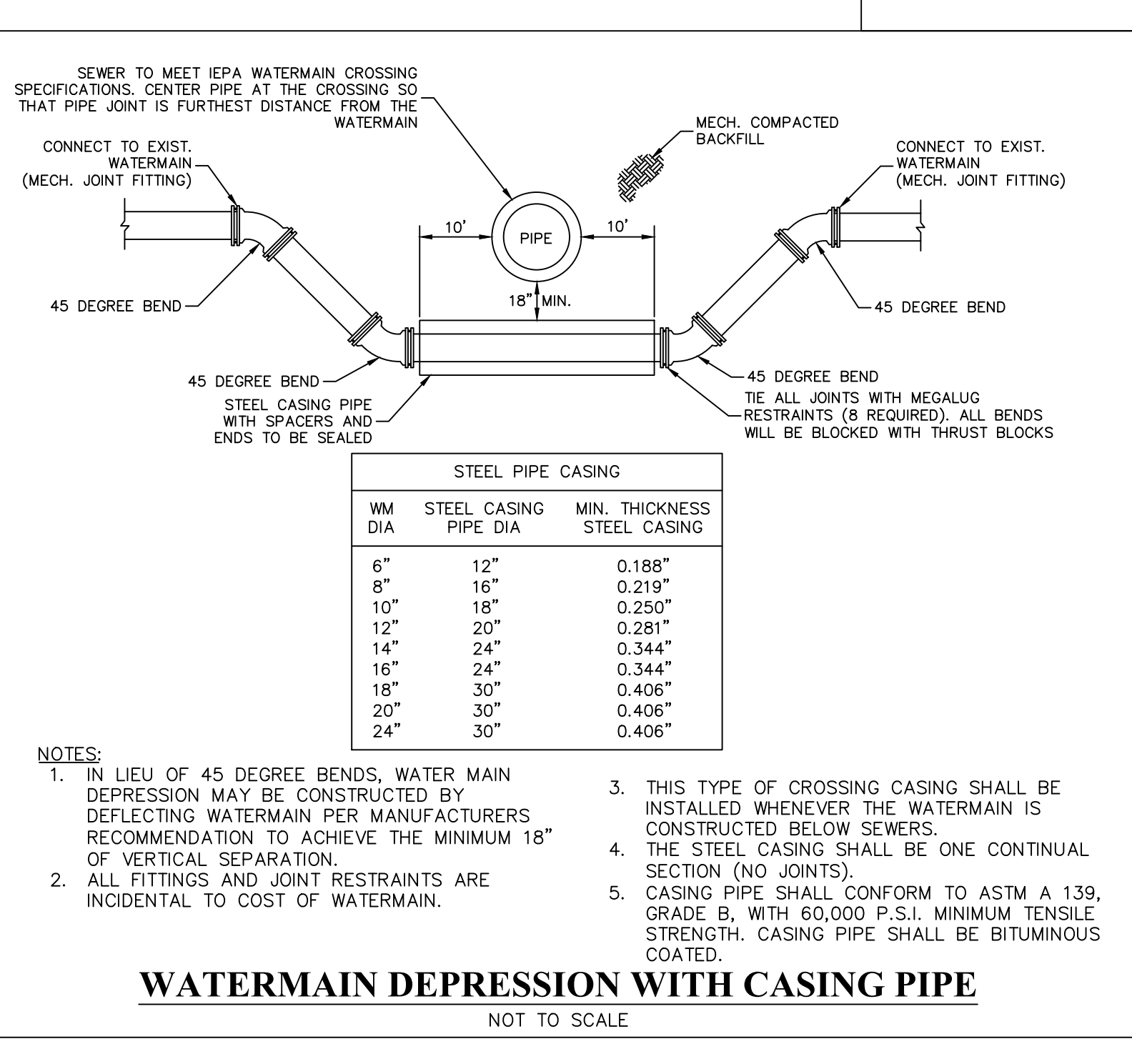
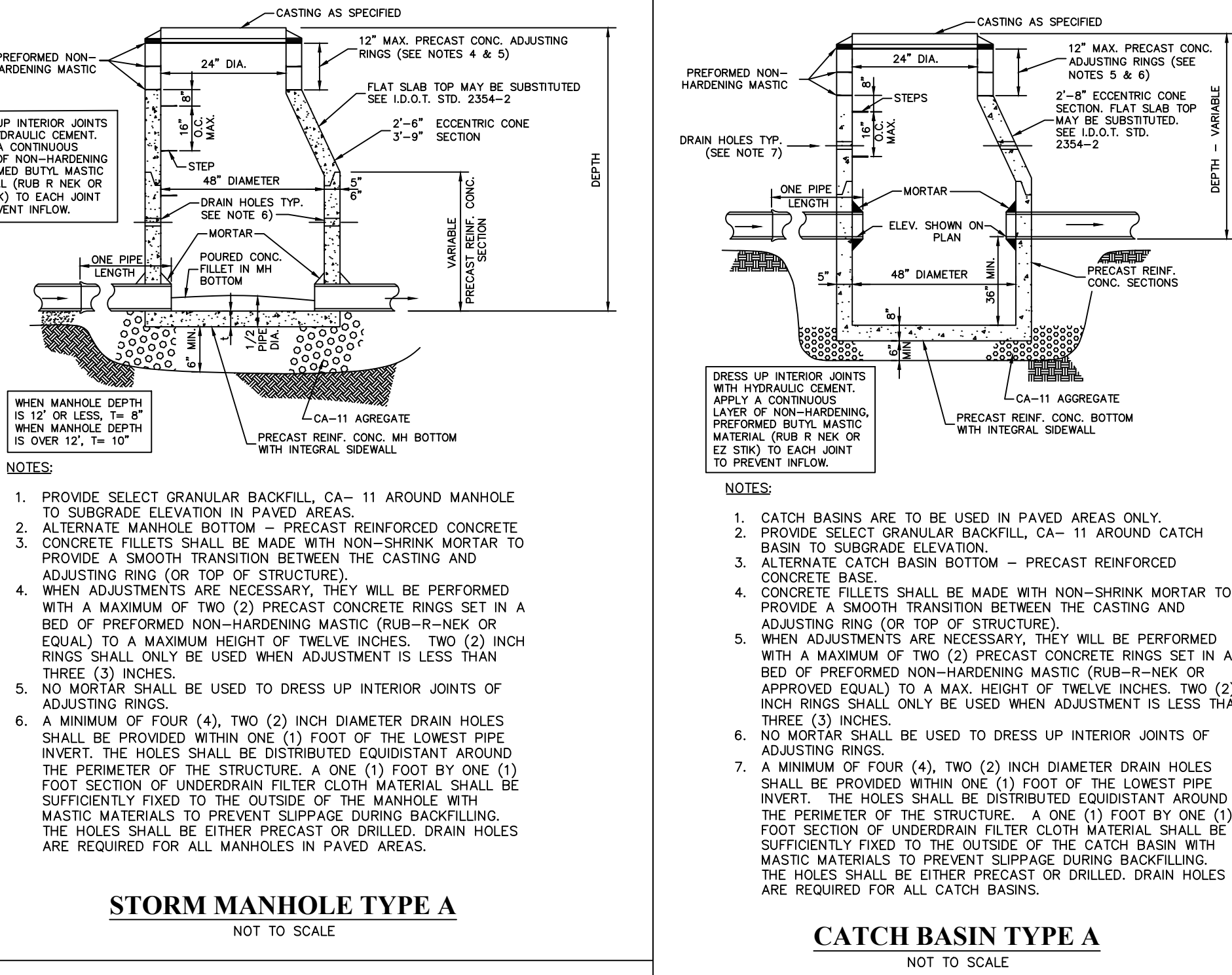
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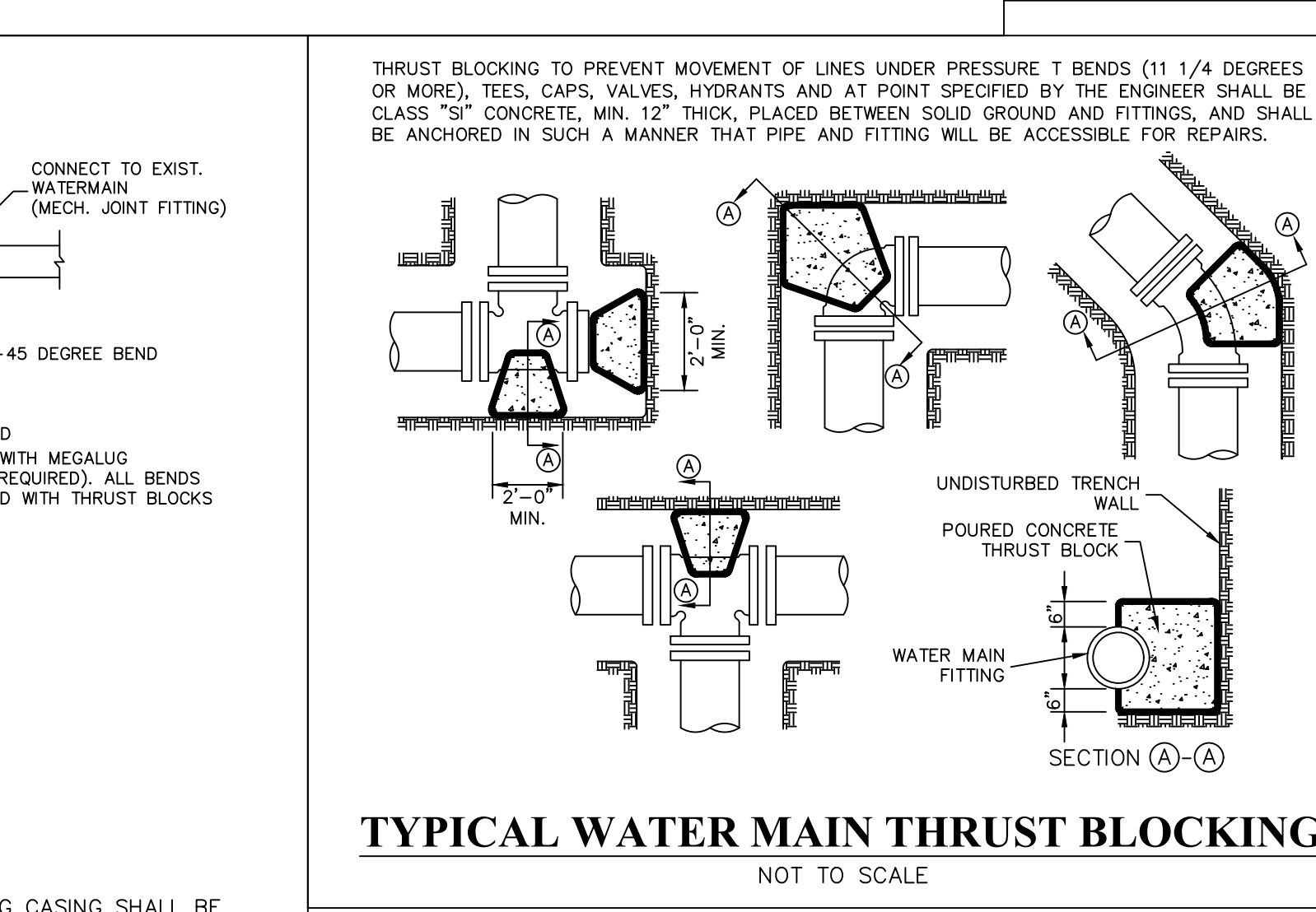
TRENCH SECTION FOR BACKFILL DETERMINATION FOR STORM SEWER NOT TO SCALE



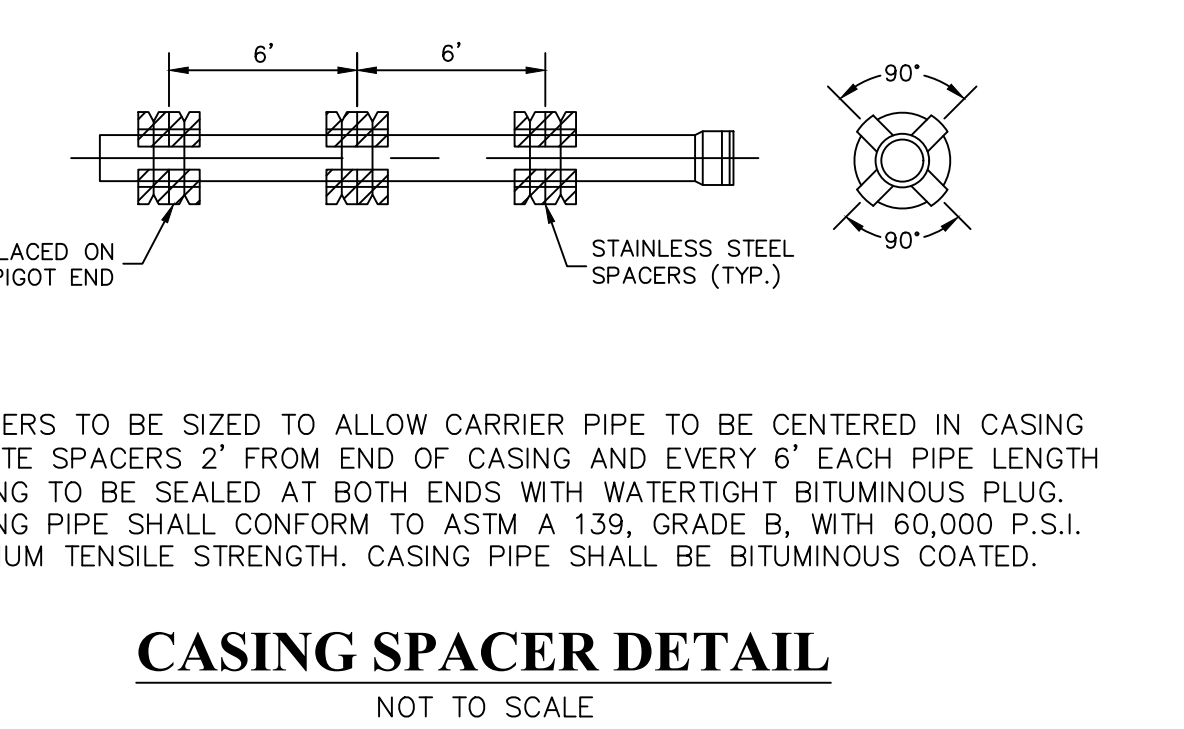
TRENCH SECTION FOR WATER MAIN NOT TO SCALE



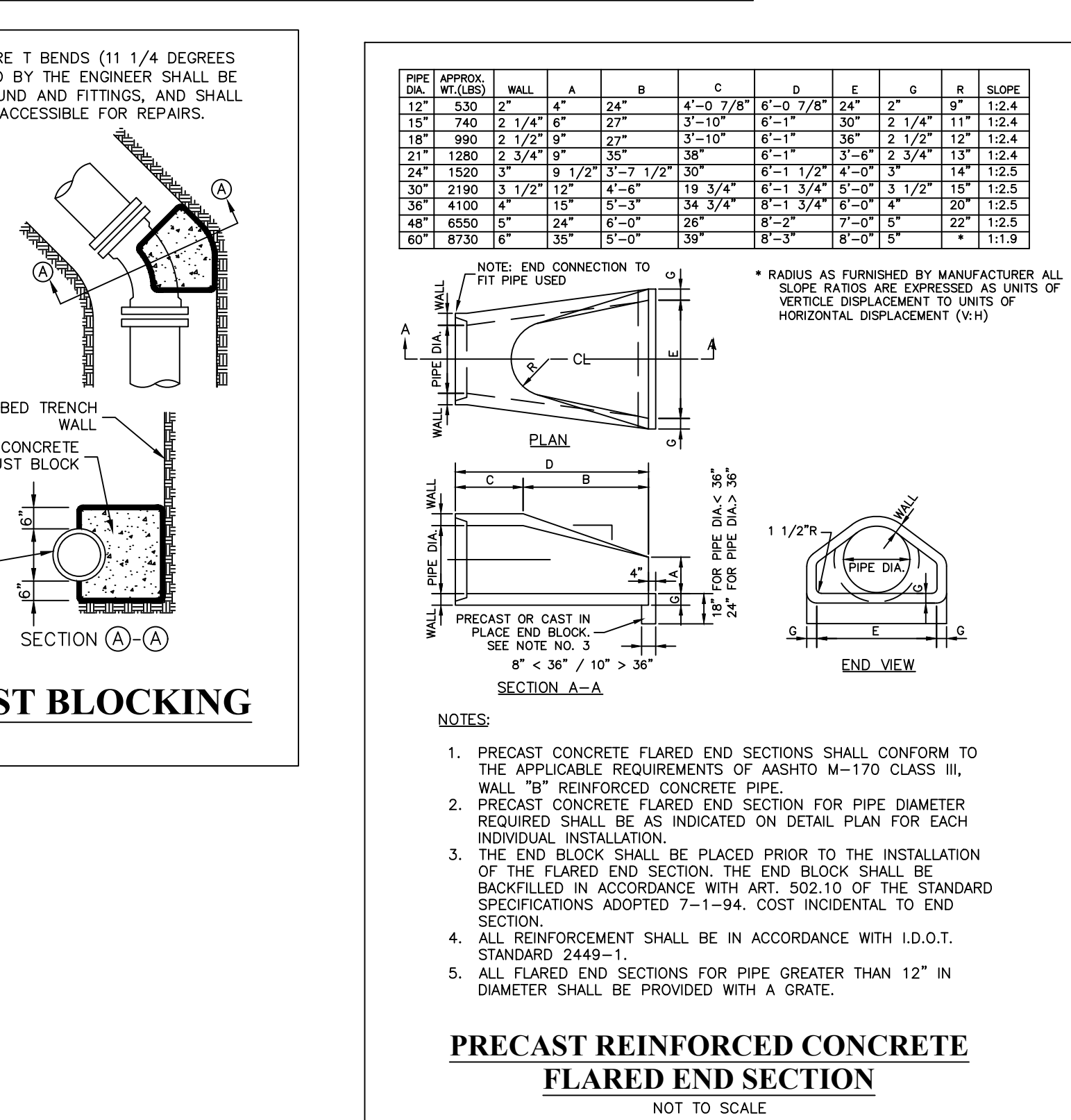
WATERMAIN DEPRESSION WITH CASING PIPE NOT TO SCALE



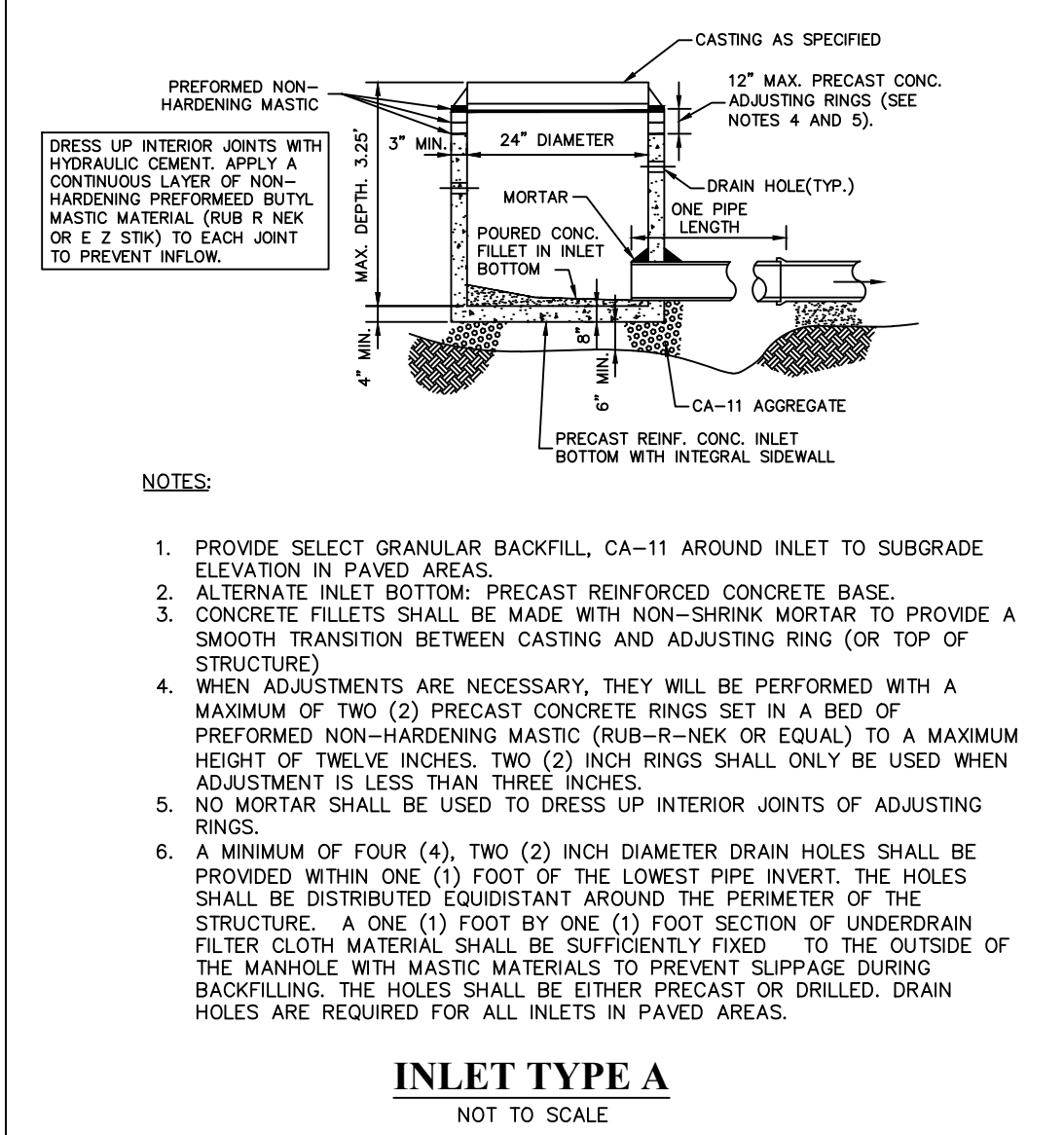
TYPICAL WATER MAIN THRUST BLOCKING NOT TO SCALE



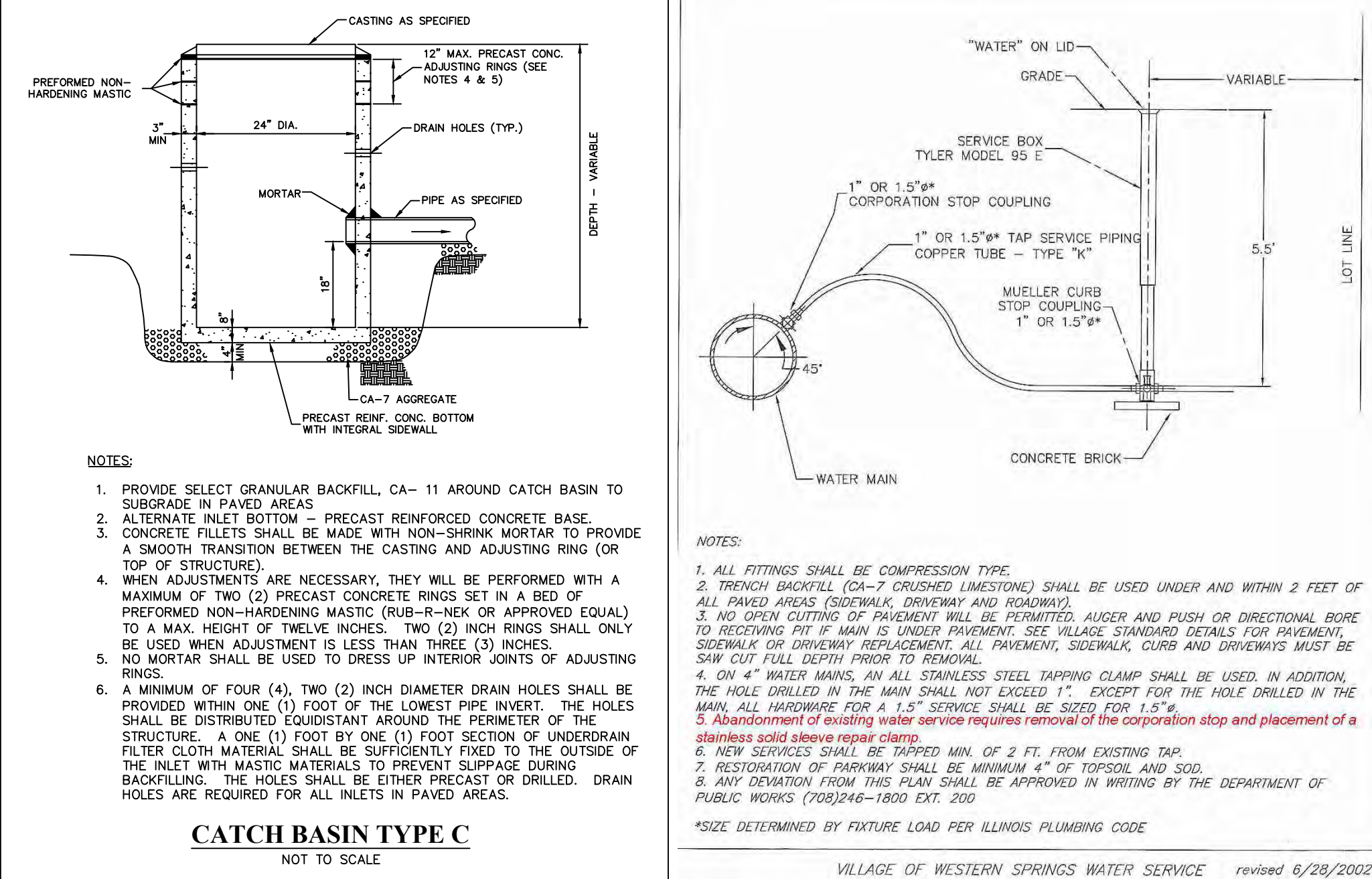
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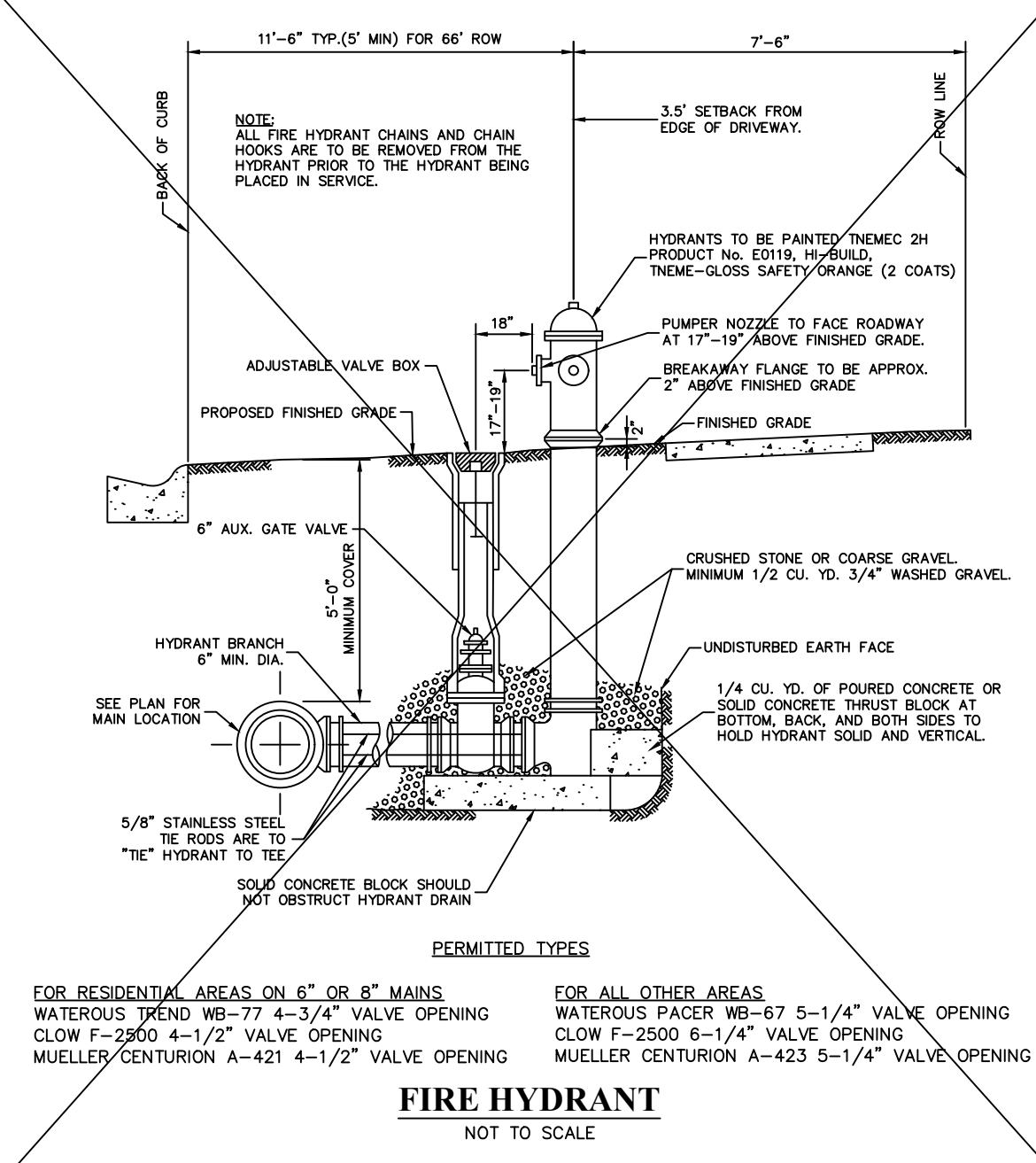
PRECAST REINFORCED CONCRETE FLARED END SECTION NOT TO SCALE



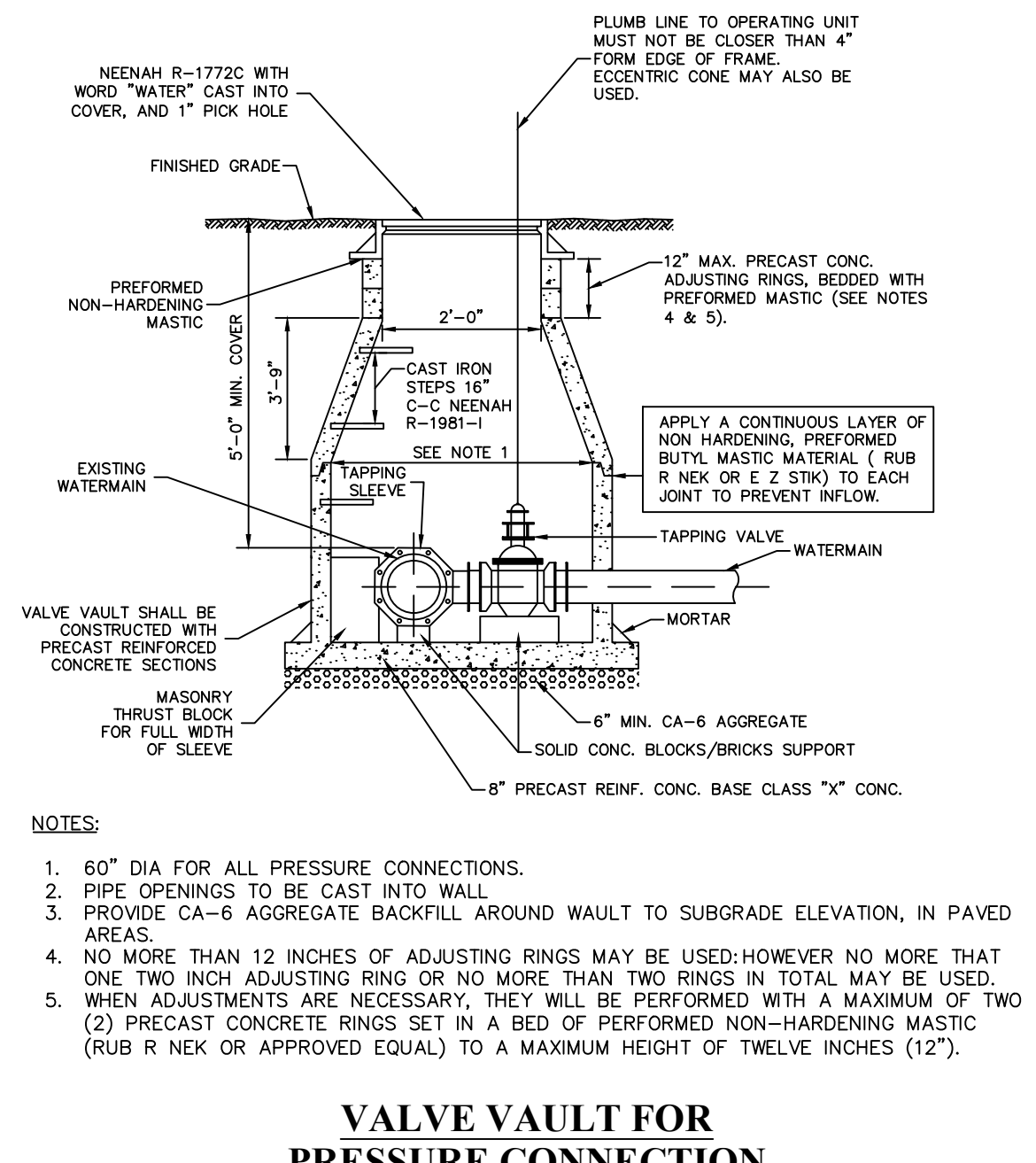
INLET TYPE A NOT TO SCALE



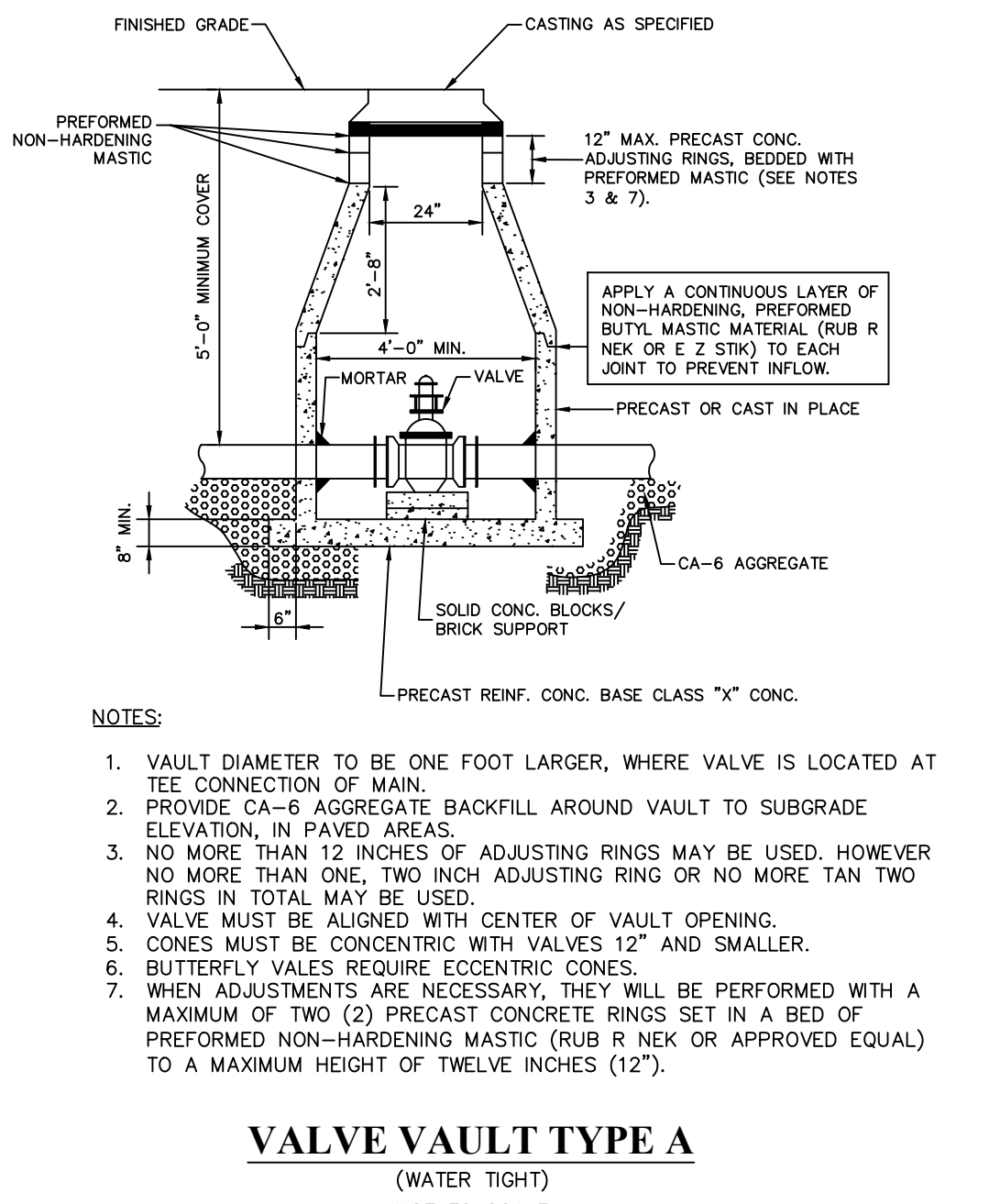
CATCH BASIN TYPE C NOT TO SCALE



FIRE HYDRANT NOT TO SCALE



VALVE VAULT FOR PRESSURE CONNECTION NOT TO SCALE



VALVE VAULT TYPE A (WATER TIGHT) NOT TO SCALE

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MCKENNA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

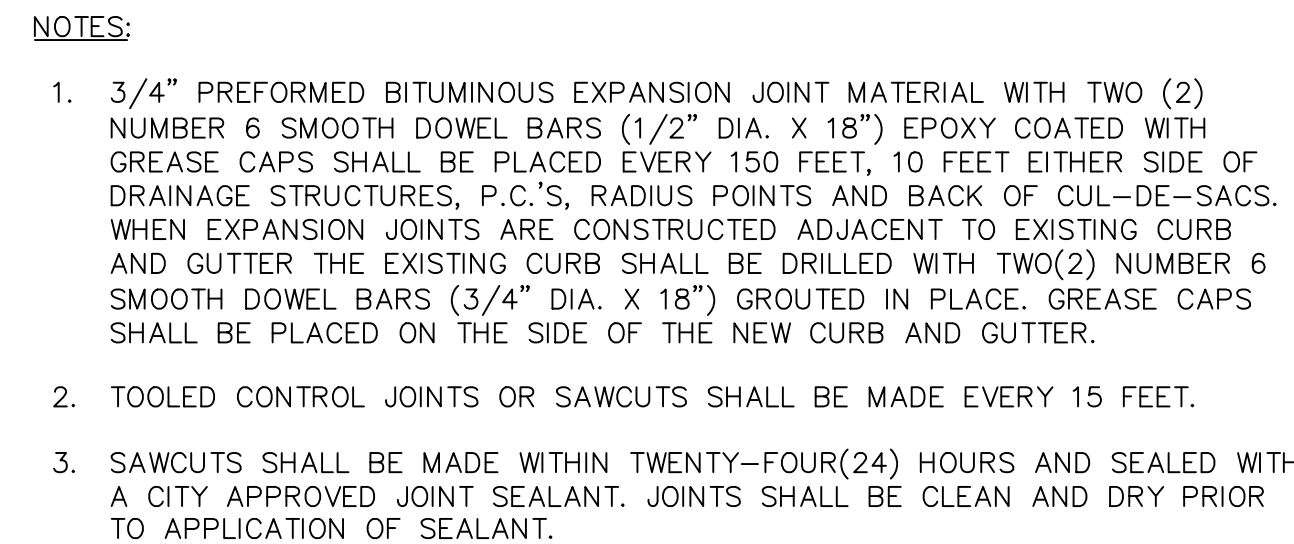
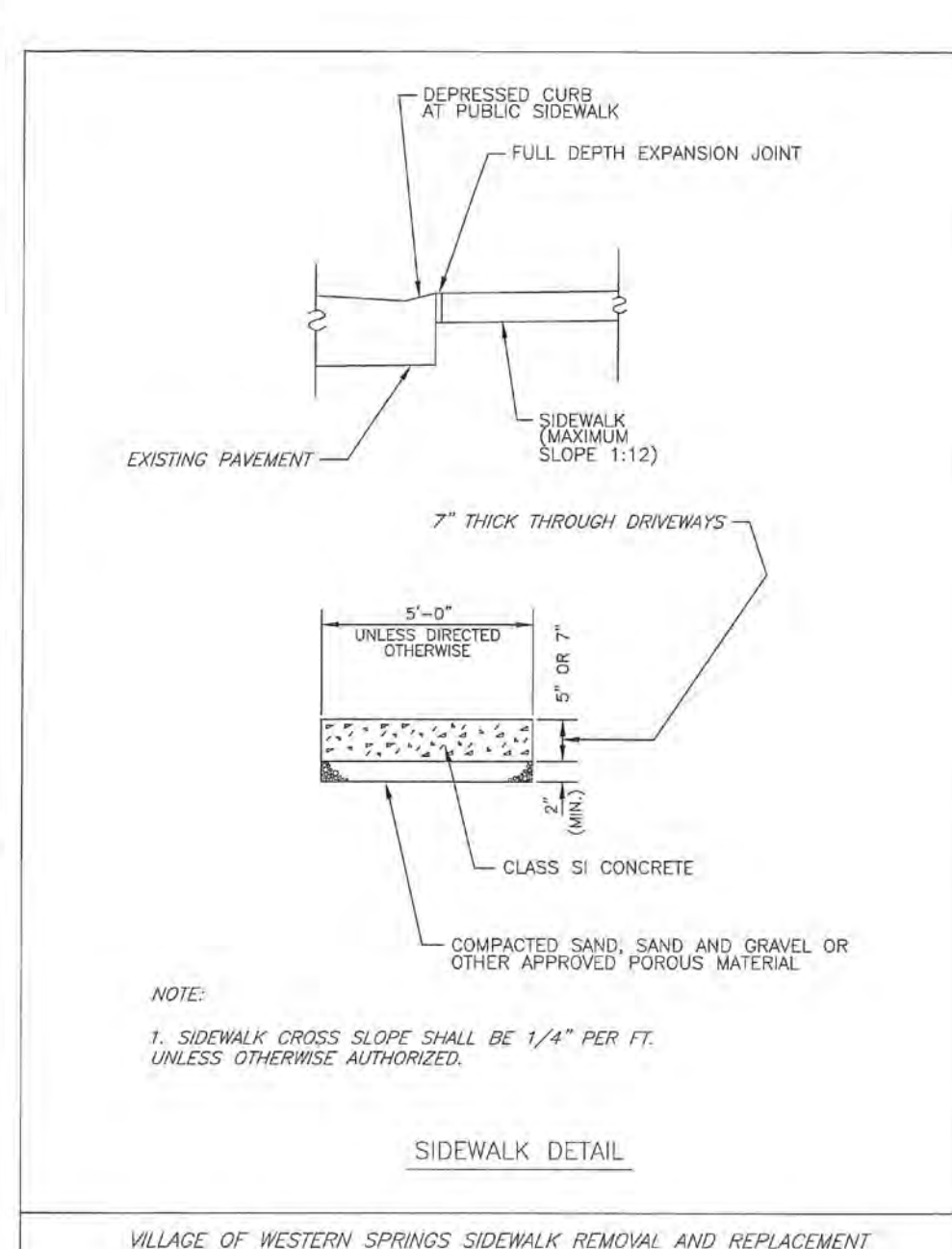
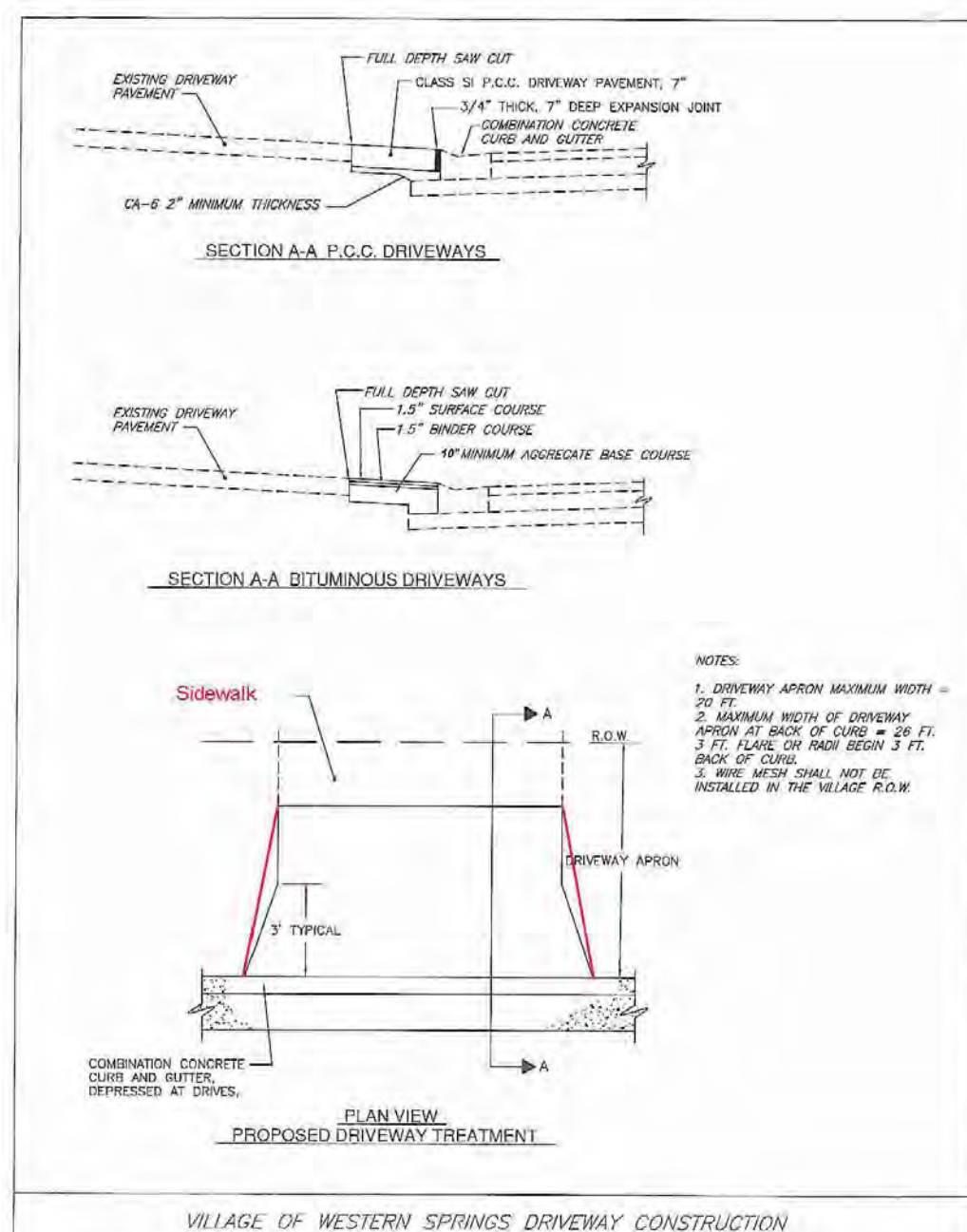
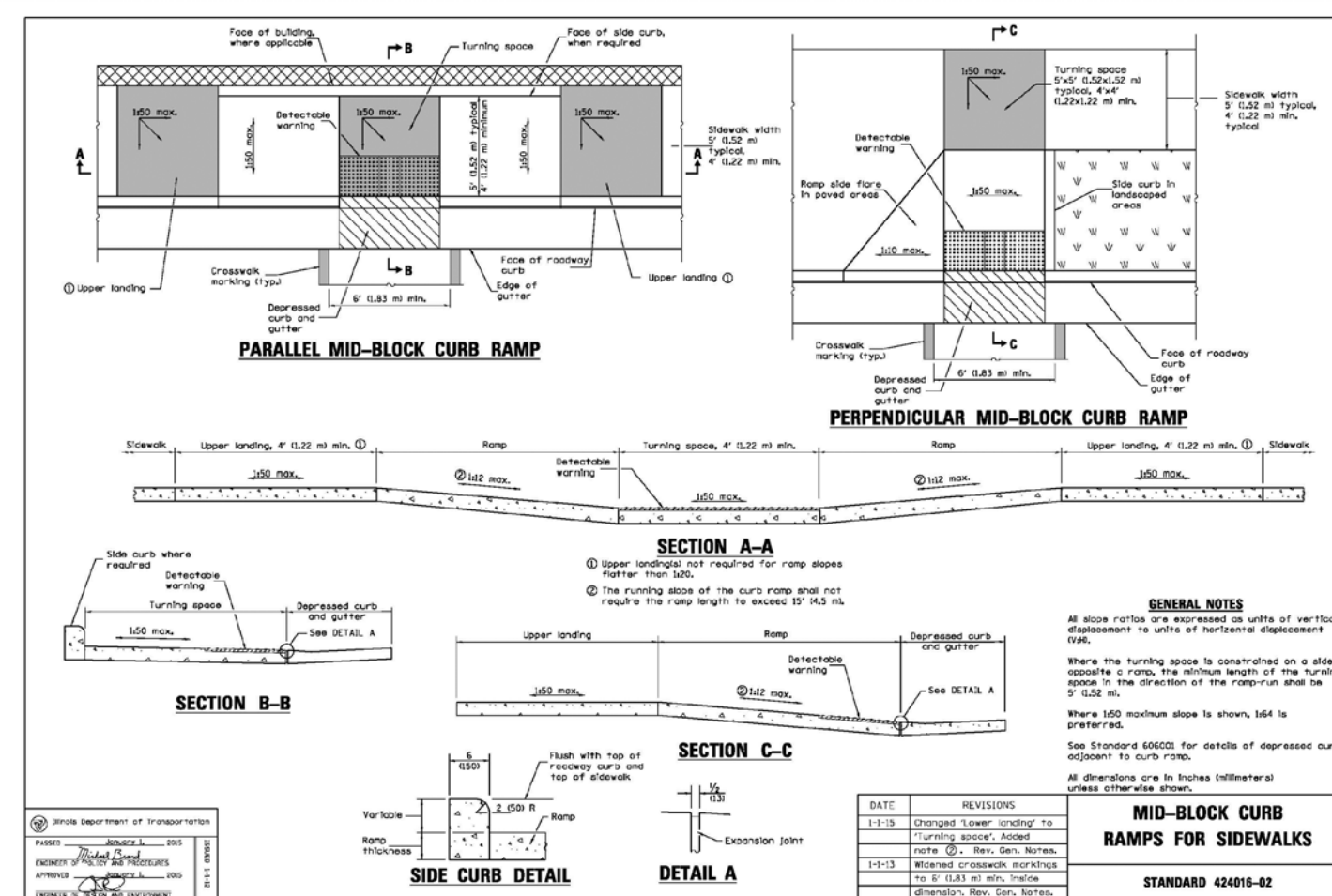
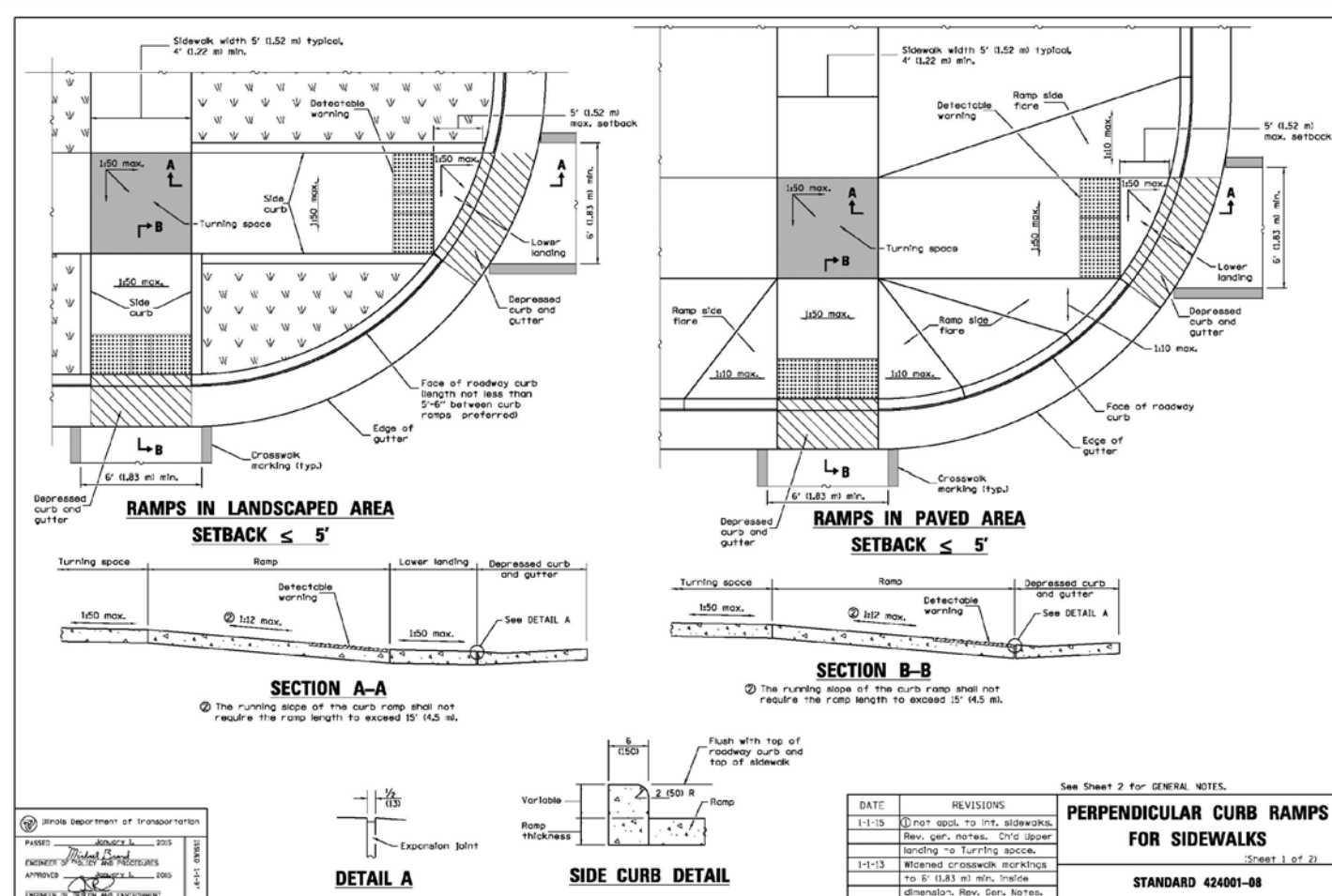
PROJECT INFORMATION
Project No.: 24-0001
Scale: NONE
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

13 OF 20

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

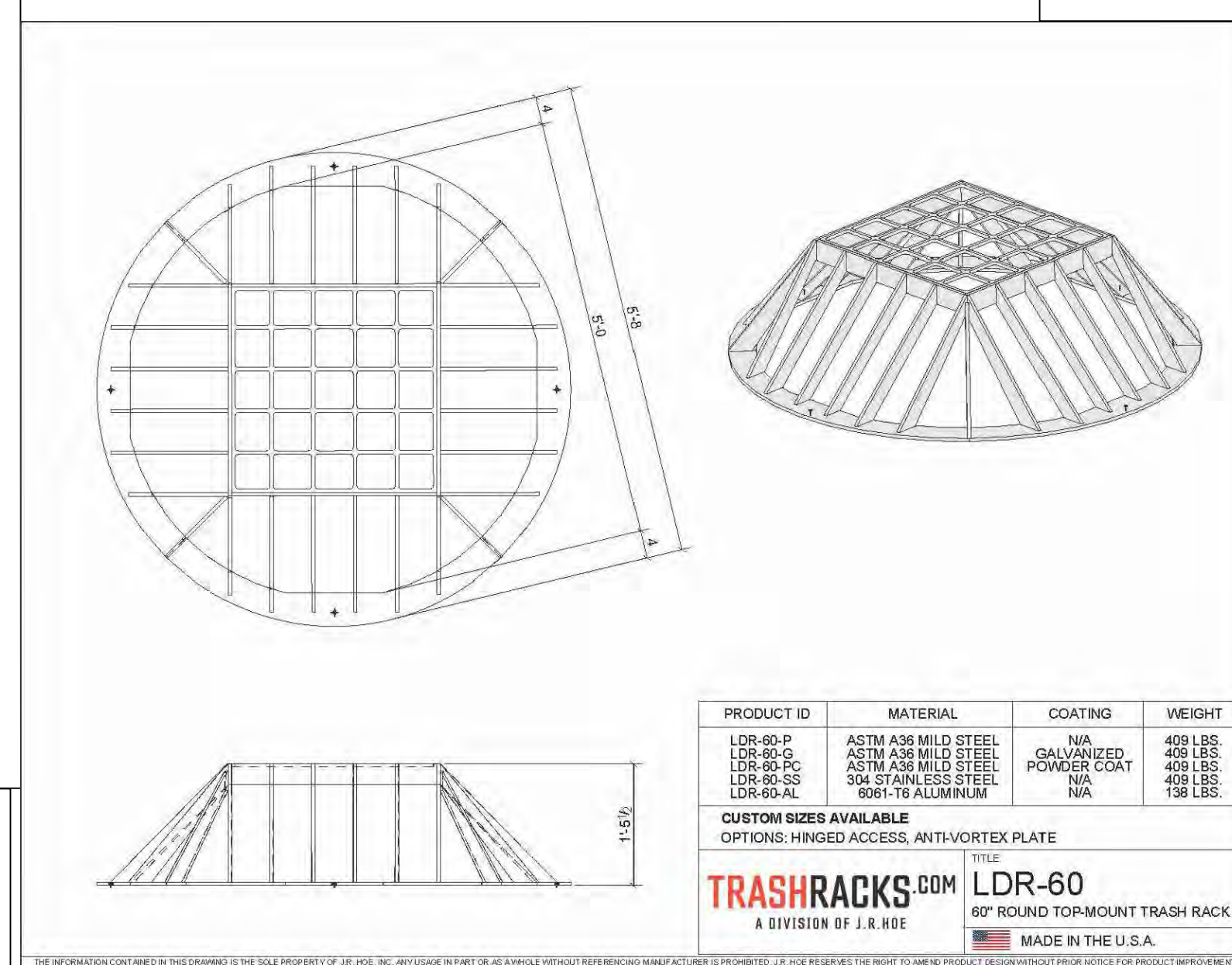
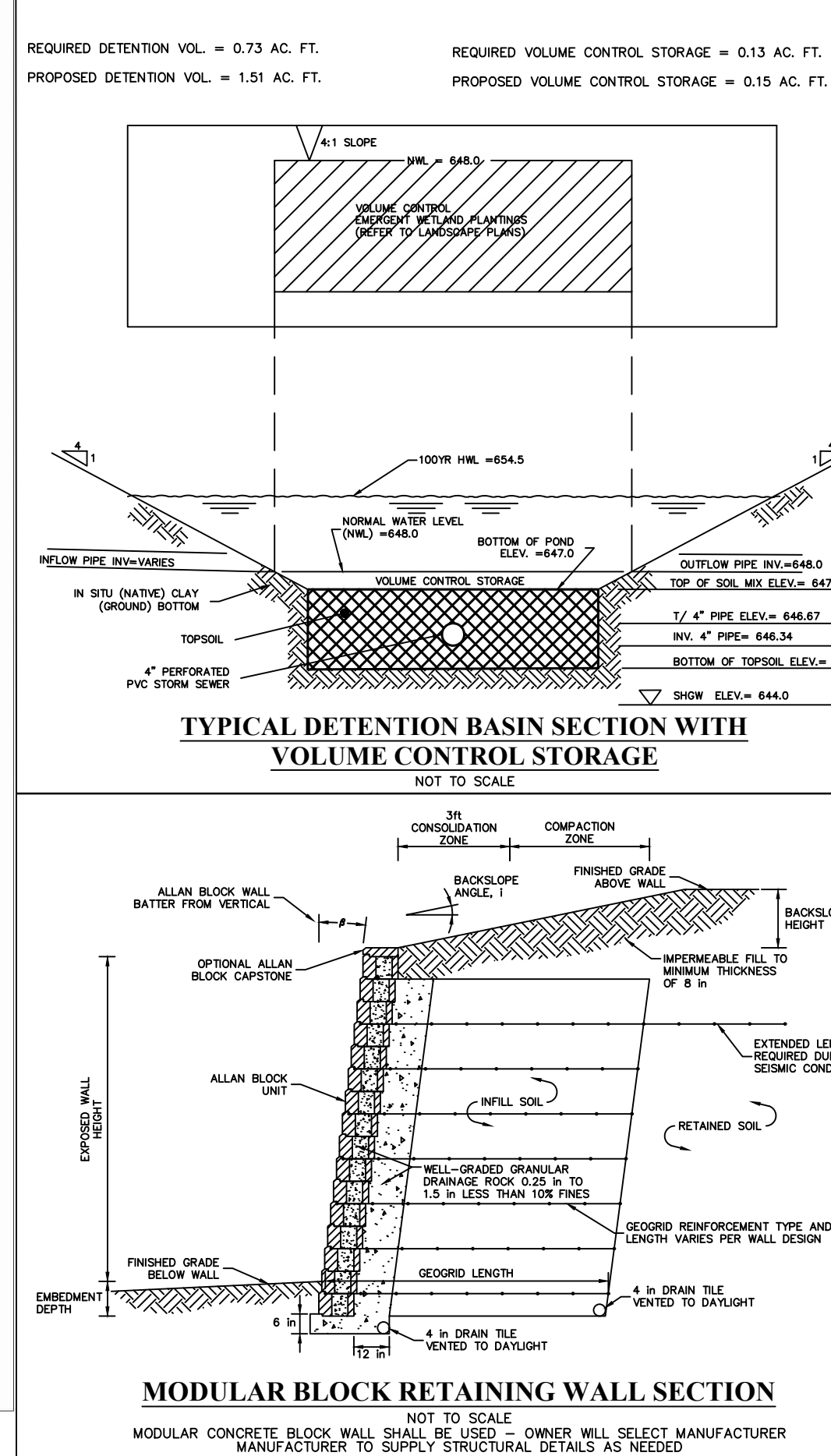
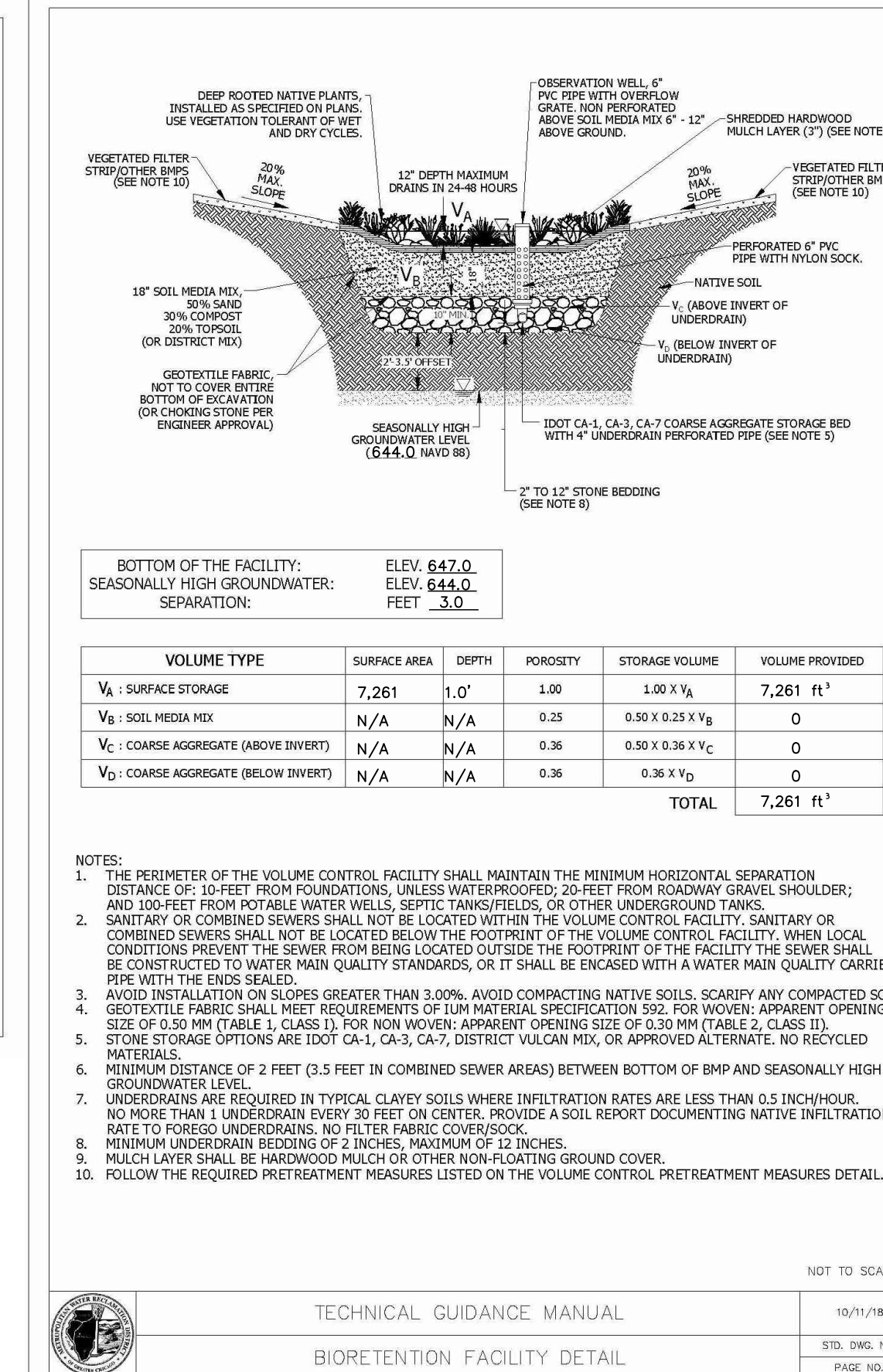
FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

PROJECT DETAILS



NOT TO SCALE

1. 3/4" PREFORMED BITUMINOUS EXPANSION JOINT MATERIAL WITH TWO (2) NUMBER 6 SMOOTH DOWEL BARS (1/2" DIA. X 18") EPOXY COATED WITH GREASE CAPS SHALL BE PLACED EVERY 150 FEET, 10 FEET EITHER SIDE OF DRAINAGE STRUCTURES, P.C.'S, RADIUS POINTS AND BACK OF CUL-DE-SACS. WHEN EXPANSION JOINTS ARE CONSTRUCTED ADJACENT TO EXISTING CURB AND GUTTER THE EXISTING CURB SHALL BE DRILLED WITH TWO(2) NUMBER 6 SMOOTH DOWEL BARS (3/4" DIA. X 18") GROUTED IN PLACE, GREASE CAPS SHALL BE PLACED ON THE SIDE OF THE NEW CURB AND GUTTER.
2. TOOLED CONTROL JOINTS OR SAWCUTS SHALL BE MADE EVERY 15 FEET.
3. SAWCUTS SHALL BE MADE WITHIN TWENTY-FOUR(24) HOURS AND SEALED WITH A CITY APPROVED JOINT SEALANT. JOINTS SHALL BE CLEAN AND DRY PRIOR TO APPLICATION OF SEALANT.



PRODUCT ID	MATERIAL	COATING	WEIGHT
LDR-60-P	ASTM A36 MILD STEEL	NA	409 LBS.
LDR-60-M	ASTM A36 MILD STEEL	PAVEMENT	409 LBS.
LDR-60-PC	ASTM A36 MILD STEEL	GALVANIZED	409 LBS.
LDR-60-L	304 STAINLESS STEEL	NA	409 LBS.
LDR-60-AL	8061-T6 ALUMINUM	NA	136 LBS.

CUSTOM SIZES AVAILABLE
 OPTIONS: HINGED ACCESS, ANTI-VORTEX PLATE

TITLE
 LDR-60 60" ROUND TOP-MOUNT TRASH RACK  MADE IN THE U.S.A.

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Accessories/Moduli Catalogue

Accessories Accessori - Accessoirs Accessoires - Accessoires

CHIMNEY FRAME, PEDESTAL RATIO

- Non-traffic pedestrian ramp
- Red anodized steel hollow frame
- Heavy duty stainless steel hinges
- Optional padding top
- Anti-slip aluminum channel frame with 1/2" wide anodized aluminium of frame
- Aluminium 316 handle
- 1/4" aluminium diamond plate cover

See page 8, 9, 11 and for additional options

Low profile traffic awnings

Accessories/Moduli - Accessoirs/Moduli - Accessoirs/Moduli

Catalog Number	Description	Inside Dimension	Outside Dimension	Height	Diagonal	Single Cover Weight
Single Cover Style						
HD2424H1	1 Cover HxH1	24x24	30x30	31/2	42 7/16"	21
HD2436H1	1 Cover HxH1	24x36	30x36	31/2	46 58/64	26
HD2436H2	1 Cover HxH1	24x36	30x42	31/2	50 55/64	30
HD3036H1	2 Cover HxH1	30x36	36x36	31/2	50 70/64	32
HD3036H2	1 Cover HxH1	30x36	36x42	31/2	54 55/64	37
HD3636H1	2 Cover HxH1	36x36	42x42	31/2	58 55/64	40
HD3636H2	1 Cover HxH1	36x36	42x48	31/2	62 55/64	46
HD4236H1	2 Cover HxH1	42x36	48x48	31/2	68 55/64	54
Double Cover Style						
HD2424H1	2 Cover HxH1	30x48	36x48	31/2	60 7/8"	24
HD2436H1	2 Cover HxH1	36x48	42x48	31/2	70 1/2"	27
HD2436H2	2 Cover HxH1	36x48	42x54	31/2	74 1/8"	30
HD2436H3	2 Cover HxH1	36x48	48x54	31/2	82 1/4"	34
HD3636H1	2 Cover HxH1	42x48	48x54	31/2	79 3/8"	38
HD3636H2	2 Cover HxH1	42x48	54x54	31/2	84 1/2"	44
HD4236H1	2 Cover HxH1	48x48	54x72	31/2	94 7/8"	57
HD4236H2	2 Cover HxH1	48x48	54x78	31/2	100 7/8"	64

HD = Diamond plate cover, HD = Diamond plate cover

Chimney Cover Model 10110 - 10110 Series - 10110 Series

ALCANTARA

2023 2023

2023 2023

REVIEWS			BY
NO.	DATE	DESCRIPTION	
1	06-17-24	PER LAGRANGE HIGHLANDS SD	DND
2	06-26-24	PER WESTERN SPRINGS REVIEW	SDD
3	10-17-24	PER VILAGE REVIEW	SDD
4	11-04-24	PER COOTH REVIEW	DMV
5	11-04-24	PER REVERED GEOMETRY	DMV
6	01-27-25	PER REVERED GEOMETRY	DMV
7	03-17-25	PER CULVERT REVIEW	DMV
8	03-26-25	PER VILAGE COMMENT	DMV
9	04-08-25	PER VILAGE COMMENT	DMV

McNAUGHTON DEVELOPMENT
15220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326 - 4961
FAX: (708) 326 - 4962
|| PROF I/c. No. 1184 - 003740

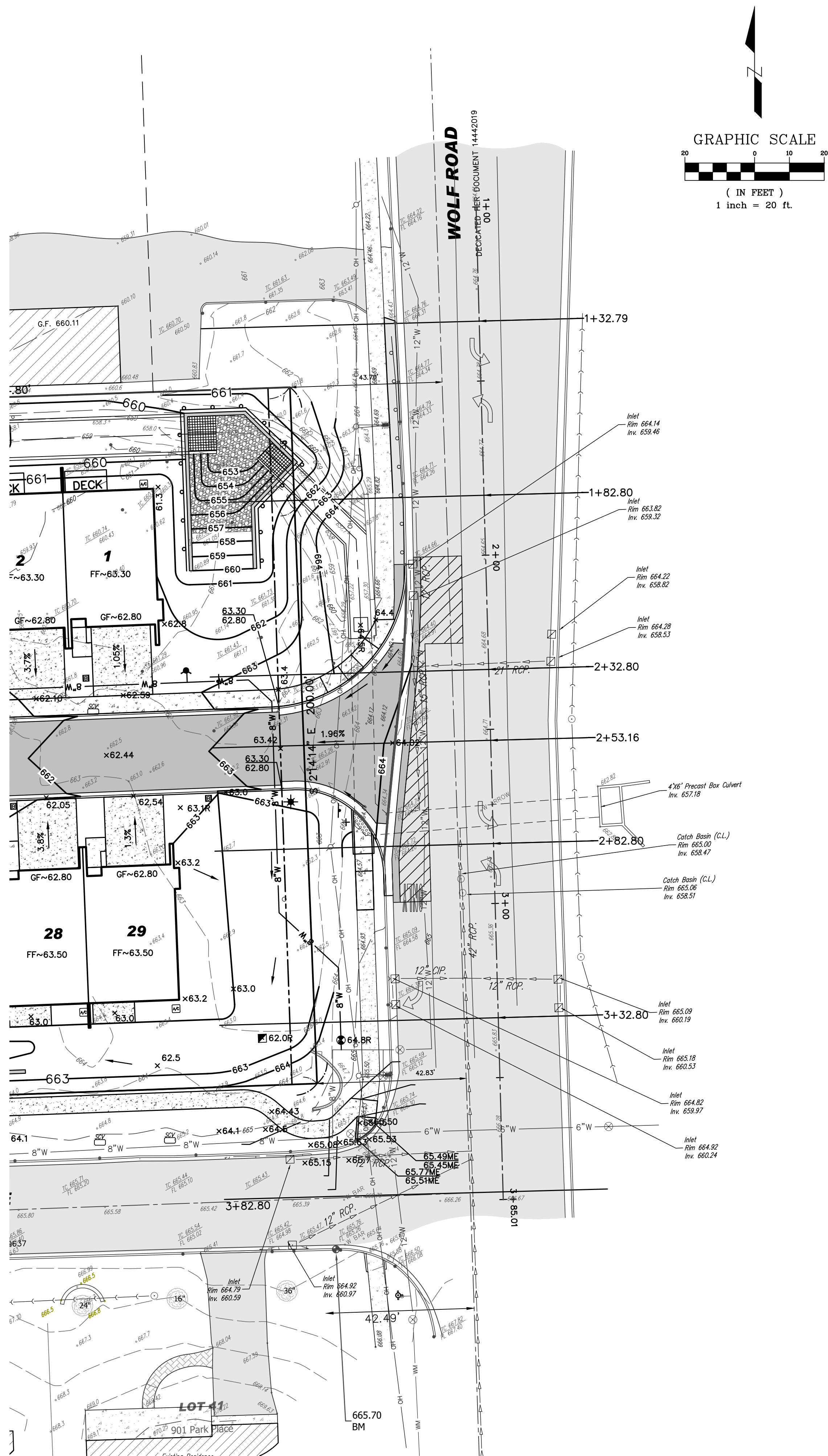


PROJECT INFORMATION
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Scale: NONE
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

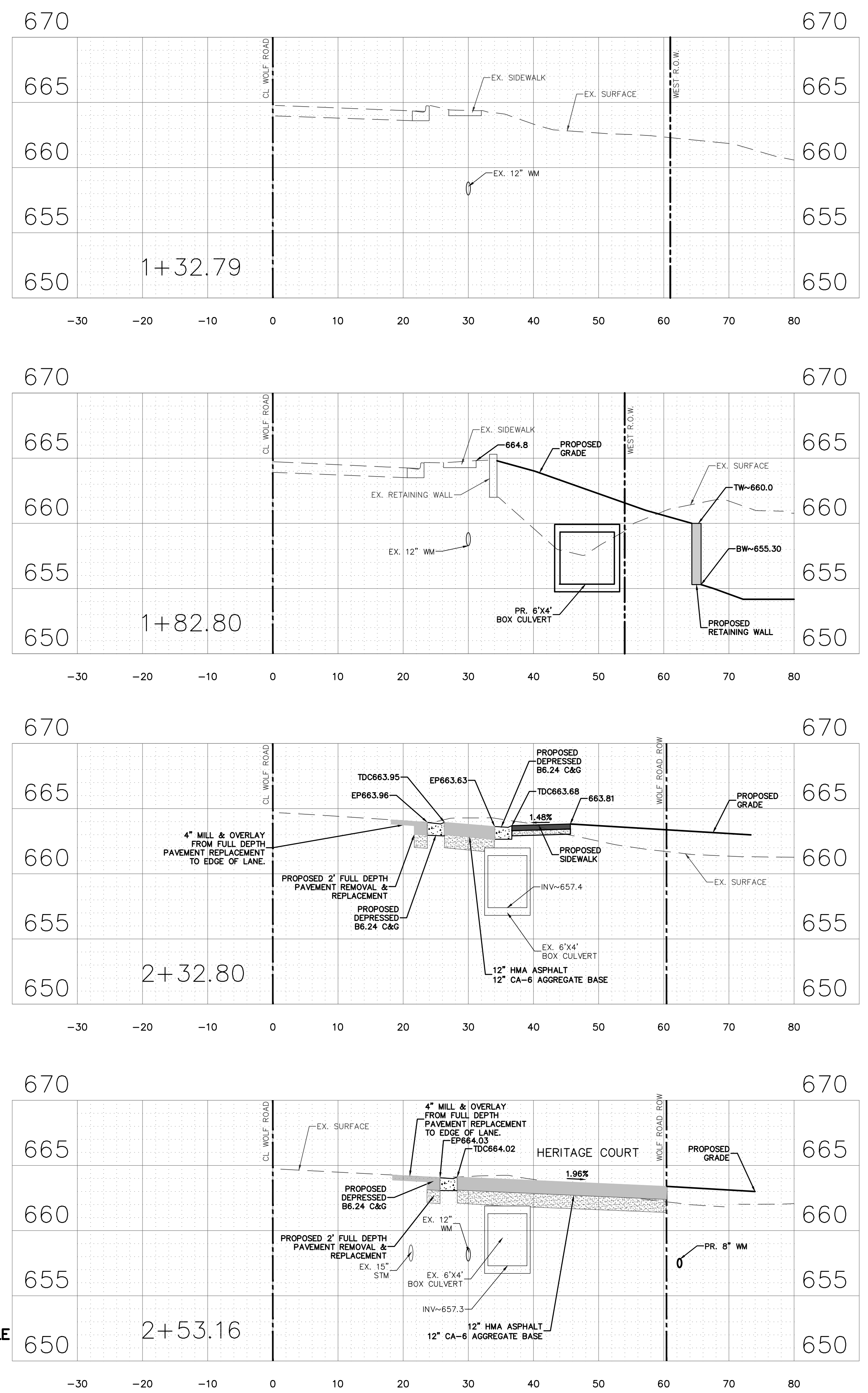
14 OF 20

PROJECT DETAILS

REVIEW SET
NOT FOR CONSTRUCTION



CROSS-SECTION SCALE
H: 1" = 10'
V: 1" = 5'



REVISIONS	
NO.	DATE
1	08-17-24
2	08-26-24
3	10-17-24
4	11-04-24
5	01-27-25
6	03-17-25
7	03-17-25
8	03-26-25
9	04-08-25

DESCRIPTION
PER LAGRANGE HIGHLANDS SD
PER WESTERN SPRINGS REVIEW
PER VILLAGE REVIEW
PER CDOOTH REVIEW
PER VILLAGE REVIEW
PER CULVERT REVIEW
PER VILLAGE COMMENT
PER VILLAGE COMMENT

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

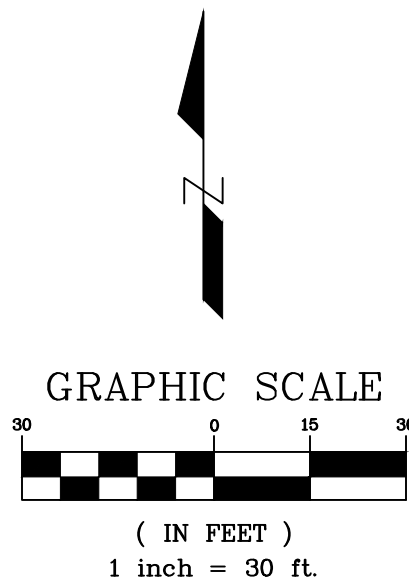
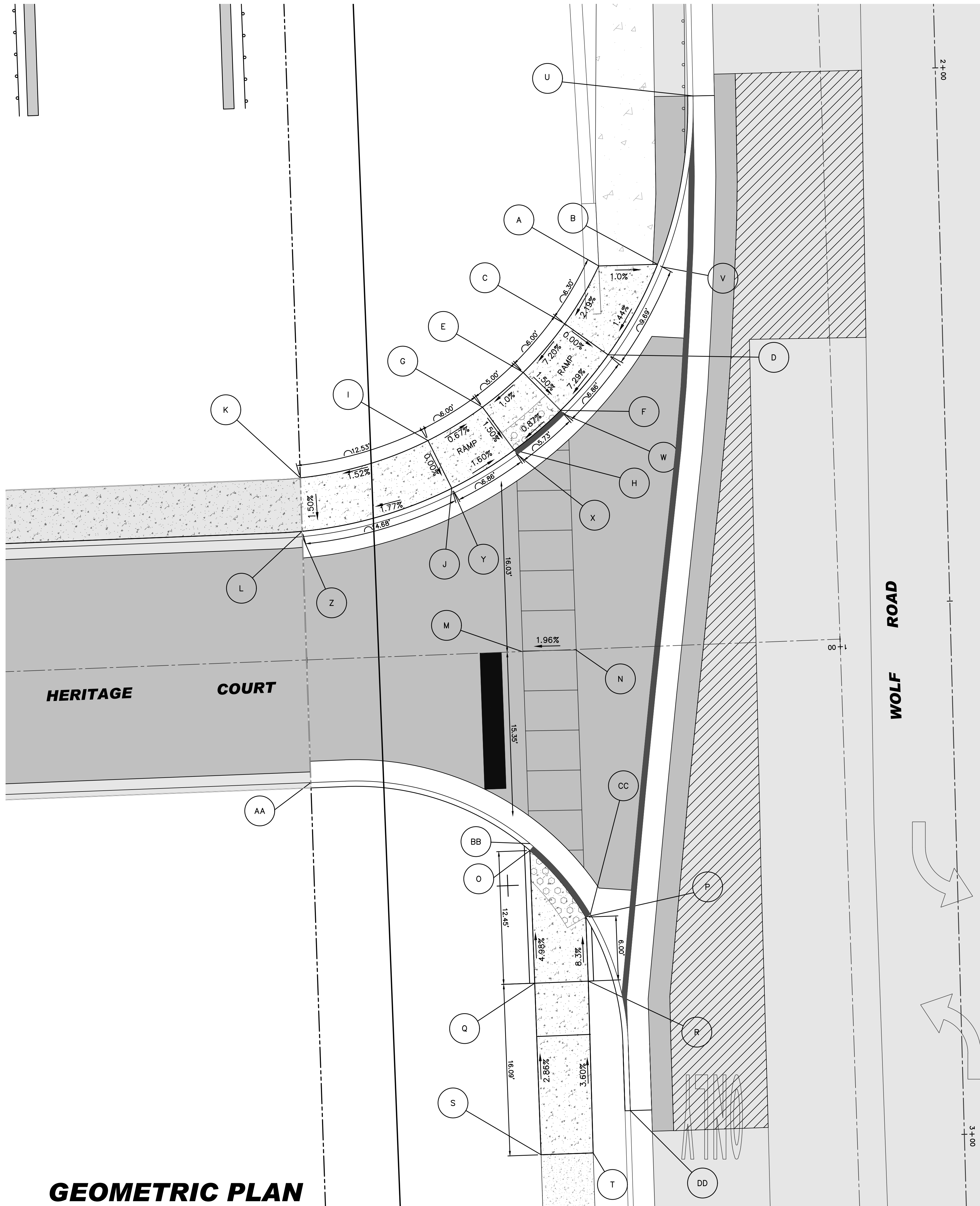
DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 24-0001
Scale: AS SHOWN
Date: DATE
Design By: SDD
Drawn By: DJB
Checked By: SDD

DEI

17
OF
20

GEOMETRIC PLAN



	STATION	OFFSET	ELEV.
A	2+17.70	32.03' R.	664.47ME
B	2+17.70	26.96' R.	664.42ME
C	2+23.03	33.37' R.	664.21
D	2+26.03	31.40' R.	664.21
E	2+27.48	39.38' R.	663.85
F	2+31.14	35.97' R.	663.78
G	2+30.63	43.28' R.	663.78
H	2+34.74	40.42' R.	663.71
I	2+33.62	48.48' R.	663.82
J	2+38.14	46.37' R.	663.82
K	2+36.79	60.53' R.	663.63
L	2+41.80	60.50' R.	663.56
M	2+53.63	40.21' R.	664.15
N	2+53.57	35.20' R.	664.05
O	2+72.59	39.99' R.	663.69
P	2+78.55	34.99' R.	663.81
Q	2+84.61	39.84' R.	664.31
R	2+84.56	34.93' R.	664.31
S	3+00.83	39.71' R.	694.77ME
T	3+00.79	34.82' R.	664.89ME
U	2+02.01	22.76' R.	664.14ME
V	2+17.98	26.08' R.	663.92
W	2+31.50	35.63' R.	663.65
X	2+35.15	40.14' R.	653.58
Y	2+38.61	46.15' R.	663.32
Z	2+42.30	60.49' R.	663.06
AA	2+65.37	60.33' R.	663.06
BB	2+71.65	39.96' R.	663.56
CC	2+78.44	34.48' R.	663.78
DD	2+96.92	31.23' R.	664.36ME

PAVEMENT LEGEND

- 4" MIL AND OVERLAY
- ASPHALT PAVEMENT CDDTH ROW
12" HMA CONCRETE SURFACE COURSE CL1
12" AGGREGATE BASE COURSE, CA-6
- ASPHALT PAVEMENT
2.5" BIT. CONCRETE SURFACE COURSE CL1
2.5" BIT. CONCRETE BINDER COURSE
9" AGGREGATE BASE COURSE, CA-6
- CONCRETE DRIVEWAY
7" P.C.C.
2" AGGREGATE BASE COURSE
- CONCRETE SIDEWALK
7" P.C.C.
2" AGGREGATE BASE
- CONCRETE CURB RAMP
8" P.C.C.
4" AGGREGATE BASE COURSE

REVIEW SET
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	08-17-24	PER LAGRANGE HIGHLANDS SD	DMV
2	08-26-24	PER WESTERN SPRINGS REVIEW	SDD
3	10-17-24	PER VILLAGE REVIEW	SDD
4	11-04-24	PER CDDTH REVIEW	DMV
5	01-27-25	PER CDDTH REVIEW	DMV
6	03-17-25	PER CDDTH REVIEW	DMV
7	03-17-25	PER CDDTH REVIEW	DMV
8	03-26-25	PER VILLAGE COMMENT	DMV
9	04-08-25	PER VILLAGE COMMENT	DMV

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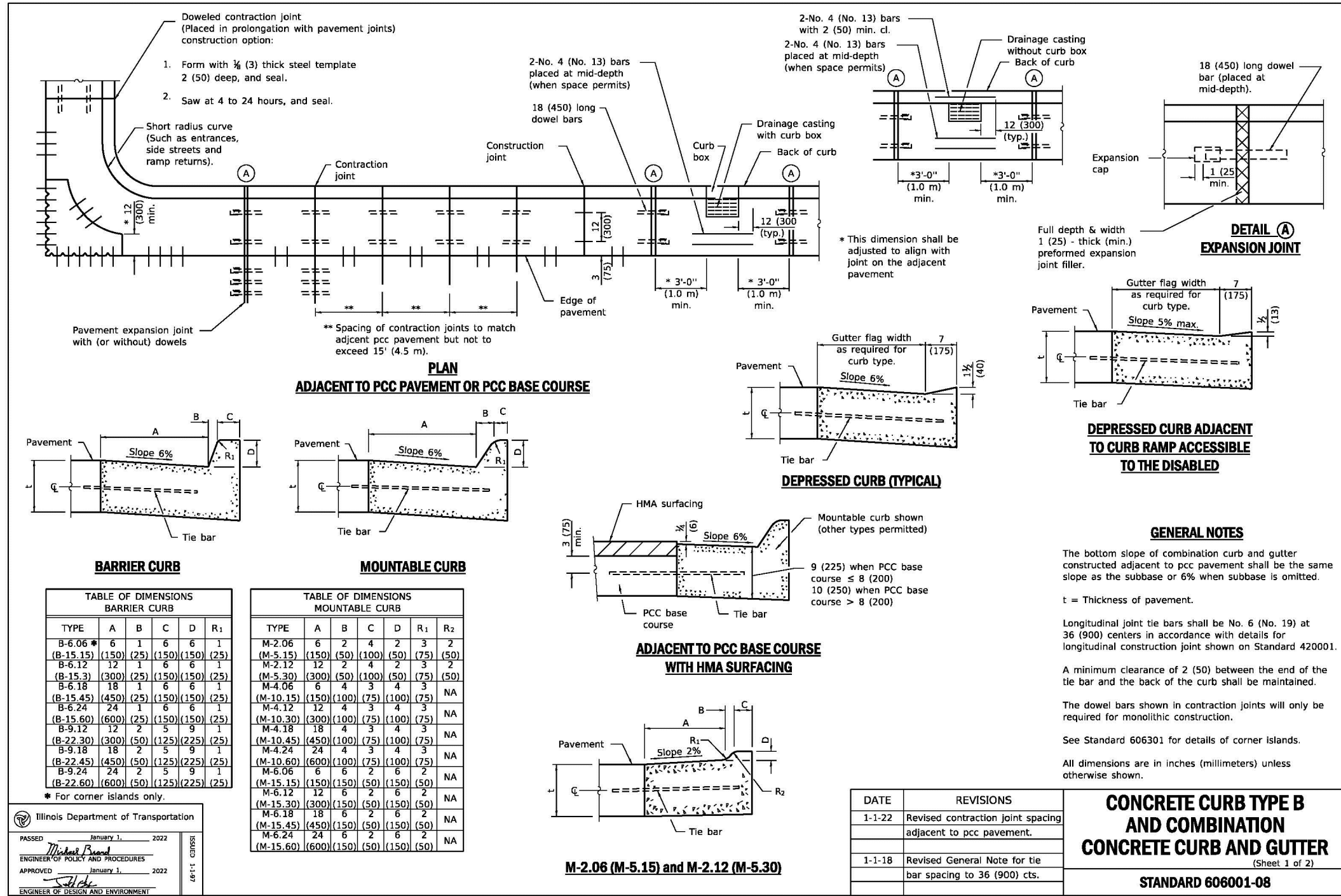
IL PROF. Lic. No.: 184-003740



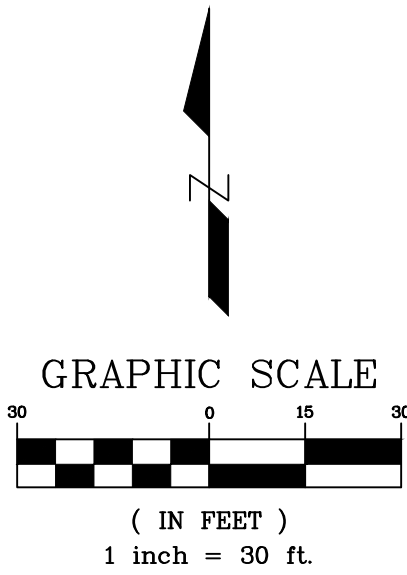
PROJECT INFORMATION

Project No.: 24-0001
Scale: 1" = 30'
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

19
OF
20



EXISTING CONDITIONS FLOODING EXHIBIT



REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS		BY
NO.	DATE	DESCRIPTION
1	12/17/24	PER ALIANCE REVIEW
2	01-15-25	PER REVISED SUBMITTAL
3	02-15-25	PER REVISED SUBMITTAL

McNAUGHTON DEVELOPMENT
115220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

EXISTING FLOODING EXHIBIT
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
3950 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4692
ILL. PROF. LIC. NO.: 184-003740



PROJECT INFORMATION
Project No.: 24-0001
Scale: 1"=30'
Date: 09-05-2024
Design By: SDD
Drawn By: SDD
Checked By: DMV

1
OF
1

EXISTING CONDITIONS FLOODING EXHIBIT

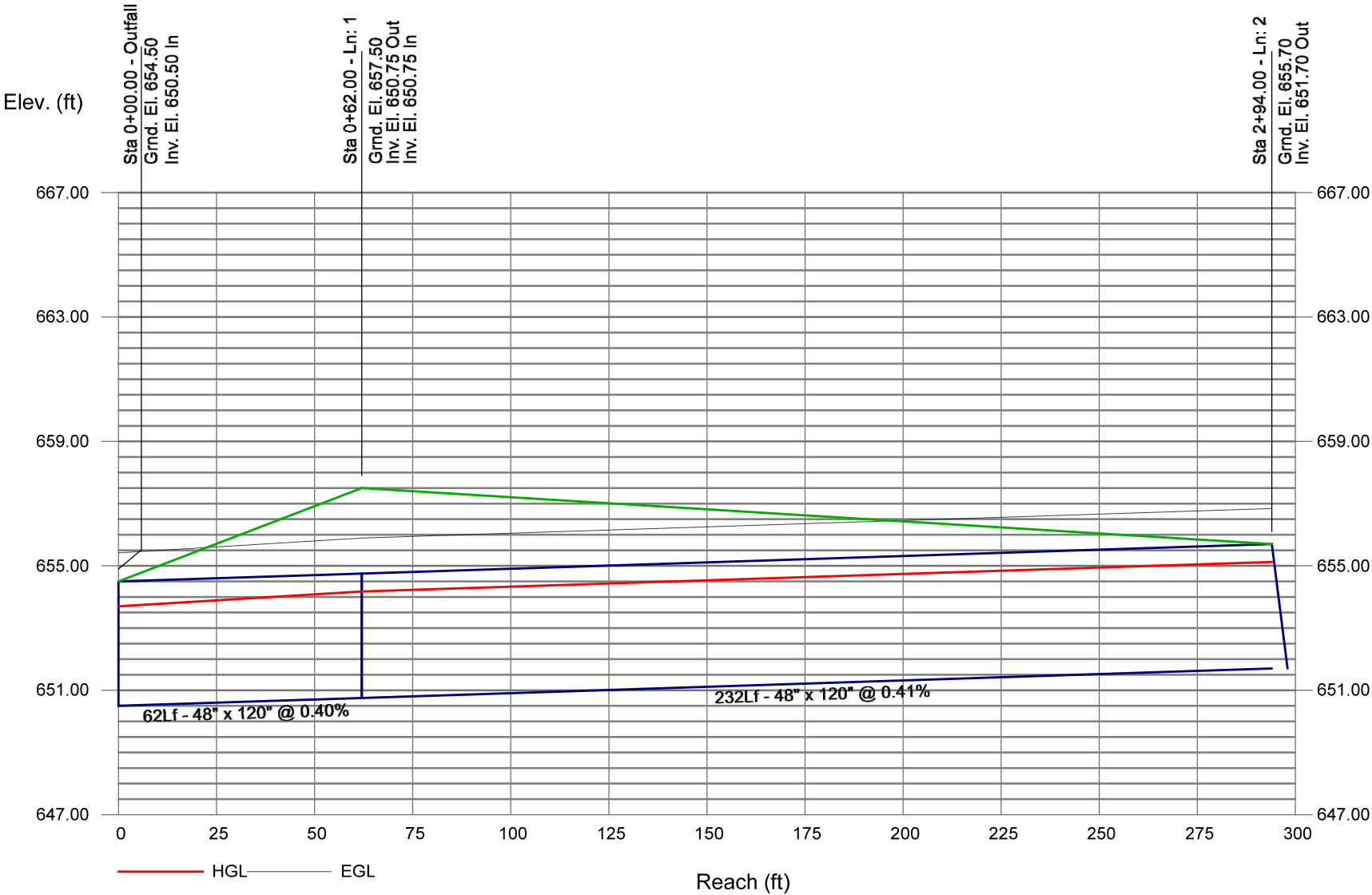
HERITAGE CROSSING BYPASS PIPE CALCULATIONS



100-YEAR PEAK FLOW
Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID			
Line	To Line		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Dn	Up	Dn	Up	Dn	Up				
		(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)				
1	End	62	0.00	0.00	0.00	0.00	0.00	0.0	0.4	0.0	360.0	368.3	10.88	48	0.40	650.50	650.75	653.70	654.17	654.50	657.50	Pipe - (3)			
2	1	232	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.0	360.0	402.1	10.51	x 120 b x 140 b	0.41	650.75	651.70	654.17	655.12	657.50	655.70				

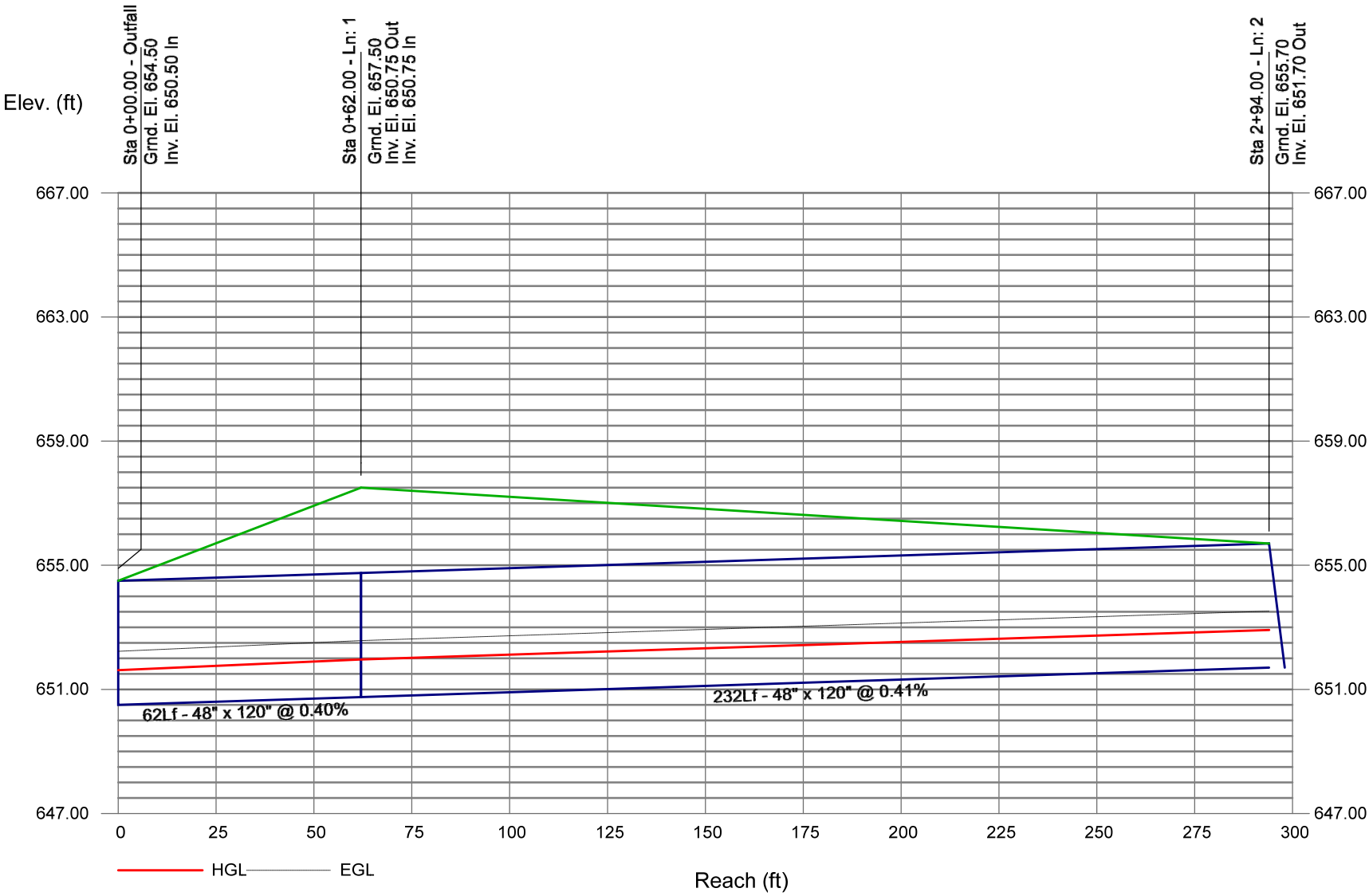
100-YEAR PEAK FLOW



2-YEAR PEAK FLOW Storm Sewer Tabulation

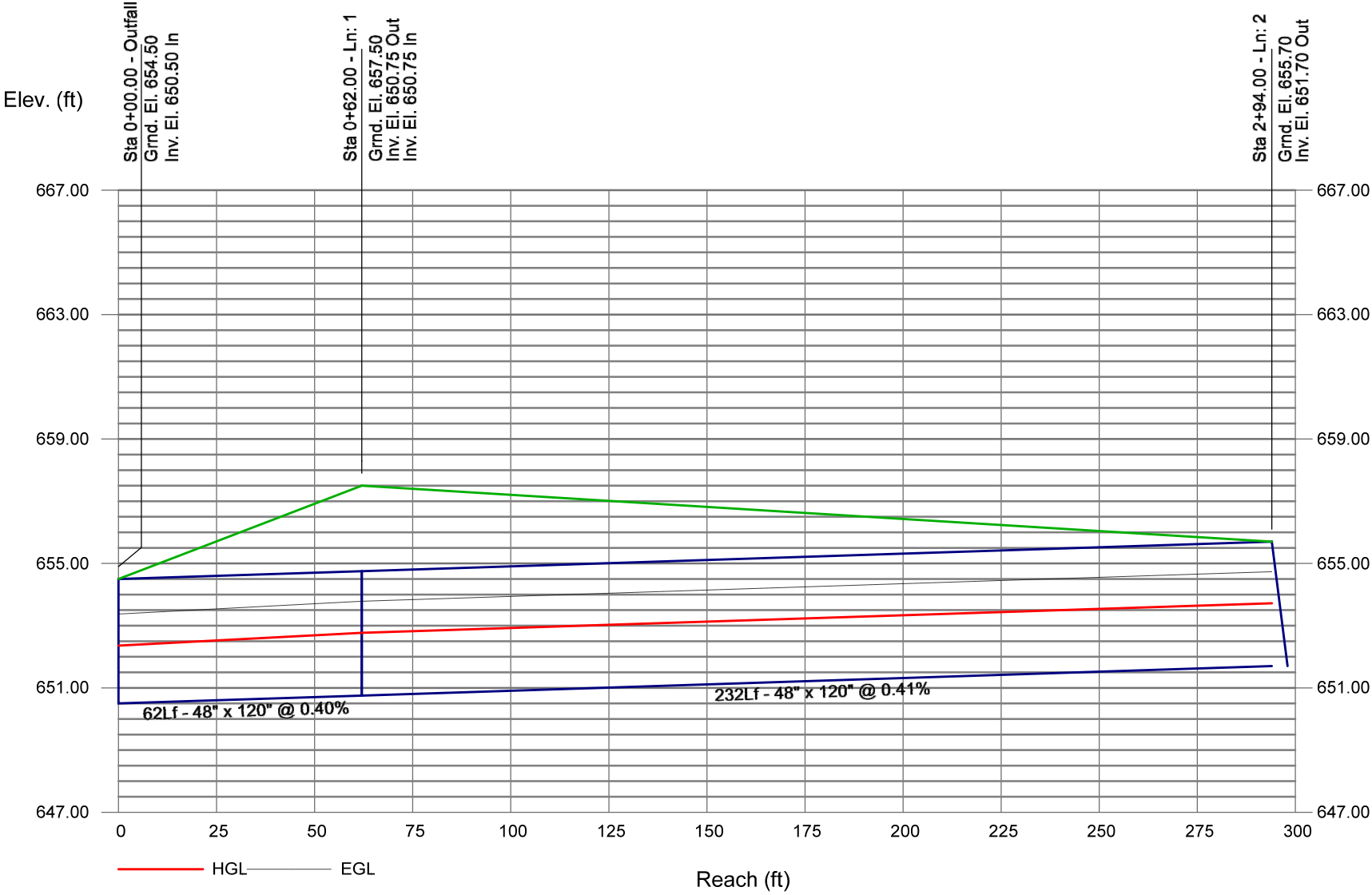
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2-YEAR PEAK FLOW



Station		Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc		Rain (I) (in/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID		
Line	To Line		Incr (ac)	Total (ac)		Incr 	Total 	Inlet (min)	Syst (min)					Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)			
1	End	62	0.00	0.00	0.00	0.00	0.00	0.0	0.9	0.0	163.1	368.3	8.42	48 x 120 b	0.40	650.50	650.75	652.36	652.77	654.50	657.50	Pipe - (3)		
2	1	232	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.0	163.1	371.2	8.07	48 x 120 b	0.41	650.75	651.70	652.77	653.72	657.50	655.70	Pipe - (1)		

10-YEAR PEAK FLOW



ORDINANCE NO. 25-3240

VOTE: Roll call vote.

AYES: Trustees Avakian, Chen, Fink, Lewis,

Tyrrell

NAYS: Nawrocki

ABSENT: None.

ABSTAIN: None.

DATE: February 10, 2025.

OTHER: Published in Pamphlet Form.

**AN ORDINANCE APPROVING A MAP
AMENDMENT TO REZONE THE 5600 SOUTH
WOLF ROAD PROPERTY, WESTERN
SPRINGS, ILLINOIS, FROM THE O – LIMITED
OFFICE ZONING DISTRICT TO THE R4 -
MULTIPLE-FAMILY RESIDENCE DISTRICT;
APPROVING AN APPLICATION FOR A
CONDITIONAL USE PERMIT FOR A
PLANNED DEVELOPMENT FOR THE
CONSTRUCTION AND OPERATION OF THE
PROPOSED 29 UNIT HERITAGE CROSSING
TOWNHOME DEVELOPMENT LOCATED AT
THE 5600 SOUTH WOLF ROAD PROPERTY,
INCLUDING THE APPROVAL OF THE
COMBINED PRELIMINARY / FINAL
DEVELOPMENT PLANS, SUBJECT TO
VILLAGE PLAN REVIEW PROCESS, AND
APPROVAL OF CERTAIN DEVELOPMENT
ALLOWANCES, EXCEPTIONS AND
VARIATIONS FROM THE VILLAGE ZONING
REGULATIONS, INCLUDING A WAIVER OF
THE FIVE (5) ACRE MINIMUM LOT AREA
REQUIREMENT AND A REDUCTION OF
CERTAIN PLANNED DEVELOPMENT
SUBMISSION REQUIREMENTS.**

WHEREAS, McNaughton Development, LLC, with its principal business office located at 11S220 Jackson Street, Burr Ridge, Illinois 60527 ("Applicant"), is the contract purchaser and prospective developer of the real property commonly known as 5600 South Wolf Road, Western Springs, Illinois ("Property"). Casey and Fran Gaik (collectively the "Property Owner") are the fee simple title owners of the Property and have submitted a written authorization to the Village of Western Springs ("Village") that allowed the Applicant to file with the Village a completed "General Information Application for Land Use and Development in the Village" form with supporting documents (the "Application") for the redevelopment of the Property as a twenty-nine (29) unit residential townhome development (the "Development"). The Property Owner has further executed a "Written Consent and Waiver" to allow McNaughton Development, LLC to enter into this Agreement, a copy of which is on file with the Community Development Department and is incorporated herein by reference and made a part hereof; and

WHEREAS, in 2024, the Applicant submitted the Application to the Village requesting approval of a conditional use permit for a planned development, a map amendment, an amendment to the Village's Comprehensive Land Use Plan, a plat of consolidation, a plat of abrogation for storm sewer easement and public utility easement, a plat of vacation relating to a portion of Lawn Avenue, which is utilized as a stormwater detention basin, certain development allowances, exceptions and variations, and other zoning relief as noted below in accordance with the applicable provisions of the Village's Development Control Ordinance ("DCO"), in order to construct the Development, which is commonly referred to as the Heritage Crossing Subdivision or the Heritage Crossing Townhome Development. A copy of the Application

is on file with the Village's Community Development Department and is incorporated herein by reference; and

WHEREAS, the proposed Development consists of nine (9) townhome buildings with unit counts of either three-units or four-units. Each dwelling unit will have a balcony, a rear patio, and an attached, front-loaded garage with a driveway accessed by a private street through the Development. The Development will have off-street community parking spaces, possible on street-parking, sidewalks, an expanded stormwater detention basin system and stormwater management facilities and other private and public infrastructure, open space, landscaped areas and streetlights. The Applicant proposes to extend private Heritage Court to the southeast through the Property to the Development's access driveway proposed along Wolf Road. The existing portion of Heritage Court, a private road, currently services only the Heritage Springs Townhome Development, connects to 55th Street to the north of the Property and is maintained by the Heritage Springs Homeowner's Association. The Applicant's plans indicate that the new portion of Heritage Court will match the existing road's width. An automatic gate will separate the Development from the existing Heritage Springs Subdivision to the north. Vehicle access between the adjacent subdivisions will be controlled by a swing gate and gate access will only be granted to residents of both subdivisions with clicker-access and Village emergency service vehicles. The swing gate will be improved with an Opticom system that will give Village emergency service vehicles access similar to the systems on streetlights. The Developer agrees to accept title to a sixty-six (66.00) foot by two hundred twenty-five (225.00) foot portion of Lawn Avenue (the "ROW Parcel") that will be vacated by the passage of a vacation ordinance and a plat of right-of-way vacation and retention of stormwater facility easement by the Village for purposes of incorporation into the Property and the Development so that the Developer can construct an expanded stormwater detention basin system as part of the construction of the Development; and

WHEREAS, as part of the Application and its Exhibits, the Applicant requested one-stage final approval of the submitted "Development Plans" for the Development, which have been revised by the Developer since their initial filing and which are listed at the end of this Ordinance as part of **Group Exhibit "1"** and made a part hereof. The Application and other documents that comprise **Group Exhibit "1"** are on file with the Village Clerk's Office and the Community Development Department and are incorporated by reference into this Ordinance and made a part hereof. The Applicant shall submit a set of "Final Development Plans" (i.e., architectural plans and engineering plans) for Village staff review and Village Engineer review prior to those Plans being considered for final approval by the President and Board of Trustees of the Village (the "Corporate Authorities") at a public meeting in order for the Developer to be eligible to receive a site development permit or building permit to commence site work on the Property or construction of the Development; and

WHEREAS, the Property is legally described as follows:

PARCEL 1: THE WEST ½ OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF) OF THE NORTH EAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN VIAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTH EAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 IN COOK COUNTY, ILLINOIS.

Legal Description for the Lawn Avenue ROW Parcel is as follows:

THAT PART OF THE 66 FEET WIDE LAWN AVENUE, LYING SOUTH OF THE NORTH LINE OF WESTERN SPRINGS TOWNHOMES, RECORDED MARCH 29, 1999, AS DOCUMENT NO. 99297584, LYING NORTH OF THE SOUTH LINE OF RIDGEWOOD UNIT 12, RECORDED OCTOBER 6, 1965, AS DOCUMENT NO. 19610359, LYING WEST OF THE EAST LINE OF THE WEST ½ OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION, RECORDED NOVEMBER 13, 1948, AS DOCUMENT NO. 14442019, AND LYING EAST OF THE WEST LINE OF RIDGEWOOD UNIT NO. 11, RECORDED APRIL 3, 1964, AS DOCUMENT NO. 19089916, IN THE EAST HALF OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Common Address: 5600 South Wolf Road, Western Springs, Illinois

P.I.N.S: Parcel 1: 18-18-200-017-0000, Parcel 2: 18-18-200-038-0000 and Parcel 3: 18-18-200-001-0000 (Lawn Avenue ROW Parcel); and

WHEREAS, with the passage of **Resolution No. 25- 2878** on 2/10, **2025**, the Corporate Authorities of the Village approved the following relief from certain DCO submittal requirements for planned developments for this Development:

- a. Waiver of the five (5) acre minimum land area requirement for planned developments.
- b. Waiver of the submittal requirement of a "Market Study" prepared by a qualified, independent market research firm per Subsection 10-8-8(B)(4)(d) of the DCO. This waiver is supported by the fact that the Applicant has submitted a report with supporting market and financial data relative to other recent, active townhouse developments in the Village to demonstrate the market demand for the housing type and base cost.
- c. Waiver of the submittal requirement of a "Site lighting plan" per Subsection 10-8-8(B)(3)(g) of the DCO, due to the relatively small size of the Development. There will be site lighting details and specifications provided by the Applicant; and

WHEREAS, the remaining zoning relief necessary for the Applicant to construct the Development is set forth in Section 3 below of this Ordinance; and

WHEREAS, a public hearing has been conducted by the Western Springs Plan Commission relative to the Application during public meetings held on August 13, 2024, September 24, 2024 and November 18, 2024, as required by the applicable provisions of State law, including the Illinois Open Meetings Act, 5 ILCS 120/ and Division 11-13 of the Illinois Municipal Code (65 ILCS 5/ 11-13), and the applicable provisions of the DCO (the "Public Hearing"). Prior to conducting the Public Hearing, a notice of Public Hearing was published in a newspaper, a "zoning application pending" sign was posted at the Property, a notice of Public Hearing was mailed to those persons who are required to be mailed the notice in compliance with applicable State law and the DCO, and separate agendas for each of the Plan Commission meetings where the Public Hearing sessions were held were posted as required by the Open Meetings Act; and

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WHEREAS, at the November 18, 2024, Public Hearing session, the Western Springs Plan Commission, after finding that sufficient evidence was presented at the Public Hearing to conclude that the applicable standards relating to the requested zoning relief were met, passed a motion approving Report and Recommendation No. 24-02, which recommended approval of the zoning relief needed for the Applicant to construct the Development, subject to certain conditions related to the Development (See, Section V (Conditions) of Report and Recommendation No. 24-02). A copy of Report and Recommendation No. 24-02 is on file with the Village Clerk's Office and is incorporated into this Ordinance by reference; and

WHEREAS, at open public meetings held on January 9, 2025 and January 16, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the proposed Heritage Crossing Townhome Development and Plan Commission Report and Recommendation No. 24-02 and this Ordinance, and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its January 16, 2025 meeting, the Committee recommended that the Corporate Authorities of Village consider the Development and this Ordinance; and

WHEREAS, the Village Board, at open public meetings held on **January 13, 2025, January 27, 2025 and February 10, 2025**, reviewed and discussed the Applicant's Application and its request for zoning relief, the findings, recommendations and conditions of the Plan Commission as set forth in Report and Recommendation No. 24-02, received input from Village staff and provided an opportunity for public input. At the 2/10, **2025** public meeting, the Village Board considered the findings, recommendations and conditions of the Plan Commission as set forth in Report and Recommendation No. 24-02 and, with the passage of this Ordinance, the Village Board, after finding that sufficient evidence was presented at the Public Hearing to conclude that the applicable standards relating to the requested zoning relief were met, then accepted, adopted and approved the findings, recommendations and conditions set forth in Report and Recommendation No. 24-02, subject to the approvals and conditions of this Ordinance; and

WHEREAS, in accordance with the authority granted by Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 11-13-1.1) and the applicable provisions of the DCO, the Village President and Board of Trustees of the Village of Western Springs approve the zoning relief, as requested by the Applicant, relative to the issuance of the Conditional Use Permit for a Planned Development for the construction, operation and maintenance of the Development, subject to the Village-approved zoning relief contained in Section 2 below and the conditions contained in Section 3 below in this Ordinance.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation. The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2. Approval of Requested Zoning Relief. Pursuant to the applicable provisions of Title 10 (Development Control Ordinance) of the Western Springs Municipal Code, the President and Board of Trustees approve the following zoning relief and development approvals relative to the Property in order to allow the construction and operation of the Development under a Conditional Use Permit for Planned Development, subject to the conditions set forth in Section 4 below:

- A. Approval of a conditional use permit for a planned development in accordance with Chapter 3 (Conditional Uses) and Chapter 8 (Planned Developments) of the DCO to construct the Development, subject to the requested exceptions, variations and zoning relief from the DCO regulations;
- B. A waiver of the five (5) acre minimum land area requirement under Section 10-8-3 (Guidelines) of the DCO, with the Village Board having found just cause to grant this waiver based the five (5) acre area requirement being outdated for the development of infill parcels within the Village and the consistent past precedent of other Village Boards waiving this requirement for other recent planned developments recognizing that Section 10-8-3 states "it is not intended that each and every one of these guidelines be rigidly conformed to, provided that just cause for any departure from these guidelines is demonstrated";
- C. Reduction of certain planned development submission materials under Section 10-8-8 (Submittal Requirements) of the DCO as set forth below; approval of a single stage Final Plan review and approval process (i.e., a combined Preliminary Plan / Final Plan approval) for the Development per Subsection 10-8-8(C) of the DCO, provided that the Applicant complies with the submittal and plan review requirements of Section 10-8-5(C) (Final Plan) of the DCO, subject to the reduction in the submittal requirements and other exceptions authorized by this Ordinance;
- D. A Comprehensive Plan Amendment to the Long-Range Land Use Map that reclassifies the Property from the O – Limited Office Zoning District to the R4 - Multiple-Family Residence District;
- E. A map amendment to re-zone the Property and the Lawn Avenue ROW Parcel from the O – Limited Office Zoning District to the R4 - Multiple-Family Residence District;
- F. An Exception (Variations) from Subsection 10-8-4(B)(1)(d) (Exceptions From District Regulations; Site Design Regulations; Exceptions From District Regulations) of the DCO applicable only to the Development to provide: "Along the periphery of such planned developments, set back yards shall be provided as required by the regulations of the underlying zoning district, except that in the R4 - Multiple-Family Residence District variations of not more than 61% to the front yard regulation and the corner side yard regulation may be allowed as part of the approval of the planned development.";
- G. An Exception (Variations) from Subsection 10-8-4(B)(1)(e) (Exceptions From District Regulations; Site Design Regulations; Exceptions From District Regulations) of the DCO to provide: "Building height shall comply with the Zoning District regulations approved by the Village for the planned development, except that a variation of not more than 9% above the maximum height of buildings and structures may be allowed as part of the approval of a planned development.";
- H. Exceptions (Text Amendments / Variations) from requirements of Section 10-6-5 (R4 - Multiple-Family Residence District) regulations, including:
 - i. Subsection 10-6-5(D): Minimum Development Parcel Size: Required: five (5) acres (217,800 square feet); and Requested: 2.76 acres;
 - ii. Subsection 10-6-5(E)(1): Minimum Yards Requirements: Front Yard: Required: Twenty-five feet (25'); and Requested: Seven Feet (7');
 - iii. Subsection 10-6-5(E)(2): Minimum Yards Requirements: Corner Side Yard: Required: Twenty-five feet (25'); and Requested: fourteen feet and five inches (14.42');
 - iv. Subsection 10-6-5(E)(3): Minimum Yards Requirements: Interior Side Yard: Required: Thirty feet (30'); and Requested: six feet and eight inches (6.67');

- v. Subsection 10-6-5(E)(4): Minimum Yards Requirements: Rear Yard: Required: Thirty feet (30'); and Requested: Twelve feet and nine inches (12.75'); and
 - vi. Any additional exception(s) or variation(s) identified at the Public Hearing from the other use, bulk and site design requirements contained in the DCO that are necessary to permit the construction of the Development and allow the above Property to be used for its intended purposes in accordance with the filed Application shall also be considered for Village approval; and
- I. A variation from Subsection 10-11-11 (C)(2) (Stormwater Management Requirements For All Developments; Detention; Streets) of the DCO to allow the portion of the north end of Heritage Court (a private street) between the north lot line of the Property to a point approximately forty feet (40') south of the north lot line of the Property, which is not intended to be used for primary ingress and egress vehicle access to the Property, to be designed and constructed to temporarily hold stormwater during certain rain events to facilitate the movement of excess stormwater from the Property to the on-site stormwater detention basins and to draw stormwater off of the remainder of Heritage Court and away from the private driveways of northerly dwelling units so that there is no ponding of stormwater in front of the dwelling units. The standards for consideration and approval of the proposed map amendment and text amendments are set forth in Section 10-3-12 (Amendments) of the DCO; and

SECTION 3. Conditions of Approval of Requested Zoning Relief. The above zoning relief and development approvals granted for the Development as contained in Section 2 above are subject to the following conditions:

1. General
 - a. The Applicant shall comply with all of the applicable federal, state, county, local and special district laws, ordinances and regulations, including the provisions of the Village's Municipal Code, relative to the construction and maintenance of the Development, except as otherwise modified by Village approvals.
 - b. The uses generally approved for this Conditional Use Permit for Planned Development for the Development are limited to residential uses and uses ancillary to the foregoing uses. Such ancillary uses shall comply with the requirements for accessory uses established under the DCO. The approval of the Conditional Use Permit for Planned Development for the Development does not authorize the Applicant or any other tenant or occupant to use the Property without applying for and obtaining any required temporary use permit, conditional use permit, or any other Village or other governmental approval. Such specific use approval shall be obtained by the Applicant, tenant or occupant of the Property before commencing such use.
 - c. In regard to the construction, operation and maintenance of the Development, these conditions shall be the only conditional use and planned development conditions applicable to that use of the Property, unless amended by mutual agreement of the Applicant and the Village, or unless amended by ordinance approved by the Village Board after the required public hearing.

- d. The Applicant shall pay the required impact fees (i.e., school site / school improvement impact fee; and park and recreation site impact fee) to the Village in lieu of land dedication, as calculated by the Village, in accordance with the formula set forth in Section 10-10-14 of the DCO, at the time it applies for a building permit
- e. In the event that the Applicant does not obtain a site development permit or a building permit and commence and actively perform construction of the Development within twelve (12) months of the approval of the Conditional Use Permit for Planned Development for this Project, the Conditional Use Permit for Planned Development for this Project shall expire in accordance with Section 10-3-14(L) of the DCO, unless the 12-month period is extended by approval of an ordinance by the President and Board of Trustees of the Village. Any extension of the above 12-month period to avoid an expiration of the Conditional Use Permit for Planned Development for this Project shall be approved by an ordinance passed by the President and Board of Trustees of the Village, in their discretion. Approval of such an extension does not require a public hearing, but such ordinance must be approved by the President and Board of Trustees of the Village at a public meeting in accordance with the Open Meetings Act. The Applicant shall use all commercially reasonable efforts to secure all necessary governmental permits needed to complete the Development and to actively and diligently pursue completion of the Development. The Applicant shall use all commercially reasonable efforts to hire an adequate number of experienced contractors, subcontractors and other skilled labor, and provide for adequate equipment and building materials to ensure that construction of the Development is actively and diligently pursued.
- f. The Applicant shall revise the Declaration of Covenants, Conditions and Restrictions for the Homeowners Association (the "Declaration") in accordance with comments provided by the Village Attorney and shall file the Declaration with the Cook County Clerk's Office, Recording Division ("CCCORD") prior to the sale of any portion of the Property to any other person. The Declaration shall require that, at the closing of each dwelling unit, the Applicant shall allocate \$600.00 (or an amount equal to three (3) months' Community Assessment) and pay said amount into a "Capital Reserve" fund, as defined and required by the Declaration, for the maintenance reserve account for the benefit of and use of the Homeowners Association for maintenance purposes consistent with the Declaration. In addition, the Declaration shall provide for adequate building reserve funds to pay for operating expenses (insurance, building maintenance and cleaning vendors, utilities, security) and short-term and long-term maintenance, repair and replacement expenses for the exterior and interior of the building and its common areas, and also contain all necessary cross access easements for driveway use and garage access for the benefit of each of the dwelling units as well as common area easements for use, repair, replacement and maintenance of common areas and common elements (driveway, fencing, landscaping, roof and exterior building materials) of the building.
- g. The Village and the Applicant shall execute the Final Plat of Heritage Crossing and the Declaration, which shall be filed against title to the above-described property with the CCCORD. The Plat shall be filed by the Village, at the Developer's cost, along with a certified copy of the Ordinance approving the Development. The Declaration shall be filed by the Developer, at its cost, with the CCCORD after the townhome units are constructed but prior to the sale and conveyance of legal title to any townhome. The Declaration shall

contain provisions that are enforceable against the Applicant, and any successor owners, property managers, associations, lessees, licensees, transferees, receivers or successors in interest, which, in part, provides for the future installation, maintenance, repair and replacement of all stormwater management and other drainage structures, public utilities, water and sewer mains and related structures, including without limitation fire hydrants, driveway and parking lot improvements, parking lot and landscape lighting, and landscaping and retaining wall improvements. The Plat and the Declaration shall be in a form and content approved by the Village Engineer and the Village Attorney. The Plat and the Declaration shall impose on the Applicant, and any successor owners, lessees, licensees, transferees, receivers or successors in interest, at their cost, the obligation and responsibility of performing all future maintenance, repair and replacement work in regard to the above-described development improvements as reasonably deemed necessary by the Director of Code Enforcement and the Village Engineer in order to comply with the Village Code, as amended, and shall grant to the Village a non-exclusive easement for entry upon and access to all parts of the Property, for purposes of providing the Village with the right but not the obligation to perform such maintenance, repair and replacement work, in its sole, reasonable discretion, along with the right to recover the cost of such work directly from the owners, successor owners or successors in interest or to lien the property and take all other action provided for in 65 ILCS 5/11-31-2, as amended, or similar applicable law, including any law contained in the Illinois Municipal Code, as amended. The Applicant, and any successor owners, property managers, associations, lessees, licensees, transferees, receivers or successors in interest, at their cost, shall repair pavement, concrete, landscaped areas or other areas damaged by the Village if the Village performs such future installation, maintenance, repair and replacement work.

- h. Prior to the issuance of a building or development permit, the Applicant shall submit a construction schedule, routing, construction staging, restoration plan and phasing plan with map and plan exhibits, which are in conformance with the final set of Village approved engineering and construction plans for the Development. These plans shall identify construction access routes, temporary detours, regular street cleaning intervals and refuse removal, and other appropriate safety, restricted access and "good neighbor" practices. Standard Village construction hours shall apply, except as otherwise permitted by the Village Manager.
- i. Prior to the issuance of a building or development permit, the Applicant shall enter into a Maintenance and Development Agreement with the Village, as prepared by the Village Attorney and approved by the Village Board, which includes conditions for the construction and long-term maintenance of the Development, consisting generally of the following items:
 - i. The posting of an irrevocable letter of credit or other form of security with the Village to secure the completion of the required SSA Maintained Improvements and the landscape improvements for the Development (the "Developer Security"). The Developer Security shall be in a form acceptable to the Village Attorney and of a dollar amount to be determined by the Village Engineer and shall be managed by the Village in accordance with Subsection 10-10-19(2) (Land Dedications and Completion,

Maintenance and Acceptance of Improvements; Posting of a Bond, Cash, or Other Securities) of the Municipal Code;

- ii. The posting of a two-year maintenance bond (performance and payment bond) for the SSA Maintained Improvements and the landscape improvements;
- iii. The submittal of construction access plans for the Development requiring the Applicant and all of its employees, consultants and development and construction crews to use Wolf Road as the sole point of ingress and egress to the Development. It is the Applicant's responsibility to ensure that access to the site is maintained during all Development construction activities;
- iv. The Applicant shall either enter into a private tow company contract to enforce the community parking spaces with the Development or enter into a private parking / private street enforcement agreement with the Village that will allow for the posting of appropriate parking regulation signs and vehicle speed signs to enable Village police officers to issue parking tickets and traffic citations to enforce the parking and traffic regulations of Heritage Court within the Heritage Crossing Subdivision;
- v. At the request of the Applicant and the Homeowners Association for Heritage Springs Subdivision, the Village will consider approving an amendment to the planned development ordinance granted for the Heritage Springs Subdivision to allow for additional on-street parking spaces and the operation of the swing gate and such other requested amendments that are necessitated by the Development, and the Village will also consider entering into a private parking / private street enforcement agreement that will allow for the posting of appropriate parking regulation signs and vehicle speed signs to enable Village police officers to issue parking tickets and traffic citations to enforce the parking and traffic regulations of Heritage Court within the Heritage Springs Subdivision;
- vi. Prior to the issuance of a building or development permit, the submittal to the Village of a fully executed agreement with Cook County for perpetual maintenance of the Project-related roadway structures and all infrastructure improvements within the portion of the Wolf Road right-of-way, as required by Cook County;
- vii. Per Section 10-11-11 (Stormwater Management Requirements For All Developments) of the DCO, prior to obtaining any type of building or site development permit for the Project, the Applicant shall execute and enter into a stormwater management facilities maintenance agreement ("stormwater maintenance agreement") with the Village, as prepared by the Village Attorney and approved by the Village Board, relative to the stormwater drainage facilities located on the Property, which facilities shall be the responsibility of the Applicant and its successor owners (i.e., the Homeowners Association). Within the stormwater maintenance agreement, the Applicant shall guarantee that the Applicant and all of the successor owners of the Property will maintain the stormwater management facilities and the stormwater drainage system and provide to the Village periodic written reports on the stormwater management facilities' monitoring and maintenance. The stormwater maintenance agreement shall also specifically authorize representatives of the Village

to enter onto the Property for the purpose of inspections of the stormwater drainage system. Such agreement shall be recorded with the CCCORD. The stormwater maintenance agreement shall include a schedule for regular maintenance of each aspect of the Property's stormwater drainage system and shall provide for access to the system for inspection by authorized personnel of the Village. The stormwater maintenance agreement shall also stipulate that, if the appropriate authorized personnel of the Village notify the property owner in writing of maintenance problems which require correction, the property owner shall make such corrections within thirty (30) calendar days of such notification. If the corrections are not made within this time period, the Village may have the necessary work completed and assess the cost to the property owner.

- viii. Revise the Declaration to exclude/prohibit charcoal grills on the proposed balconies.
- j. Prior to the sale of any portion of the Property by the Developer or the issuance of any occupancy permits for the Development, the Developer shall participate in good faith in the formation process, and not object to the formation, of a dormant "Special Service Area" ("SSA") to be established by the Village, at the Developer's cost, pursuant to 35 ILCS 200/27-5, et seq. The SSA shall govern the Property for the purpose of ensuring, as and when appropriate, the maintenance, repair and replacement of the "SSA Maintained Improvements". The SSA Maintained Improvements shall include those public and privately-owned and developed improvements within the Development or within utility easements outside of the Property that are necessary to support and serve some or all of the Development including, but not limited to, new or the replacement, maintenance, extension or upsizing of existing public or private stormwater detention and drainage facilities, including the Lawn Avenue Detention Basin, the Outlot 31 Detention Basin and the Outlot 33 Detention Basin (each detention basin shall be privately-owned and maintained by the Homeowners Association), privately-owned Heritage Court, the Heritage Court Gate Access Improvements and its Opticom sensor system, other roads or pathways, drive aisles, curbs, light poles and light fixtures for roads, sidewalk and pedestrian pathways, and access drives, sanitary sewer mains and service lines and other sanitary sewer system facilities and equipment (i.e., lift stations), water mains and service lines and other water system facilities and equipment (i.e., pump and/or booster stations, vaults, generators, water storage tank or tower), and electric, telecommunications, cable and gas service lines and facilities.
- k. The individual dwelling units and platted lots within the Development shall not be permitted to request variations from the Village's Municipal Code that are unique and specific to the individual dwelling unit and lot owner. Amendments to the planned development ordinance that are not unique and specific to an individual dwelling unit and a specific lot owner may be applied for and presented to the Village in accordance with the applicable provisions of the Municipal Code.
- l. The residential buildings must comply with the architecture approved by the Village's Planned Development Ordinance.
- m. The exterior of the newly constructed buildings and other above grade structures of the Project shall be constructed primarily of high quality brick, brick veneer that is a minimum

of three-fourths inches and individually adhered, stone, masonry, architectural-faced concrete block, stamped concrete panels, cement fiber board (i.e., Hardies or LP cement board products), architectural metals, and synthetic architectural products to provide a high quality aesthetic appearance. Sidewalks and pedestrian pathways shall be constructed of concrete. Vinyl siding shall not be permitted. Exterior Insulation and Finish Systems (EIFS) materials (i.e., Dry-vit materials) shall not be permitted. The Applicant agrees to take all commercially reasonable steps to ensure that the building design, building materials and exterior color schemes of the proposed building and its related landscaping are designed to blend in and complement the adjacent residential uses.

- n. The Applicant shall prepare and submit to the Village final versions of the Plat of Heritage Crossing Subdivision, the Plat of Abrogation for Storm Sewer Easement and Public Utility Easement, and the Plat of Vacation of Public Right-of-Way that have been revised to address the review comments of the Village Engineer and the Village Attorney. The Plat of Heritage Crossing Subdivision shall be revised to specifically identify all terms and conditions associated with the road and driveway usage and maintenance, including cleanliness standards, snow removal and other required reasonable terms. These Plats, and any other plats that may be required for this Development, are subject to approval by the Village Board (or the Trustees), and, if approved, then said Plats will be filed with the CCCORD, by the Village Attorney, at the Applicant's cost prior to the sale of any dwelling unit.
- o. In accordance with Subsection 9-1A-1 (Plan Review Deposits and Fees) and Subsection 9-1B-5: (Additional Deposit Required) of the Municipal Code, within five (5) business days of Village Board approval of the Requested Zoning Relief, the Applicant shall provide to the Village a developer-reimbursable costs / plan review escrow deposit of \$58,000.00 to defray the Village's cost of plan reviews and payment of other developer-reimbursable costs incurred by the Village relative to the processing of the Application and the plan reviews by the Village staff and Village consultants of the development plans submitted for development permit approval. The developer-reimbursable costs / plan review escrow deposit shall always maintain a positive cash balance of not less than \$10,000.00 and the Applicant shall provide the Village with additional funds to replenish the escrow within five (5) business days upon written demand from the Village.
- p. Once the Property is rezoned from its current designation of O – Limited Office Zoning District to the R4 - Multiple-Family Residence District, with a conditional use permit for planned development overlay approval, to allow for the construction and operation of the Development, it will expand the types of other possible adaptive uses that could be developed on the Property under the R4 - Multiple-Family Residence District classification, if the Development is not constructed, subject to Village approval of another conditional use permit for a planned development after the conducting of the required public hearing.
- q. The conditional use permit for planned development ordinance and its conditions shall be covenants of record that run with the land and shall be placed in a recordable format, acceptable to the Village Attorney, and then recorded by the Village against title to the Property with the Cook County Clerk's Office – Recording Division, at the Applicant's cost.

- r. The approval of the Requested Zoning Relief is subject to the Developer purchasing the Property from the Property Owner.
 - s. Execution by the Applicant of the ACKNOWLEDGMENT Page that is part of the conditional use permit for planned development ordinance.
2. Engineering
- a. The Applicant, at its cost, shall install a new eight inch (8.00") ductile iron watermain and new fire hydrants to service the Development. The Developer shall obtain an IEPA permit for the new watermain. The Village, at the Applicant's cost, shall have a water system engineering inspection performed and an assessment report prepared by a licensed professional water system engineer to verify the condition and capacity of the existing adjacent water main located in the Heritage Springs Subdivision and to provide a recommendation for the sizing of the water main that will service the Development. The Applicant, at its cost, shall be responsible for any repairs and/or replacement related to its connection to and extension of the existing water main that are determined by the water system engineer to be necessary to provide adequate water main and service line connections to the Development.
 - b. The Applicant shall be responsible to pay for any damage to any public improvements caused by any activities related to the Development. The Village will be the sole arbiter of determining if the damage was caused by the Applicant's actions. Within seven (7) calendar days of inspecting any damage, the Village will notify the Applicant in writing and define the scope of the damage and expected repairs. The Village and the Applicant will discuss whether the damage is to be repaired by the Applicant or if the estimated costs of repairs are paid to the Village.
 - c. The existing drainage pattern for the Property will not be altered by the construction of the Development, the stormwater drainage system, the landscaping or any of the related improvements.
 - d. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated geometric plan that shows not only the location of a safety rail on top of the retaining walls, as shown on the current geometric plan, but also contains a detailed and structural design and calculations for the safety rail, which are needed to ensure the rail is adequate and meets applicable codes.
 - e. The Applicant's engineer shall submit to the Village, as part of the Village plan review and approval process, accurate calculations showing that the stormwater management system is able to manage bypass stormwater appropriately as determined by the Village Engineer.
 - f. The Applicant shall submit to the Village, as part of the Village plan review and approval process, accurate calculations that show that the rate of flow of the stormwater drainage bypass system is equal to or less than the current rate of all bypass flows (low flow and

overland). This submittal must demonstrate that the bypass stormwater does not reach the Lawn Avenue Detention Basin faster than it currently does under the existing conditions.

- g. The Village will not accept the twin 54" aluminum pipes that are proposed by the Applicant to be installed in the rear yard of Units 1 through 7. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated design plan that utilizes reinforced concrete pipes or precast reinforced concrete box culverts to convey the stormwater. The Applicant shall submit to the Village design calculations that demonstrate the proposed pipes meet all relevant design criteria for capacity and velocity of stormwater.
- h. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a detailed operations and maintenance ("O&M") plan for the enclosed stormwater drainage bypass system. The O&M plan is required to be incorporated into the final plat of subdivision, the Declaration, and the Maintenance and Development Agreement.
- i. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated design plan that shows:
 - i. All components of the stormwater bypass system (open channel and piping) are secured and not accessible to the public.
 - ii. The Applicant shall install infrastructure to ensure that the stormwater bypass system is not a danger to the public.
- j. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a wetland plantings plan for the stormwater basins to be used with the volume control retention system needed to be designed by a licensed / certified ecologist and reviewed by the Village prior to the issuance of any site development permit. This plan must also include a maintenance plan.
- k. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a set of structural design plans sealed by an Illinois licensed structural engineer for the retaining walls.
- l. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an O&M plan for the stormwater detention basins. The Applicant shall create an O&M plan for the stormwater detention basins and create a mechanism to fund all required maintenance activities for the establishment period of three (3) to five (5) years. A licensed / certified ecologist with experience in wetland basins shall produce this type of O&M plan for Village review and approval prior to the issuance of any site development permit.
- m. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an exhibit showing that the street light photometrics conform with the Village Code for Village review prior to the issuance of any site development permit.

- n. The plans have been updated to show new retaining walls along the west edge of the Lawn Avenue Detention Basin which will require the removal of the existing walls. However, the structural design of this new retaining wall and the other proposed retaining walls are not complete and are not provided. The Applicant shall submit to the Village, as part of the Village plan review and approval process, complete retaining wall details, elevations, and signoff approval by an Illinois licensed structural engineer.
- o. Since the structural design is not complete, it is not known if tiebacks or over excavation needed to construct the walls will be contained within the Property. Work needed to construct the new retaining walls cannot take place on private property unless temporary or permanent easements are acquired. Construction limits behind the retaining walls shall be identified and contained within the Property or copies of executed easements are to be provided prior to the issuance of any site development permit.
- p. Neighboring properties cannot be flooded as a result of any interim construction conditions or activities by the Applicant that could occur if the old retaining wall is torn down and the new retaining wall is not yet complete. The development plans shall contain provisions that temporarily protect the west property line to a pre-project elevation. The development plans shall identify a stormwater management plan that the Applicant shall comply with to address stormwater management issues during the site development phase and construction phase of the Development.
- q. The retaining wall design of the detention area between Units 20 and 21 shall be constructed and maintained to accommodate for overland flows that may occur if the twin 54" sewers are overwhelmed or not functioning properly
- r. Replace the existing flat grate that is part of the existing Heritage Springs stormwater system, which is prone to clogging, with a vaulted frame and grate. A vaulted grate will be much less prone to clogging and will improve performance and reliability of both developments' stormwater management systems.
- s. The plans show inlets proposed to be located on the Heritage Springs property. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated plan that relocates the inlets to the south so they are located on the Heritage Crossing's property and adjusts the location of the inlets directly under the proposed swing gate to be fully located on Heritage Crossing property. The plans also need to be updated so that the Heritage Court roadway vertical curve is adjusted so the low point is moved south, which will result in the inlets being placed on the Heritage Crossing property and relocate the depressional area from Heritage Springs to Heritage Crossing.
- t. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a set of street lighting plans for the Development, which include all lighting conduits, cables, controllers, and service location. Also, these plans shall include light pole foundation and controller foundation details, and the street lighting plans shall be signed and sealed by an Illinois licensed structural engineer.

- u. The Applicant's narrative report shall be updated and resubmitted to the Village with a section discussing the development of the HEC-HMS modeling and results.
- v. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a report that discusses how the hydraulic modeling impacted the subdivision grading plan.
- w. The Applicant's narrative report shall be updated and resubmitted to the Village with a section discussing the worst-case flooding scenario. This updated report shall include exhibits sent to Engineering on October 31, 2024, which illustrate stormwater storage in this worst-case scenario. The updated report shall clearly state there is a net increase in stormwater storage despite the removal of the existing parking lot area and the back-filling of that parking lot area with soil as part of the site development work and lot grading work.
- x. The proposed design of the dual culverts suggests a full-flowing velocity of 14 ft/s, well above the acceptable maximum velocity. The Applicant's next plan submittal shall contain documentation that confirms 11 ft/s is the maximum flow velocity through these culvert stormwater pipes.
- y. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a set of calculations for the riprap sizing at the outfall of the dual culverts. The current riprap gradation, shape and area do not appear to match the design provided by the Illinois Urban Manual. Furthermore, the detail provided (IL-610 on Sheet 6) is missing dimensions and shall be updated by the Applicant.
- z. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated grading plan for the Property line north of Unit 14 that demonstrates that the final re-grading of the area will prevent overland flow from continuing onto the Heritage Springs property.
- aa. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated Stormwater Management Report and HEC-HMS Model that includes:
 - i. An updated Stormwater Management Report's narrative revised to include a discussion of modeling results, reference and a discussion of the supporting modeling documentation, and also shall include a set of inundation maps.
 - ii. Clarification on how the discharge flows are defined between stormwater detention basins. The HEC-HMS files provided indicate that the discharge curves for all stormwater detention basins are turned off in both existing and proposed scenarios. Additionally, many of the nodes do not have discharge functions defined.
 - iii. Clarification on the distinction between the nodes "Storage East of Wolf Road" and "Box Inlet East Side Wolf Rd". Pages 71 and 72 of the report show stage-storage tables for these nodes, but the areas for elevations 664.0 and 665.0 match for these two, suggesting some volume may be double-counted. Furthermore, the "Box Inlet-

East Side Wolf Rd" node table differs significantly from that shown in the HEC-HMS model.

- iv. Provide a set of HEC-HMS results that match the conservative scenario displayed in the inundation maps because: (i) The inundation maps provided are for the scenario where the Ashbrook Subdivision ponds are not modeled, and the 2-hour duration storm is the critical duration., (ii) However, the HEC-HMS results provided are for the scenario where the ponds are modeled, and the 1-hour duration is critical.
 - v. Revise the inundation maps to reflect flood elevations upstream of Basin "C". For example, the "Storage West Side Wolf Road" node has critical duration elevations in excess of 660, which need to be shown on the inundation maps. This would include surcharging inlets along the dual culverts under proposed conditions.
 - bb. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a written response to each of the initial plan review comments from the Village Engineer and Village's consulting engineer contained in Attachment 4 of the Village Staff Memo dated November 18, 2024.
 - cc. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a set of final engineering plans that include the location of all utilities and light poles that demonstrate there are no conflicts between utilities, light poles, and the proposed landscape areas.
3. Landscaping
- a. The Applicant (and any successor owners, property managers, property associations), at its cost, shall be required to maintain each building façade and long-term lawn and landscape maintenance of the green spaces for the Development, which obligations shall be set forth in a combined Property Maintenance Plan / Landscaping Plan for the Village's plan review approval and final Village Board approval. Maintenance standards, tree replacement standards and other appropriate landscaping standards shall be part of the Applicant's Property Maintenance Plan / Landscape Plan for the Project, and the Applicant shall comply with the obligations and standards contained in the Property Maintenance Plan.
4. Right-Of-Way, Road, and Traffic
- a. The Applicant proposes to maintain the current Wolf Road access point as the primary point of ingress and egress for the Development, subject to Cook County Department of Transportation and Highways approval of certain Wolf Road right-of-way modifications (i.e., required Project-related reconfiguration work to Wolf Road that may include a deceleration / turning lane) and modifications to the existing drainage culvert improvements that will allow it to construct the Development consistent with the current Site Plan. The Village's consideration of approval of the Development is conditioned on the Cook County Department of Transportation and Highways' approval of the current Wolf Road access point as the primary point of ingress and egress for the Development based on the current Site Plan and the Applicant's agreement to abide by the conditions

of approval required of the Applicant by the Cook County Department of Transportation and Highways relative to the Wolf Road right-of-way modifications and modifications to the existing drainage culvert improvements. The Applicant, at its cost, shall be responsible for entering into all easements, maintenance agreements and other binding documents with the Cook County Department of Transportation and Highways, and completing the Wolf Road right-of-way modifications and any modifications to the existing drainage culvert improvements. Other than the Village's plan review process, the Village shall not be obligated to participate in the Cook County Department of Transportation and Highways' required Wolf Road right-of-way modifications and modifications to the existing drainage culvert improvements that are necessary to construct the Development under the current Site Plan and that will allow the Applicant to construct the Development consistent with the current Site Plan. In the event the Cook County Department of Transportation and Highways does not approve of the current Wolf Road access point as the primary point of ingress and egress for the Development, the Applicant will have to petition for an amendment to the planned development ordinance and present a revised Site Plan with a modified point of ingress and egress for the Development for review and consideration by the Plan Commission at a public hearing and then review and consideration by the Village Board.

- b. The Applicant, at its cost, shall construct a fence and swing gate across Heritage Court at the north lot line where the new Heritage Court meets the existing Heritage Court that serves the Heritage Springs Subdivision. The swing gate shall be operated by an Opticom sensor that shall be taller than the proposed fence/gate. The design of the swing gate shall ensure that gate electrical and control equipment is elevated one foot (1.0') above flood elevation. The swing gate must work at all times and shall have a battery backup system capable of operating the gate for at least 24 hours after loss of power to ensure operation during power outages. The swing gate must have appropriate sensors on both sides to ensure the gate can operate in either direction for emergency vehicles. Design plans, operational details, and loss of power procedure for the swing gate and the Opticom system must be submitted by the Applicant for review and approval by the Village's Director of Fire and EMS before any permit is issued for site development. The Applicant shall enter into an operations and maintenance agreement with the Homeowners Association for the Heritage Springs Subdivision relative to the swing gate and the Opticom sensor(s).
- c. Vehicles parked in the driveway of Units 8, 15 and 21 may not overhang the curb or the sidewalk (if present).
- d. New sidewalks installed by the Applicant are required along the west side of Wolf Road and the north side of Park Place frontage per the Village Code. Replacement of existing sidewalks along the west side of Wolf Road as needed as a result of the new access to Wolf Road is required by the Applicant. Placement of sidewalks must be as far from the paved roadways as practical, but the Village will defer to the Cook County Department of Transportation and Highways, as they will review and approve sidewalk placement and issue the permit for the work. On Park Place, placement of the sidewalk shall be one foot (1.0') inside the public right-of-way along the southern edge of the Development, except where it conflicts with the existing Ridgewood sign and the sidewalk shall dead end at west termini point. All new sidewalks shall comply with IDOT and Illinois Accessibility Code

standards for slopes. The northwest corner of the Park Place and Wolf Road sidewalk ramp shall be removed and replaced by the Applicant.

- e. As part of the Maintenance and Development Agreement and the Declaration, the Applicant and the Heritage Crossing Homeowners Association shall be obligated to maintain the swing gate on a regular basis and to repair the swing gate, as needed, to ensure that the swing gate operates at all times.
- f. The Applicant shall submit to the Village, as part of the Village plan review and approval process, updated plans that Convert the turnaround area north of Unit 15 to grasscrete or similar material.
- g. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated version of the color site plan prepared by BSB Design (revised November 5, 2024) with the crosswalk shown perpendicular (not angled) to Heritage Court, consistent with the Final Engineering Plans for Heritage Crossing, prepared by DesignTek Engineering, Inc. (revised November 4, 2024).

5. Signage

- a. Provide information on any roadway vehicle traffic signage related to Heritage Court and other proposed subdivision signage type (private) for Village review for the Development for Village Board approval as part of its consideration of the planned development ordinance. All approved and required on-site parking restriction signage that pertains to the Development shall be installed and maintained by the Applicant, at its cost, or the Homeowners Association, at its cost.
- b. Provide for the Ridgewood monument sign, in its current location, or in an alternate location in close proximity to its current location, as agreed upon by the Ridgewood Subdivision Civic Association and Cook County. If the Ridgewood monument sign remains in its current location, the Developer, at its cost, shall provide to the Ridgewood Subdivision Civic Association an easement over the portion of the Property that the sign is partially located on. If the sign is relocated, the Developer, at its cost, will make the required legal arrangements (i.e., easement agreement or land dedication) with either the Ridgewood Subdivision Civic Association or Cook County, or both, to provide for the long-term placement and maintenance of the monument sign.
- c. The placement of the sidewalk on Park Place will require the movement of the Ridgewood subdivision sign. The relocation of the subdivision sign must be addressed by the Applicant as part of the Village plan review and approval process. The Applicant is required to provide the written approval from the Ridgewood Civic Association of the subdivision sign design and sign placement.
- d. The Developer must submit a detailed construction traffic control plan / operations manual for the review and approval of the Director of Law Enforcement, the Director of Engineering Services, and the Director of Community Development's approval prior to the issuance of the site development permit. The plan / operation manual must demonstrate that the Developer is providing the appropriate onsite traffic control

personnel to ensure that the traffic entering and leaving the site does not impact pedestrians, bicycles, or vehicles traveling around the site. Heightened management should occur during school pick-up and drop-off times. The Developer will be responsible to reimburse the Village or the school district for the cost of crossing guard(s) or other traffic control personnel who are retained to assist with pedestrians traveling to and from the Highlands School on school days during school pick-up and drop-off times while site development work is ongoing.

SECTION 4. Acknowledgement and Agreement to Comply With the Obligations, Conditions, Terms and Provisions Set Forth in This Ordinance. The Applicant agrees to comply with all of the obligations, conditions, terms and provisions of this Ordinance. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of this Ordinance or its review and approval of any plans for the Development or the issuance of any permits for the Development, and that the Village's review and approval of any such plans and issuance of any such permits do not and will not, in any way, be deemed to insure the Applicant against third party claims, causes of action and damages or injuries of any kind at any time. The Applicant consents to the approvals granted in the Approval Ordinance and all conditions of those approvals and also to the recordation of this Ordinance with the CCCORD against title to the Property for the purpose of providing notice that the Applicant, and its transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property, or any other person and each and all homeowners associations or their equivalent within the Property, are subject to the obligations, conditions, terms and provisions of this Ordinance.

SECTION 5. Termination of Ordinance for Failure of Developer to Acquire Title to the Property. This validity of this Ordinance is subject to the Developer purchasing the Property from the Property Owner. In the event the Developer does not purchase the Property from the Property Owner, upon written notice delivered to the Village Manager of the termination of the real estate purchase contract entered into between the Property Owner and the Developer, this Ordinance shall automatically terminate without further action by the Corporate Authorities of the Village and shall be void and unenforceable. If the Developer does not purchase the Property, the Developer agrees to waive all claims, causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of this Ordinance. The Developer is required to provide written notice to the Village within five (5) calendar days of the termination of the real estate purchase contract.

SECTION 6. Severability. The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 7. Repealer; Covenants that Runs With the Land. Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only by mutual agreement of the Applicant and the Village, or unless amended by ordinance approved by the Village Board after the required public hearing.

SECTION 8. Filing with Cook County Recorder of Deeds Office. A certified copy of this Ordinance shall be recorded against title to the Property with the Cook County Clerk's Office, Recording Division

("CCCORD") by the Village, at the Applicant's cost. The Village shall provide the Applicant with a stamped copy of this Ordinance after it is filed with the CCCORD. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only upon the written consent of the Village Board.

SECTION 9. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication, as provided 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 10 day of Feb., 2025, and approved by me as President on the same day.


Heidi Rudolph, Village President

ATTEST:


Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 10th day of February, 2025.


Edward Tymick, Village Clerk

Group Exhibit "1"

The Application consists of information supporting the requested zoning relief, a description of the proposed improvements to be constructed as part of the Development, and the proposed Preliminary Development Plans, as follows:

Code Section	Requirement	Proposed
10-4-4(F)3a: Fences, Height Restrictions	Front yard: 3.5 ft. Rear & side yards: 6 ft.	8 ft.
10-6-5(D): Minimum Development Parcel Size	5 ac.	2.76 ac.
10-6-5(E)(1): Minimum Front Yard	25 ft.	7 ft.
10-6-5(E)(2): Minimum Corner Side Yard	25 ft.	14.48 ft.
10-6-5(E)(3): Minimum Interior Side Yard	30 ft.	6.67 ft.
10-6-5(E)(4): Minimum Rear Yard	30 ft.	12.75 ft.
10-8-4(B)(1)(e): Maximum Building Height	35 ft.	36.33 ft.
10-10-7: Street Design Criteria	Pavement width of 27 ft.	23 ft.
10-10-7: Street Design Criteria	Minium horizontal curve radius of 150 ft.	40 ft.
10-10-7: Street Design Criteria	Minimum vertical curves 100 ft. in length	50 ft.
10-11-11(C)2: Detention	Streets are not to be used for the storage of excess stormwater, ponding depths shall not encroach more than 3' on the adjacent traffic lane and shall not remain flooded for more than 8 hours for any event less than or equal to the 100-year event	Allow for storage of 1.5 ft on the entire street width from the northern property line to a point roughly 36.5 ft. south along the Heritage Court.

(incorporated herein by reference and with copies on file at
the Village Clerk's Office and the Community Development Department)

ACKNOWLEDGMENT AND AGREEMENT
TO COMPLY WITH THE OBLIGATIONS, CONDITIONS, TERMS AND PROVISIONS
SET FORTH IN WESTERN SPRINGS ORDINANCE NO. 25-3240

I, Paul McNaughton, Managing Member of McNaughton Development, LLC, the contract purchaser of the above-described Property (5600 South Wolf Road) and the prospective acquirer of the Lawn Avenue ROW Parcel, have read and understand each of the above obligations, conditions, terms and provisions of this Ordinance that are required of the McNaughton Development, LLC, including the obligations, conditions, terms and provisions set forth at Section 3 above, and have signed this ACKNOWLEDGMENT AND AGREEMENT, as an authorized corporate officer of McNaughton Development, LLC, to confirm that McNaughton Development, LLC shall be bound by such obligations, conditions, terms and provisions.

McNaughton Development, LLC

By: _____

Managing Member

By: _____

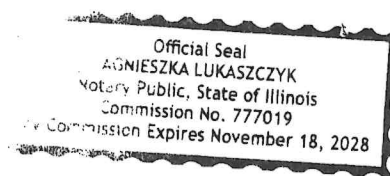
Notary Public

Name: Paul McNaughton

Date: MARCH 12, 2025.

Date: 3.12., 2025.

Commission Expires: 11.18.2028



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my office, entitled:

Ordinance No. 25-3240

**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
THE 5600 SOUTH WOLF ROAD PROPERTY, WESTERN SPRINGS, ILLINOIS, FROM
THE O – LIMITED OFFICE ZONING DISTRICT TO THE R4 - MULTIPLE-FAMILY RESIDENCE
DISTRICT; APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT FOR A
PLANNED DEVELOPMENT FOR THE CONSTRUCTION AND OPERATION OF THE PROPOSED
29 UNIT HERITAGE CROSSING TOWNHOME DEVELOPMENT LOCATED AT THE 5600 SOUTH
WOLF ROAD PROPERTY, INCLUDING THE APPROVAL OF THE COMBINED PRELIMINARY /
FINAL DEVELOPMENT PLANS, SUBJECT TO VILLAGE PLAN REVIEW PROCESS, AND
APPROVAL OF CERTAIN DEVELOPMENT ALLOWANCES, EXCEPTIONS AND VARIATIONS
FROM THE VILLAGE ZONING REGULATIONS, INCLUDING A WAIVER OF THE
FIVE (5) ACRE MINIMUM LOT AREA REQUIREMENT AND A REDUCTION OF
CERTAIN PLANNED DEVELOPMENT SUBMISSION REQUIREMENTS**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 10th day of February 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 10th day of February 2025.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes 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, Tyrrell

NAYS: Trustee Nawrocki

ABSENT: None.

I do further certify that the original Ordinance, of which the foregoing 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 10th day of February 2025.




Edward Tymick, Village Clerk

ORDINANCE NO. 25-_____
VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: April 14, 2025.
OTHER: Published in Pamphlet Form.

**AN ORDINANCE APPROVING A WAIVER OF
CERTAIN PLANNED DEVELOPMENT
SUBMISSION REQUIREMENTS AND A
MAJOR AMENDMENT TO THE VILLAGE-
APPROVED FINAL PLANS OF THE
CONDITIONAL USE PERMIT FOR A
PLANNED DEVELOPMENT ISSUED
FOR THE 29 UNIT HERITAGE CROSSING
TOWNHOME DEVELOPMENT LOCATED AT
THE 5600 SOUTH WOLF ROAD PROPERTY
TO AUTHORIZE THE USE OF A REVISED
STORMWATER DRAINAGE PLAN.**

WHEREAS, on February 10, 2025, with the passage of Ordinance Nos. 25-3239, 25-3240, 25-3241, 25-3242 and 25-3243 and Resolution Nos. 25-2878 and 25-2879, the President and Board of Trustees of the Village of Western Springs (the “Corporate Authorities”) approved the Application filed by McNaughton Development, LLC (“Applicant” or “Developer”), the contract purchaser and prospective developer of the real property commonly known as 5600 South Wolf Road, Western Springs, Illinois (“Property”), granting approval of a conditional use permit for a planned development, a map amendment, an amendment to the Village of Western Springs’ (“Village”) Comprehensive Land Use Plan, a plat of consolidation, a plat of abrogation for storm sewer easement and public utility easement, a plat of vacation relating to a portion of Lawn Avenue, which is utilized as a stormwater detention basin, certain development allowances, exceptions and variations, and other zoning relief in accordance with the applicable provisions of the Village’s Development Control Ordinance (“DCO”), to allow the redevelopment of the Property as a twenty-nine (29) unit residential townhome development (the “Development”), which is commonly referred to as the Heritage Crossing Subdivision or the Heritage Crossing Townhome Development. The legal description of the Property is attached hereto as **Exhibit “1”** and made a part hereof; and

WHEREAS, in response to the Village Engineer’s plan review comments and conditions of approval set forth at Subsection 3(2)(e, f, g and x) (Engineering) of Ordinance No. 25-3240, the Developer has filed a set of revised Final Plans that contain certain amendments to the “Stormwater Conveyance System” (defined in the Redevelopment and Maintenance Agreement entered into between the Village and the Developer as “[a]ll elements of Infrastructure that relate to the management, detention, storage, and conveyance of stormwater, which shall be privately owned and maintained by the Developer and then by the homeowners association”) for the Development. The Developer has redesigned the stormwater bypass storm sewer that conveys the water from Wolf Road to the Development’s on-site detention basin to slow the conveyance of the stormwater to meet the applicable regulations of the Village’s Stormwater Management Code set forth in the DCO. The Village-approved design of the Stormwater Conveyance System contained a system of above grade and below grade culverts, pipes and detention basins that manage the stormwater coming from Wolf Road and passing through the Property on its way to Flagg Creek. A copy of the revised Final Plans that contain the amendments to the Stormwater Conveyance System are dated April 8, 2025 and prepared by DesignTek Engineering, Inc. and are incorporated herein by reference as **Exhibit “2”** and made a part hereof and are on file at the Village Clerk’s Office and the Community Development Department (the “Amended Plans”); and

WHEREAS, specifically, the Amended Plans contain the following revisions to the Stormwater Conveyance System:

2045124_2

- A. An increase of the size of the bypass culvert from an eight-foot by four-foot box culvert to a ten-foot by four-foot culvert and a lowering of the invert of the box culvert at the upstream end near Wolf Road;
- B. In order to lower the culvert, the short open channel section between the Wolf Road culvert and the bypass culvert has been modified with an increase in the height of the retaining walls and an increase in the length of needed retaining walls;
- C. To address the plan review comments of the Cook County Department of Transportation and Highways (“CCDTH”), the Amended Plans extend the existing culvert under Wolf Road along the abutment wall and northwesterly to the property line where it will daylight onto the Property with the installation of a rip rap transition point in this location as the stormwater continues into the proposed larger culvert; and

WHEREAS, Baxter & Woodman Consulting Engineers (“B&W”), the Village’s stormwater consulting engineering firm, have reviewed the Amended Plans and confirmed that they are in compliance with the requirements of the applicable provisions of the DCO, including the Village’s Stormwater Management Ordinance; and

WHEREAS, in accordance with the applicable provisions of the DCO, the Developer has requested approval of the following “Requested Zoning Relief”:

- A. A finding by the Village that the Amended Plans do not result in a modification or intensification of a conditional use that alters or changes the essential character or operation of the use or Property in a way not intended at the time the conditional use was granted, or as subsequently amended, such that a new conditional use permit is not required for the Developer to construct the Development. See Subsection 10-3-14(M) of the DCO.
- B. Approval of the waiver of the planned development submittals required under Section 10-8-8(C) (Submittals Requirements) of the DCO other than the Amended Plans and any other related documents, information or data that is requested by the Village Engineer;
- C. Approval of a major amendment to the Conditional Use Permit for Planned Development issued for the Development to construct and operate the revised design of the Stormwater Conveyance System (the “Major Amendment”) per Subsection 10-8-5(D)(3) (Changes In The Planned Development: Conditional Uses; Major Changes In A Final Plan) of the DCO; and

WHEREAS, Village Manager Ellen Baer has issued a recommendation dated April 9, 2025 finding that the Amended Plans do not result in a modification or intensification of the Conditional Use that alters or changes the essential character or operation of the use or the Property in a way not intended at the time the Conditional Use was granted per Subsection 10-3-14(M) of the DCO, and that, based on the opinions of the Village Engineer and B&W and the plan review comments of the CCDTH, the Amended Plans provide an enhancement to the Stormwater Conveyance System that was contemplated and required in the conditions of approval listed at Subsection 3(2)(e, f, g and x) (Engineering) of Ordinance No. 25-3240, and, therefore, Village approval of the Major Amendment is appropriate and consistent with the Village’s approval of the Development (“Village Manager Recommendation”), a copy of which is attached hereto as **Exhibit “3”** and made a part hereof; and

WHEREAS, at open public meetings held on April 9, 2025, the Village’s Planning and Zoning Committee (“Committee”) reviewed and discussed the approval of the Requested Zoning Relief and the Village Manager Recommendation, and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its April 9, 2025 meeting, the Committee recommended that the Corporate Authorities of the Village consider the Requested Zoning Relief; and

WHEREAS, at an open public meeting held on April 14, 2025, the Corporate Authorities of Village reviewed and discussed the Committee’s recommendation and the Village Manager Recommendation regarding the Requested Zoning Relief, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. At its April 14, 2025 meeting, the Corporate Authorities of the Village accepted the Committee’s Recommendation and the Village Manager Recommendation regarding approval of the Requested Zoning Relief; and

WHEREAS, in accordance with the authority granted by Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 11-13-1.1) and the applicable provisions of the DCO, the Village President and Board of Trustees of the Village of Western Springs approve the Requested Zoning Relief, and find that the approvals set forth in this Ordinance are protective of the health, welfare and safety of and in the best interests of the Village, its 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. The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2. Approval of Zoning Relief. The President and Board of Trustees of the Village of Western Springs grant the following Requested Zoning Relief, as requested by the Developer, **SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW:**

- A. Per Subsection 10-3-14(M) of the DCO, the President and Board of Trustees of the Village find that the Amended Plans do not result in a modification or intensification of a conditional use that alters or changes the essential character or operation of the use or Property in a way not intended at the time the conditional use was granted, or as subsequently amended, such that a new conditional use permit is not required for the Developer to construct the Development.
- B. Approval of the waiver of the planned development submittals required under Section 10-8-8(C) (Submittals Requirements) of the DCO other than the Amended Plans and any other related documents, information or data that are requested by the Village Engineer.
- C. Approval of the Amended Plans and a major amendment to the Conditional Use Permit for Planned Development issued for the Development to construct and operate the revised design of the Stormwater Conveyance System (the “Major Amendment”) per Subsection 10-8-5(D)(3) (Changes In The Planned Development: Conditional Uses; Major Changes In A Final Plan) of the DCO in accordance with the Amended Plans and the Amended Plans shall be made a part of the Village-Approved Final Plans for the construction, operation and maintenance of the Development.

SECTION 3. Conditions of Approval of Requested Zoning Relief. The approval by the President and Board of Trustees of the Village of Western Springs of the above Requested Zoning Relief for the Development, contained in Section 2 above, is subject to the following conditions:

- A. Each of the conditions set forth in all prior Village Ordinances approved relative to the Development, including the Conditional Use Permit for Planned Development and any other Village-approved zoning relief for the Development remain in effect, unless expressly superseded by the approvals, provisions and conditions of this Ordinance.
- B. Any future, additional revisions or amendments to the Village-approved Final Plans, including the Amended Plans (i.e., the Plans for the Stormwater Drainage System) as required by Cook County, Illinois ("Cook County"), the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), the Village or any other governmental agency with regulatory oversight of the Development that relate to the Stormwater Conveyance System and do not negatively impact the capacity of or operation of the Stormwater Conveyance System, in the opinion of the Village Engineer or B&W, or their designees, may be administratively approved by the Village Engineer in accordance with Section 10-8-5(D)(1) (Procedure; Changes In The Planned Development; Authorized Administrative Changes) of the DCO, and such approvals shall be incorporated by reference within this Ordinance for purposes of Village enforcement without further action by the President and Board of Trustees of the Village to amend this Ordinance or the prior Village Ordinances approved relative to the Development.
- C. The Applicant agrees to comply with all of the obligations, conditions, terms and provisions of this Ordinance. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of this Ordinance or its review and approval of any plans for the Development or the issuance of any permits for the Development, and that the Village's review and approval of any such plans and issuance of any such permits do not and will not, in any way, be deemed to insure the Applicant against third party claims, causes of action and damages or injuries of any kind at any time. The Applicant consents to the approvals granted in this Ordinance and all conditions of those approvals and also to the recordation of this Ordinance with the Cook County Clerk's Office, Recording Division ("CCCORD") against title to the Property for the purpose of providing notice that the Applicant, and its transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property, or any other person and each and all homeowner associations or their equivalent within the Property, are subject to the obligations, conditions, terms and provisions of this Ordinance.

SECTION 4. Severability. The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 5. Repealer; Covenants that Runs With the Land. Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only by mutual agreement of the Applicant and the Village, or

unless amended by ordinance approved by the Village Board after the required public hearing.

SECTION 6. Filing with Cook County Recorder of Deeds Office. A certified copy of this Ordinance shall be recorded against title to the Property with the CCCORD by the Village, at the Applicant's cost. The Village shall provide the Applicant with a stamped copy of this Ordinance after it is filed with the CCCORD. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only upon the written consent of the Village Board.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication, as provided 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 14th day of April, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of April, 2025.

Edward Tymick, Village Clerk

Exhibit "1"

The Property is legally described as follows:

PARCEL 1: THE WEST ½ OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF) OF THE NORTH EAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN VIAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTH EAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 IN COOK COUNTY, ILLINOIS.

Legal Description for the Lawn Avenue ROW Parcel is as follows:

THAT PART OF THE 66 FEET WIDE LAWN AVENUE, LYING SOUTH OF THE NORTH LINE OF WESTERN SPRINGS TOWNHOMES, RECORDED MARCH 29, 1999, AS DOCUMENT NO. 99297584, LYING NORTH OF THE SOUTH LINE OF RIDGEWOOD UNIT 12, RECORDED OCTOBER 6, 1965, AS DOCUMENT NO. 19610359, LYING WEST OF THE EAST LINE OF THE WEST ½ OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION, RECORDED NOVEMBER 13, 1948, AS DOCUMENT NO. 14442019, AND LYING EAST OF THE WEST LINE OF RIDGEWOOD UNIT NO. 11, RECORDED APRIL 3, 1964, AS DOCUMENT NO. 19089916, IN THE EAST HALF OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Common Address: 5600 South Wolf Road, Western Springs, Illinois

P.I.N.s: Parcel 1: 18-18-200-017-0000, Parcel 2: 18-18-200-038-0000
and Parcel 3: 18-18-200-001-0000 (Lawn Avenue ROW Parcel)

Exhibit “2”

**Revised Final Plans with Amendments to the Stormwater Conveyance System
dated April 8, 2025 and prepared by DesignTek Engineering, Inc.
(the “Amended Plans”)**

(Attached)

LEGEND

<u>EXISTING</u>	<u>PROPOSED</u>
SANITARY SEWER	RETAINING WALL
SS	SILT FENCE
SANITARY MANHOLE	CONTOUR
STORM SEWER	FORCE MAIN
STORM SERVICE	FM
CATCH BASIN	SPOT GRADES
OPEN LID STORM MANHOLE	TOP OF FOUNDATION
CLOSED LID STORM MANHOLE	FG ~XXX~
STORM INLET	FF ~XXX~
FLARED END SECTION	GF ~XXX~
WM	
WS	
VALVE VAULT	
B-BOX	
HYDRANT	
VALVE BOX	
STREET LIGHT	
UTILITY POLE	
RETAINING WALL	
SILT FENCE	
CONTOUR	
FORCE MAIN	
FM	
SPOT GRADES	
TOP OF FOUNDATION	
FG ~XXX~	
FF ~XXX~	
GF ~XXX~	

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
SUITE #101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

DESIGNTEK ENGINEERING, INC.
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961

DESIGNTEK ENGINEERING, INC.
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961

1. THE EXACT LOCATION OF UNDERGROUND UTILITIES SUCH AS GAS, TELEPHONE, FIBER OPTIC, ELECTRIC, CABLE TV AND PIPE LINES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT JULIE (1-800-892-0123 OR 811) AND ALL OTHER UTILITY OWNERS WHICH ARE IN THE PROJECT LIMITS BEFORE COMMENCING EXCAVATION.
2. THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI / ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

SURFACE WATER ***DRAINAGE CERTIFICATE***

STATE OF ILLINOIS)
(COUNTY OF WILL)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THESE LOT IMPROVEMENTS OR ANY PART THEREOF, OR THAT IF CHANGED, THE CHANGES WILL BE MINOR AND THE DRAINAGE WILL BE IMPROVED. NO DRAINAGE HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTIES BECAUSE OF THE CONSTRUCTION OF THESE LOT IMPROVEMENTS.

DATED 8TH DAY OF APRIL, 2025



PARCEL 1: THE WEST 1/2 OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN VIAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 IN COOK COUNTY, ILLINOIS.

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L:\Projects\2024\24-0001\Engineering\Drawings\24-0001 Final Plot Date: 4/9/2025 10:26:13 AM By: dwh

EARTHWORK		UNDERGROUND UTILITIES – GENERAL		SANITARY SEWER		WATER MAIN		STORM SEWER	
1. Topsoil Excavation Includes: a. Excavation of topsoil and other structurally unsuitable materials within those areas that will require earth excavation or compacted earth fill material, in order to achieve the plan subgrade elevations. The amount of topsoil to be stripped shall be verified in the field by a soils engineer. b. Placement of the excavated material in OWNER designated areas for future use within areas to be landscaped, and those areas not requiring structural fill material. c. Compaction of the excavated material where placed in areas not requiring structural fill material, shall be moderate. d. Excess materials, if not utilized as fill or if not stockpiled for future landscaping, shall be completely removed from the construction site and disposed of by the CONTRACTOR. 2. Earth Excavation Includes: a. Excavation of earth and other materials which are suitable for use as structural fill. The excavation shall be to within a tolerance of 0.3 feet (+) of the plan subgrade elevations. The (+) tolerance within pavement areas shall be such that the earth material shall "balance" as part of the fine grading operation. b. Placement of the earth and other suitable materials shall be within those areas requiring structural fill in order to achieve the plan subgrade elevations to within a tolerance of 0.3 feet (+). The fill material shall be placed in loose lifts that shall not exceed eight (8) inches in thickness, and the water content shall be adjusted in order to achieve the required compaction. Earth material may be placed within those portions of the building site not requiring structural fill, to within four (4) inches of the plan finished grade elevation. In areas requiring structural fill, however, the earth material shall not be placed over topsoil or other unsuitable materials unless specifically directed by a Soils Engineer with the concurrence of the OWNER. c. Compaction of the earth and other suitable materials, shall be to at least 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557 laboratory procedure within proposed pavement areas and building areas, on rear yards abutting to the proposed lakes. Moderate compaction is required elsewhere. All fill shall be placed in 8" lifts, loose measure. d. Excess materials, if not utilized as fill, shall be completely removed from the construction site and disposed of by the CONTRACTOR. 3. Unsuitable Material a. Unsuitable material shall be considered as material which is not suitable for the support of pavement and building construction, and is encountered below normal topsoil depths and the proposed subgrade elevation. The decision to remove said material, and to what extent, shall be made by a Soils Engineer with the concurrence of the OWNER in writing. 4. General The Grading CONTRACTOR shall: a. Maintain proper site drainage at all times during the course of construction, and prevent storm water from running into or standing in excavated areas. b. Spread and compact uniformly to the degree specified all excess trench spoil after completion of the underground improvements. c. Scarify and compact to the degree specified the upper twelve (12) inches of the suitable subgrade material, in all areas that may be soft due to excess moisture content. This applies to cut areas as well as fill areas. d. Provide water to add to dry material in order to adjust the moisture content for the purpose of achieving the specified compaction. 5. Testing and Final Acceptance a. The CONTRACTOR shall provide as a minimum, a fully loaded tri-axle dumptruck or similar equipment for proof rolling the pavement subgrade prior to the placement of the curb and gutter and the base material. In addition, the pavement aggregate base course shall also be proof rolled. The Village Engineer shall be notified 48 hours in advance of any proof roll. b. Specific compaction testing may be required by the OWNER in selected fill areas. The CONTRACTOR shall bear the cost of any compaction testing which does not meet specification as well as the responsibility and cost for the necessary correction(s). c. Approval of the pavement subgrade by the OWNER shall be required prior to the placement of the pavement materials. d. The subgrade soil shall be tested by a professional geotechnical engineer at the developer's expense and shall have a minimum designated Illinois Bearing Ratio (IBR equal to three (3). e. A soil investigation report shall be provided to the Village to verify the in situ IBR value. Pavement structures with subgrade soil having an IBR value less than three (3) shall have an increased pavement structure as necessary to carry the design traffic loading. 6. Method of Measurement a. As-built measurements of earthwork for the purpose of payment shall not apply, the quantities shown in the engineer's "quantity estimate" shall be utilized unless said quantities are adjusted by mutual consent of the owner and contractor prior to the signing and acceptance of a contract. b. The quantities as shown in the engineer's "quantity estimate" are those estimated by the engineer and are provided solely for the convenience of the contractor. the contractor by choosing to utilize these quantities in the preparation of his "lump sum" bid, also accepts their accuracy. the contractor is therefore encouraged to make his own independent earthwork calculation, and to visit the site prior to the preparation of his bid. c. Prior to the removal of unsuitable material, the contractor shall notify the owner for authorization to remove said material. upon authorization and removal, the contractor shall request that the unsuitable material shall be field measured by the engineer in place. 7. Basis of payment a. Payment for all earthwork shall be "lump sum", the contractor shall provide unit prices for earthwork for the purpose of contract adjustment, if required. b. Payment for the removal of unsuitable material shall be based on the quantities as field measured by the engineer, the contractor shall provide as part of his bid a unit price per cubic yard for the removal of unsuitable material, said unit price shall include the complete removal of the material, replacement with a suitable material obtained by the contractor from a borrow source, and compaction to the required specification.		1. The Underground CONTRACTOR Shall: a. Adhere to the criteria for the separation between water mains and sanitary sewers, storm sewers, combined sewers, sewer services and septic fields according to the requirements stated in the IEPA Rules for Public Water Supplies (the formal citation is Title 35, Subtitle F, Chapter II, Parts 651–654). All sewer water main separations shall be constructed per the "Standard Specifications for Water and Sewer Main Construction in Illinois". b. Be responsible to place on grade, and coordinate with other CONTRACTORS, all underground utility structure frames such as manholes, catch basins, and inlets. c. Be aware of potential conflicts with existing utilities. The CONTRACTOR shall excavate around the existing utilities to determine their exact location and elevation prior to the construction of utility improvements. Should unforeseen conflicts be found, the CONTRACTOR shall contact the ENGINEER prior to constructing the proposed improvements. d. Adjust or reconstruct any existing utility structure to the satisfaction of the utility owner. Adjustments and/or reconstructions not called for on the plans shall be considered incidental to the contract. No more than two adjusting rings within a min. of four inches (4") and a max. of twelve inches (12") of adjusting rings. e. Provide poured concrete fillets conforming to the shape of the pipe in all sanitary and storm manholes, and inlets. f. Be responsible for maintaining the top of any utility trench at least three (3) feet away from any existing or proposed curb or pavement, in those instances where the trench runs parallel to said curb or pavement. g. Be responsible for the dewatering of utility trenches during construction and providing the necessary trench bracing that may be required to assure safe working conditions. h. Remove soft material that may be encountered at the pipe invert elevation to a depth of at least one (1) ft. below the bottom of the pipe, and backfill with compacted bedding material. i. No damage to the road subgrade with excessive water saturation from hydrant flushing or from leaks in the water distribution system. The cost of repair for such damage shall be borne by the CONTRACTOR. Hoses should be used to direct the water from hydrant flushing into the storm sewer system (if available). j. Repair any existing field drainage tile damaged during construction, and properly reroute and/or connect said tile to the nearest storm sewer outlet. All locations of encountered field drainage tile shall be properly indicated on the CONTRACTOR'S record drawing. k. Furnish one (1) set of Record drawings to the ENGINEER upon completion of the sanitary sewers and water mains. Drawings (or table of locations) shall indicate the location of all sanitary sewer wyes (measured from the nearest downstream manhole), sewer stubs, water service along main and b-boxes. The CONTRACTOR shall also furnish linear distance along water main from appurtenances to appurtenance (valve vault to tee, tee to bend, etc.). l. Be responsible for implementation of the "Soil Erosion and Sedimentation Control Measures" as applicable. m. Maintain erosion control measures (straw bales and filter fabric) until grass is established. 2. Method of Measurement a. All sanitary sewer, storm sewer, and water main pipe shall be measured in the field after its installation. Payment shall be based on these field measurements. b. All appurtenances such as manholes, catchbasins, inlets, valves and valve vaults, valve boxes, and fire hydrants, shall be paid for on the basis of in-place quantities. c. Trench backfill material shall be measured by multiplying the as-constructed length of pipe (where applicable) by the average depth of the pipe by the "Payment Quantities per foot of Conduit" listed in Table 1, pg. 138 and "Typical Detail of Conduit Installation", pg. 137 of the Standard Specification for Sewer and Water in Illinois. If requested, the CONTRACTOR shall provide load tickets to the ENGINEER for verification of the trench backfill material delivered to the construction site. Load tickets for bedding material shall be submitted separately. 3. Basis of Payment a. All sanitary sewer, water main, and storm sewer pipe shall be paid for at the contract unit price per LINEAL FOOT. The price shall include the necessary labor and material for a complete in-place installation, as well as all incidental construction, testing, bedding material, and connections to existing utilities. b. All appurtenances for the underground improvements shall be paid for at the contract unit price EACH, said price to include the necessary labor and material for a complete in-place installation. The price for manholes, inlets, and catchbasins shall also include the frame and grate and all incidental construction. The price for fire hydrants shall also include a six (6) inch valve and box, and all incidental construction. c. Trench backfill material shall be paid for at the contract unit price per CUBIC YARD. Compaction must be made by mechanical methods. 4. As-Built Water & Sanitary Services a. As-built locations shall be provided for all water and sanitary sewer stubs. They shall also be stamped on the curb. 5. Structure Castings a. Frames and lids (or grates) for sanitary, watermain and storm sewer structures shall be as indicated on the plans, and the cost of same shall be integrated into the representative structure costs. Each structure lid shall be cast with text identifying the type of structure (storm, sanitary, water). b. Manhole castings shall be adjusted to finished grade using precast adjusting rings set on bitumastic material. All structures shall have no more than two adjusting rings w/ a min. of four inches (4") and a max. of twelve inches (12") of adjusting rings. c. All frames shall be set on a mastic bed with all gaps tuck pointed. d. All castings shall be made in the U.S.A. with U.S.A. materials. 6. Trench Backfill a. Bedding, haunching and the initial backfill shall consist of IDOT CA–7, CA–11 OR CA–19 aggregate. The initial backfill shall be placed to at least 12" above the pipe. b. Final backfill of the trench shall be accomplished by careful replacement of the excavated material. Any pipe installed under or within a 45 degree angle of repose (1:1) from the top of pipe to the edge of pavement, driveway (when driveway location is known) or curb and gutter shall be backfilled to the top of the trench with compacted IDOT CA–7, CA–11 or CA–19 material. c. Compaction shall be in achieved using 8" lifts (uncompacted) and mechanical compaction to 95% density. All costs for compaction and testing shall be paid for by the Developer or Contractor. Results shall be copied to the Village Engineer.		5. Wyes or Tees shall be provided on the new sanitary sewers for proposed building services. 6. "Band Seal" or similar couplings shall be used when joining pipes of dissimilar materials. 7. All sanitary structures shall have an external wrap, MAC or approved equal. 8. Polyethylene encasement shall be provided for all DIP sanitary sewer in accordance with AWWA latest standards. 9. Prior to pipe laying and jointing, the trench shall be sufficiently dewatered to maintain the water level in the trench at or below the base of the bedding. State / Federal permits, license agreements or other required approvals shall be obtained prior to dewatering. 10. Where separation from water main cannot be maintained as required per Illinois specifications, the sanitary sewer shall be mechanical joint PVC pressure pipe meeting C–900 or C–905. 11. Sewers shall be laid straight in both horizontal and vertical planes between manholes with a minimum cover of 4 feet. 12. Sanitary sewers shall be located a minimum of 10 feet from any building and meet separation requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois. 13. Services shall be a minimum 6 inches and extend to the property line or beyond any utility located in the front yard of a lot being served (single-family development), or to within five (5) feet from the face of a proposed building being served (multi-family and commercial development). The termination points shall be clearly located with a green-topped 4 inch x 4 inch stake extending a minimum 3 feet above final grade. The service lines shall be connected to the sewer using a wye at the 10:00 and 2:00 positions. Service lines not immediately connected to the building to be served shall be tightly plugged, using a plug provided by the pipe manufacturer for such use. 14. Testing and Final Acceptance a. Sanitary sewer mains and services shall be tested for exfiltration of air under pressure and deflection for flexible thermoplastic pipe in accordance with the Standard Specifications for Water and Sewer Construction in Illinois prior to their final acceptance. Allowable testing limits shall be as described in the "Standard Specifications" unless the local requirements are more restrictive. Service stubs must be properly plugged and sealed and clearly located at their termination points prior to testing. All sewer mains, service lines and manholes shall be clean and free of debris prior to their final acceptance. Sanitary Sewer shall be inspected and tested in accordance with the local jurisdictional requirements for television inspection and reviewed by the Village Engineer. Two copies of all test results shall be provided to the Municipality. b. Sanitary Manhole structures shall be tested, prior to acceptance, for watertightness by either of the following methods in conformance with the requirements specified: ASTM C 969: "Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines." OR ASTM C 1244: "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test." c. All public sanitary sewer extensions shall be internally video taped by remote camera. Tapes shall be in color using VHS or CD-ROM format and submitted with written reports to the Village Engineer for review and approval prior to acceptance of the sewer improvements by the Village. d. LaGrange Highlands will be the agency responsible for sewer main acceptance.		11. Fire Hydrants a. Fire Hydrants shall be Mueller super centurion 250. Factory painted safety red with 5–1/4 inch valve opening and shall be painted red. b. The hydrant shall not be for a five foot (5') bury with mechanical joint shoe and have two 2–1/2 inch hose connections and one four and one-half inch (4–1/2") male pumpmer connection. Thread shall be National Standard. c. The hydrant shall have a break-away traffic flange and connections. d. All fire hydrants not in service shall be bagged. e. Hydrants leads shall be six-inch (6") swivel anchoring coupling. Hydrant tees shall be used in lieu of swivel anchoring coupling pipe where required to meet plan locations. f. The maximum distance between fire hydrants shall be 350 feet. g. All fire hydrants shall be kept clear of obstructions within three (3) feet in all directions. This shall include posts, fences, vehicles, growth, trash, storage, and any other material or objects. h. All fire hydrants to have a 10 pound anode bag attached to the hydrant. 12. Pipe Cover and Separation a. Cover over water pipes shall be a minimum of 5.5 feet. b. Horizontal and vertical separation shall meet requirements of the "Standard Specifications for Water and Sewer Main Construction in Illinois." Locations requiring alternative materials are noted on the plans. 13. Pipe Laying a. The contractor shall keep the trench free from water while the water main is being placed and until the pipe joint has been sealed to the satisfaction of the Village Engineer. b. Adequate provisions shall be made for the safety, storage, and protection of all water pipe prior to installation in the trench. Care shall be taken to prevent damage to the pipe castings, both inside and out. Provisions shall be made to keep the inside of the pipe clean throughout its storage period and to keep mud and/or other debris from being deposited therein. All pipe shall be thoroughly cleaned on the inside before laying of the pipe. Proper equipment shall be used for the safe handling, conveying, and laying of the pipe so as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench. c. In making joints, all portions of the jointing materials and the socket and spigot ends of the joining pipe shall be wiped clean of all foreign materials. The actual assembly of the jointing shall be in accordance with the manufacturer's installation instructions. During construction, until jointing operations are complete, the open ends of all pipes shall at all times be protected and sealed with temporary watertight plugs. d. During water main installation, to make a closure between two pipe ends, or between pipe end fittings, or between pipe end and valve, short lengths shall be used with proper connections or couplings. Repair sleeves shall not be used to make closures during new construction. e. All pipe and trenching shall be viewed and approved by the Municipality prior to cover and backfill. f. All bends of 22–1/2 degrees or greater, and all tees and plugs shall be thrust protected to prevent movement of the line under pressure. Thrust protection may also be obtained by the use of a combination or retaining glands and threaded rods. All locations of thrust blocking or retaining glands/rods need to be marked on the as built drawing. 14. Testing and Disinfection a. Water main shall be tested in accordance with AWWA C–600 & the local jurisdictional requirements prior to its final acceptance. A 24 hour system pressure test needs to be performed as per the Standard Specifications. The pressure and leakage tests and disinfection of the mains shall be as described in the "Standard Specifications" unless the local requirements are more restrictive. All valve vaults shall be clean and free of debris and water, and individual service boxes shall be visible and clearly located prior to their final acceptance. b. The preferred point of application of the chlorinating agent shall be at the beginning of the pipeline extension or any valved section of it and through a corporation stop in the top of the newly laid pipe. The injector for delivering the chlorine gas into the pipe should be supplied from a tap on the pressure side of the gate valve controlling the flow into the pipeline extension. c. Water from the existing distribution system or any other source of supply shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine–gas. The rate of chlorine mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall be at least fifty parts–per–million (50ppm), or enough to meet the requirements during the retention period. d. Valves shall be manipulated so that the strong chlorine solution in the line being treated shall not flow back into the line supplying the water. The pipe section being chlorinated shall be kept at a lower pressure than the water system pressure. e. Treated water shall be retained in the pipe long enough to destroy all spore-forming bacteria. This retention period shall be at least twenty–four (24) hours. After the chlorine–treated water has been retained for the required time, the chlorine residual at the pipe extremities and at other representative points shall be at least twenty five parts–per–million (25ppm). f. In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent. 9. After all mains have been pressure tested, they shall be disinfected and tested according to the requirements of the Standards for Disinfecting Water Mains, AWWA C–601 and C–651, and as required by this Section. All disinfection, as required by this Section, shall be performed by an independent firm exhibiting experience in the methods and techniques of this operation, and shall be approved by the Village Public Works Department. The contractor shall obtain two samples of water from the main for bacteriological testing. A second series of samples shall be collected no less than 24 hours after the first set of samples has been collected. The contractor and the Village will be furnished with copies of the bacteriological report for their records.		1. All storm sewer shall conform to the requirements of The Standard Specifications for Water and Sewer Main Construction in Illinois 2. Storm sewers shall be reinforced concrete pipe conforming to ASTM C76 minimum Class III with O-ring joints conforming to ASTM C443. 3. Bedding shall be minimum of 6" of CA–7. 4. Minimum size shall be twelve inches (12"). 5. Storm Structures a. Rear yard catch basins are not allowed. b. All storm structures shall be precast reinforced concrete only. c. All storm structures shall be set on a six–inch (6") CA–7 cushion. d. All storm structures shall have no more than two adjusting rings within a minimum of four inches (4") and a maximum of twelve inches (12") of adjusting rings. e. All lifting holes, joints between precast reinforced concrete sections, gaps between pipes and structures shall be tuckpointed with hydraulic cement. f. Bitumastic material shall be placed between precast reinforced concrete sections. g. All steps shall be fiberglass or neoprene coated. h. All structure connections shall be concrete sewer pipe, ASTM C14 for extra strength pipe 6. Storm sewer and all storm structures shall be clean and free of debris prior to their final acceptance. Storm Sewer shall be inspected and tested in accordance with the local jurisdictional requirements including television inspection for review by the Village Engineer. 7. All flared end sections less than 48" (effective diameter) require grates in accordance with IDOT specifications. 8. All castings shall be made in the USA with USA materials. Closed covers shall be stamped per Exhibit 2B. Open covers shall have the grates as specified in the plans.	
				WATER MAIN				PAVING CURBS AND SIDEWALK	
				1. The Village of Western Springs is the agency responsible for the water main. 2. All installations shall conform to the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois. 3. Material for main pipe and fittings shall be class 52 ductile iron pipe with poly wrap for the public water main per AWWA C–151, with mechanical and push-on joints complying with AWWA C–111. 4. Material for the services shall be soft temper, Type K, copper water tubing, conforming to ASTM latest standard w/ compression fittings, unless otherwise noted on the plans. 5. Sizes for main & service lines shall be as indicated on the Engineering Plan. 6. Connections to Village water system shall be made under full water service pressure. Unless noted on plans and Village approval granted for shutdown. Shutdown requests need to be made to municipal services department 4 days prior to desired shutdown date. Contractor required to distribute shutdown notices to any impacted customers 2 business days prior. Village to provide notice text. a. Tapping sleeves shall include two piece bolted sleeve type with mechanical joints, Mueller–H615, or equal with joint accessories. b. Tapping valves shall include fully ported gate valves complying with AWWA C500 and mechanical joints type, Mueller–H667 or equal. Tapping valves shall be placed in precast concrete vaults. 7. The shut–off valve or curb stop for services shall be located as shown on the plans and shall be installed with a valve box of design approved by the Municipality. The termination point shall be clearly located with a blue–topped 4 inch x 4 inch stake extending a minimum of 3 feet above and below final grade. 8. Valves: Mueller, Clow or equal mechanical joint, resilient wedge seat, cast iron, bronze–mounted, O–ring seal, bronze non–rising stems, gate valves. Valves/shut open left and be tested to 500 psi with a 250 psi working pressure. 9. Water services, where indicated on the "Quantity Estimate" as "long" or "short", shall include the necessary length of Type "K", copper water tube of the size shown on the plans, corporation stop, curb stop, and service box, and all necessary labor, tools, equipment, excavation & backfill, for a complete installation as shown on the Engineering plans. Trench backfill will be paid for separately, when required. 10. Valve Boxes a. Valve boxes shall be adjustable, 3–piece cast iron, 5–1/4 inch shaft roadway–type and no–tilt drop cover with "WATER" cast into it. b. Valve box stabilizer of PVC manufactured by Valve Box Stabilizer, Inc. for six–inch (6") and eight–inch (8") valve boxes shall be provided. c. Valve box must have additional upward or downward travel when adjusted to finished grade. 11. Valve Vaults a. All valve vaults shall be precast reinforced concrete only. b. All valve vaults shall have no more than two adjusting rings with a minimum of four inches (4") and a maximum of twelve inches (12") of adjusting rings. c. All lifting holes, joints between precast reinforced concrete sections, rubber gaskets cast into concrete, and structures need to be water tight and shall be tuckpointed with hydraulic cement. d. All castings shall be set on bitumastic material. e. Bitumastic material shall be placed between precast reinforced concrete sections. f. All valve vaults shall have neoprene coated or fiberglass steps. g. Vaults and boxes shall not be allowed under streets, sidewalks or driveways.					
				SANITARY SEWER					
				1. Material shall be: a. Green polyvinyl chloride pipe (PVC) SDR 26. b. PVC SDR 26 or D.I.P. CL 52. c. sewer pipe and fittings shall be in accordance with ASTM D–3034 for sizes 4"–15" (100–375 mm). 2. Joints shall be: a. for PVC; flexible elastomeric seal joints, ASTM D–3139, pressure joint. b. for DIP; rubber gasket joints, ANSI A21.11 3. Bedding shall be as detailed on the Engineering Plan. 4. Minimum size for mains shall be eight inches (8") and the minimum size for services shall be 6".					

REVISIONS		BY
NO.	DATE	DESCRIPTION
1	08-17-24	PER LARGARGE, HIGHLANDS SD
2	08-26-24	PER WESTERN SPRINGS REVIEW
3	10-17-24	PER VILLAGE REVIEW
4	11-04-24	PER COOTH REVIEW
5	01-27-25	PER VILLAGE REVIEW
6	03-17-25	PER VILLAGE REVIEW
7	03-17-25	PER CULTURE REVIEW
8	03-26-25	PER VILLAGE COMMENT
9	04-08-25	PER VILLAGE COMMENT

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325–3400

FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326–4961
FAX: (708) 326–4962
ILL. PROF. Lic. No.: 184–003740



PROJECT INFORMATION	
Project No.:	24–0001
Scale:	NONE
Date:	MAY 22, 2024
Design By:	SDD
Drawn By:	DEI
Checked By:	SDD

2
OF
20

REVIEW SET
NOT FOR CONSTRUCTION

GENERAL NOTES

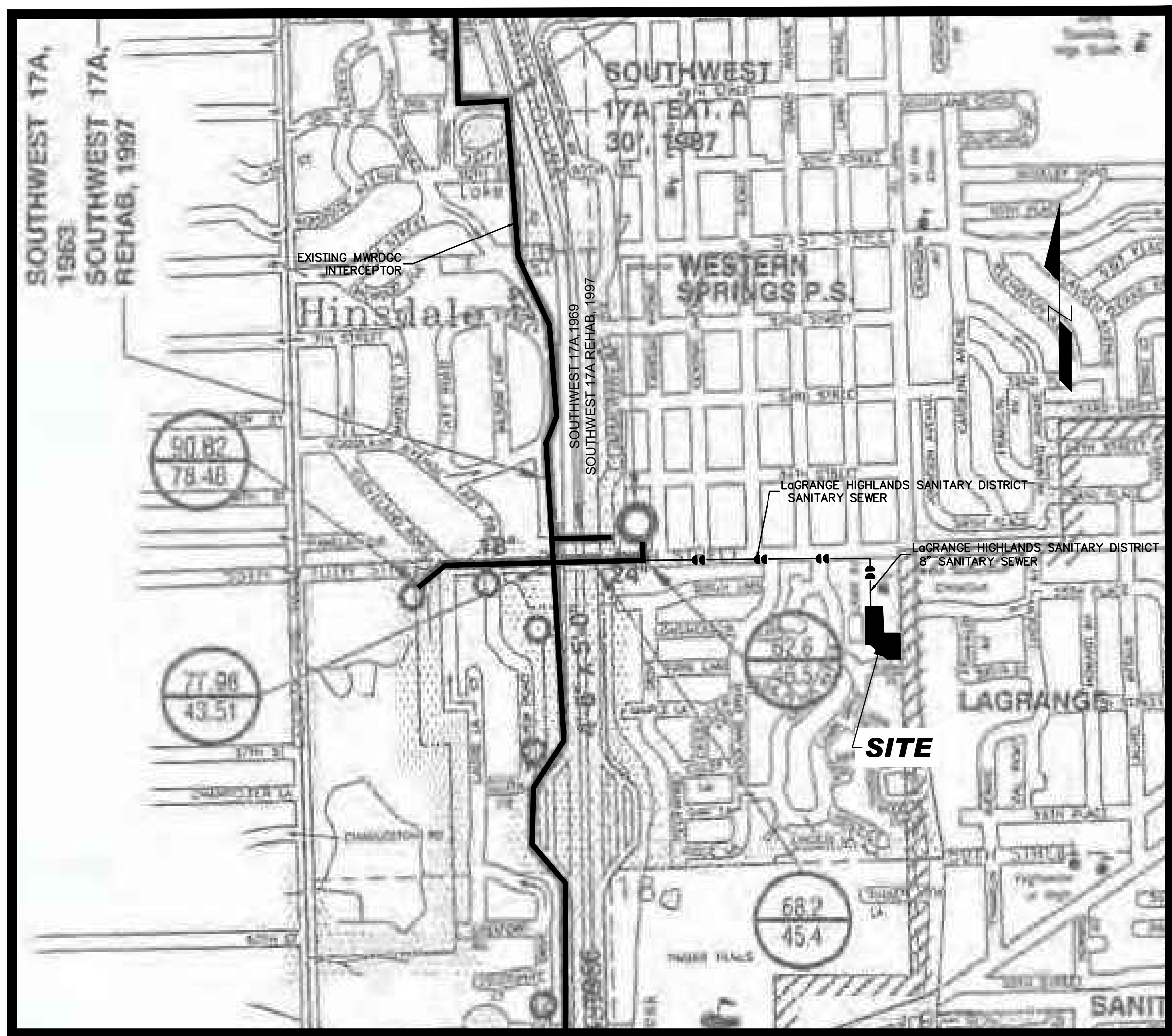
MWRD SPECIFICATIONS

MWRD SPECIFICATIONS CONT'D

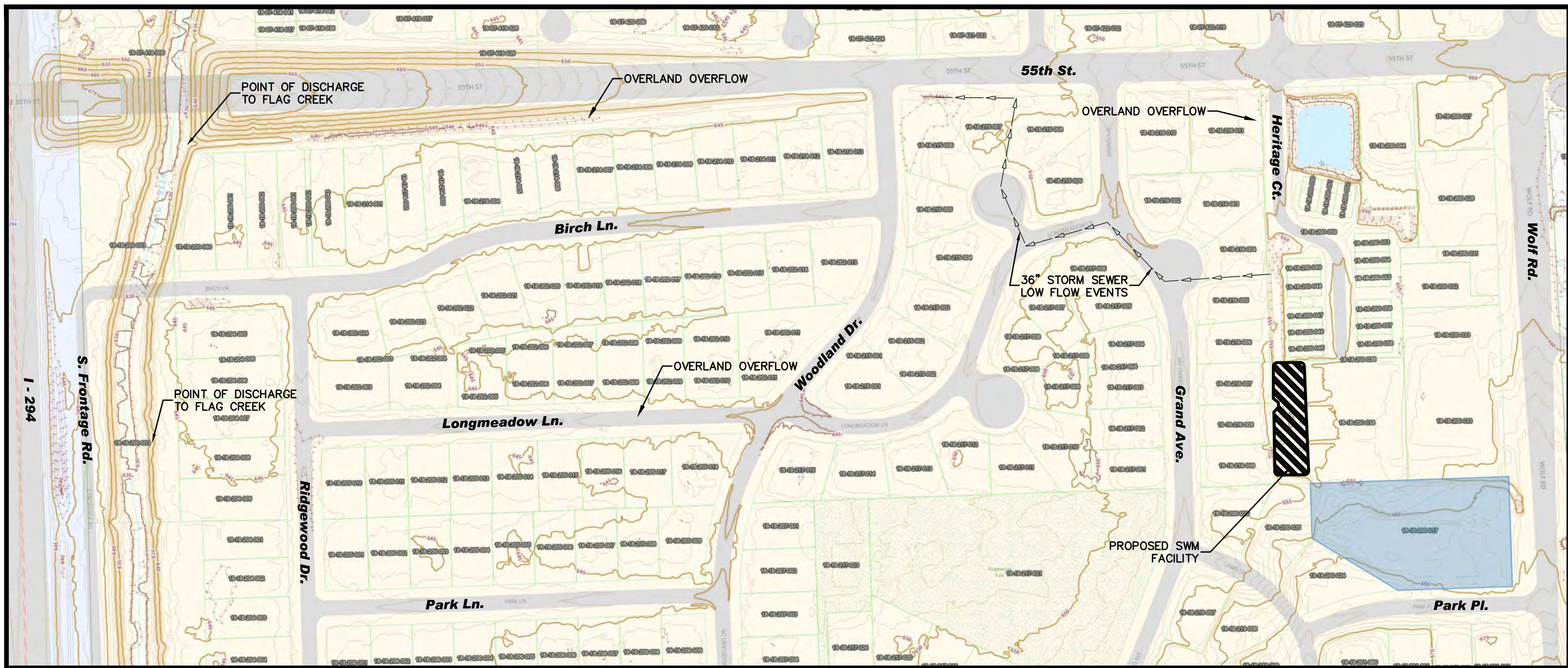
- a. The CONTRACTOR is the individual, firm, partnership or corporation contracting with the OWNER for performance of the prescribed work.
- b. The OWNER is the individual, firm, partnership or corporation having the authority to award the contract for the prescribed work.
- c. The ENGINEER where specifically referred to in the Specifications shall be the OWNER's representative.
2. All CONTRACTORS shall be responsible for the following, which shall also be incidental to the cost of construction:
 - a. Examination of the Engineering Plans and Specifications and the existing site conditions prior to submitting a bid, and notifying the ENGINEER at once of any discrepancies.
 - b. The obtaining of any necessary permits not previously applied for by the OWNER, and posting of the necessary bonds.
 - c. The notification of the start of construction to the Village of WESTERN SPRINGS Public Services Dept. at (708) 246-8540, utility companies, and the ENGINEER at least two (2) working days prior to said start. All existing utilities must be staked prior to construction. All construction, including equipment startup, shall be between the hours of 7:00 a.m. to 8:00 p.m. weekdays, and 8:00 a.m. to 7:00 p.m. weekends and holidays.
 - d. Calling attention to the OWNER of any errors or discrepancies, which may be suspected in lines and grades, which are established by the OWNER. The CONTRACTOR shall not proceed with the work until the lines and grades which are believed to be in error have been verified or corrected by the OWNER. Additional staking that may be required due to CONTRACTOR negligence shall be paid for by the CONTRACTOR.
 - e. The providing of safe and healthful working conditions throughout the prosecution of the construction work. This shall include, but not be limited to: the removal of the protection of construction hazards with barricades and the keeping of public street pavements clean of construction dirt and debris.
 - f. The restoration to the original condition or better of any areas that are damaged by the CONTRACTOR during construction.
 - g. The testing of materials, if required by the OWNER and/or the Jurisdictional agencies.
 - h. The guarantee of all materials and workmanship for a period of one (1) year upon final acceptance by the OWNER and other jurisdictional agencies.
 - i. Trees shall be installed a minimum of five (5) feet horizontally from sanitary sewers, sanitary services, watermain, and water services. Trees and light poles shall be installed a minimum of ten (10) feet horizontally from utility structures and encumbrances, including but not limited to manholes, valve vaults, valve boxes and fire hydrants.
 - j. The contractor shall be responsible for implementation & maintenance of all soil erosion & sedimentation control measures throughout the entire project.
 - k. Contractors are required to obtain applicable permits from the Municipality.
3. The OWNER shall be responsible for the following:
 - a. Scheduling the necessary preconstruction meeting(s) with the jurisdictional agencies at least two (2) working days prior to the commencement of work.
 - b. Insurance certificates from all contractors, naming the Village of WESTERN SPRINGS as additional insured, prior to preconstruction meeting being set.
 - c. Providing the CONTRACTOR with one (1) set of control line and grade stakes (at offsets mutually agreed upon) for the proper prosecution and control of the work.
 - d. Applying for IEPA, IDOT, and all applicable County, Municipal and Sanitary District Permits. Other necessary permits shall be the responsibility of the CONTRACTOR.
4. The ENGINEER shall be responsible for the following:

- ### Referenced Specifications
- All construction shall be in accordance with the applicable sections of the following, except as modified herein or on the plans;
 - Standard Specifications for Road and Bridge Construction (latest edition), by the Illinois Department of Transportation (IDOT SS) for all improvements except sanitary sewer and water main construction;
 - Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition (SSWS) for sanitary sewer and water main construction;
 - Village of WESTERN SPRINGS municipal code (latest edition);
 - The Metropolitan Water Reclamation District of Greater Chicago (MWRD) Watershed Management Ordinance and Technical Guidance Manual (latest edition);
 - In case of conflict between the applicable ordinances noted, the more stringent shall take precedence and shall control all construction.
- ### B. Notifications
- The MWRD local sewer systems section field office must be notified at least two (2) working days prior to the commencement of any work (call 708-588-4055).
 - The Village of WESTERN SPRINGS Engineering Department and Public Works must be notified at least two (2) working days prior to the start of construction and prior to sewer phase of work. Contractor shall determine items requiring inspection prior to start of construction or each phase of construction.
 - The Contractor shall notify all utility companies prior to beginning construction for the exact locations of utilities and for their protection during construction. If existing utilities are encountered that conflict in location with new construction, immediately notify the engineer so that the conflict can be resolved; call J.U.I.L.I.E. at 1-800-892-0723.
- ### C. General Notes
- All elevations shown on plans reference the north american vertical datum of 1988 (NAVD88). Conversion factor is XXXX ft.
 - MWRD, the Municipality and the Owner or Owner's Representative shall have the authority to inspect, approve, and reject the construction improvements.
 - The Contractor(s) shall indemnify the Owner, Engineer, Municipality, MWRD, and their Agents, from all liability involved with the construction, installation, or testing of this work on the project.
 - The proposed improvements must be constructed in accordance with the engineering plans as approved by MWRD and the municipality unless changes are approved by MWRD, the Municipality, or authorized agent. The contractor shall be held responsible for all changes, modifications, or unauthorized changes as presented on the plans, must be followed. Proper construction techniques must be followed on the improvements indicated on the plans.
 - The location of various underground utilities which are shown on the plans are for information only and represent the best knowledge of the Engineer. Verify locations and elevations prior to beginning the construction operations.
 - Any existing pavement, sidewalk, driveway, etc., damaged during construction operations and not called for to be removed shall be replaced at the expense of the Contractor.
 - Material and compaction testing shall be performed in accordance with the requirements of the Municipality, MWRD, and Owner.
 - The Underground Contractor shall make all necessary arrangements to notify all inspection agencies.
 - All new and existing utility structures on site and in areas disturbed during construction shall be adjusted to finish grade prior to final inspection.
 - Record drawings shall be kept by the Contractor and submitted to the Engineer as soon as underground improvements are completed. Final payments to the Contractor shall be held until the record drawings are received. Changes in length, location or alignment shall be shown in red. All wyes or bends shall be located from the downstream manhole. All valves, B-Boxes, tees or sands shall be tied to a fire hydrant.
- ### D. Sanitary Sewer
- The Contractor shall take measures to prevent any polluted water, such as ground and surface water, from entering the existing sanitary sewers.
 - A water-tight plug shall be installed in the downstream sewer pipe at the point of sewer connection prior to commencing any sewer construction; the plug shall remain in place until removal is authorized by the Municipality and/or MWRD after the sewers have been tested and approved.
 - Discharging any unpolluted water into the sanitary sewer system for the purpose of sewer flushing or lines for the deflection test shall be prohibited without prior approval from the Municipality or MWRD.
 - All sanitary sewer construction shall be in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois (latest edition).
 - All floor drains shall discharge to the sanitary sewer system.
 - All downspouts and footing drains shall discharge to the storm sewer system.
 - All sanitary sewer pipe materials and joints (and storm sewer materials and joints in a combined sewer area) shall conform to the following:
- | Pipe Material | Pipe Specification | Joint Specification |
|------------------------------------|--------------------|----------------------------------|
| Vitrified Clay Pipe | ASTM C-700 | ASTM C-425 |
| Reinforced Concrete Sewer Pipe | ASTM C-76 | ASTM C-443 |
| Cast Iron Soil Pipe | ASTM A-74 | ASTM C-564 |
| Ductile Iron Pipe | ANSI A21.51 | ANSI A21.11 |
| Polyvinyl Chloride (PVC) Pipe | ASTM D-3034 | ASTM D-3212 |
| 8-inch to 15-inch Diameter SDR 26 | ASTM F-679 | ASTM D-3212 |
| 18-inch to 27-inch Diameter F70+46 | | |
| High Density Polyethylene (HDPE) | ASTM D-3350 | ASTM D-3261, F-4620 (hot fusion) |
| | ASTM D-3035 | ASTM D-3212, F-477 (gasketed) |
| Water Main Quality PVC | | |
| 4-inch to 36-inch | ASTM D-2241 | ASTM D-3139 |
| 4-inch to 12-inch | AWWA C900 | AWWA C219 |
| 14-inch to 48-inch | AWWA C905 | ASTM D-3139 |
- The following materials are allowed on a qualified basis subject to District review and approval prior to permit issuance. A special condition will be added to the permit when the pipe material below is used for sewer construction or a connection is made.
- | Pipe Material | Pipe Specification | Joint Specification |
|---|--------------------|---------------------|
| Polypropylene (PP) Pipe | | |
| 12-inch to 24-inch Double Wall | ASTM F-2736 | ASTM D-3212/F-477 |
| 30-inch to 60-inch Triple Wall | ASTM F-2764 | ASTM D-3212, F-477 |
| All sanitary sewer construction (and storm sewer construction in combined sewer areas), requires stone bedding with stone ¾" to 1" in size, with minimum bedding thickness equal to the diameter of the pipe. | | |

1. The contractor shall install the erosion and sediment control devices as shown on the approved erosion and sediment control plan.
2. Erosion and sediment control practices shall be functional prior to hydrologic disturbance of the site.
3. All design criteria, specifications, and installation of erosion and sediment control practices shall be in accordance with the Illinois urban manual.
4. A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.
5. Inspections and documentation shall be performed, at a minimum:
 - a. Upon completion of initial erosion and sediment control measures, prior to any soil disturbance.
 - b. Once every seven (7) calendar days and within 24 hours of the end of a storm event with greater than 0.5 inch of rainfall or liquid equivalent precipitation.
6. Soil disturbance shall be conducted in such a manner as to minimize erosion. If stripping, clearing, grading, or landscaping are to be done in phases, the co-permittee shall plan for appropriate soil erosion and sediment control measures.
7. A stabilized mat of crushed stone meeting the standards of the Illinois urban manual shall be installed at any point where traffic will be entering or leaving a construction site. Sediment control reaching an improved public right-of-way, street, alley or parking area shall be removed by scraping or street cleaning as accumulations warrant and transported to a controlled sediment disposal area.
8. Concrete washout facilities shall be constructed in accordance with the Illinois Urban Manual and shall be installed prior to any on site construction activities involving concrete.
9. Mortar washout facilities shall be constructed in addition to concrete washout facilities for any brick and mortar building envelope construction activities.
10. Temporary diversions shall be constructed as necessary to direct all runoff from hydrologically disturbed areas to an appropriate sediment trap or basin. Volume control structures shall not be used as temporary diversions.
11. Disturbed areas of the site where construction activities have temporarily or permanently ceased shall be stabilized with temporary or permanent measures within seven (7) days.
12. All flood protection areas and volume control facilities shall, at a minimum, be protected with a double-row of silt fence (or equivalent).
13. Volume control facilities shall not be constructed until all of the contributing drainage area has been stabilized.
14. Soil stockpiles shall, at a minimum, be protected with perimeter sediment controls. Soil stockpiles shall not be placed in flood protection areas or their buffers.
15. Earthen embankment side slopes shall be stabilized with appropriate erosion control blanket.
16. Storm sewers that are or will be functioning during existing drain tiles be protected by appropriate erosion control measures.
17. The contractor shall either remove or replace any existing drain tiles and incorporate them into the drainage plan for the development. Drain tiles cannot be tributary to a sanitary or combined sewer. Drain tiles allowed in combined sewer area for green infrastructure practices.
18. If dewatering services are used, adjoining properties and discharge locations shall be protected from erosion and sedimentation. Dewatering systems should be inspected daily during operational periods. The site inspector must be present at the commencement of dewatering activities.
19. The contractor shall be responsible for trench dewatering and excavation for the installation of sanitary sewers, storm sewers, watermain as well as their services and other appurtenances. Any trench dewatering, which contains sediment shall pass through a sedimentation basin, providing an equally effective sediment control device. Alternatives may include dewatering into a sump pit, filter bag or existing vetoped upslate area. Sediment loaded material shall not be discharge to waterways, flood protection areas or the combined sewer system.
20. All permanent erosion control practices shall be initiated within seven (7) days following the completion of soil disturbing activities.
21. All erosion and sediment control measures shall be maintained and repaired as needed on a year-round basis during construction and any periods of construction shutdown until permanent stabilization is achieved.
22. All temporary erosion and sediment control measures shall be removed within thirty (30) days after permanent site stabilization.
23. The erosion and sediment control measures shown on the plans are the minimum requirements. Additional measures may be required, as directed by the Engineer, Site Inspector or MWD.



SANITARY ROUTING EXHIBIT



STORM ROUTING EXHIBIT

REVIEW SET
NOT FOR CONSTRUCTION

REVIEWS			BY
NO.	DATE	DESCRIPTION	
1	06-17-24	PER WESTERN HIGHLANDS SD	DNV
2	06-26-24	PER WESTERN SPRINGS REVIEW	SD
3	07-01-24	PER COTOH REVIEW	DNV
4	11-04-24	PER VILLAGE REVIEW	DNV
5	12-12-24	PER VILLAGE REVIEW	DNV
6	01-27-25	PER REVISED GEOM FRY	DNV
7	03-17-25	PER CULTURE REVIEW	DNV
8	04-08-25	PER VILLAGE COMMENT	DNV
9	04-08-25	PER VILLAGE COMMENT	DNV

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

FINAL ENGINEERING PLANS

HERITAGE CROSSING

WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING

100 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961

FAX: (708) 326-4962
|| PROF | IC No.: 184-003740



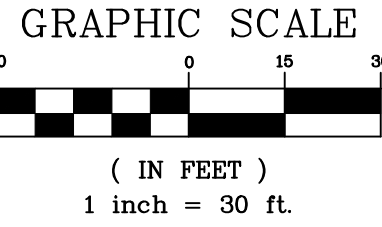
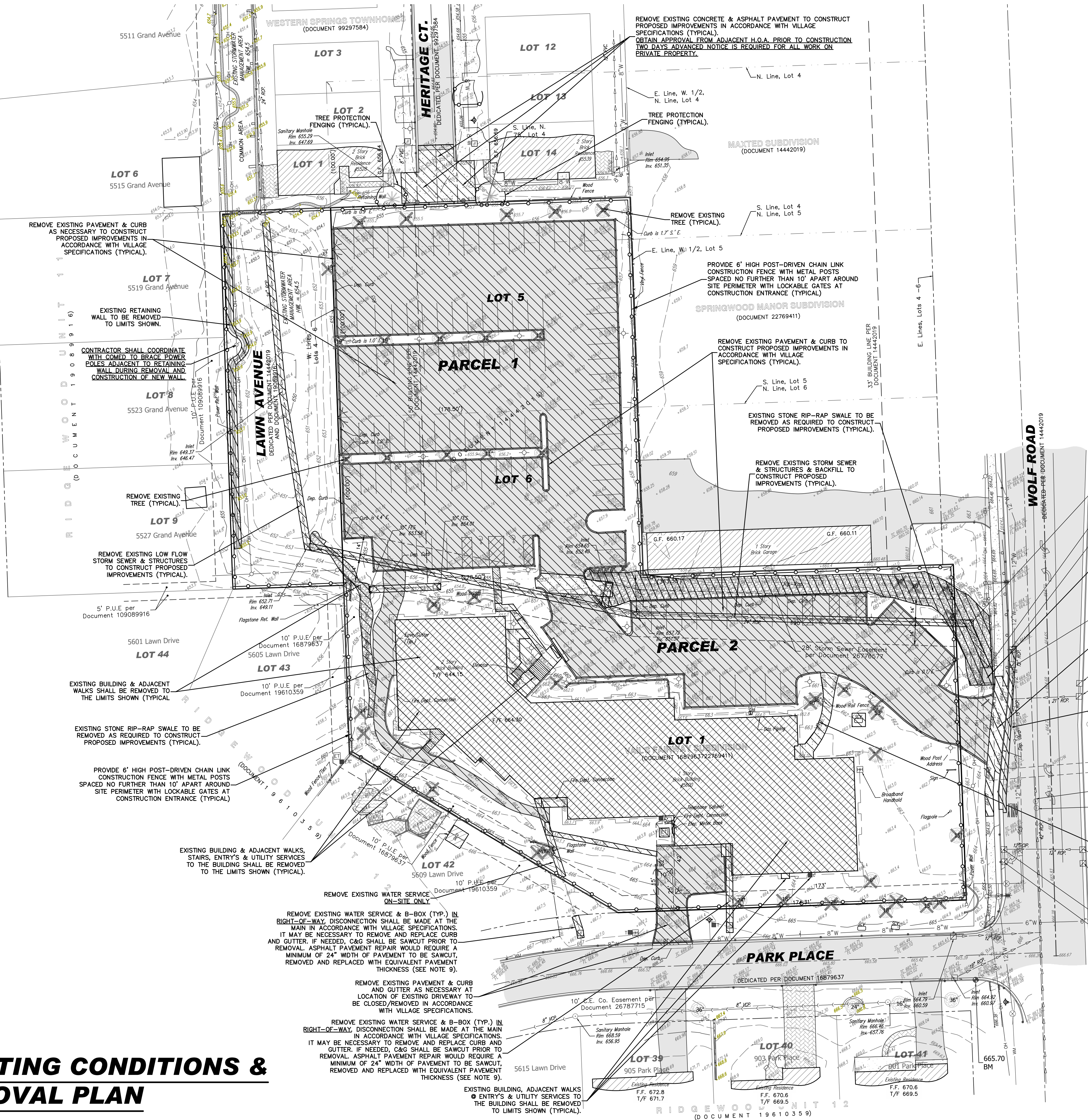
PROJECT INFORMATION
Project No.: 24-0001
Scale: NONE
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

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OF
20

PROJECT SPECIFICATIONS & GENERAL NOTES

EXISTING CONDITIONS & REMOVAL PLAN

GRAND AVE.



- NOTES:**
- HERITAGE SPRINGS HOA SHALL BE NOTIFIED AT LEAST 2 DAYS IN ADVANCE FOR ALL WORK TO BE COMPLETED ON PRIVATE PROPERTY.
- HERITAGE SPRINGS HOA
RON LEJCAR
rpmekcar@gmail.com
(630) 841-5560

REVISIONS		BY
NO.	DATE	DESCRIPTION
1	08-17-24	PER LAGRANGE - HIGHLANDS SD
2	08-26-24	PER WESTERN SPRINGS REVIEW
3	10-17-24	PER VILLAGE REVIEW
4	11-04-24	PER CDDO REVIEW
5	01-17-25	PER RIDGEWOOD REVIEW
6	03-17-25	PER VILLAGE REVIEW
7	03-17-25	PER CDDO REVIEW
8	03-26-25	PER VILLAGE COMMENT
9	04-08-25	PER VILLAGE COMMENT

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FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

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IL PROF. LIC. NO.: 184-003740



PROJECT INFORMATION	
Project No.:	24-0001
Scale:	1" = 30'
Date:	MAY 22, 2024
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Drawn By:	DEI
Checked By:	SDD

4
OF
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EXISTING CONDITIONS AND REMOVAL PLAN

EROSION CONTROL & SEDIMENTATION NOTES

1. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL, LATEST EDITION, AND ALL OTHER AUTHORITIES HAVING JURISDICTION.
2. THE APPLICANT AND/OR CONTRACTOR IS RESPONSIBLE FOR INSURING THE OBTAINED PERMIT WITH THE COMPLETED SWPPP IS POSTED ON SITE IN A PROMINENT LOCATION BEFORE COMMENCEMENT OF ANY WORK ON SITE AND SHALL CONTACT THE VILLAGE AT LEAST 2 WORKING DAYS BEFORE THE START OF CONSTRUCTION, INSTALLATION OF SEDIMENT AND EROSION MEASURES AND COMPLETION OF FINAL LANDSCAPING.
3. THE VILLAGE SHALL BE PROVIDED WITH A COPY OF THE IEPA LETTER OF NOTIFICATION OF COVERAGE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE DEVELOPER IS RESPONSIBLE FOR HAVING THE SWPPP AND A STAMPED AND SIGNED COPY OF THE APPROVED SOIL EROSION AND SEDIMENT CONTROL PLAN ON SITE AT ALL TIMES AND BE PRESENTED WHEN REQUESTED BY ANY AUTHORIZED AGENCY.
5. THE DEVELOPER SHALL INSPECT THE SOIL EROSION AND SEDIMENT CONTROL PRACTICES EVERY SEVEN (7) DAYS AND AFTER 0.5" OR MORE RAINFALL. IMMEDIATE REPAIR SHALL BE MADE OF ANY DAMAGED EROSION CONTROL ELEMENTS THROUGHOUT THE CONSTRUCTION OF THE PROJECT.
6. ALL CONSTRUCTION TRAFFIC SHALL ENTER SITE ONLY AT PROPOSED STABILIZED CONSTRUCTION ENTRANCE AS SHOWN ON PLANS.
7. ALL DIRT, MUD, OR DEBRIS THAT REACHES THE PUBLIC ROADS SHALL BE CLEANED IMMEDIATELY BY THE CONTRACTOR.
8. TECHNIQUES SHALL BE EMPLOYED TO PREVENT THE BLOWING OF DUST OR SEDIMENT FROM THE SITE.
9. SILT FENCE, SILT BASINS, AND STABILIZED CONSTRUCTION ENTRANCE(S) SHALL BE CONSTRUCTED AS DETAIL ON THE FINAL ENGINEERING PLANS PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS STABILIZED. IN ADDITION, SILT FENCE SHALL BE PROVIDED FOR AREAS DRAINING 200' AND GREATER IN ACCORDANCE WITH NRCS CODE 920.
10. SCHEDULE OF CONTROL MEASURE IMPLEMENTATION:
- A. CONSTRUCT THE APPLICABLE PORTIONS OF THE EROSION AND SEDIMENTATION CONTROLS PRIOR TO SITE CLEARING.
- B. CONTROL SITE DEVELOPMENT IN ACCORDANCE WITH THE SPECIFICATIONS.
- C. MAINTAIN INLET PROTECTION, CONSTRUCTION TRAFFIC SURFACES, CLEANING OF STORM STRUCTURES AND THE LIKE ON A REGULAR BASIS AFTER EACH HEAVY RAIN OR AS OTHERWISE REQUIRED.
11. THE ESTIMATED CONSTRUCTION SCHEDULE IS AS FOLLOWS:
- | ACTIVITY | WINTER | 2025 |
|-------------------------------|---------------|------|
| DEMOLITION | WINTER | 2025 |
| MASS EARTHWORK | SPRING | 2025 |
| TEMPORARY BASIN STABILIZATION | SPRING | 2025 |
| UNDERGROUND IMPROVEMENTS | SPRING/SUMMER | 2025 |
| ROADWAY (CURB & PAVEMENT) | SUMMER | 2025 |
| BUILDING CONSTRUCTION | SUMMER | 2025 |
| FINAL GRADING | SUMMER | 2025 |
| BASIN STABILIZATION | SUMMER | 2025 |
| FINAL LANDSCAPING | SUMMER | 2025 |
- THE ENTIRE SITE MUST BE STABILIZED, USING A HEAVY MULCH LAYER OR ANOTHER METHOD AT THE CLOSE OF THE CONSTRUCTION SEASON.
12. DISTURBED AREAS WITHIN ALL PUBLIC R.O.W.'S SHALL BE RESTORED W/ 6" MIN. TOPSOIL & SOD. RESTORATION SHALL OCCUR IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION, WEATHER PERMITTING. ALL OTHER DISTURBED AREAS SHALL BE RESTORED WITH 4" TOPSOIL & SEED.
13. STRAW BALES ARE NOT PERMITTED IN AREAS OF CONCENTRATED FLOW. ROCK CHECK DAMS SHALL BE USED IN THESE AREAS. TECHNIQUES THAT DIVERT UPLAND RUNOFF PAST DISTURBED SLOPES SHALL BE EMPLOYED.
14. THE PROTECTION OF THE OPEN LID DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AS SPECIFIED IN DETAILS. ALL OPEN LID DRAINAGE STRUCTURES LOCATED IN YARD AREAS AND THE SEDIMENTATION BASIN MUST BE PROTECTED PER INLET PROTECTION DETAILS UNTIL SUCH A TIME THAT THE LANDSCAPING IS IN PLACE AND EFFECTIVELY PREVENTING POTENTIAL SITUATION OF THESE STRUCTURES. ALL OPEN LID DRAINAGE STRUCTURES IN PAVED AREAS SHALL HAVE FILTER BASKETS INSTALLED UNDER THE LIDS. IN THE EVENT THE GRAVEL BASE IS NOT IN PLACE UPON INSTALLATION, INLET PROTECTION SHALL BE PROVIDED AS INDICATED PER INLET PROTECTION DETAIL.
15. EROSION CONTROL BLANKET (ECB) SHALL BE INSTALLED TO ALL DISTURBED AREAS WITH SLOPES EQUAL TO OR STEEPER THAN 5H:1V AND IN CRITICAL AREAS (EX: DETENTION BASIN PERIMETERS, STREAMBANKS, BERMS, ETC.) IMMEDIATELY UPON FINAL GRADING. S175 NORTH AMERICAN GREEN (OR SIMILAR) ECB SHALL BE USED. ECB WITH GREEN DYE IS NOT ACCEPTABLE.
16. SOIL STOCKPILES SHALL BE STABILIZED OR COVERED AT THE END OF EACH WORKDAY. STOCKPILES TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.
17. DURING DEWATER OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
18. AN INCIDENT OF NON-COMPLIANCE (ION) MUST BE COMPLETED AND SUBMITTED BY THE OWNER TO THE IEPA AND COPIED IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OR SEDIMENT CONTROL DEVICE FAILS.
19. A NOTICE OF TERMINATION (NOT) SHALL BE COMPLETED BY THE OWNER IN COMPLIANCE WITH THE NPDES PHASE II REQUIREMENTS WHEN ALL PERMANENT EROSION CONTROL MEASURES ARE IN PLACE WITH A 70% ESTABLISHED RATE OF VEGETATION. THE NOTICE OF TERMINATION SHALL BE SENT TO THE IEPA AND THE VILLAGE.
20. THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO CONTROL WASTE SUCH AS DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, LITTER AND SANITARY WASTE AT THE CONSTRUCTION SITE THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY.

EROSION CONTROL LEGEND

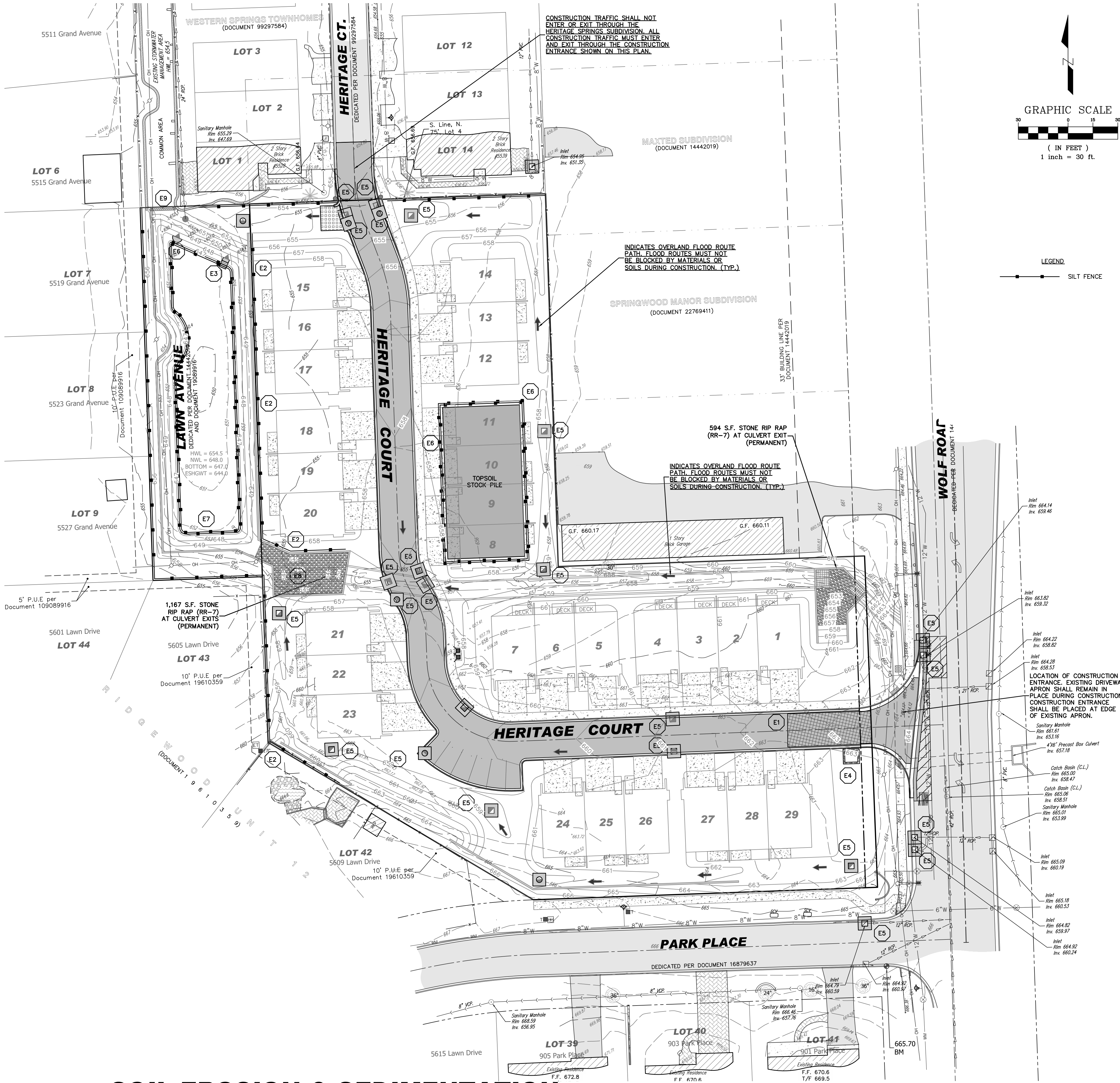
- E1 CONSTRUCTION ENTRANCE PER NRCS SPECIFICATIONS
- E2 SILT FENCE PER NRCS SPECIFICATIONS
- E3 CULVERT / FES PROTECTION PER OR EQUIVALENT TO NRCS SPECIFICATIONS AND STANDARD DRAWING NO. IL-610
- E4 CONCRETE WASHOUT AREA
- E5 INLET PROTECTION PER OR EQUIVALENT TO NRCS SPECIFICATIONS
- E6 CULVERT / FES PROTECTION PER OR EQUIVALENT TO NRCS SPECIFICATIONS AND STANDARD DRAWING NO. IL-508SF
- E7 DOUBLE ROW OF SILT FENCE PER NRCS SPECIFICATIONS
- E8 SEDIMENT FOREBAY (SEE MWRD DETAIL SHEET XX)
- E9 ROLLED EROSION CONTROL

STABILIZATION TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PERMANENT SEEDING			A			*	*					
DORMANT SEEDING	B										B	
TEMPORARY SEEDING			C			*	D*					
SODDING			E**									
MULCHING	F											

- A. KENTUCKY BLUEGRASS 90 LBS/AC MIXED WITH PERENNIAL RYEGRASS 30 LBS/AC
- B. KENTUCKY BLUEGRASS 135 LBS/AC MIXED WITH PERENNIAL RYEGRASS 45 LBS/AC + 2 TONS STRAW MULCH/AC
- C. SPRING OATS 100 LBS/AC
- D. WHEAT OR CEREAL RYE 150 LBS/AC
- E. SOD
- F. STRAW MULCH 2 TONS/AC

- * IRRIGATION NEEDED DURING JUNE AND JULY
- ** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD

SOIL PROTECTION CHART



SOIL EROSION & SEDIMENTATION CONTROL PLAN

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS		NO.	DATE	DESCRIPTION	BY
		1	08-17-24	PER LARRANGE HIGHLANDS SDD	DMV
		2	08-26-24	PER WESTERN SPRINGS REVIEW	DMV
		3	10-17-24	PER VILLAGE REVIEW	SDD
		4	11-04-24	PER COOTH REVIEW	DMV
		5	01-07-25	PER TRIVOLI REVIEW	DMV
		6	01-17-25	PER CULVERT REVISION	DMV
		7	03-17-25	PER CULVERT REVISION	DMV
		8	03-26-25	PER VILLAGE COMMENT	DMV
		9	04-08-25	PER VILLAGE COMMENT	DMV

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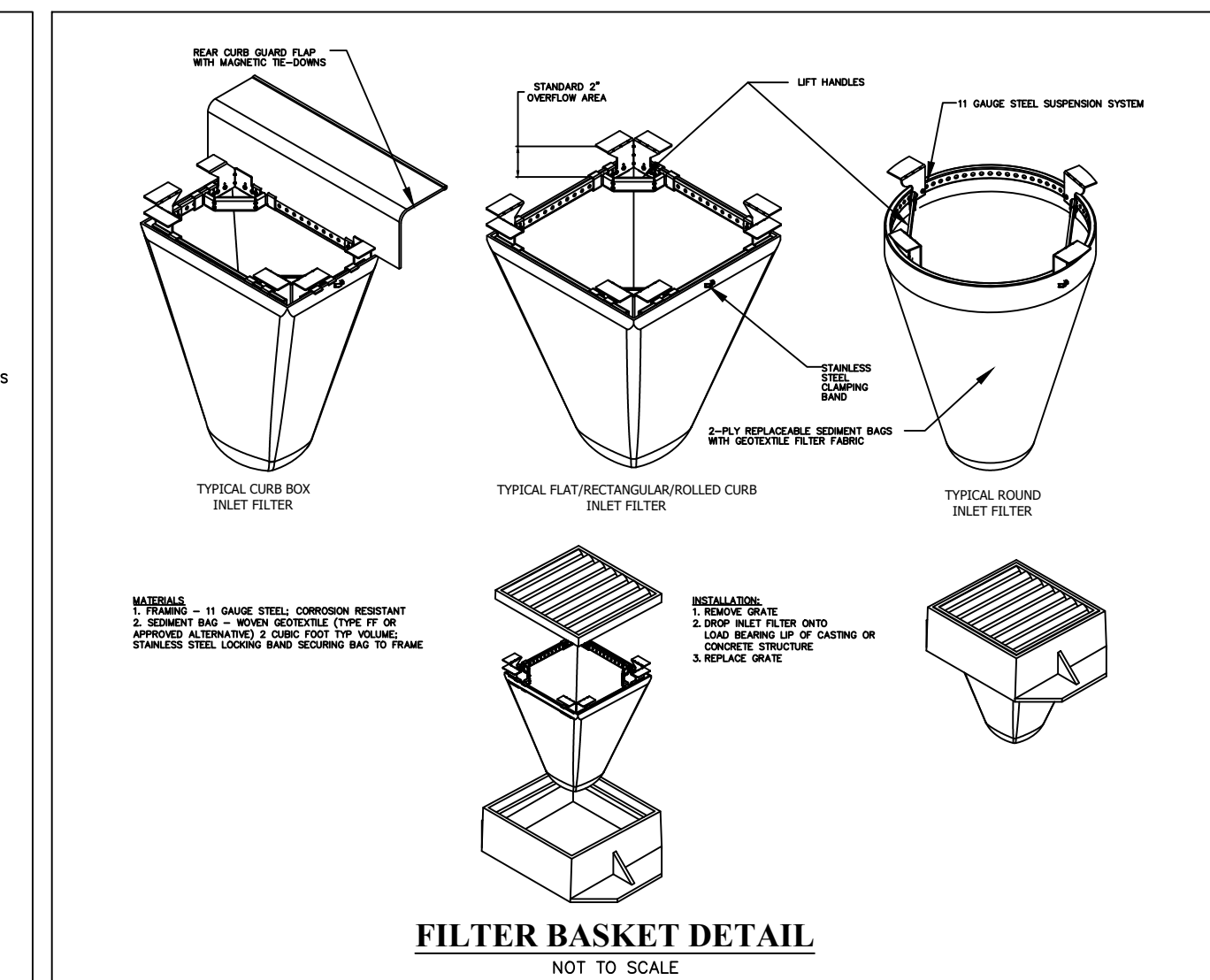
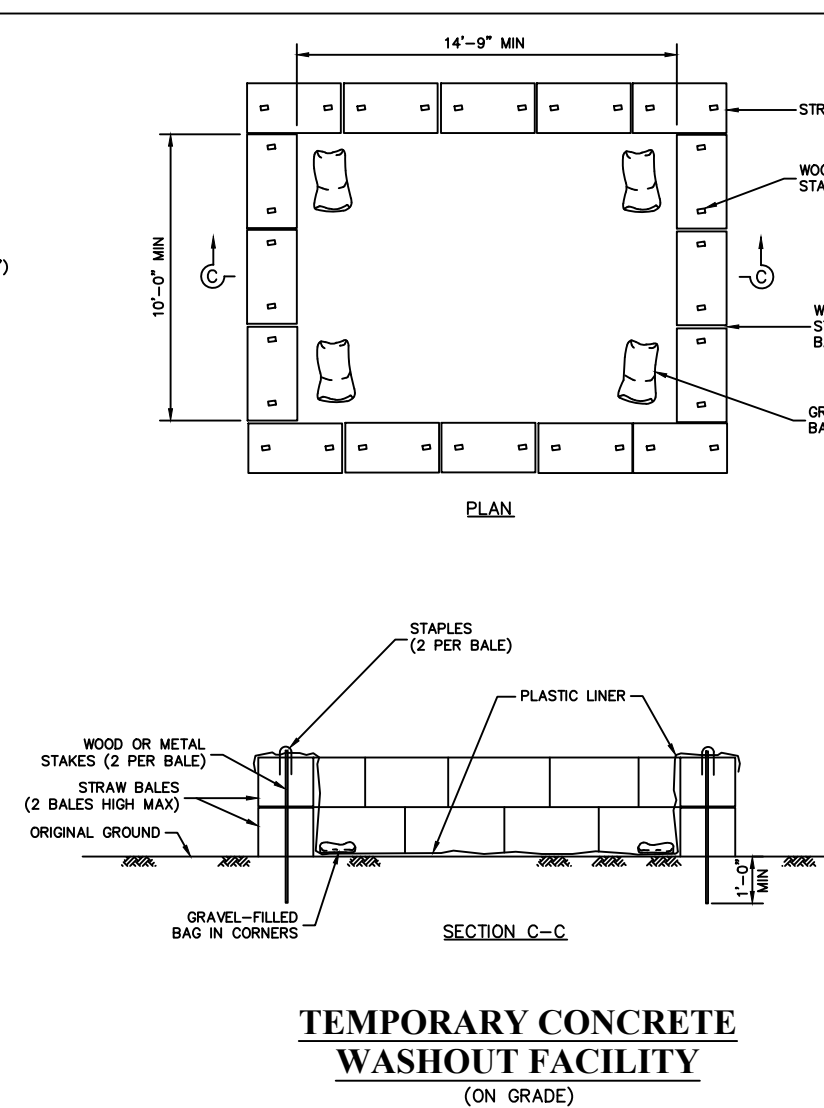
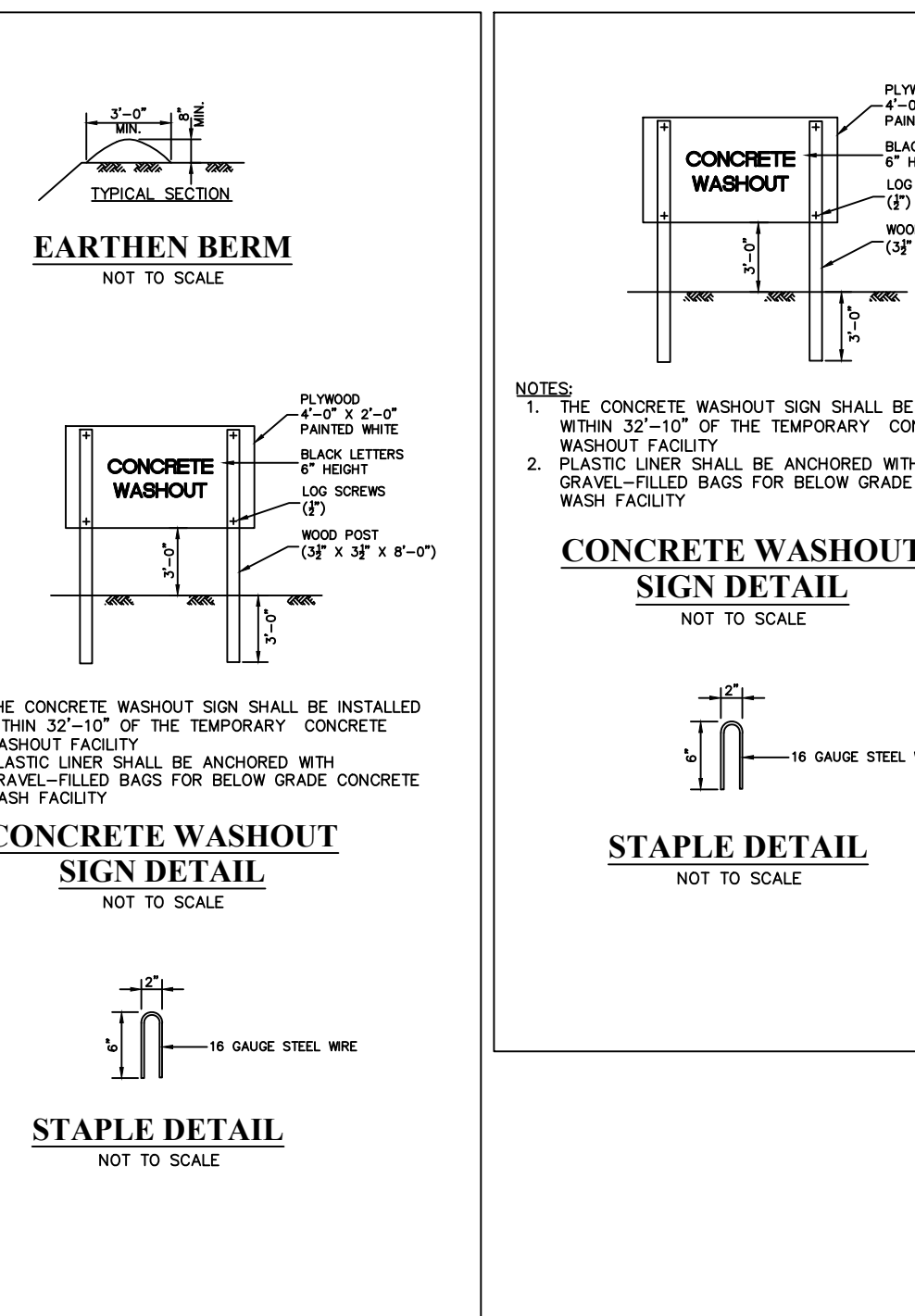
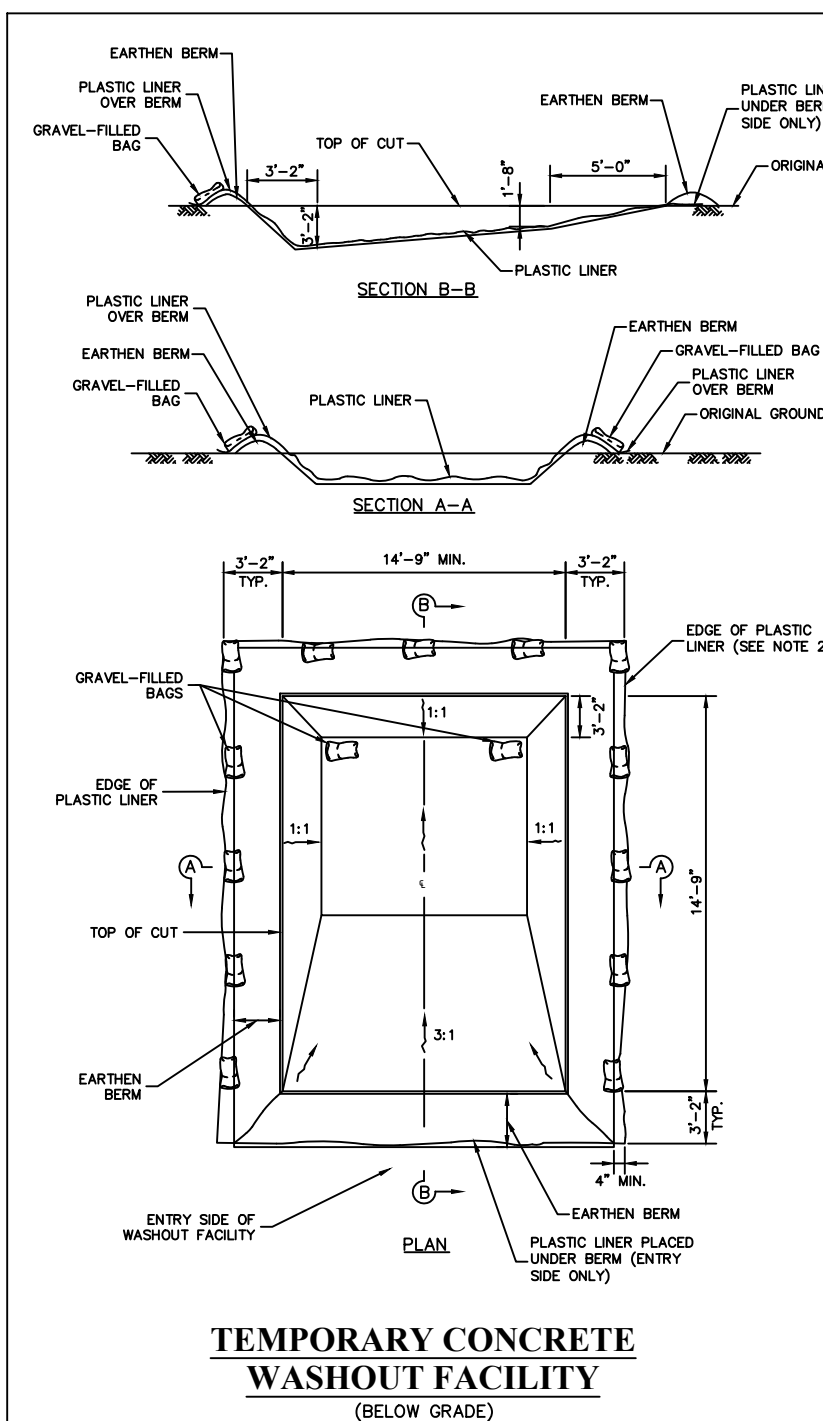
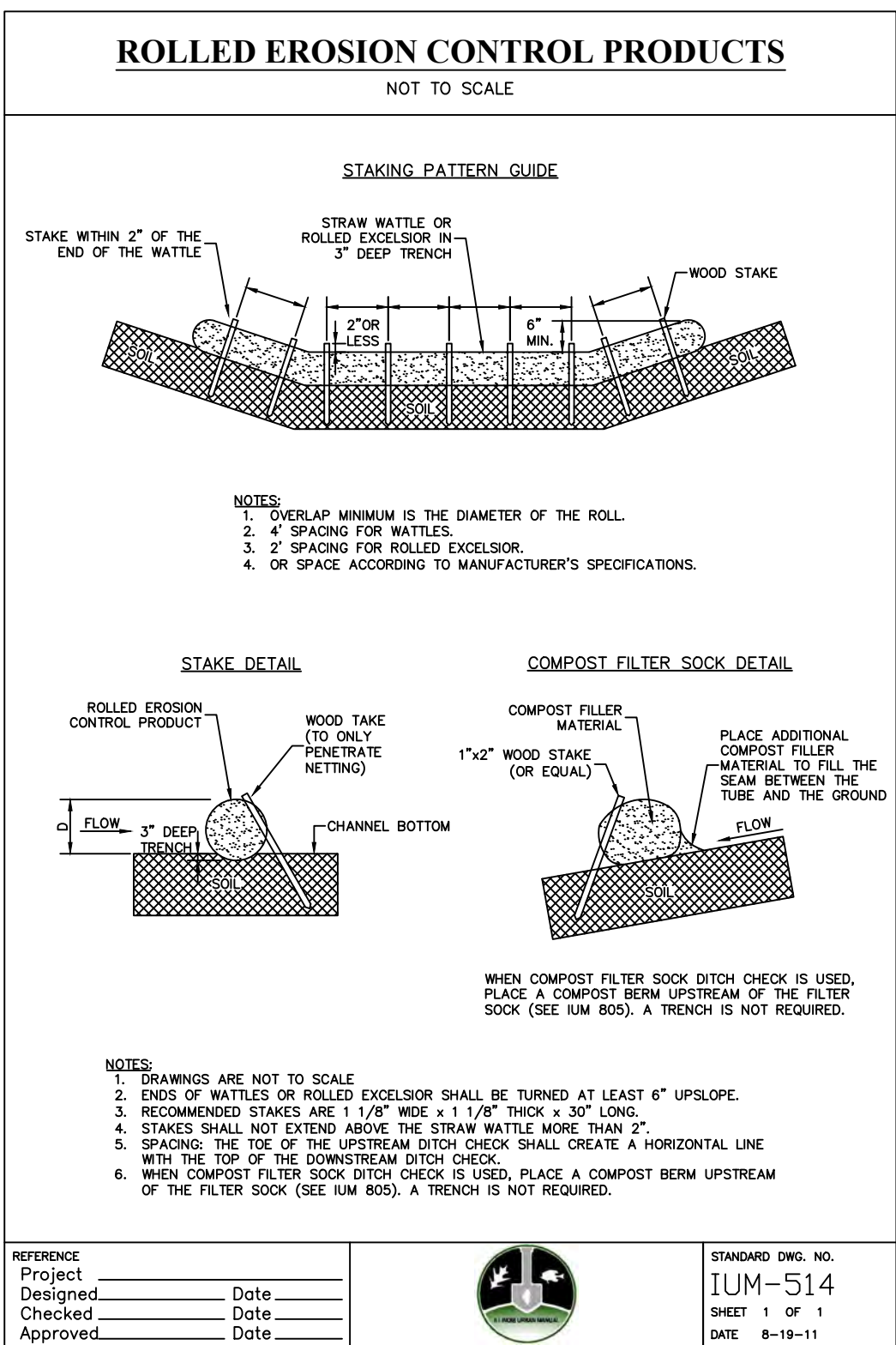
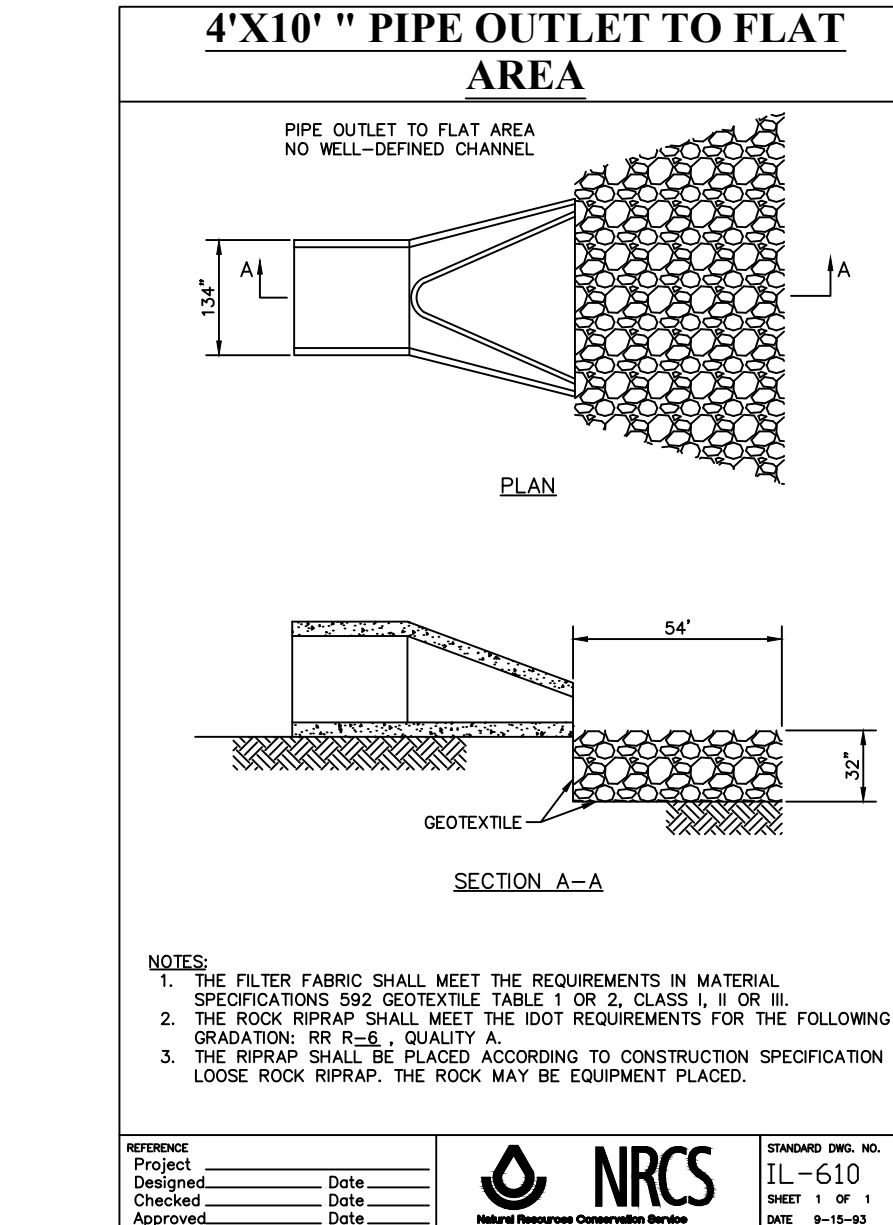
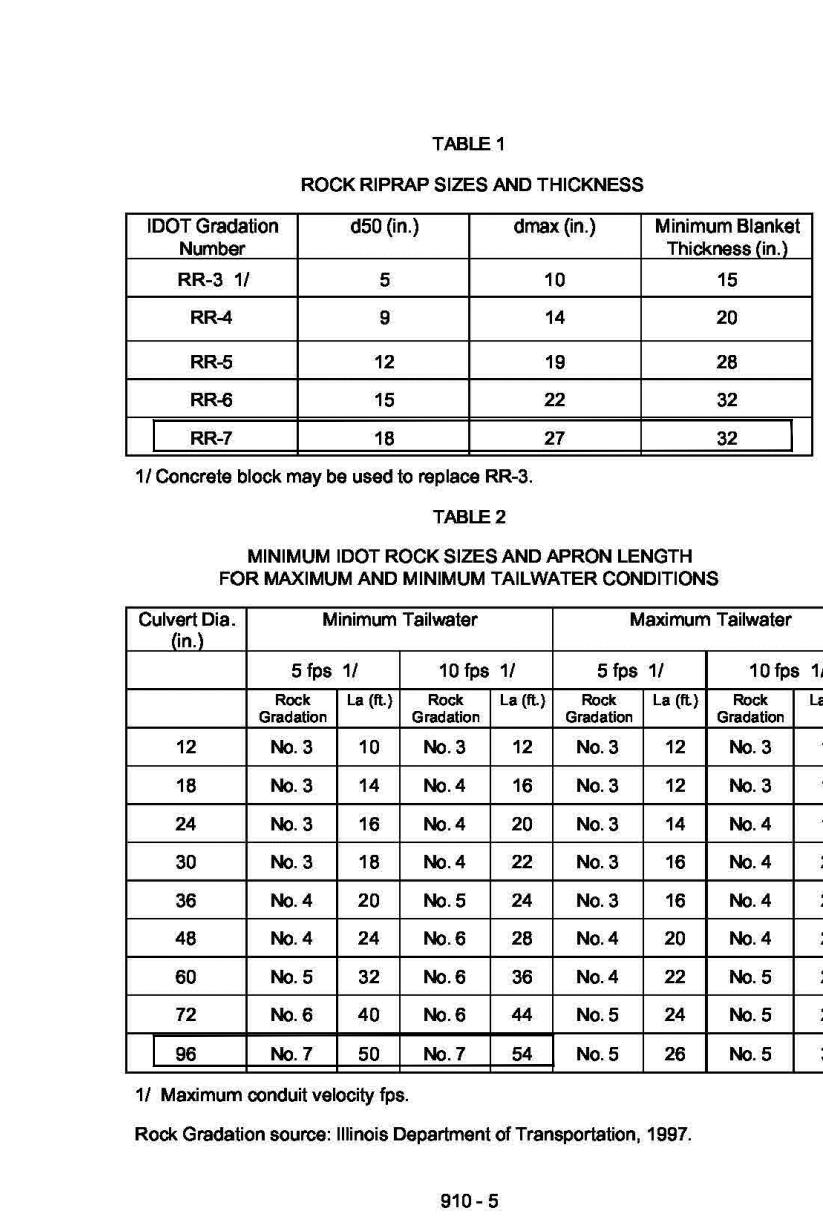
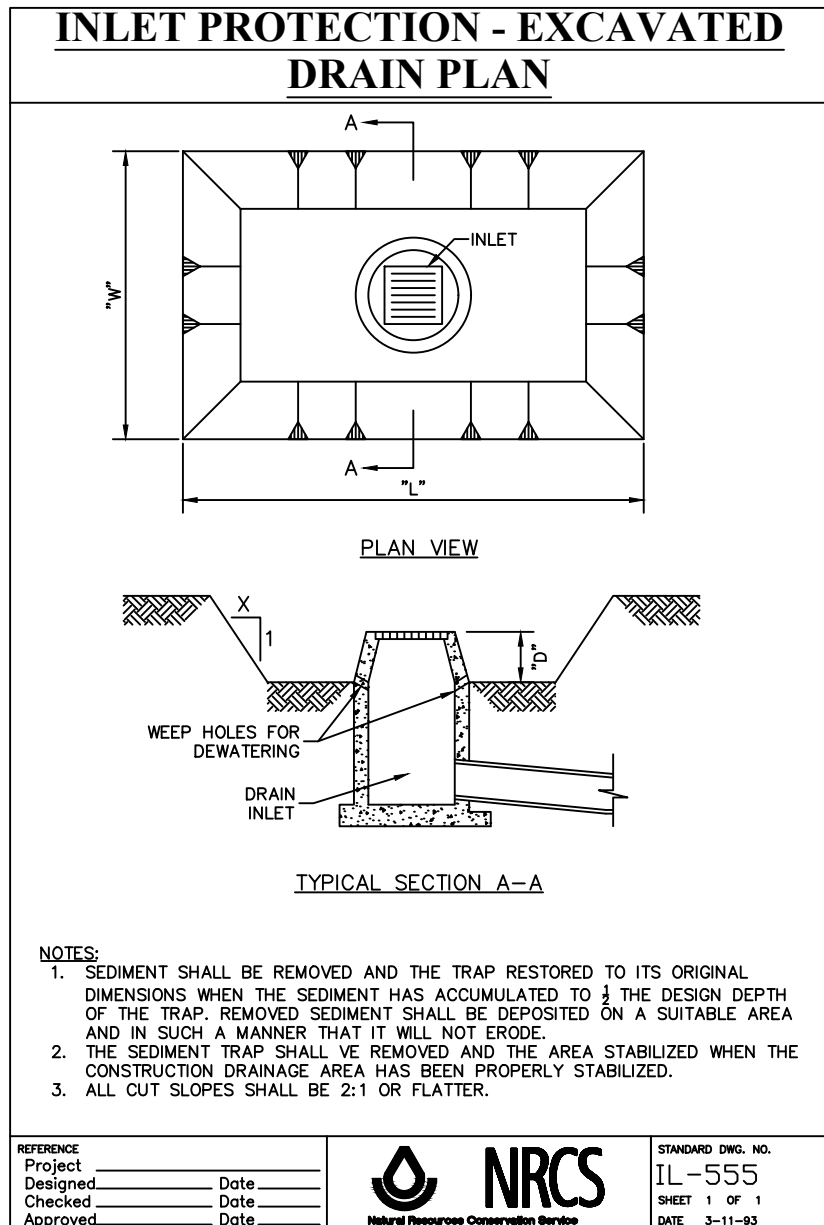
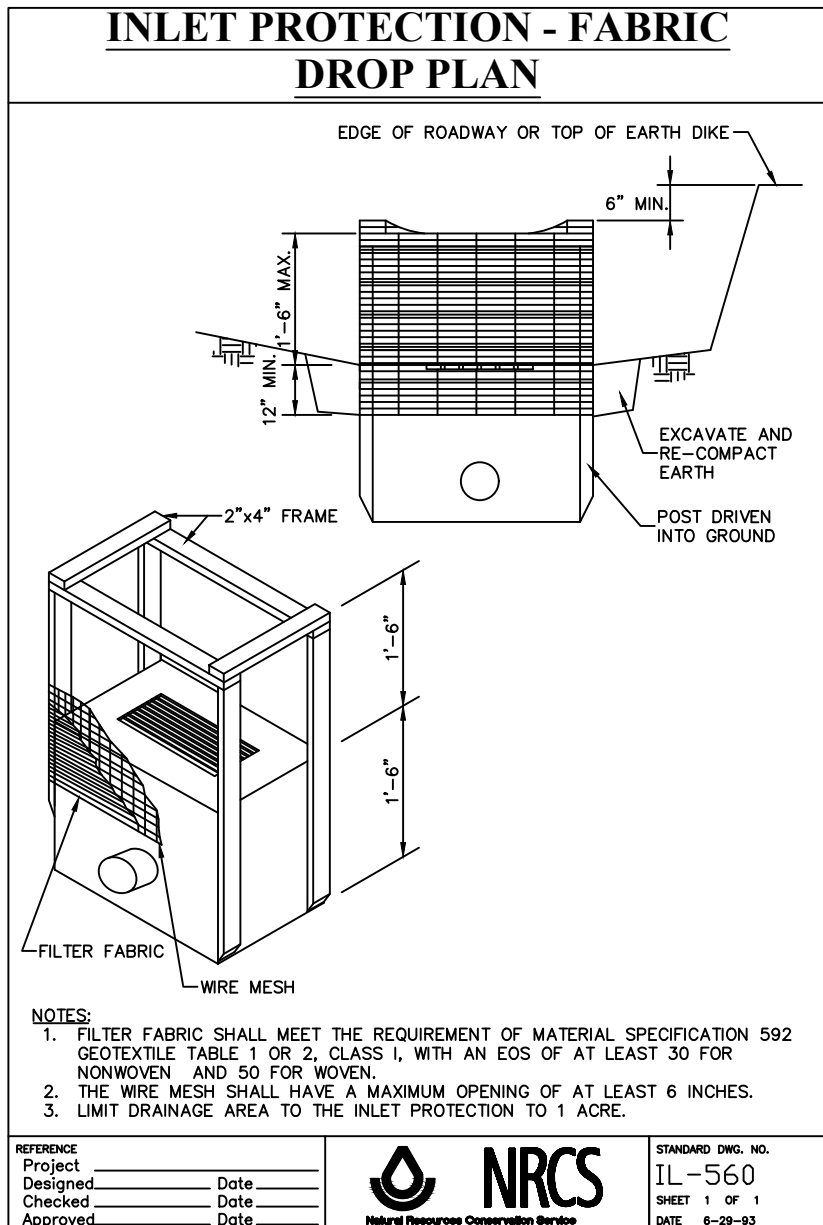
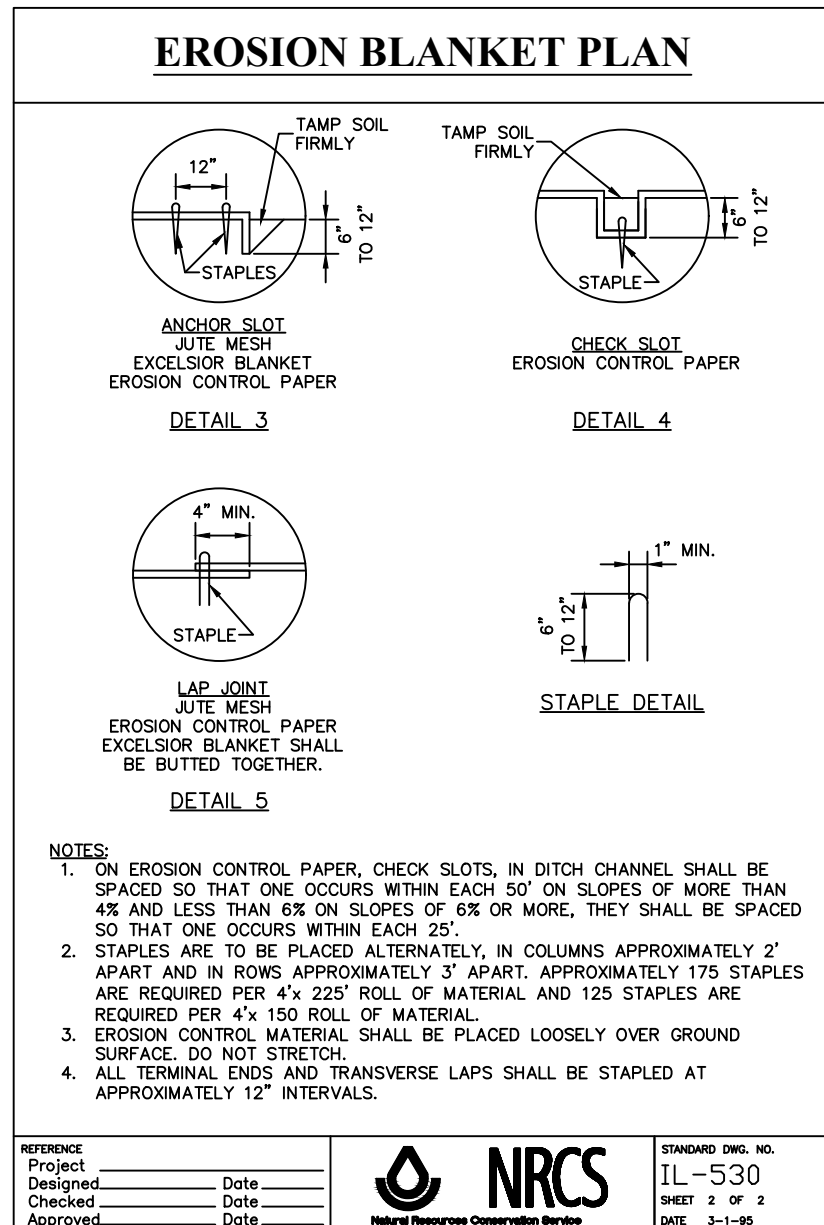
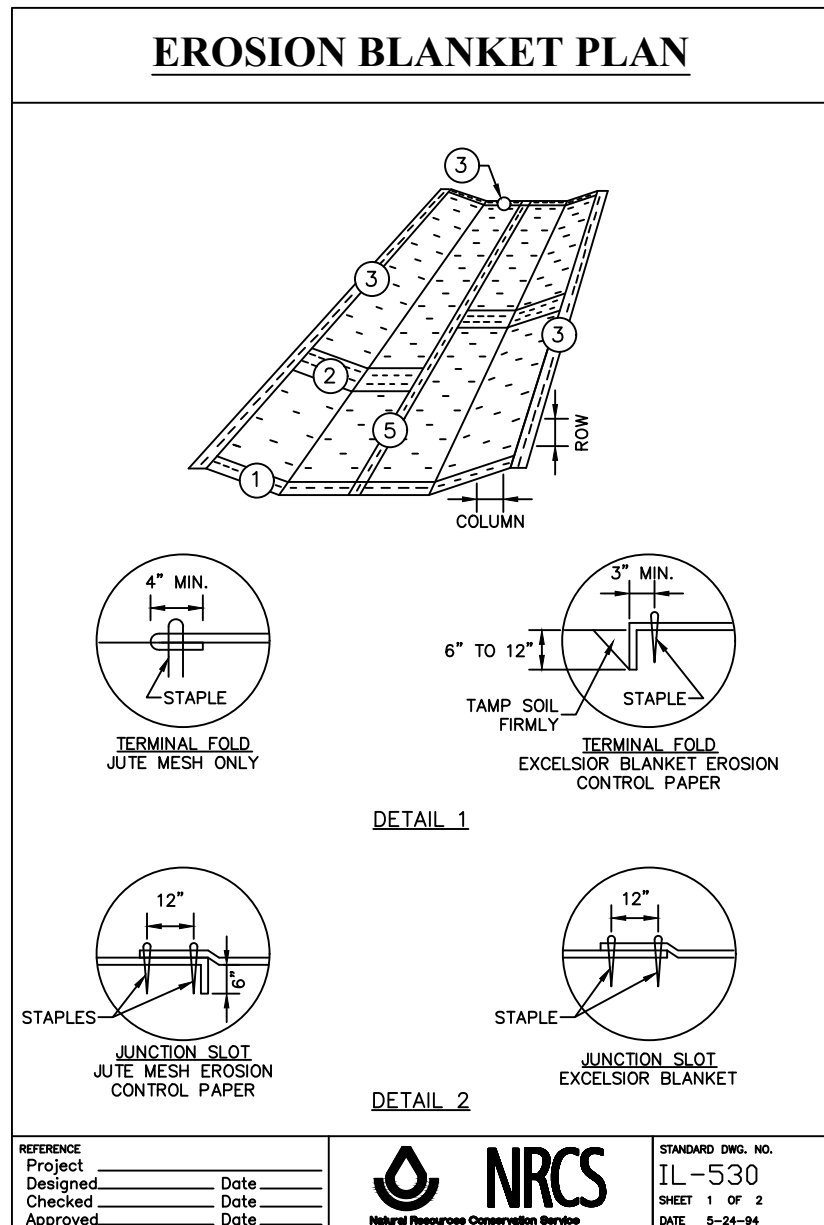
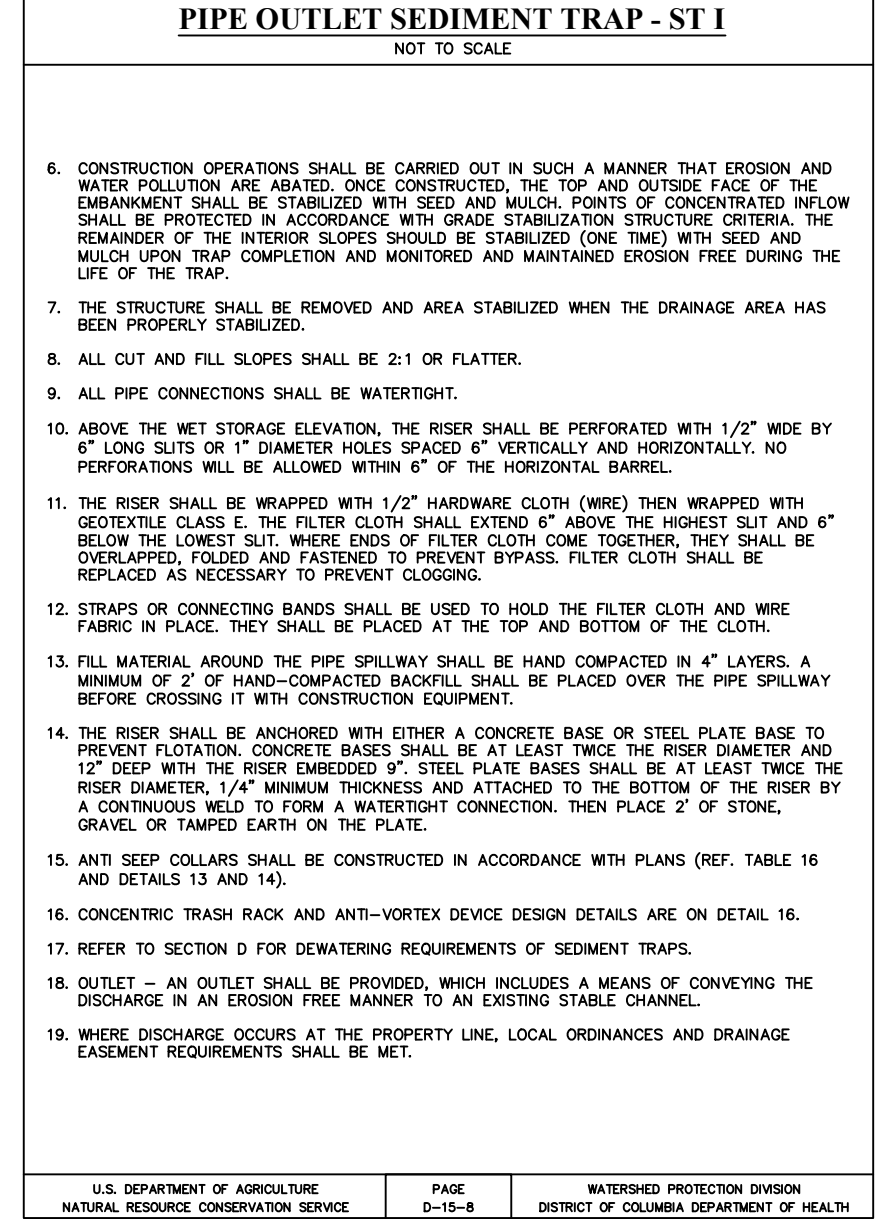
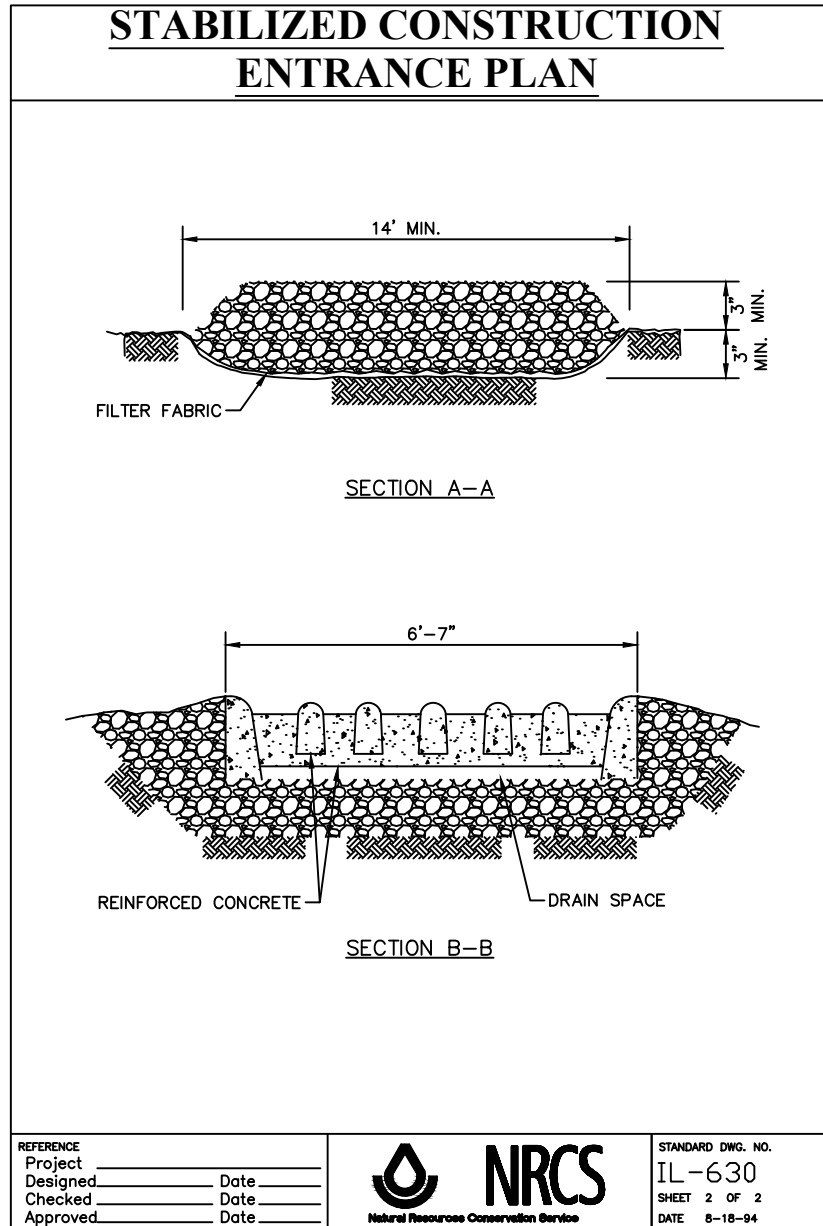
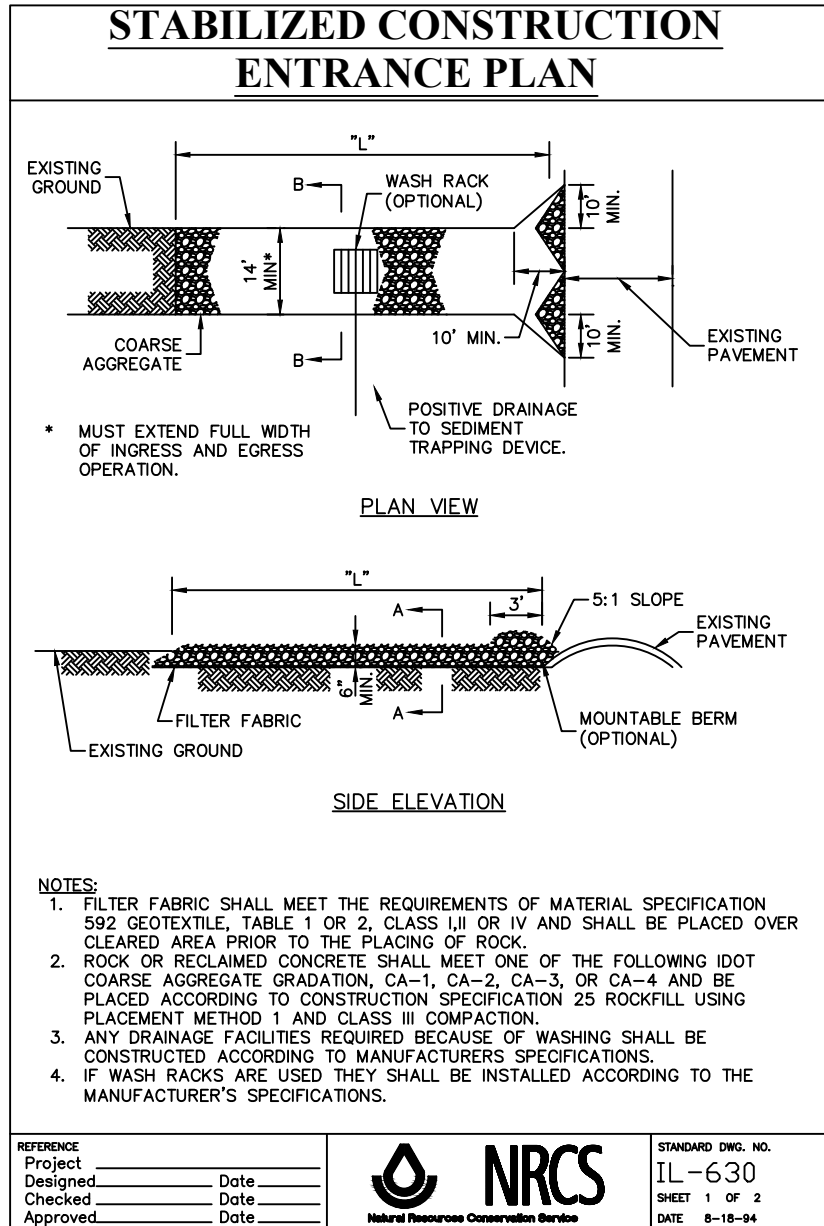
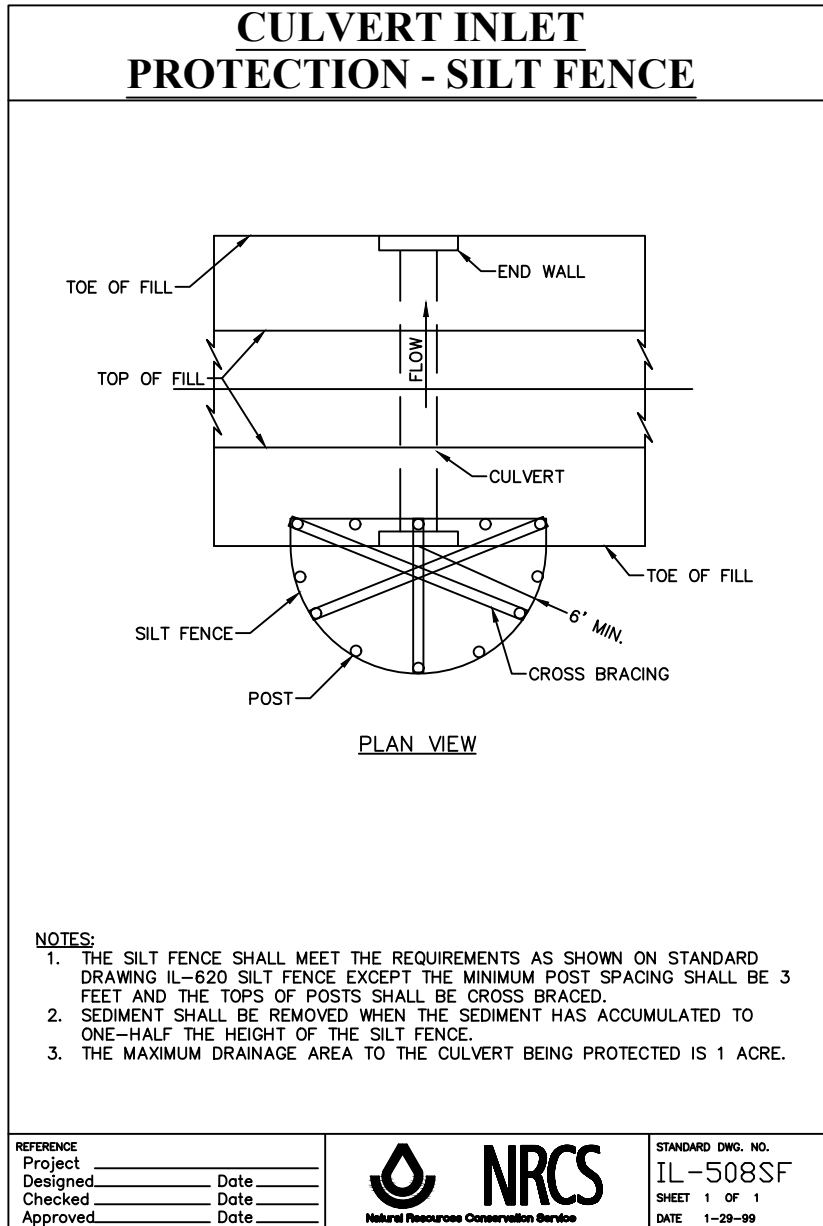
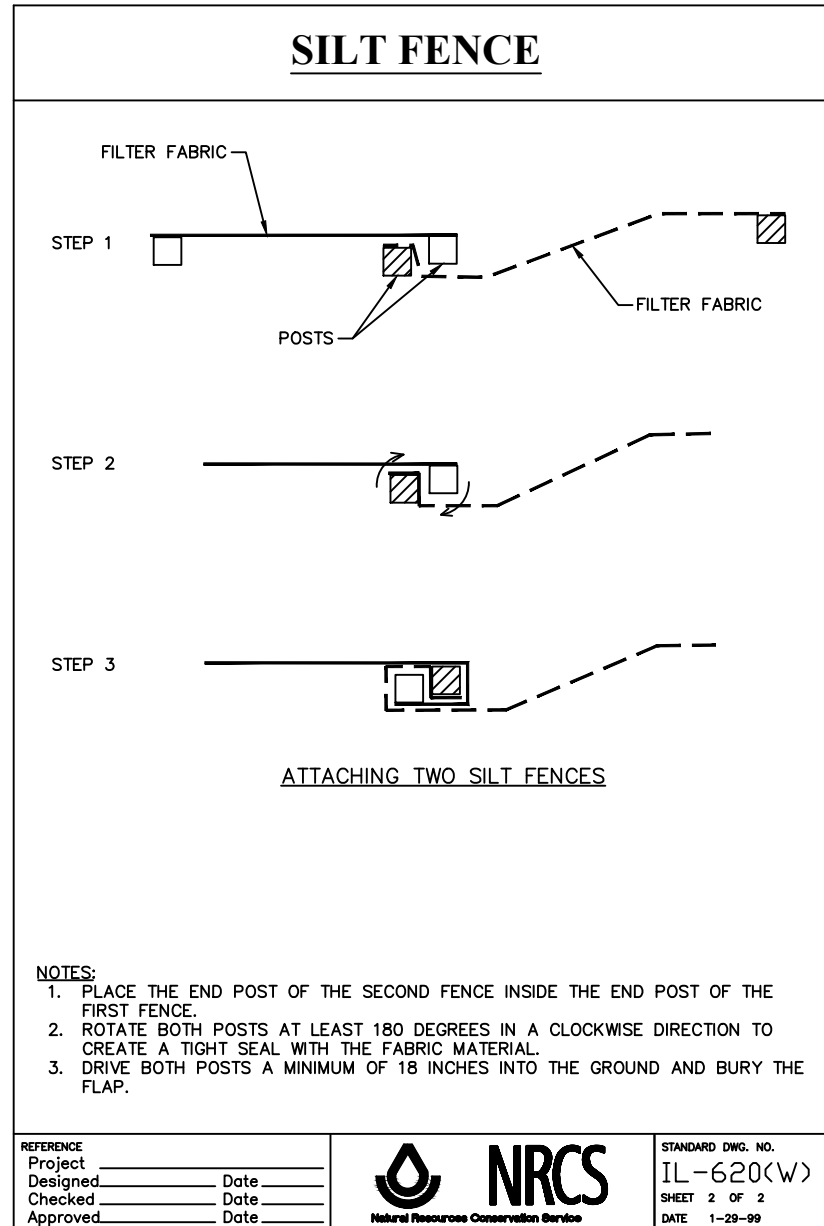
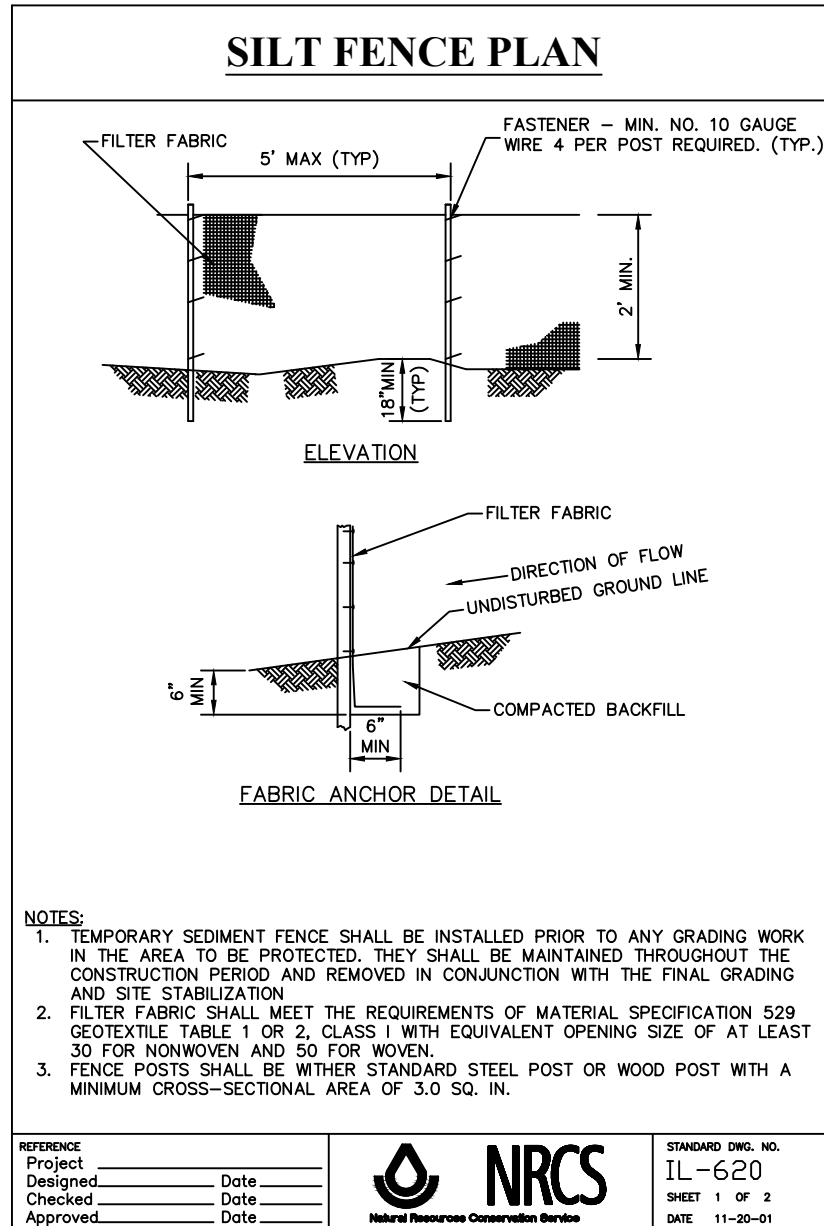
FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
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IL PROF. LIC. NO.: 184-003740



PROJECT INFORMATION
Project No.: 24-0001
Scale: 1" = 30'
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

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OF
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McNAUGHTON DEVELOPMENT
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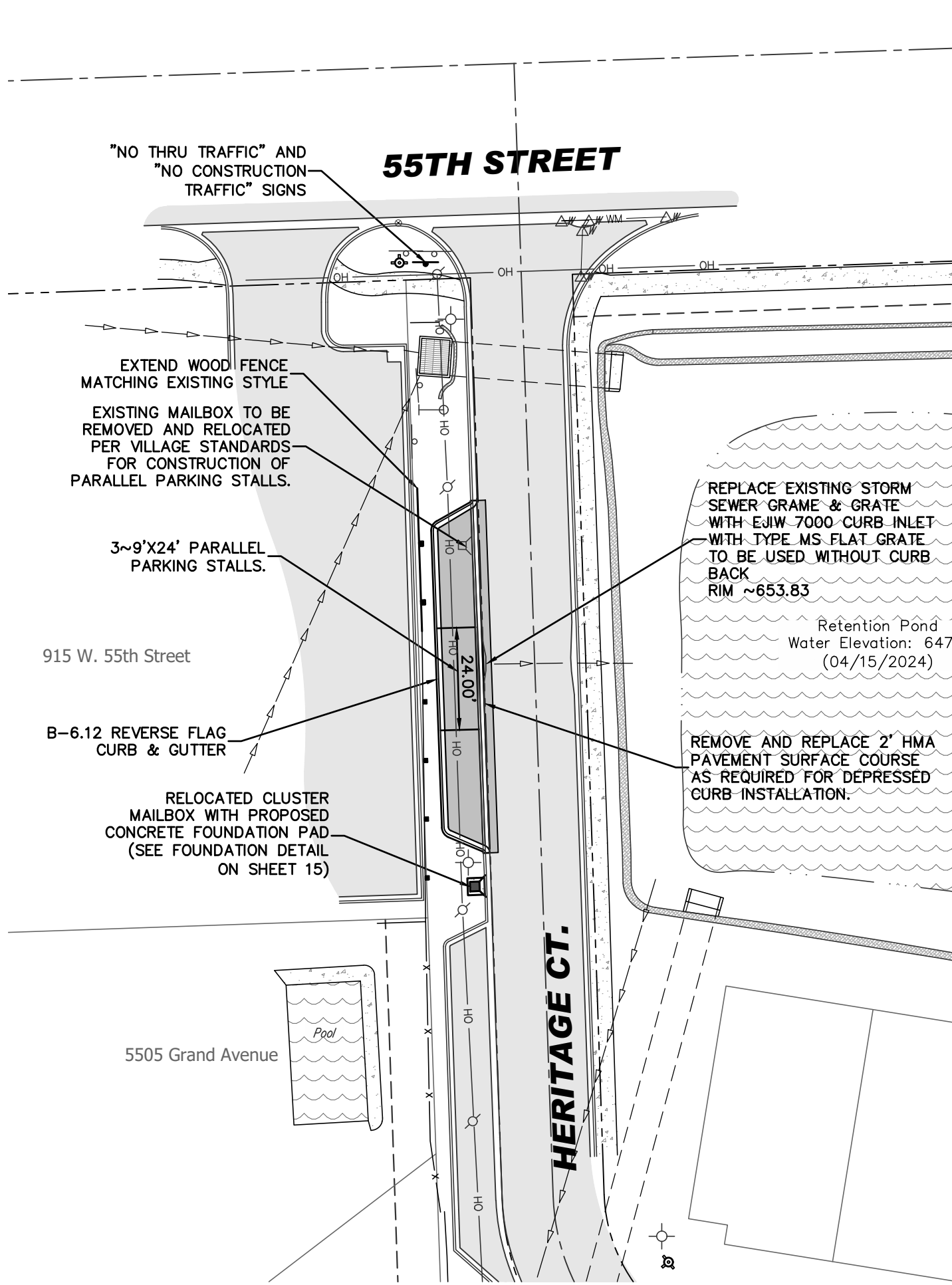
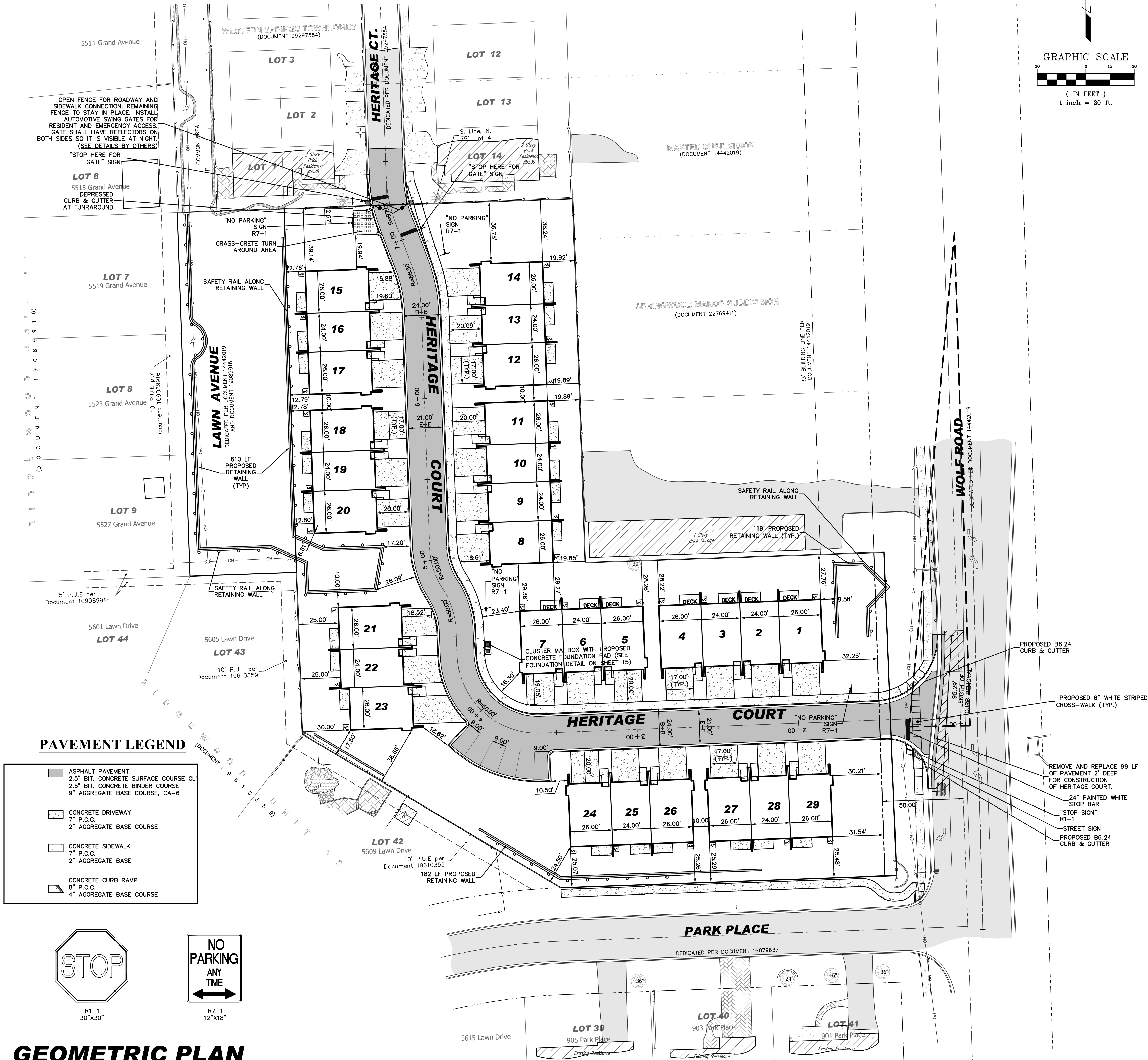
FINAL ENGINEERING PLANS FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

DESIGN/TEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
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6 OF **20**

SOIL EROSION SEDIMENTATION & CONTROL DETAILS



- NOTES:
- ANY ENCROACHMENT INTO EXISTING MAINLINE PAVEMENT FOR CONSTRUCTION OF CURB AND GUTTER SHALL REQUIRE THAT THE PAVEMENT BE MILLED 4 INCHES AND RESURFACED PURSUANT TO IDOT DISTRICT 1 MIX CHART REQUIREMENTS FOR ONE FULL LANE WIDTH AND A MINIMUM LENGTH OF 6 FEET.

SITE DATA

LOT AREA:	105,159 S.F. (2.41 AC)
EXISTING COVERAGE:	
2 STORY BRICK BLDG:	20,030 S.F.
PARKING LOT (INCL. CURB):	45,730 S.F.
CONCRETE WALKS:	1,125 S.F.
LOADING DOCK DRIVE:	1,372 S.F.
ASPHALT WALK:	1,465 S.F.
RIP-RAP SWALES:	3,077 S.F.
TOTAL EXISTING IMPERVIOUS	= 72,799 S.F. (1.67 AC)
PROPOSED:	
HERITAGE COURT (INCL. CURB):	15,902 S.F.
SIDEWALK:	3,530 S.F.
MAILBOX PEDESTALS:	32 S.F.
G.C. TURN AROUND:	207
FOUNDATIONS:	29,549 S.F.
FRONT PORCHES:	290 S.F.
FRONT WALKS & STEPS:	1,888 S.F.
REAR PATIOS:	2,316 S.F.
REAR DECKS:	504 S.F.
DRIVEWAYS:	11,123 S.F.
TOTAL PROPOSED IMPERVIOUS	= 65,541 S.F. (1.50 AC)

REVISIONS		BY
NO.	DATE	DESCRIPTION
1	08-17-24	PER LARRANGE - HIGHLANDS SD
2	08-26-24	PER WESTERN SPRINGS REVIEW
3	10-17-24	PER VILLAGE REVIEW
4	11-04-24	PER CDDOTH REVIEW
5	01-27-25	PER TUNNICK REVIEW
6	03-05-25	PER CULVERT REVIEW
7	03-26-25	PER VILLAGE COMMENT
8	04-08-25	PER VILLAGE COMMENT

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 24-0001
Scale: 1" = 30'
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

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OF
20

GEOMETRIC PLAN

REVIEW SET
NOT FOR CONSTRUCTION

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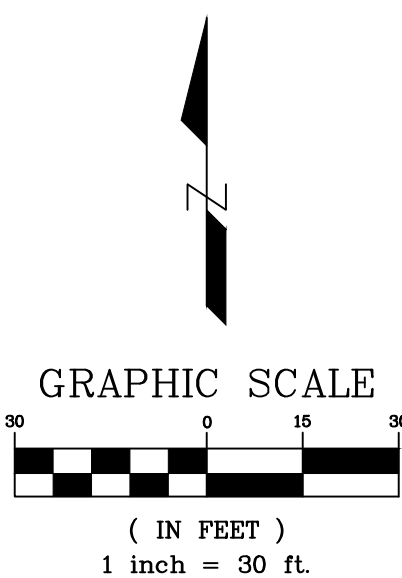
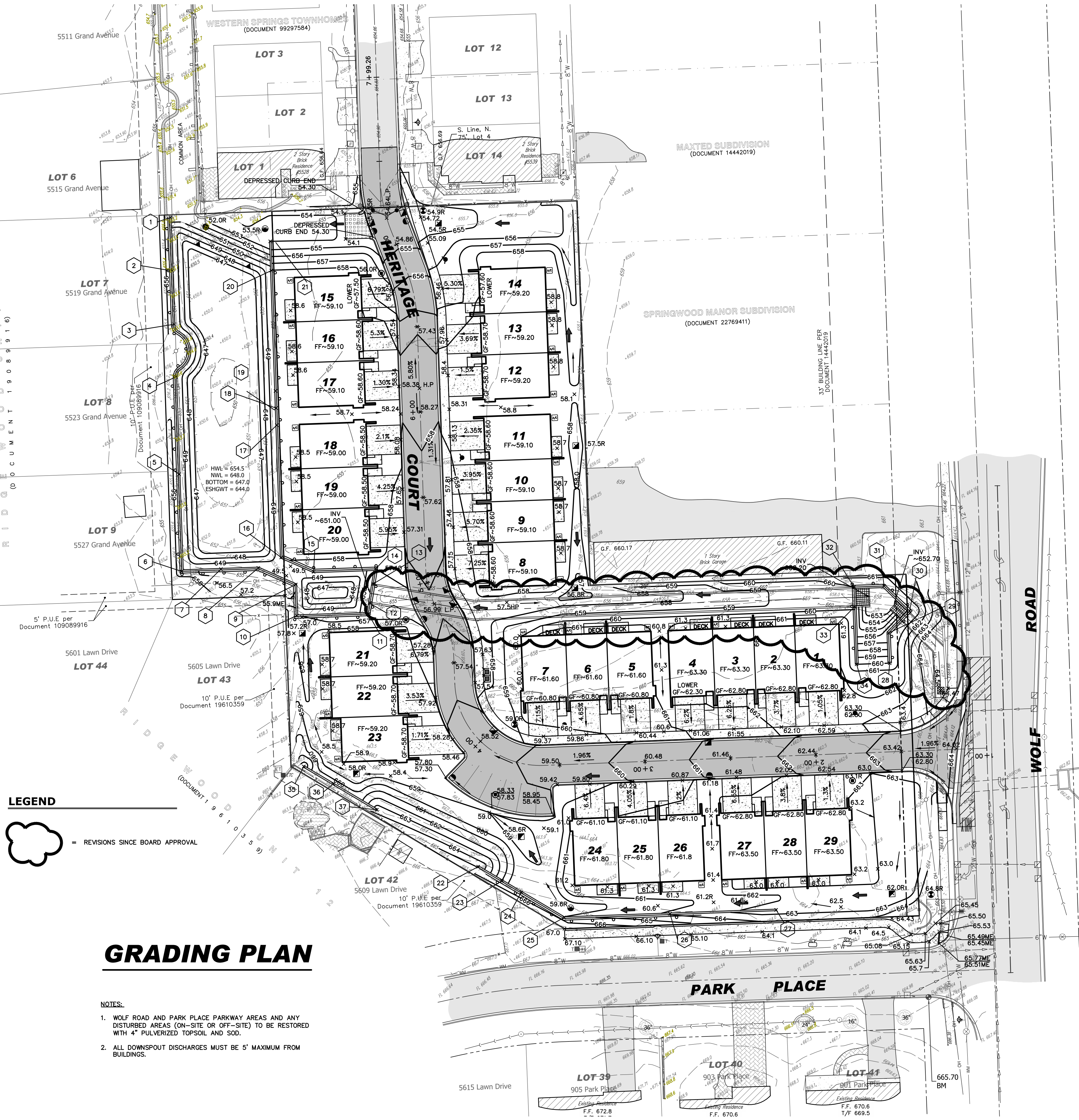
BRIDGEWOOD DRIVE (DOCUMENT 19089916)

LEGEND

 = REVISIONS SINCE BOARD APPROVAL

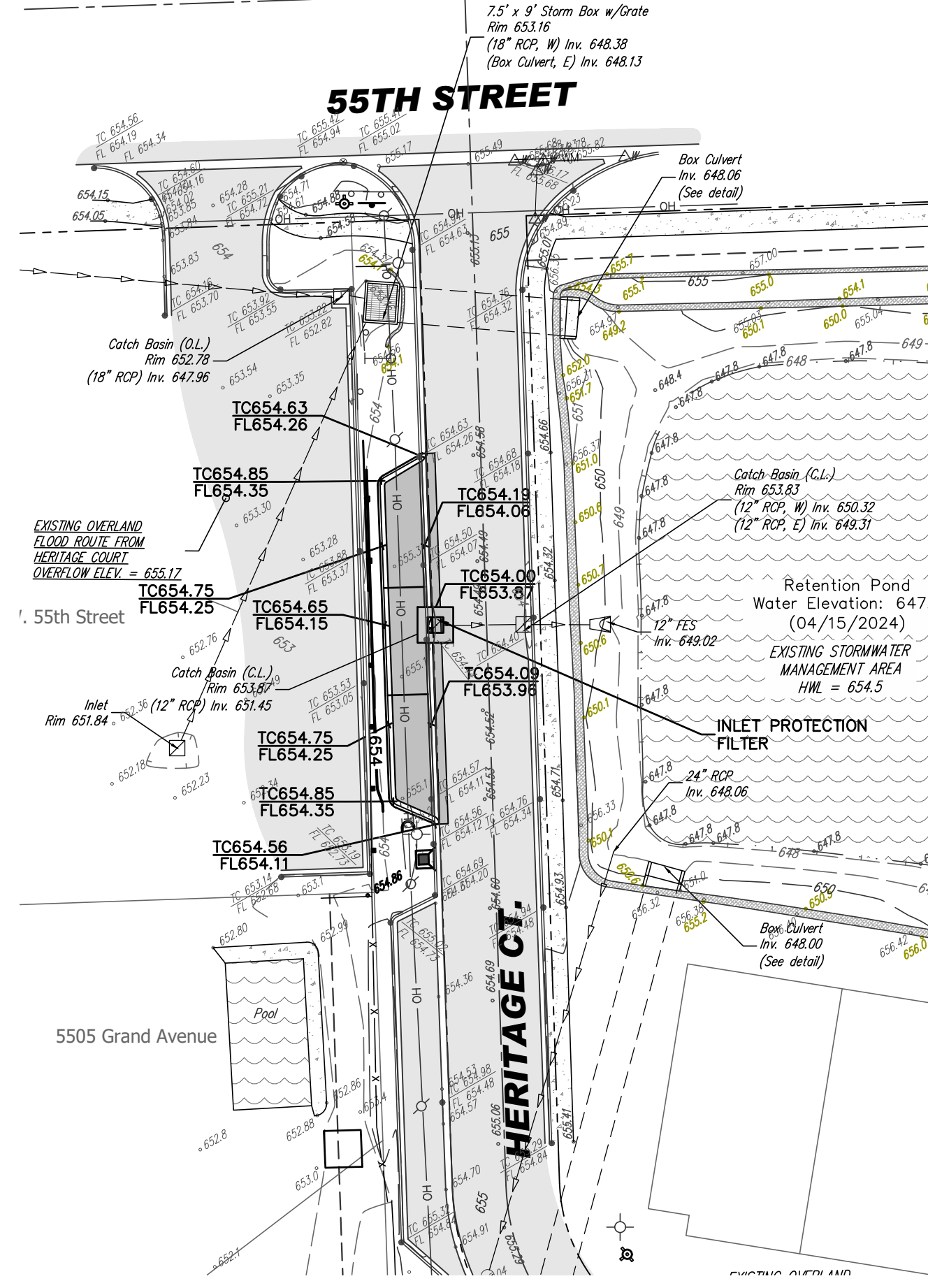
GRADING PLAN

- NOTES:
1. WOLF ROAD AND PARK PLACE PARKWAY AREAS AND ANY DISTURBED AREAS (ON-SITE OR OFF-SITE) TO BE RESTORED WITH 4" PULVERIZED TOPSOIL AND SOD.
 2. ALL DOWNSPOUT DISCHARGES MUST BE 5' MAXIMUM FROM BUILDINGS.

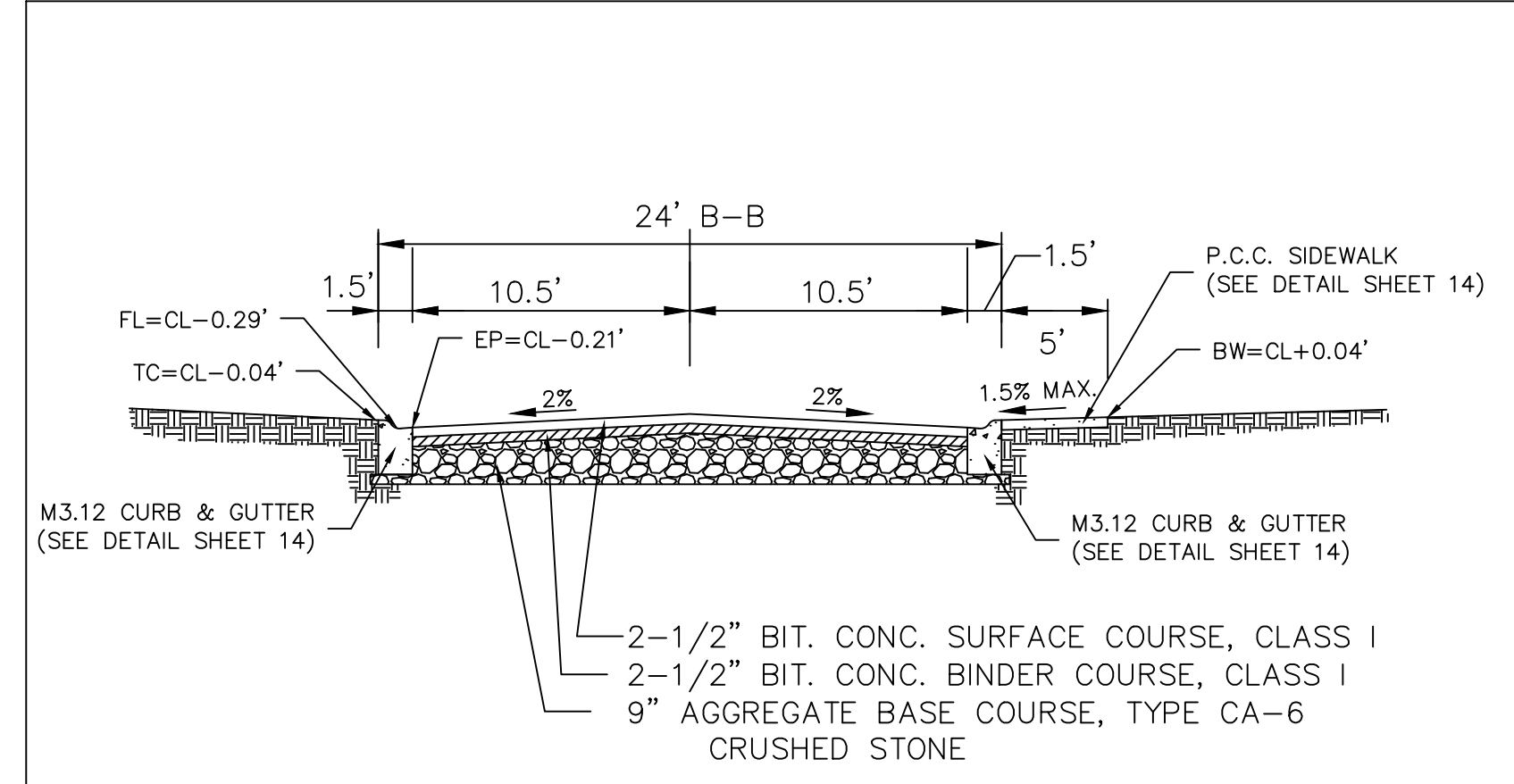


RETAINING WALL

NO.	DATE	REVISIONS	DESCRIPTION
1	08-17-24	BY	SD
2	08-26-24	SD	
3	10-17-24	SD	
4	11-04-24	SD	
5	01-07-25	SD	
6	03-17-25	SD	
7	03-26-25	SD	
8	04-08-25	SD	
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33	04-08-25	SD	
34	04-08-25	SD	
35	04-08-25	SD	
36	04-08-25	SD	
37	04-08-25	SD	



OFFSITE PARKING PLAN



TYPICAL ROADWAY SECTION

REVIEW SET
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BURR RIDGE, ILLINOIS 60527
(630) 325-3400

FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
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(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740



PROJECT INFORMATION

Project No.: 24-0001

Scale: 1" = 30'

Date: MAY 22, 2024

Design By: SDD

Drawn By: DEI

Checked By: SDD

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OF
20

GRADING PLAN

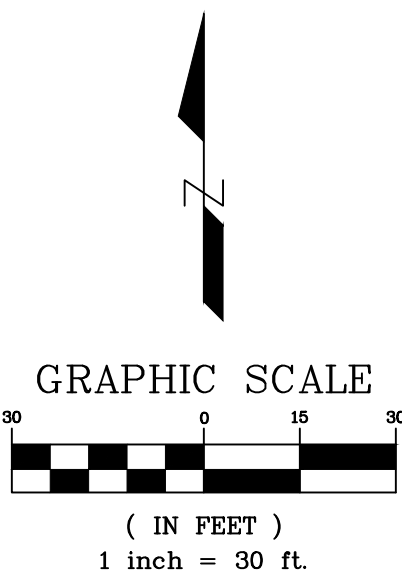
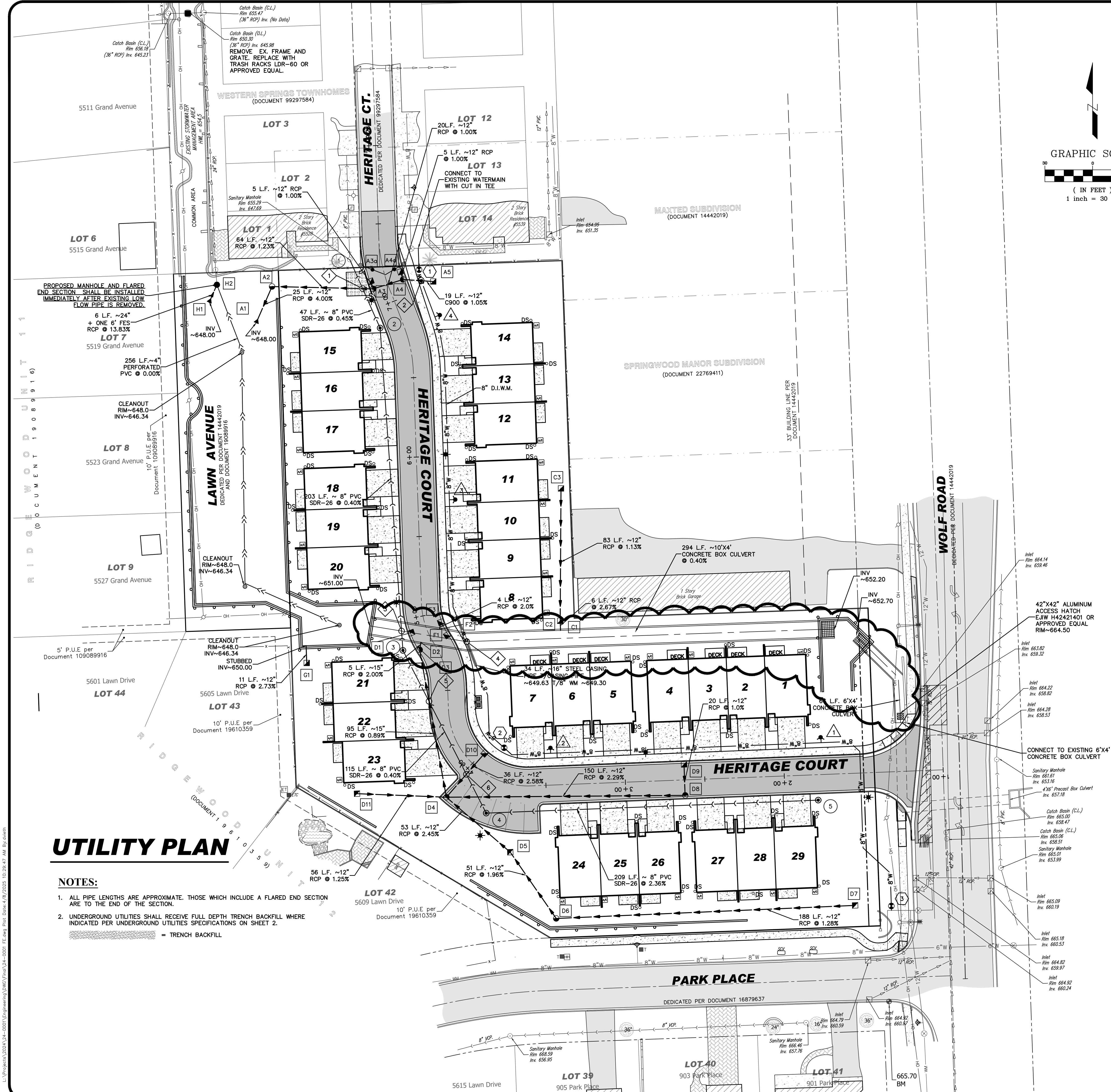
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UTILITY PLAN

NOTES:

- ALL PIPE LENGTHS ARE APPROXIMATE. THOSE WHICH INCLUDE A FLARED END SECTION ARE TO THE END OF THE SECTION.
- UNDERGROUND UTILITIES SHALL RECEIVE FULL DEPTH TRENCH BACKFILL WHERE INDICATED PER UNDERGROUND UTILITIES SPECIFICATIONS ON SHEET 2.

■ TRENCH BACKFILL



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

SANITARY STRUCTURES

- EX. 48" M.H., C.L.
EX. RIM 655.29
PR. INV 647.69
- 48" M.H., C.L.
RIM 656.00
INV 647.90
- 48" M.H., C.L.
RIM 657.00
INV 648.71
- 48" M.H., C.L.
RIM 657.95
INV 649.17
- 48" M.H., C.L.
RIM 663.10
INV 654.10

WATER VALVE VAULTS

- 8" VALVE IN 60" VAULT
RIM 654.90
- 8" VALVE IN 60" VAULT
RIM 659.00
- 8" PRESSURE CONNECTION IN
60" VAULT
RIM 664.80

FIRE HYDRANTS

- FIRE HYDRANT ASSEMBLY
FINISHED GRAD @ FH ~662.80
- FIRE HYDRANT ASSEMBLY
FINISHED GRAD @ FH ~660.10
- FIRE HYDRANT ASSEMBLY
FINISHED GRAD @ FH ~658.10
- FIRE HYDRANT ASSEMBLY
FINISHED GRAD @ FH ~656.00

STORM SEWER STRUCTURES

- | | | | | | |
|-----|---|----|---|-----|--|
| A1 | 12" FES W/ GRATE
INV 648.00 | C1 | CONNECT TO 10'X4' BOX
CULVERT
INV 653.40 (N, 12") | D8 | 48" DIA. M.H., O.L.
RIM 660.93 (FL)
INV 657.73 (N&W, 12") |
| A2 | 48" DIA. M.H., O.L.
RIM 653.50
INV 650.30 (E, 12") | C2 | 24" DIA. INLET
RIM 656.80
INV 649.00 (SW, 12") | D9 | 24" DIA. INLET
RIM 660.93 (FL)
INV 657.93 (S, 12") |
| A3 | 48" DIA. CATCHBASIN, O.L.
RIM 654.37 (FL)
INV 651.09 (W&E, 12") | C3 | 24" DIA. INLET
RIM 657.50
INV 654.50 (S, 12") | D10 | 24" DIA. INLET
RIM 655.23 (FL)
INV 655.23 (S, 12") |
| A3c | 24" DIA. INLET
RIM 654.35 (FL)
INV 651.35 (N, 12") | D1 | 24" DIA. INLET
RIM 656.70 (FL)
T/CONC BOX CULVERT~655.94 | D11 | 24" DIA. INLET
RIM 658.00
INV 655.00 (E, 12") |
| A4 | 48" DIA. M.H., O.L.
RIM 654.35 (FL)
INV 651.29 (N,W&E 12") | D2 | CONNECT TO 10'X4' BOX
CULVERT
INV ~653.10 (S, 15") | F1 | 24" DIA. INLET
RIM 656.75 (FL)
T/CONC BOX CULVERT~656.03 |
| A4c | 24" DIA. INLET
RIM 654.37 (FL)
INV 651.35 (S, 12") | D3 | 60" DIA. M.H., O.L.
RIM 656.75 (FL)
INV 653.20 (NW&SE, 15") | F2 | CONNECT TO 10'X4" BOX
CULVERT
INV 653.10 (N, 12") |
| A5 | 24" DIA. INLET
RIM 651.50 (W, 12") | D4 | 72" DIA. M.H., O.L.
RIM 657.30
INV 654.05 (NW, 15") | F3 | 24" DIA. INLET
RIM 656.69 (FL)
INV 653.18 (S, 12") |
| | | D5 | 24" DIA. INLET
RIM 659.60
INV 655.60 (NW&SE, 12") | G1 | 24" DIA. INLET
RIM 657.20
INV 658.00 (N, 12") |
| | | D6 | 48" DIA. M.H., O.L.
RIM 659.60
INV 656.60 (NW&E, 12") | H1 | 24" FES W/ GRATE
RIM 652.00 |
| | | D7 | 24" DIA. INLET
RIM 662.00
INV 659.00 (W, 12") | H2 | 48" DIA. M.H., C.L.
EX INV 646.34 (N, 24")
PR INV 646.34 (SW, 24") |

STORM SEWER GRATES

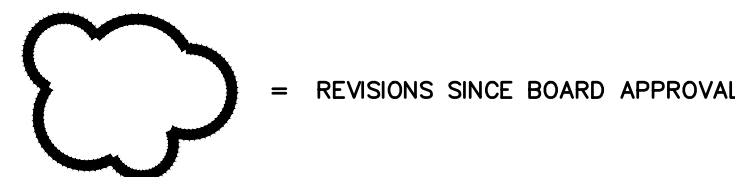
ROADWAY: E/W 7525Z & E/W 7525M
GRASS: E/W 6527
(UNLESS OTHERWISE NOTED ON PLANS)

UTILITY CROSSING INFORMATION

- MAINTAIN 18" MINIMUM VERTICAL SEPARATION BETWEEN WATERMAIN AND STORM/SANITARY SEWERS.
- DEPTHS OF EXISTING WM ARE ASSUMED AND MUST BE FIELD VERIFIED PRIOR TO START OF CONSTRUCTION.
- WHEN THE WM CROSSES BELOW A SEWER, THE SEWER MUST BE CONSTRUCTED WITH WM QUALITY PIPE & JOINTS THAT COMPLY WITH 35 IAC 653.119 OR ELSE EITHER PIPE MUST BE INSTALLED IN A CASING. THE PROTECTION MUST EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WM TO THE SEWER IS AT LEAST 10 FEET. IN ADDITION, THE WM MUST BE LOCATED AT LEAST 18 INCHES BELOW THE SEWER. THIS 18 INCHES IS A STRUCTURAL PROTECTION TO PREVENT THE SEWER FROM SETTLING AND BREAKING THE WM.
- WHEN THE WM CROSSES ABOVE A SEWER AND IT IS NOT 18 INCHES ABOVE THE CROWN OF THE SEWER WHERE THE PIPE CROSSES, THE SEWER MUST BE CONSTRUCTED WITH WM QUALITY PIPE & JOINTS (COMPLIANCE SAME AS ABOVE) OR A CASING PIPE CAN BE INSTALLED AROUND THE WM OR THE SEWER. THE CASING PIPE MUST BE A MATERIAL THAT IS APPROVED FOR USE AS WM. CONCRETE IS NOT AN ACCEPTABLE ENCASEMENT.
- WHEN THE ENCASEMENT OPTION IS USED, IT SHALL BE ONE CONTINUAL SECTION (NO JOINTS).

ID	BOTTOM OF PIPE	TOP OF PIPE	VERTICAL SEPARATION	CROSSING INFO.
1	650.83	648.47	2.36'	STORM OVER SANITARY
2	651.24	649.18	2.06'	STORM OVER WATERMAIN (STORM SEWER TO BE C900 PIPE)
3	650.25	649.40	0.85'	STORM OVER SANITARY
4	650.42	648.92	1.50'	STORM OVER WATERMAIN (LOWER AND ENCASE WATERMAIN)
5	653.39	649.55	3.84'	STORM OVER SANITARY
6	654.58	649.75	4.83'	STORM OVER SANITARY
7	654.76	649.83	4.93'	STORM OVER SANITARY

LEGEND



= REVISIONS SINCE BOARD APPROVAL

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS		BY	
NO.	DATE	DESCRIPTION	BY
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5	01-07-25	PER VILLAGE REVIEW	SD
6	03-17-25	PER VILLAGE REVIEW	SD
7	03-17-25	PER VILLAGE REVIEW	SD
8	03-26-25	PER VILLAGE COMMENT	SD
9	04-08-25	PER VILLAGE COMMENT	SD

McNAUGHTON DEVELOPMENT	
11S220 JACKSON ST. Ste. 101	
BURR RIDGE, ILLINOIS 60527	
(630) 325-3400	

FINAL ENGINEERING PLANS	
FOR	
HERITAGE CROSSING	
5600 SOUTH WOLF ROAD	
WESTERN SPRINGS, ILLINOIS	

DESIGNTEK ENGINEERING, INC.	
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING	
9930 W. 190TH STREET, SUITE L	
MOKENA, ILLINOIS 60448	
(708) 326-4961	
FAX: (708) 326-4962	
IL PROF. LIC. NO.: 184-003740	

PROJECT INFORMATION	
Project No.: 24-0001	
Scale: 1" = 30'	
Date: MAY 22, 2024	
Design By: SDD	
Drawn By: DEI	
Checked By: SDD	

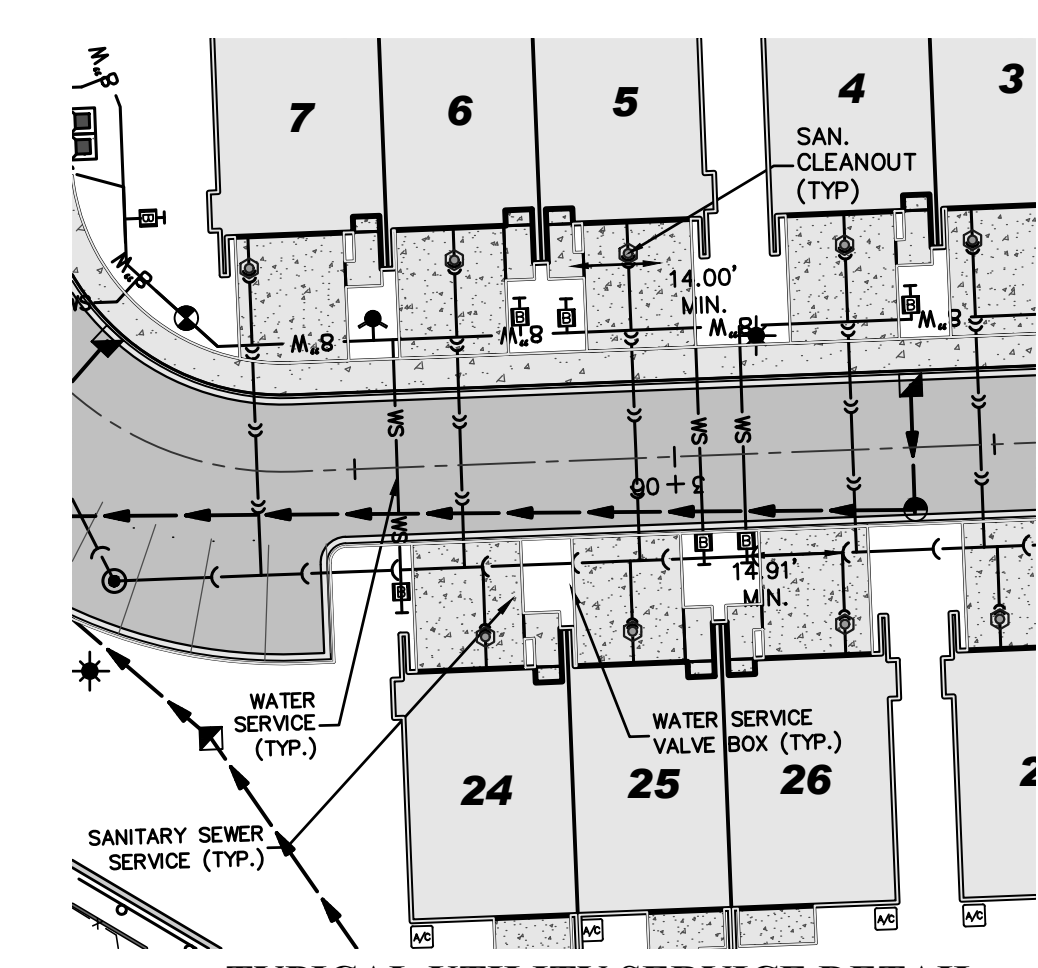
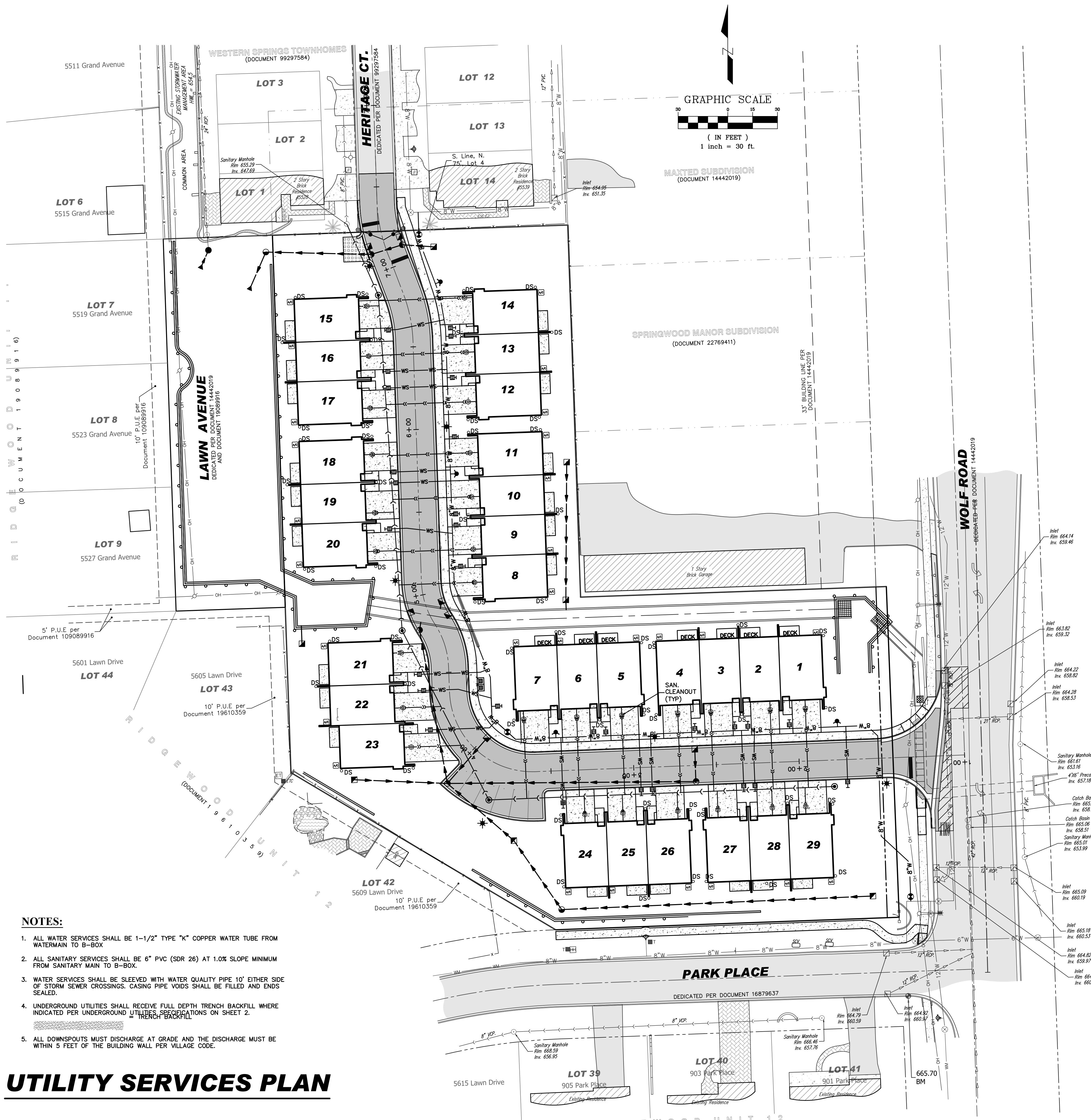
9	OF	20
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UTILITY PLAN

NOTES:

- ALL WATER SERVICES SHALL BE 1-1/2" TYPE "K" COPPER WATER TUBE FROM WATERMAIN TO B-BOX.
- ALL SANITARY SERVICES SHALL BE 6" PVC (SDR 26) AT 1.0% SLOPE MINIMUM FROM SANITARY MAIN TO B-BOX.
- WATER SERVICES SHALL BE SLEEVED WITH WATER QUALITY PIPE 10' EITHER SIDE OF STORM SEWER CROSSINGS. CASING PIPE VOIDS SHALL BE FILLED AND ENDS SEALED.
- UNDERGROUND UTILITIES SHALL RECEIVE FULL DEPTH TRENCH BACKFILL WHERE INDICATED PER UNDERGROUND UTILITIES SPECIFICATIONS ON SHEET 2.
= TRENCH BACKFILL
- ALL DOWNSPOUTS MUST DISCHARGE AT GRADE AND THE DISCHARGE MUST BE WITHIN 5 FEET OF THE BUILDING WALL PER VILLAGE CODE.

UTILITY SERVICES PLAN



REVIEW SET
NOT FOR
CONSTRUCTION

REVISIONS	
NO.	DATE
1	08-17-24
2	08-26-24
3	10-17-24
4	11-04-24
5	01-17-25
6	03-17-25
7	03-17-25
8	03-26-25
9	04-08-25

DESCRIPTION	BY
PER LARRANCE - HIGHLANDS SD	DMV
PER WESTERN SPRINGS REVIEW	SDD
PER VILLAGE REVIEW	DMV
PER CDDH REVIEW	DMV
PER TOWN OF BURR RIDGE REVIEW	DMV
PER CULVERT REVISION	DMV
PER VILLAGE COMMENT	DMV

McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
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FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

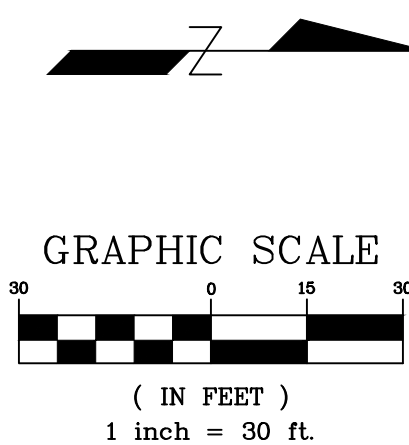
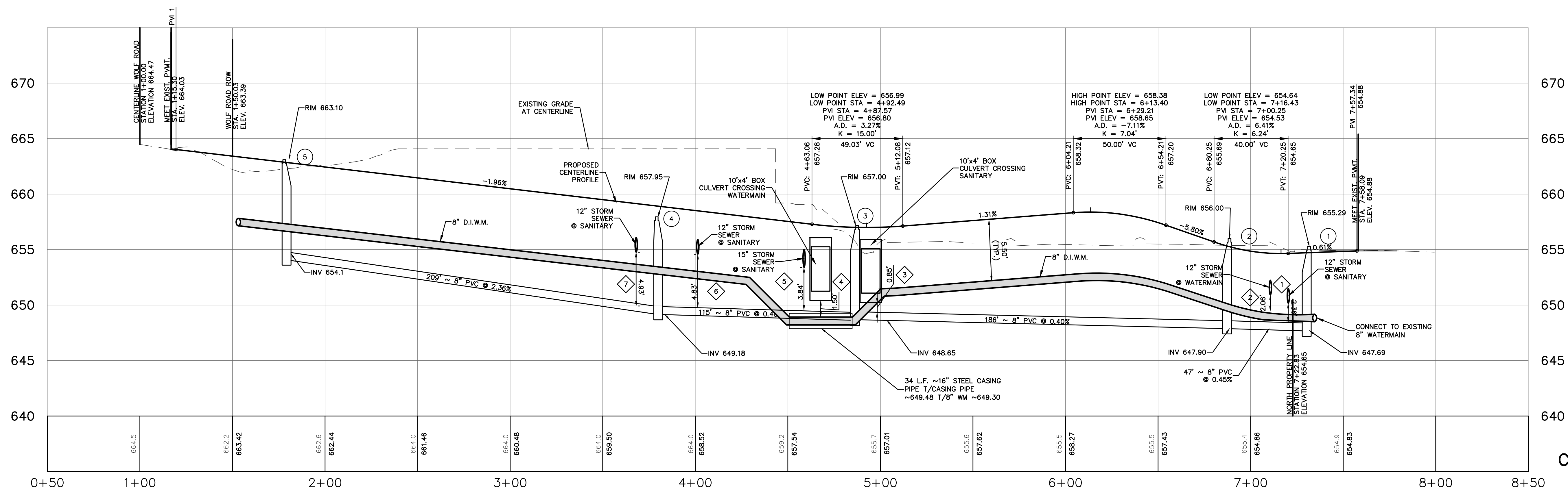
DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 24-0001
Scale: 1" = 30'
Date: MAY 22 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

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UTILITY SERVICES PLAN

HERITAGE COURT
STATION: 0+50.00 TO 8+50.00



REVISIONS			BY
NO.	DATE	DESCRIPTION	
1	06-17-24	PER LAGRANGE, HIGHLANDS SD	DNV
2	06-26-24	PER WESTERN SPRINGS REVIEW	SD
3	10-17-24	PER VILLAGE REVIEW	SDD
4	11-04-24	PER CORDOTH REVIEW	DMV
5	12-12-24	PER VILLAGE REVIEW	DMV
6	01-27-25	PER REVISED GEOMETRY	DMV
7	03-17-25	PER CULVERT REVIEW	DMV
8	03-26-25	PER VILLAGE COMMENT	DMV
9	04-08-25	PER VILLAGE COMMENT	DMV

McNAUGHTON DEVELOPMENT
115220 JACKSON ST. Ste. 101
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**FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS**

DESIGNTEK ENGINEERING, INC.
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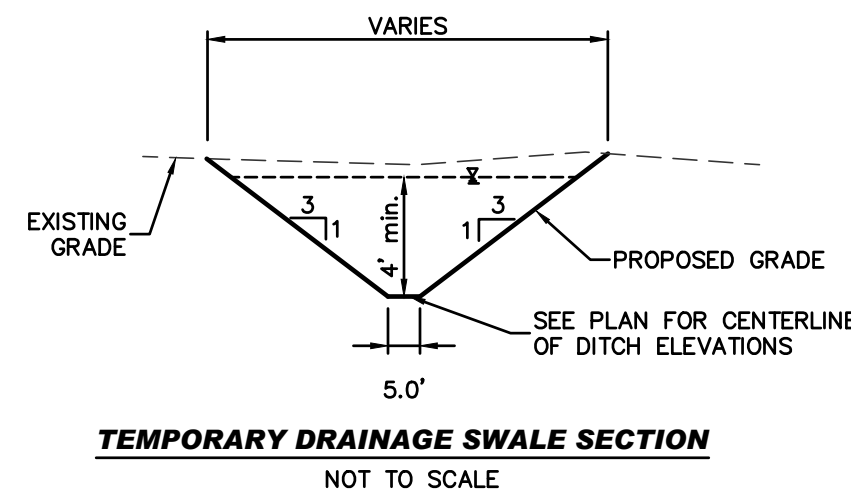
II PROF I C NO : 184 - 003740



PROJECT INFORMATION
Project No.: 24-0001
Scale: AS SHOWN
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

11
OF
20

HERITAGE COURT PLAN & PROFILE 1+00 TO 8+50



REVIEW SET
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DESIGNTEK ENGINEERING, INC.
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING
9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
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IL PROF. LIC. NO.: 184-003740



FINAL ENGINEERING PLANS
FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

McNAUGHTON DEVELOPMENT
115220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
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REVISIONS

NO.	DATE	DESCRIPTION	BY
1	08-17-24	PER LAGRANGE - HIGHLANDS SD	DNV
2	08-26-24	PER WESTERN SPRINGS REVIEW	SDD
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4	11-19-24	PER CULVERT REVIEW	DNV
5	12-19-24	PER CULVERT REVIEW	DNV
6	01-27-25	PER REVISED GEOMETRY	DNV
7	03-17-25	PER CULVERT REVIEW	DNV
8	03-26-25	PER VILLAGE COMMENT	DNV
9	04-01-25	PER VILLAGE COMMENT	DNV

PROJECT INFORMATION

Project No.: 24-0001

Scale: 1" = 30'

Date: MAY 22, 2024

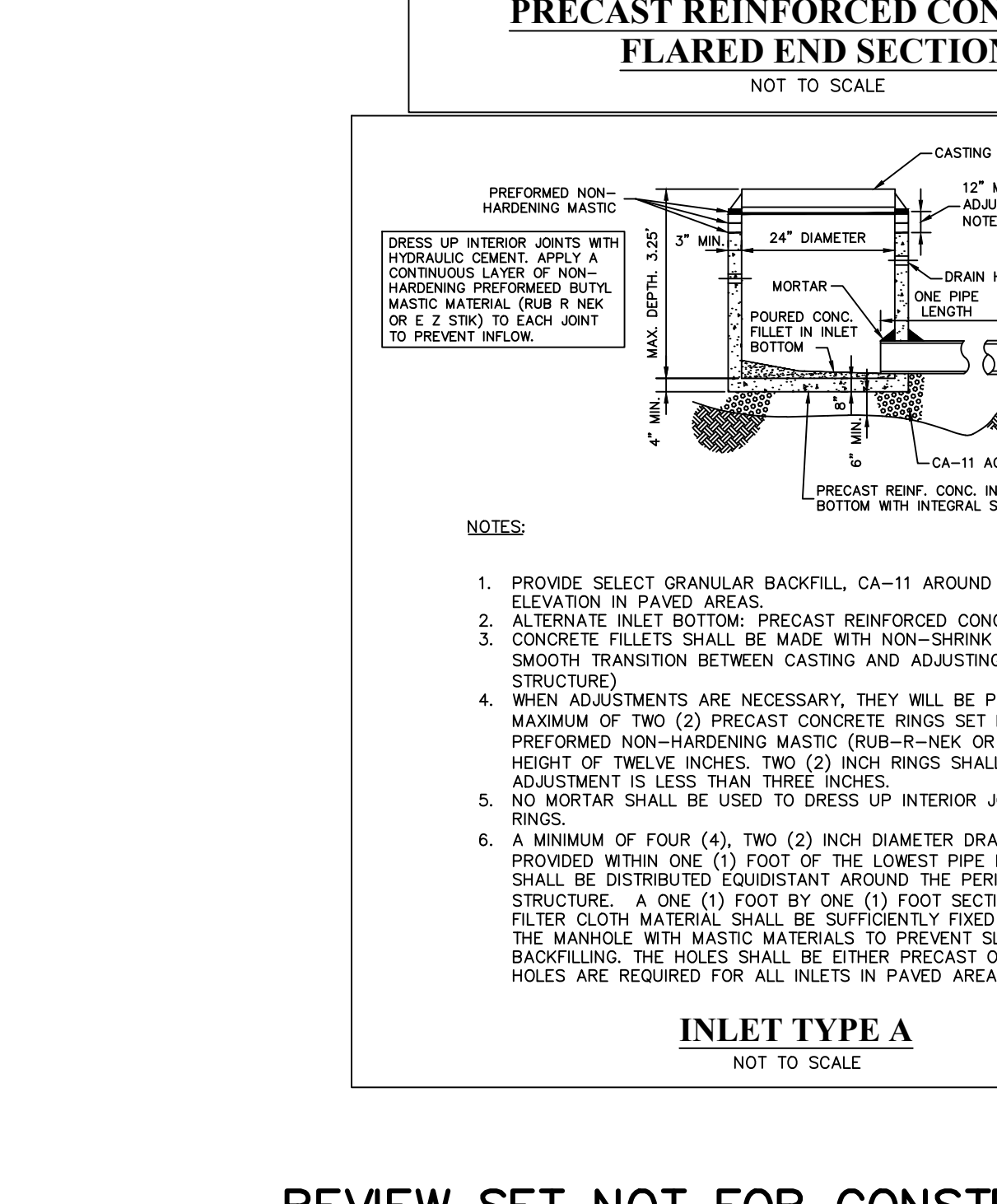
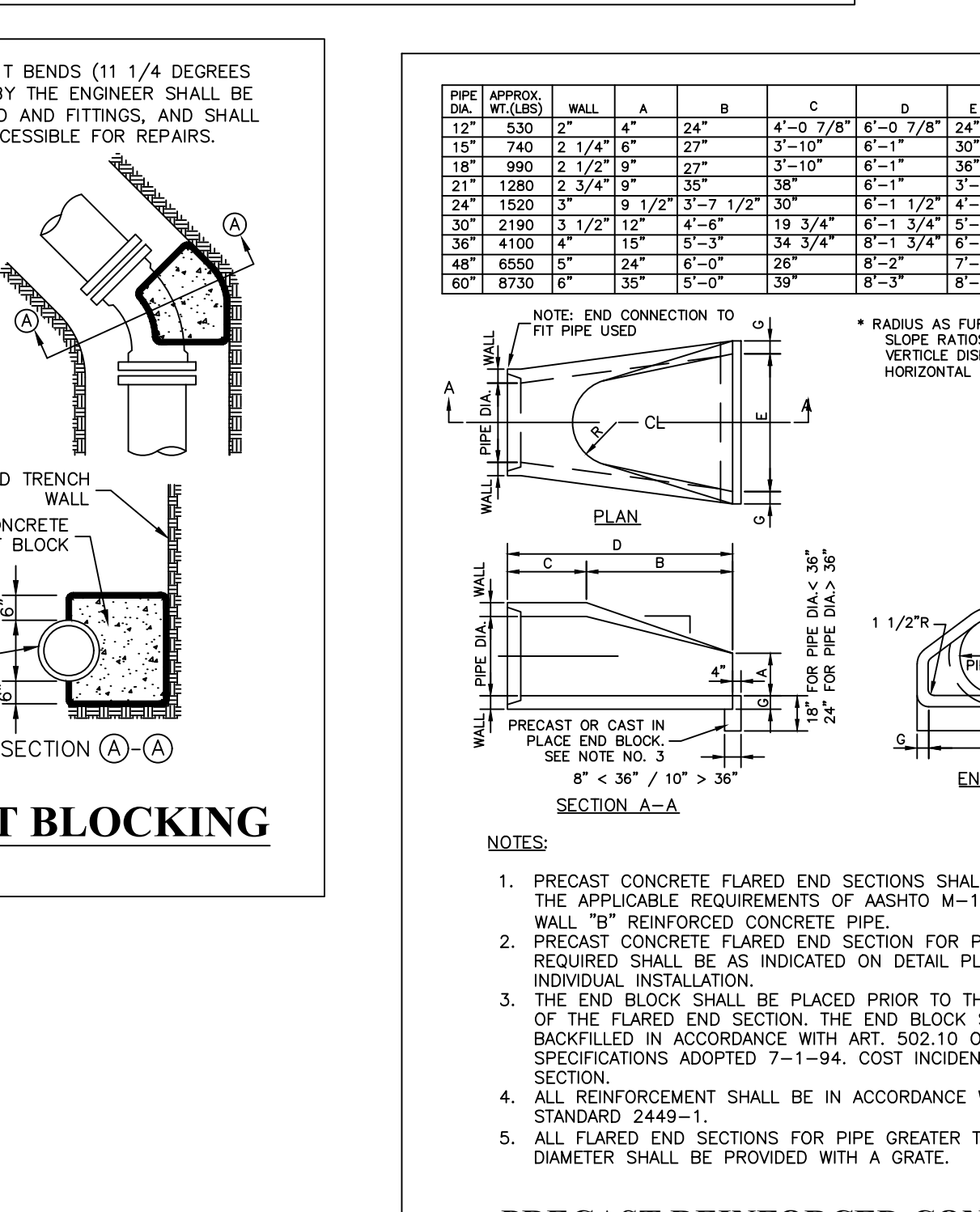
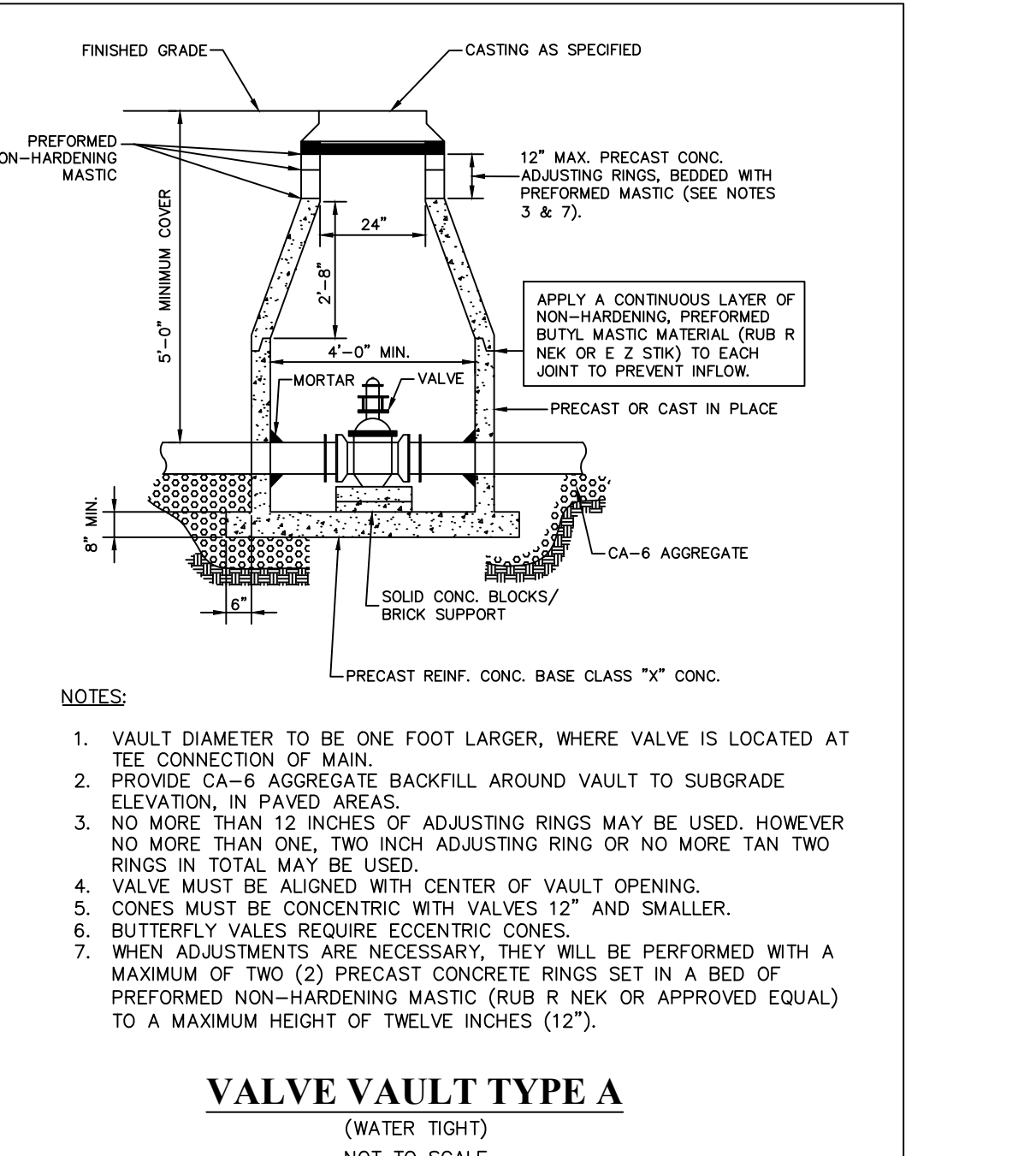
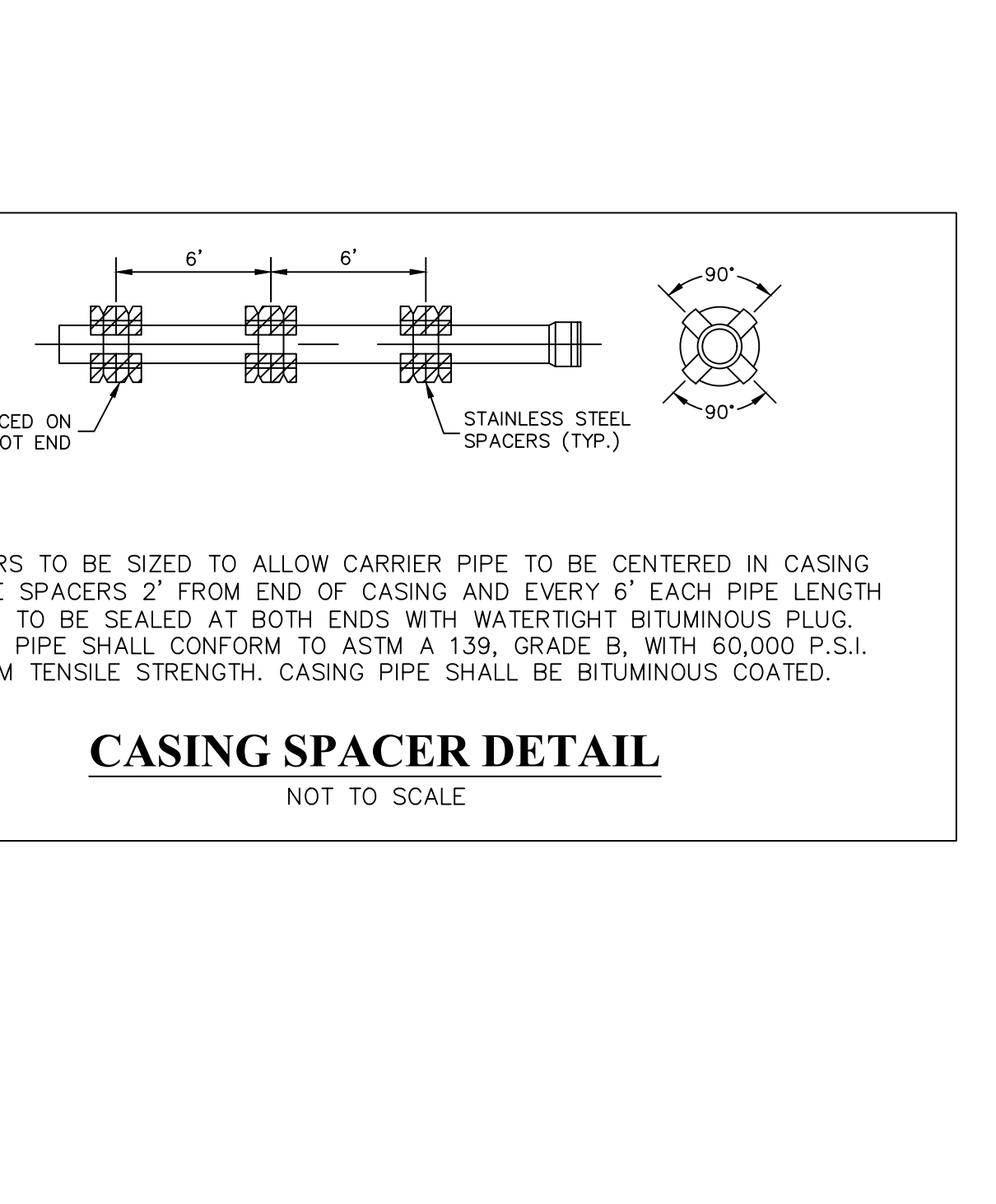
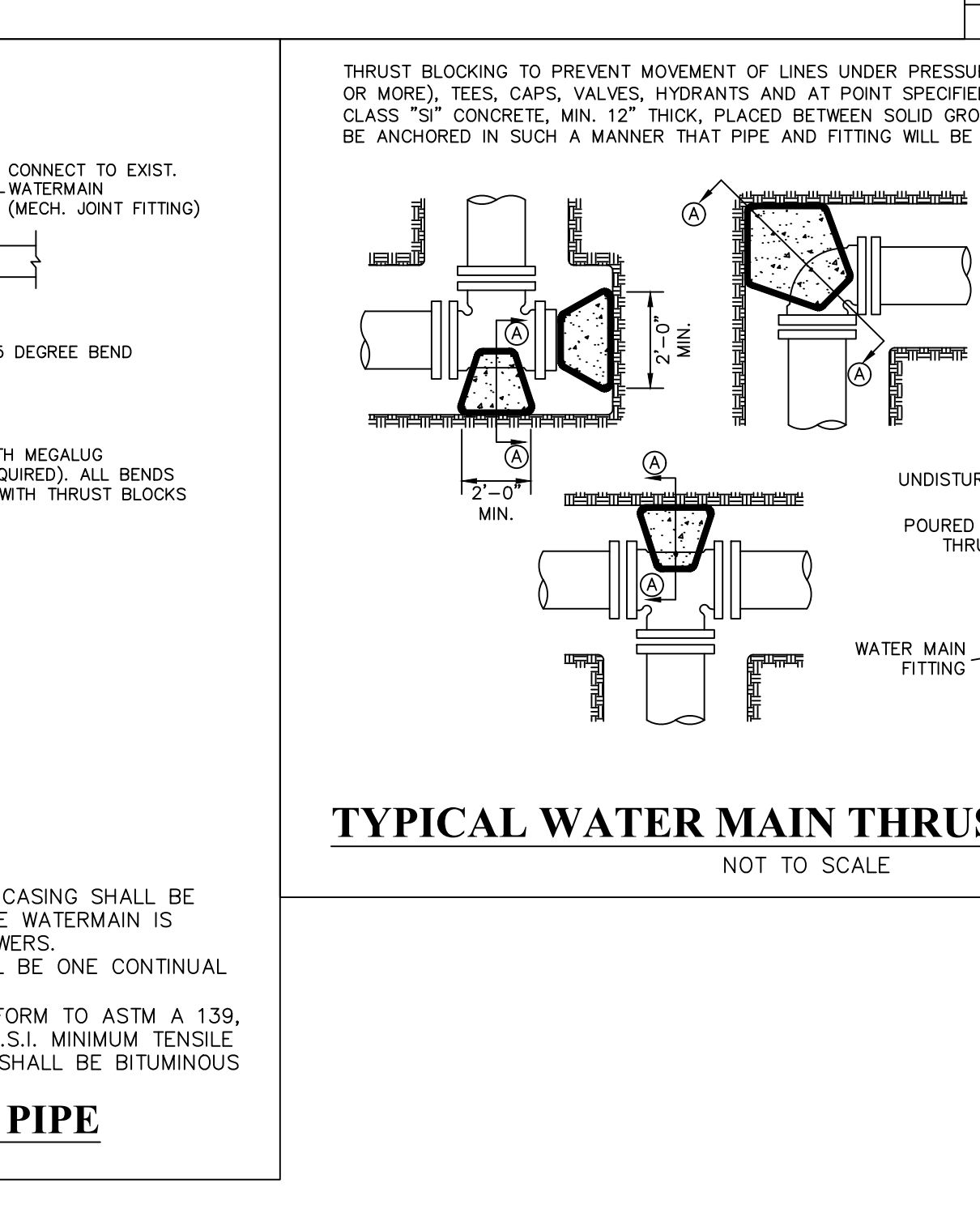
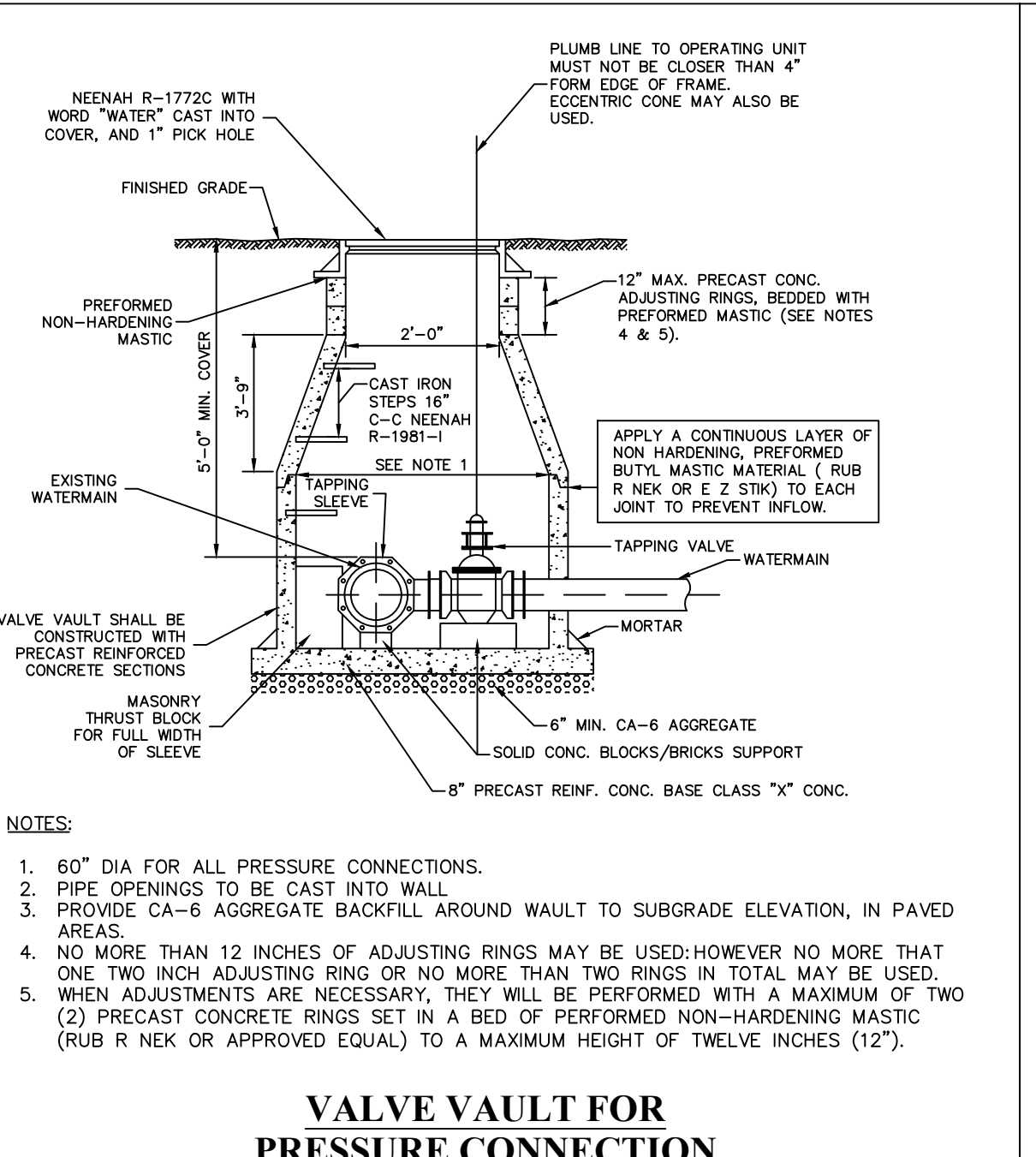
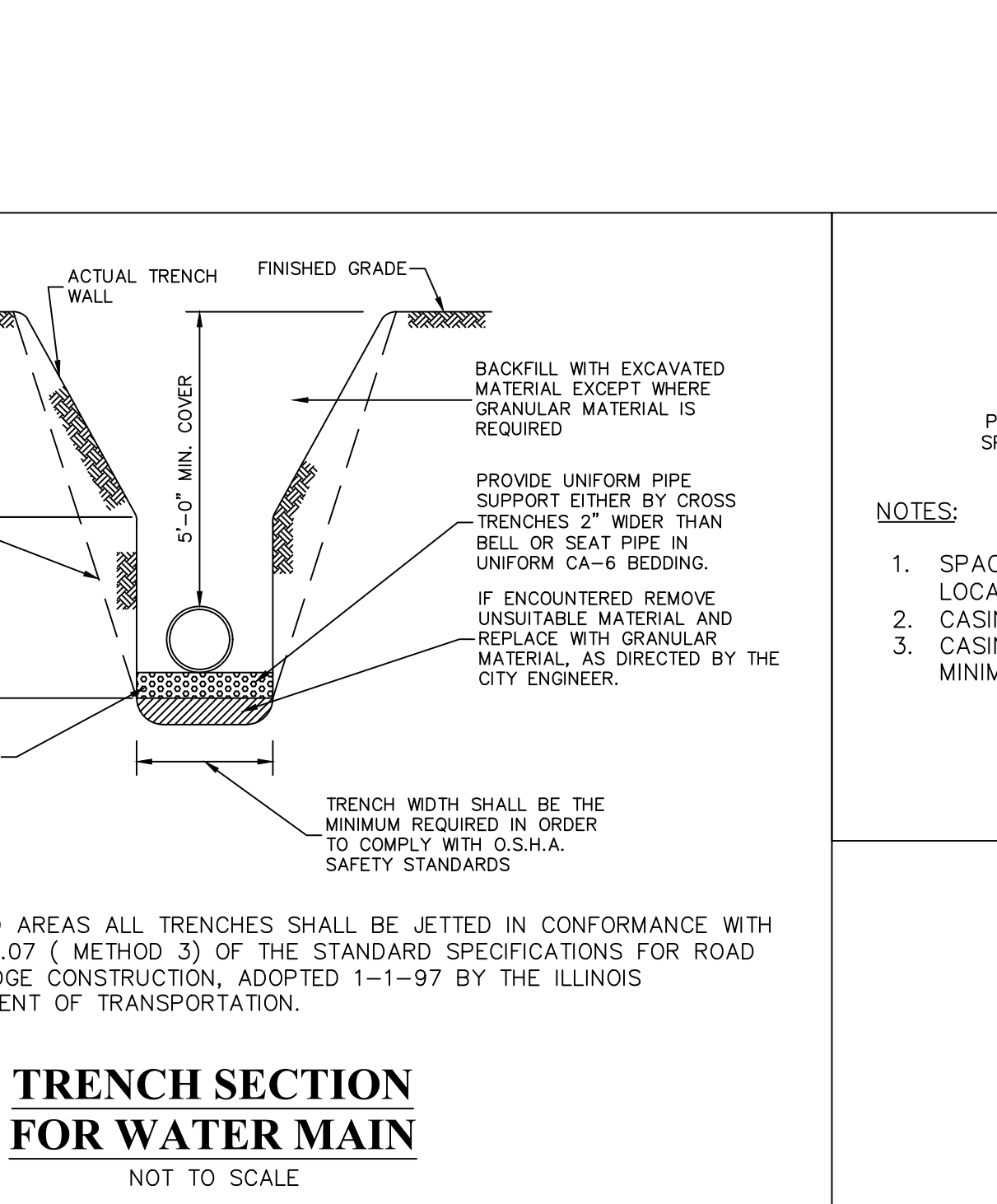
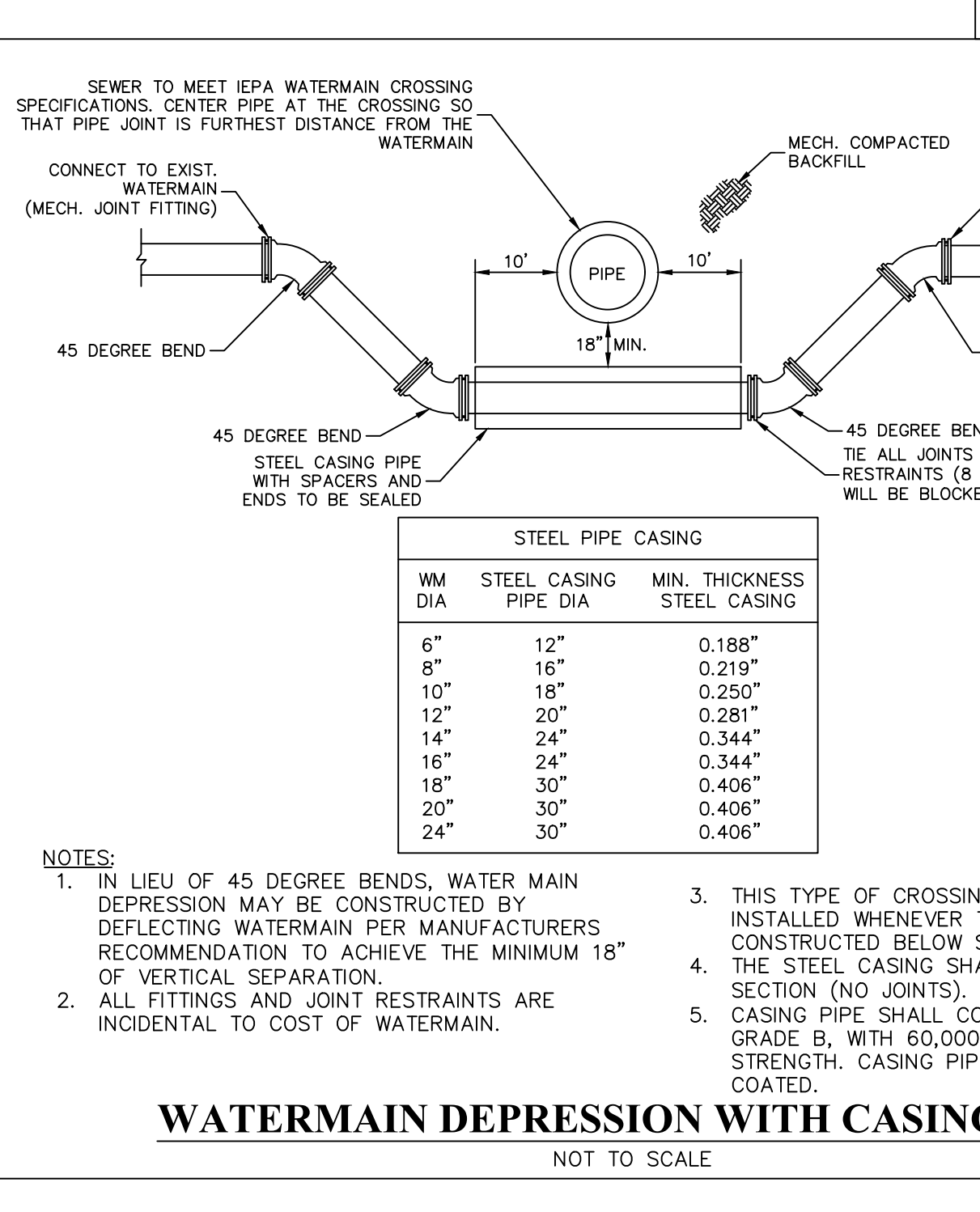
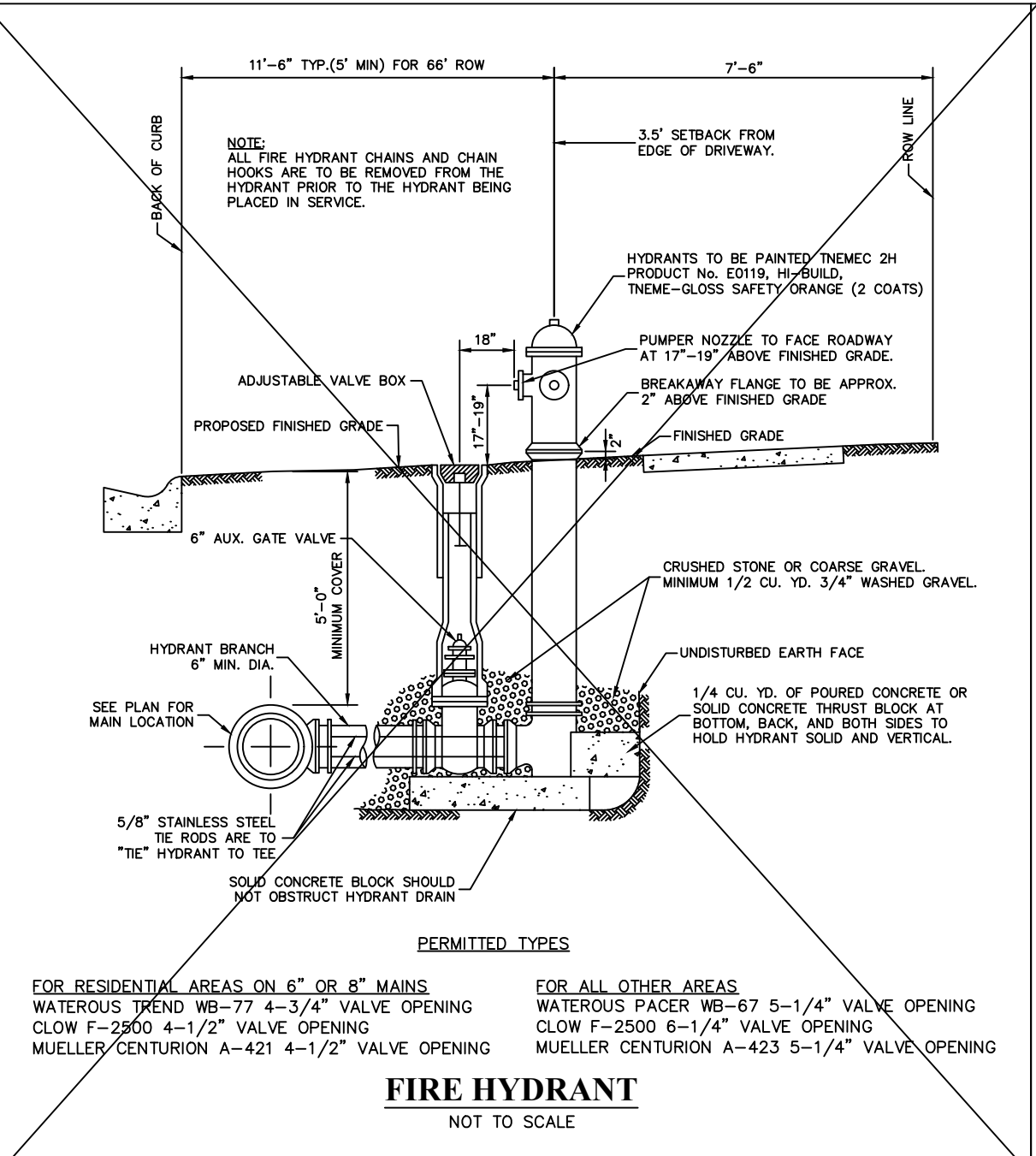
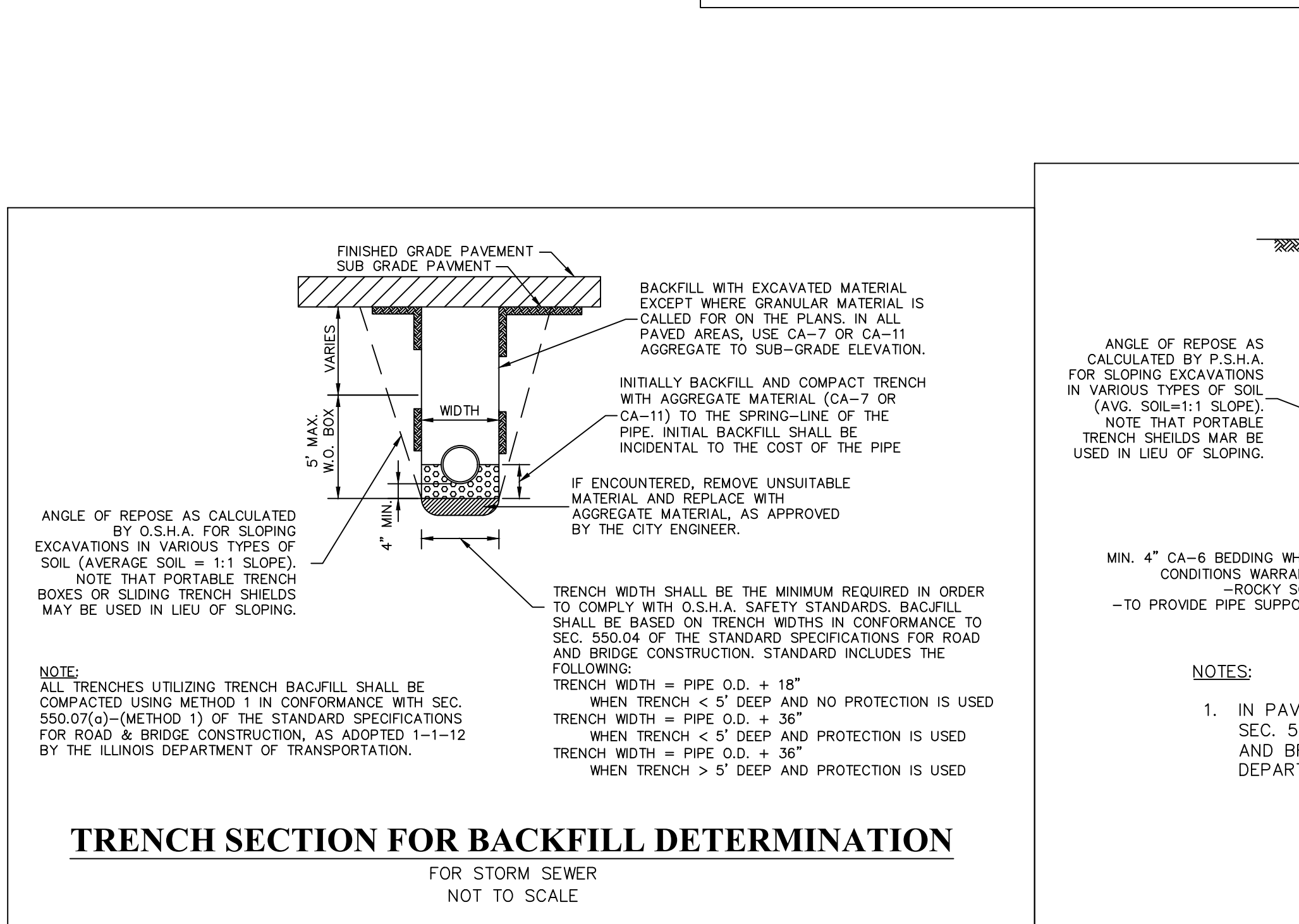
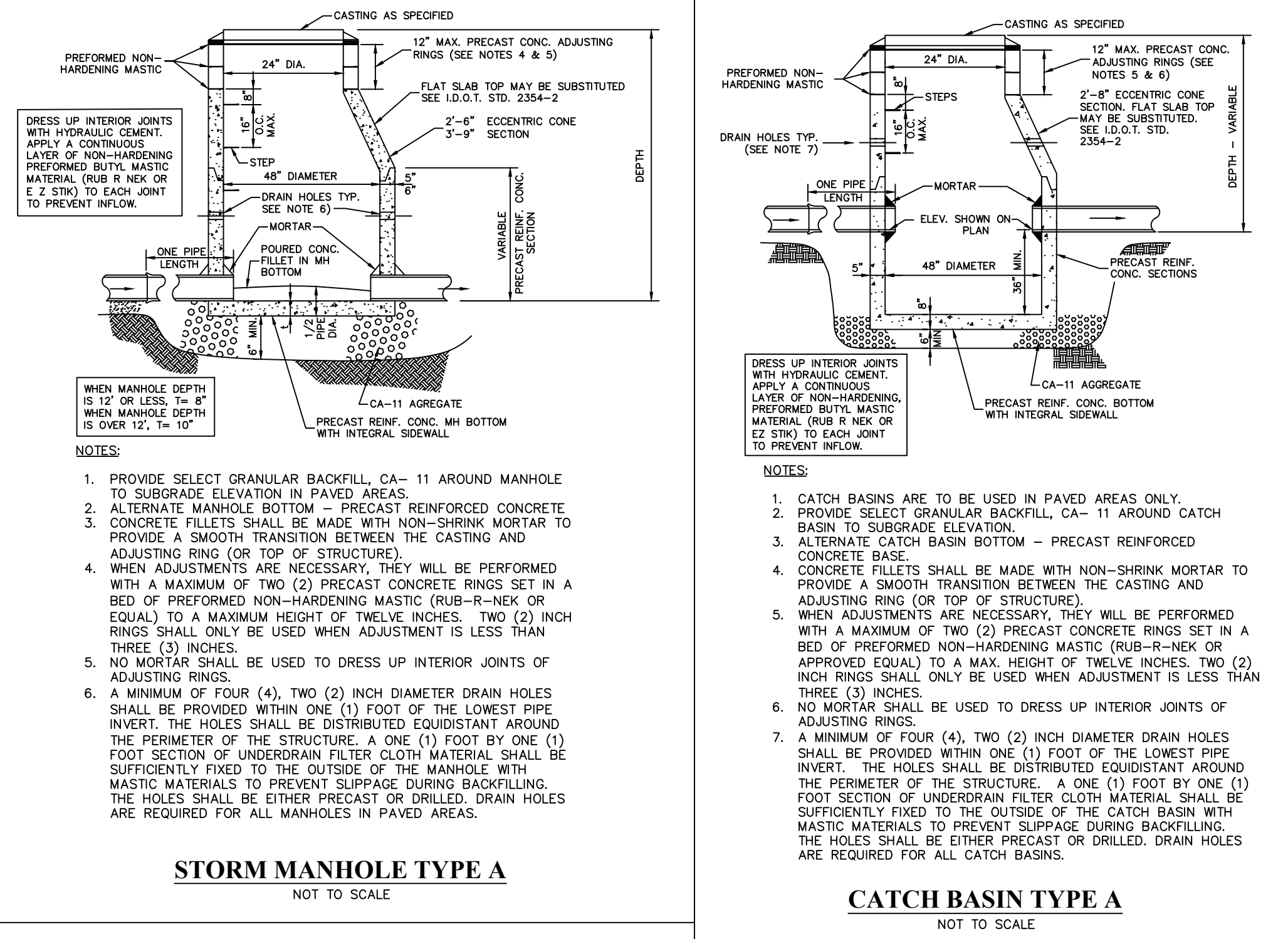
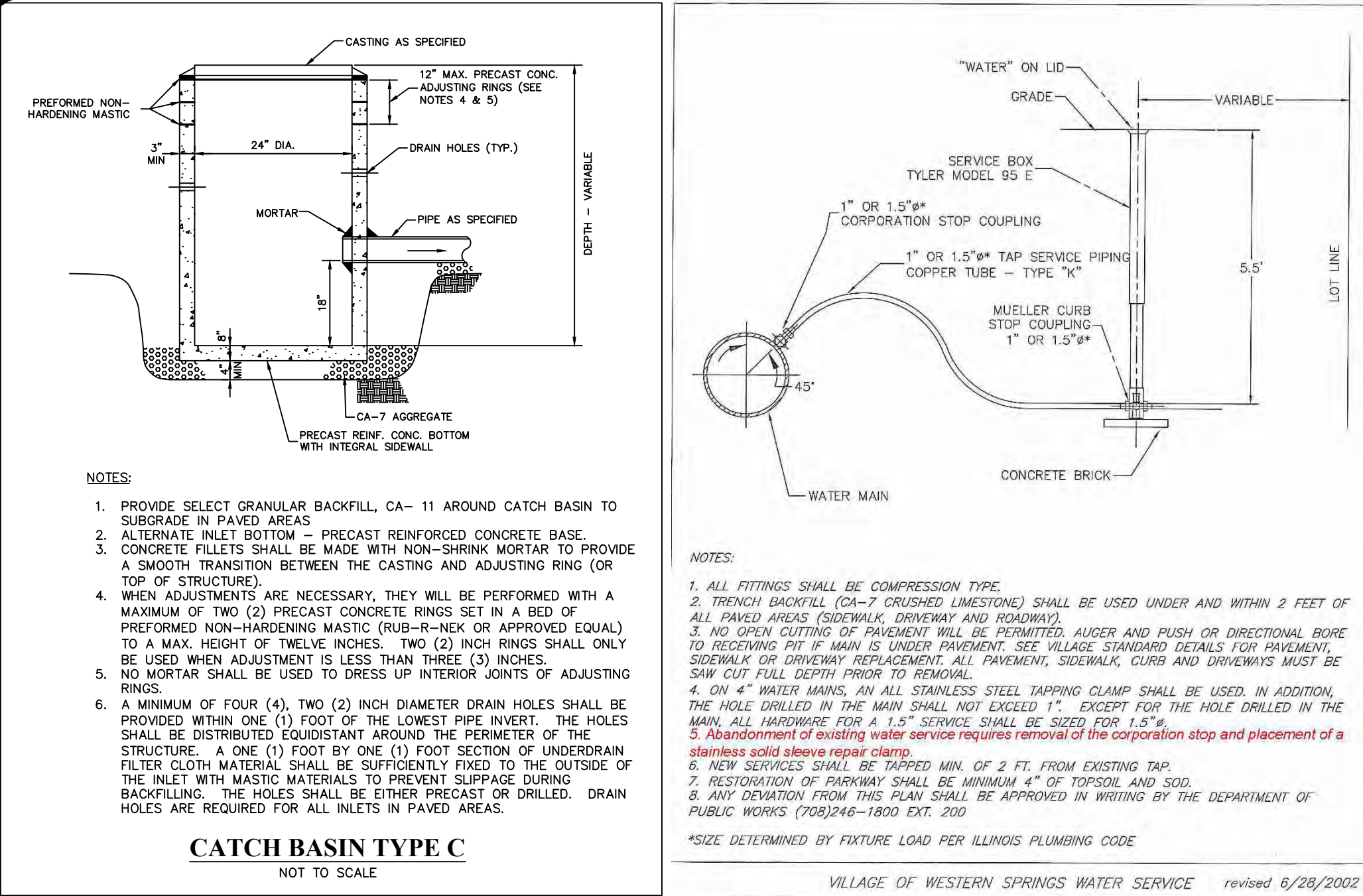
Design By: SDD

Drawn By: DEI

Checked By: SDS

12 OF 20

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REVISIONS		BY	
NO.	DATE	DESCRIPTION	BY
1	08-17-24	PER LAGRANGE HIGHLANDS SD	SD
2	08-26-24	PER WESTERN SPRINGS REVIEW	SD
3	10-17-24	PER VILLAGE REVIEW	SD
4	11-04-24	PER CLOOTH REVIEW	SD
5	01-07-25	PER VILLAGE REVIEW	SD
6	01-17-25	PER CULVERT REVIEW	SD
7	03-17-25	PER VILLAGE COMMENT	SD
8	03-26-25	PER VILLAGE COMMENT	SD
9	04-08-25	PER VILLAGE COMMENT	SD

McNAUGHTON DEVELOPMENT
115220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
(630) 325-3400

FINAL ENGINEERING PLANS FOR
HERITAGE CROSSING
5600 SOUTH WOLF ROAD
WESTERN SPRINGS, ILLINOIS

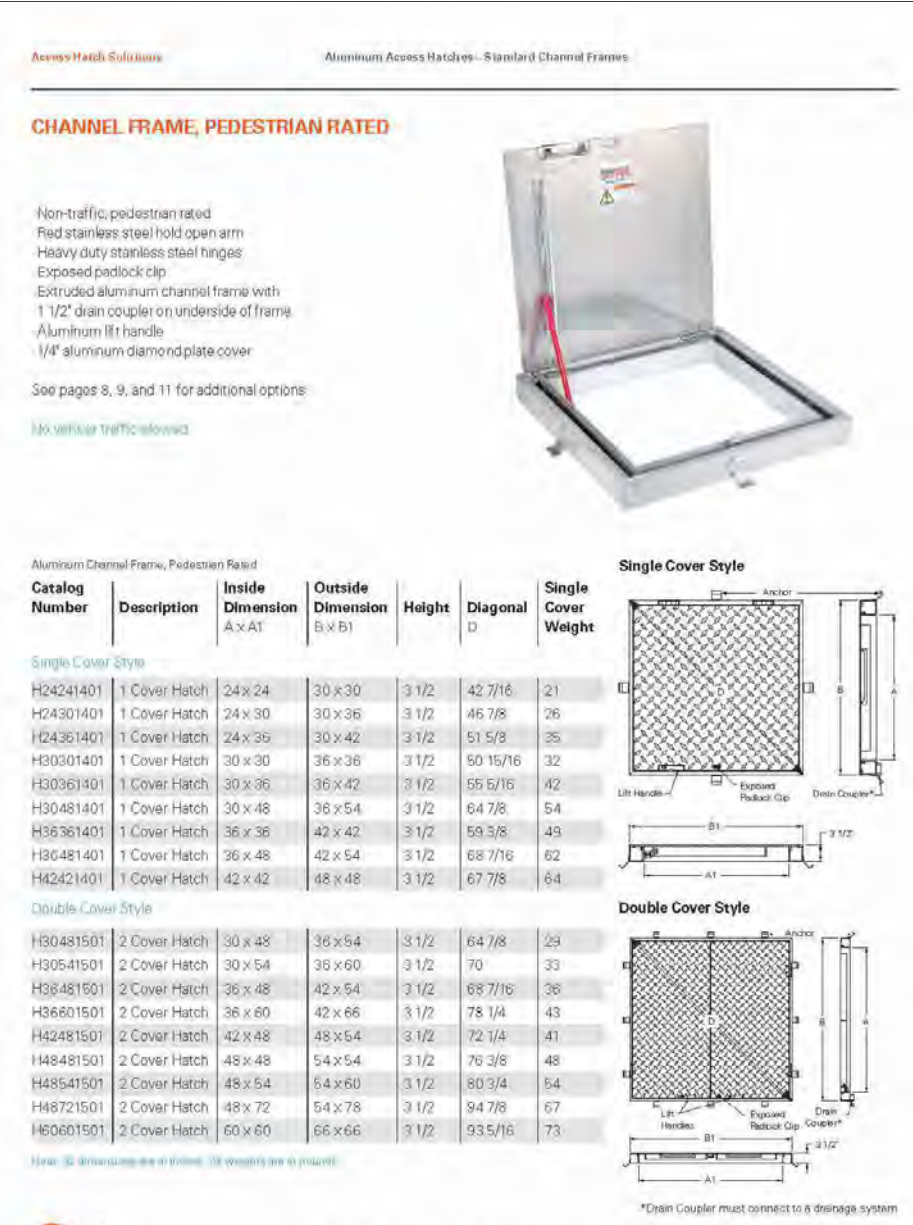
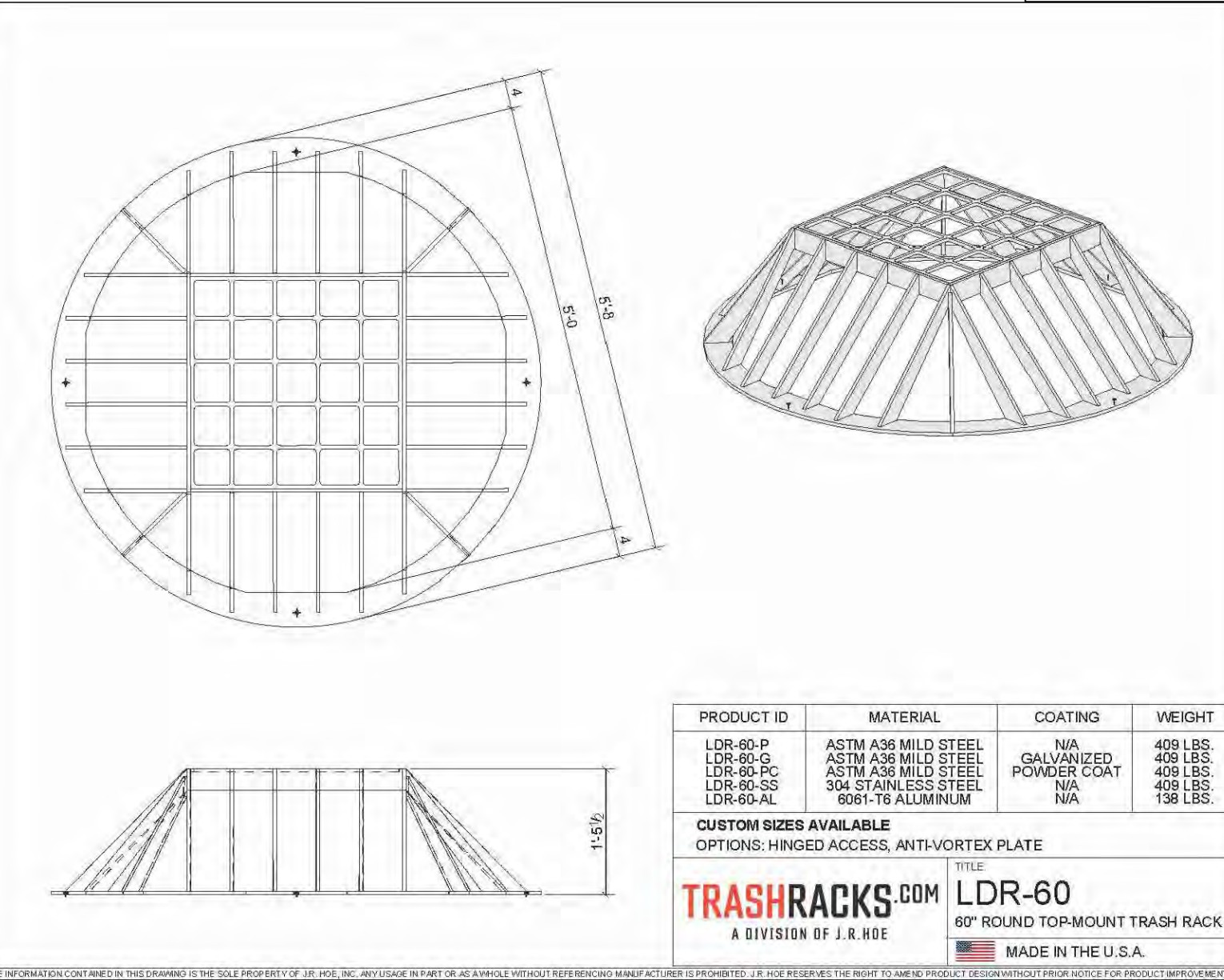
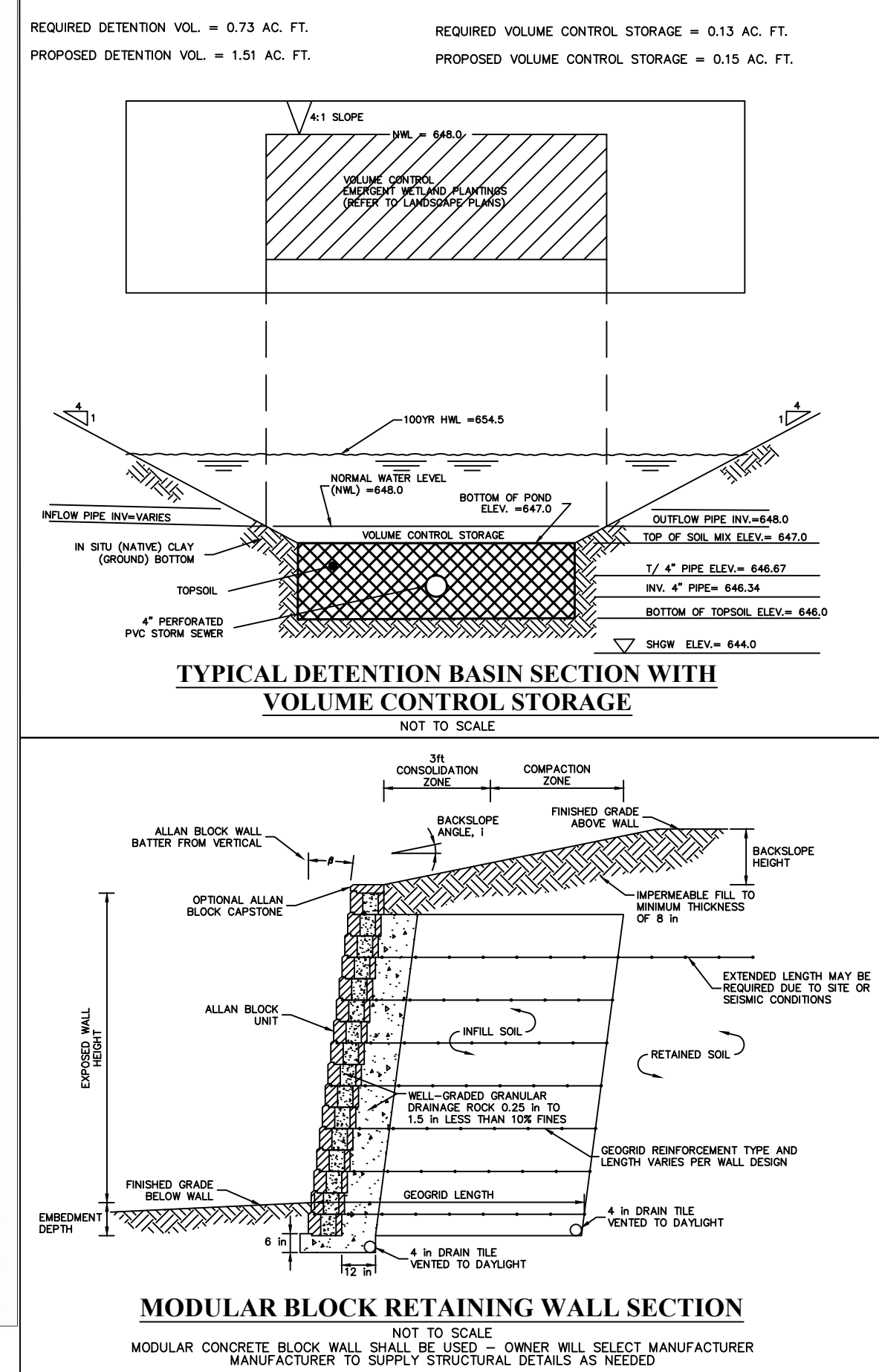
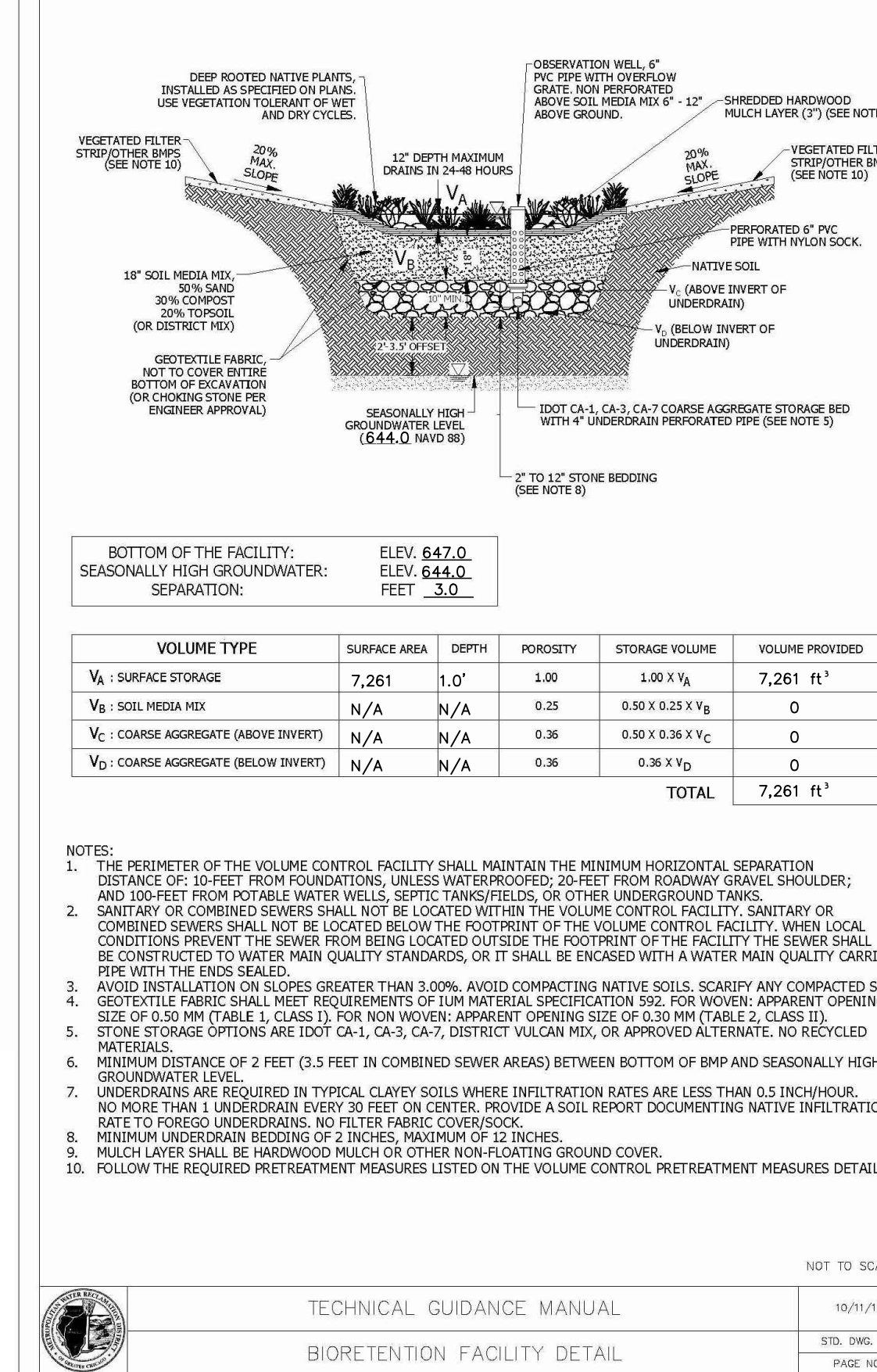
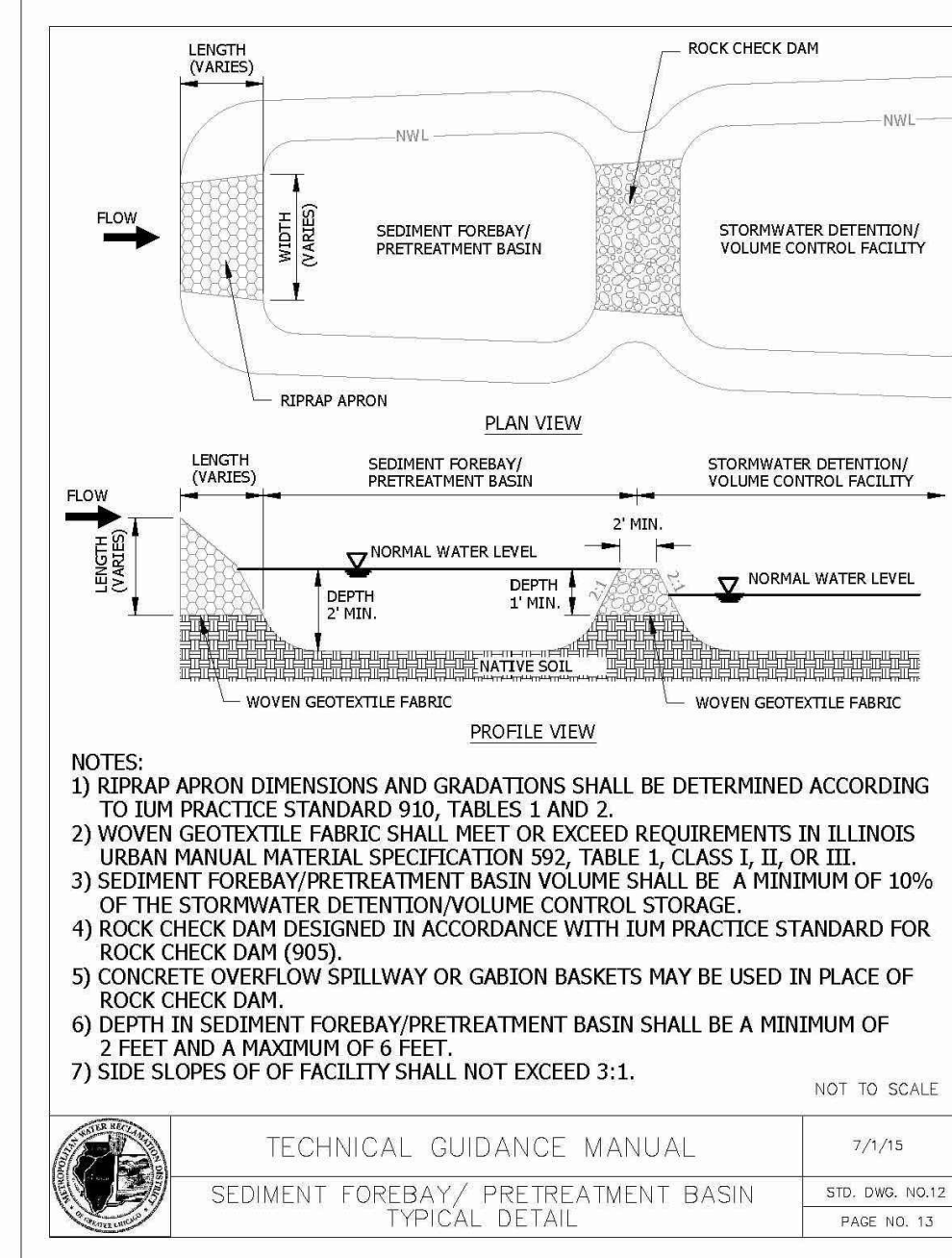
DESIGNTEK ENGINEERING, INC.
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9930 W. 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
FAX: (708) 326-4962
IL PROF. LIC. NO.: 184-003740

PROJECT INFORMATION
Project No.: 24-0001
Scale: NONE
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

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13 OF 20

PROJECT DETAILS



McNAUGHTON DEVELOPMENT
11S220 JACKSON ST. Ste. 101
BURR RIDGE, ILLINOIS 60527
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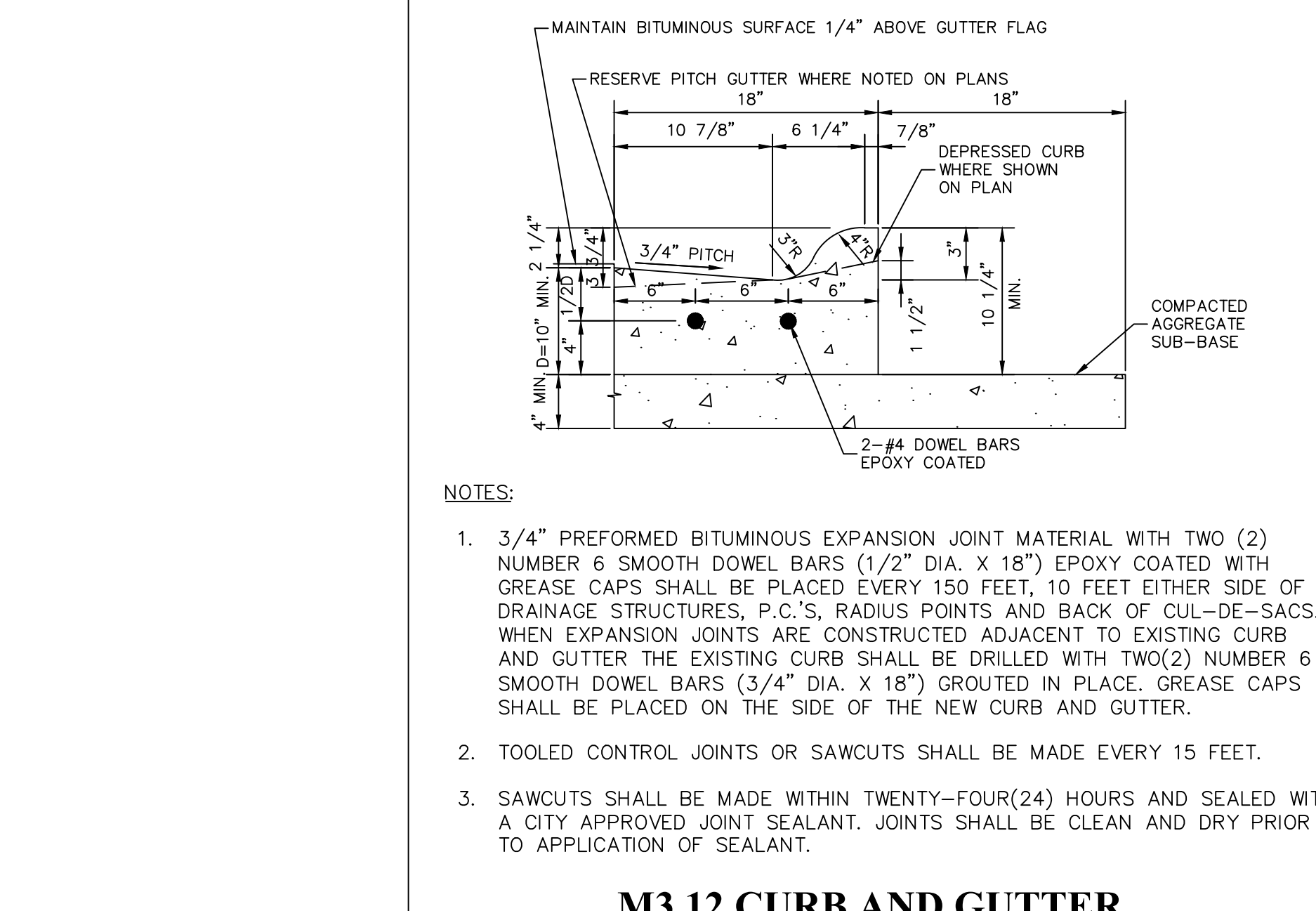
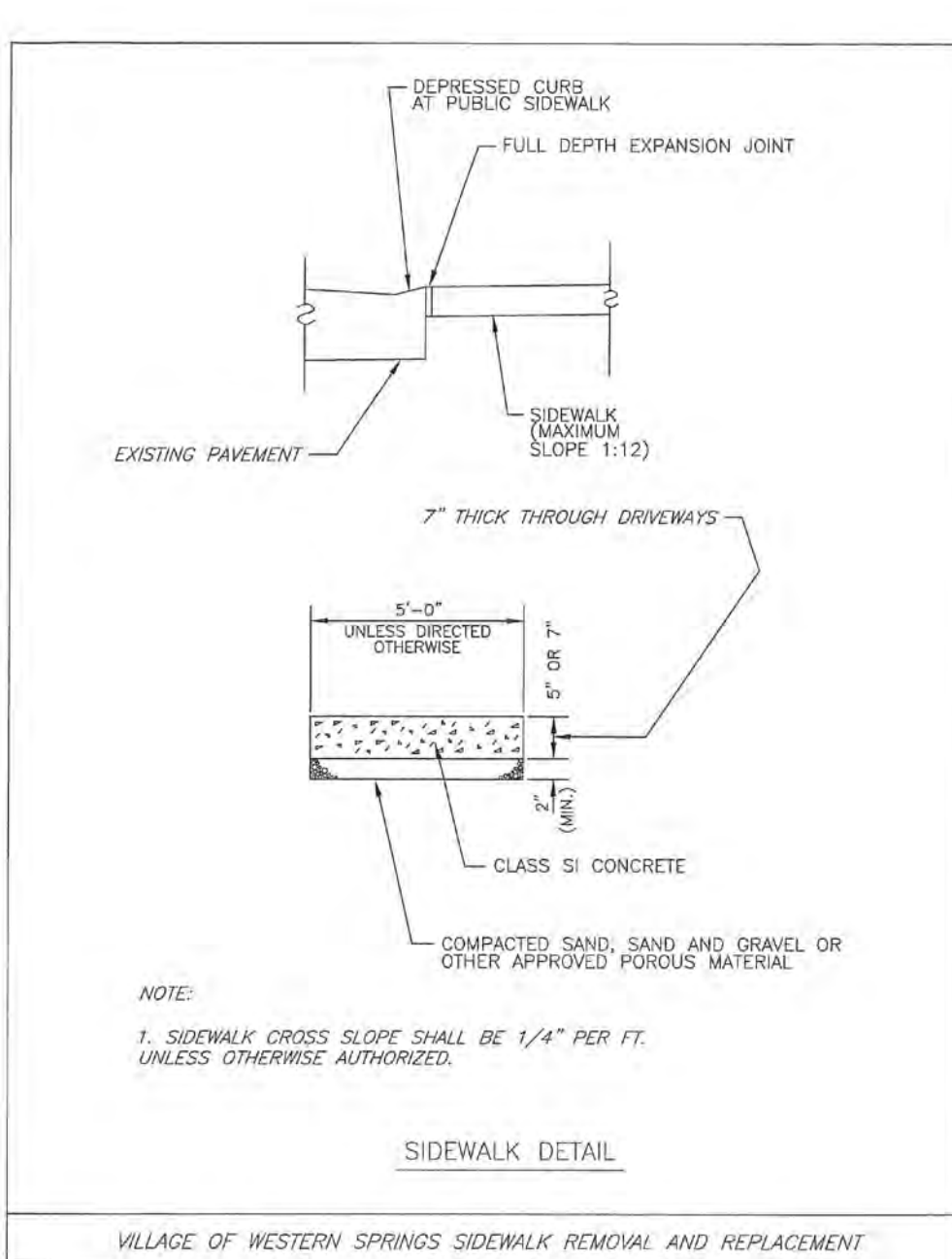
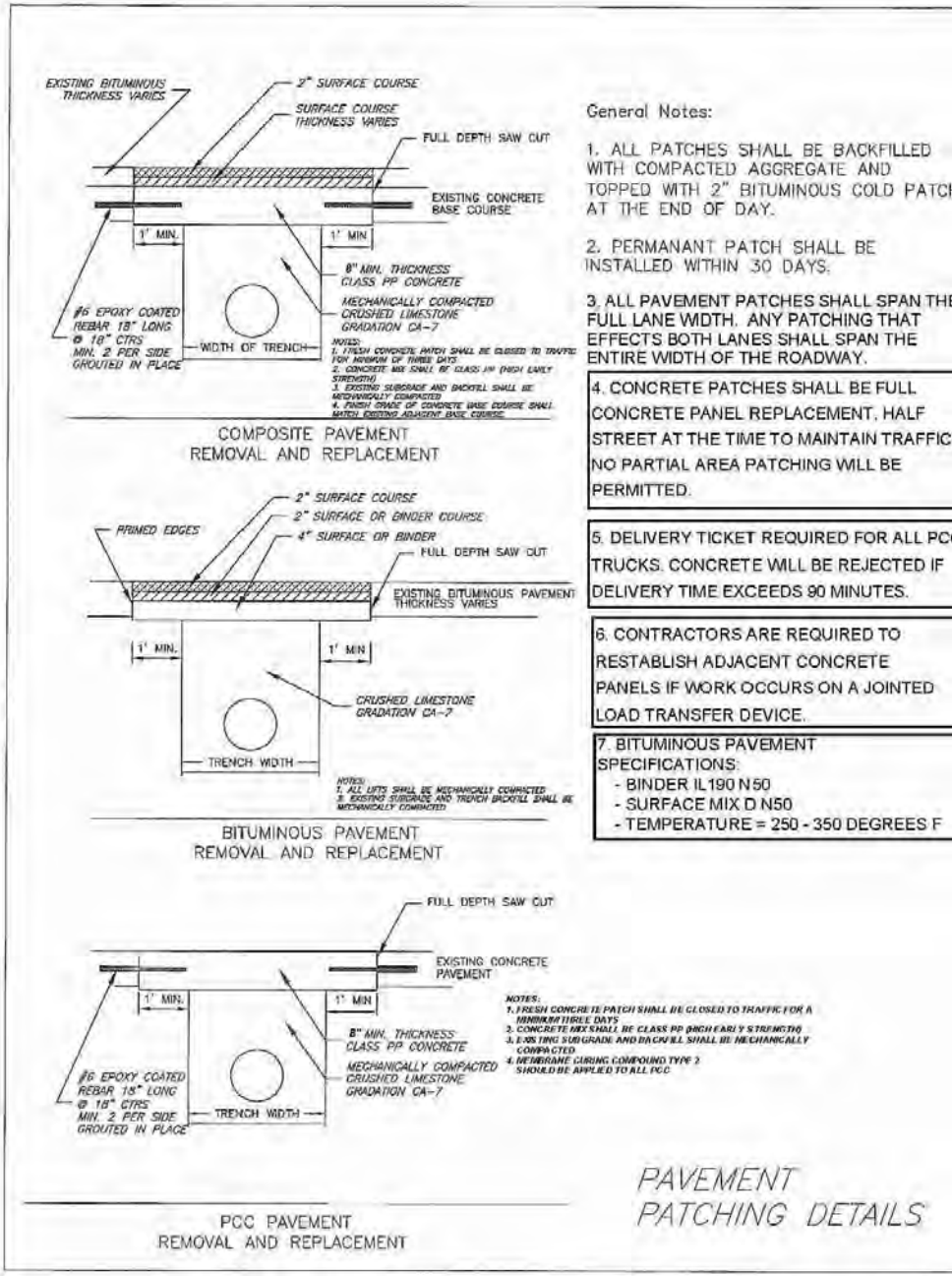
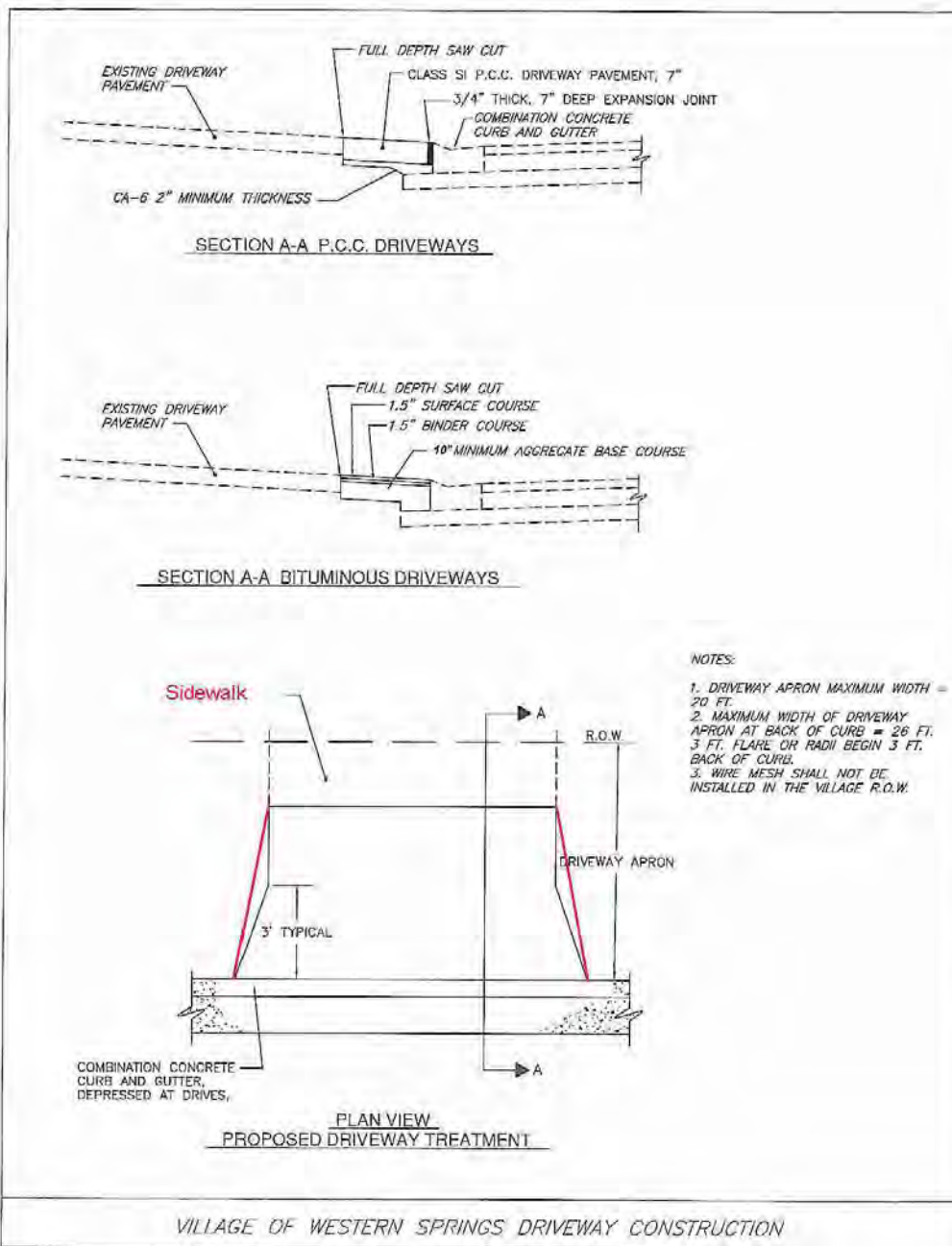
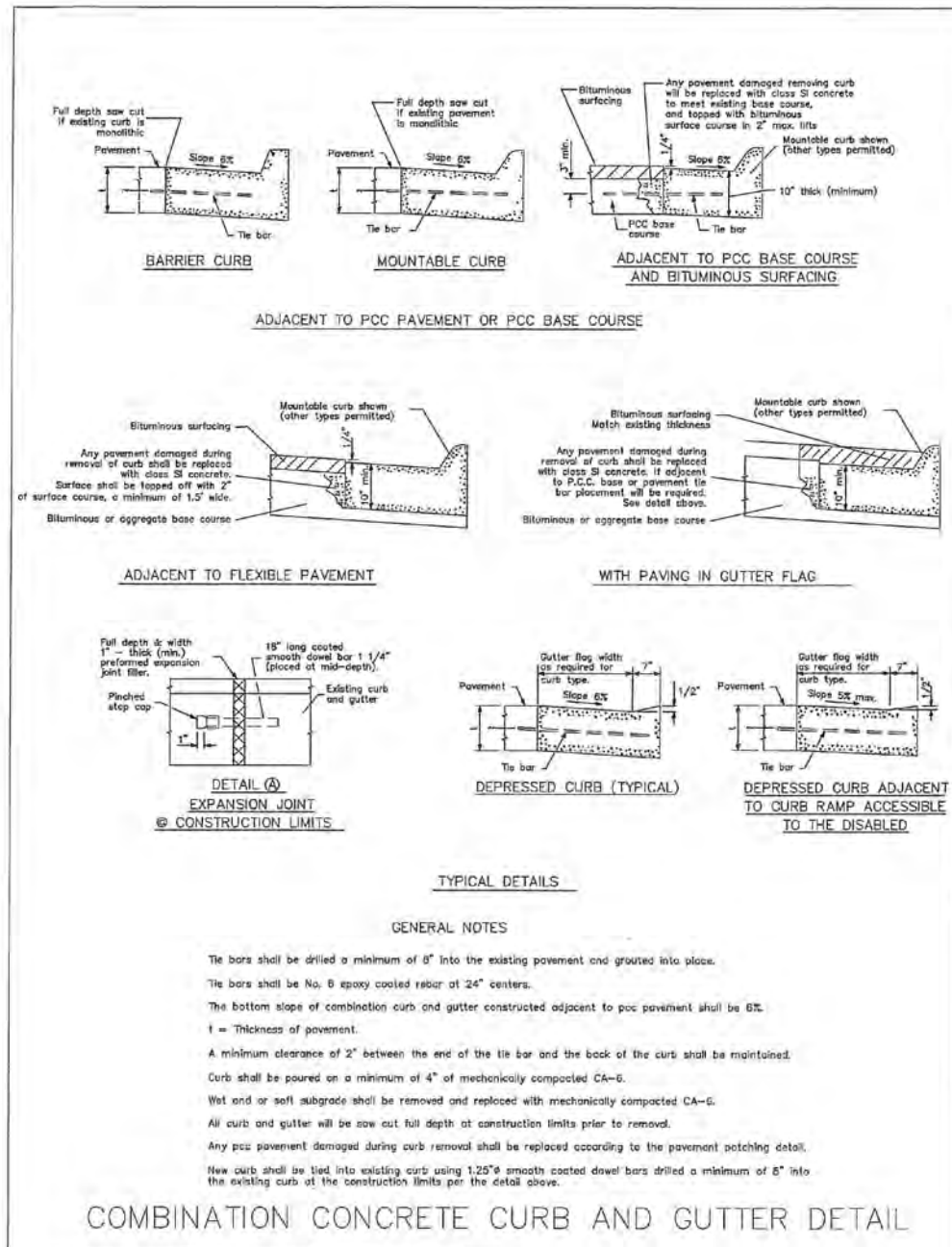
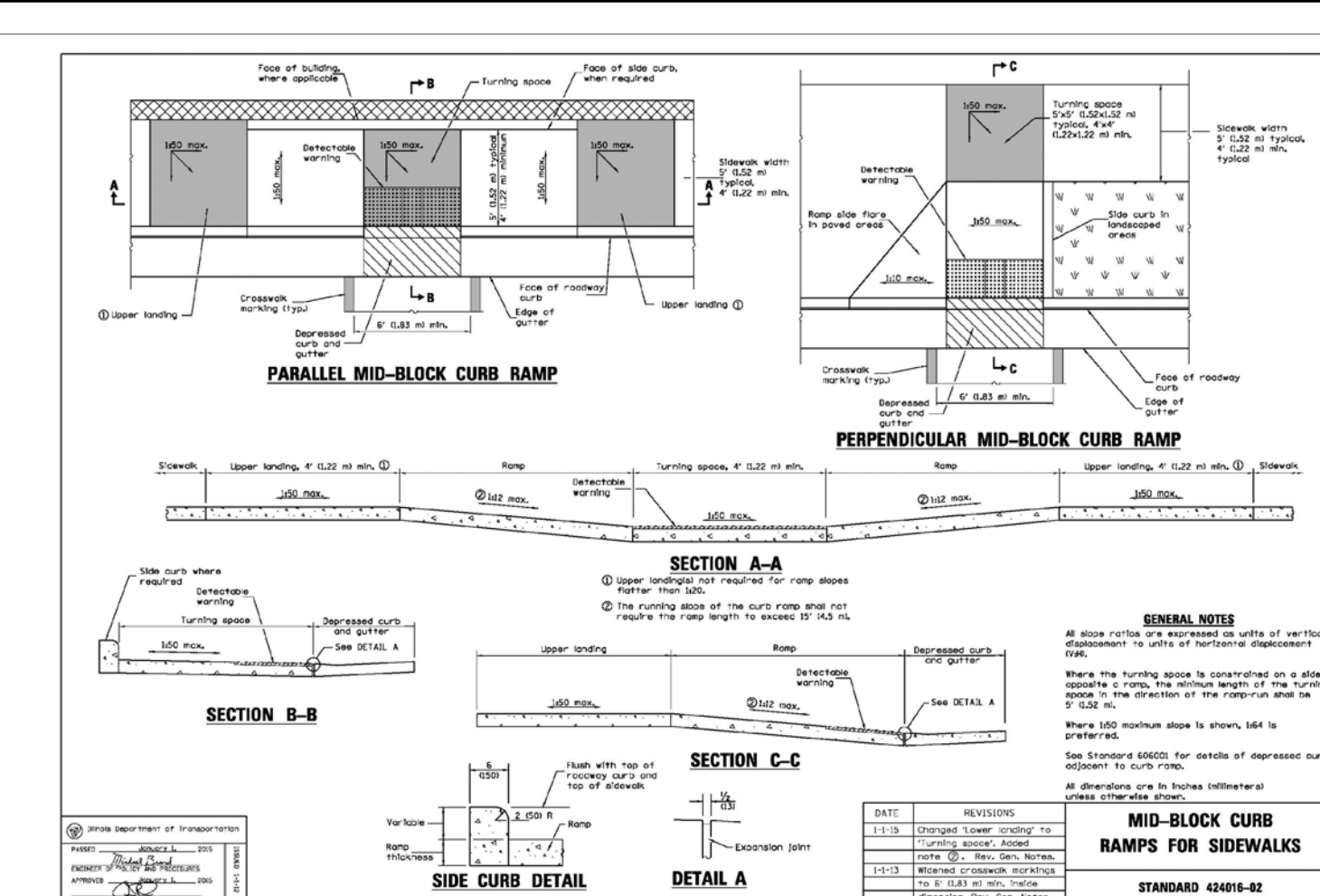
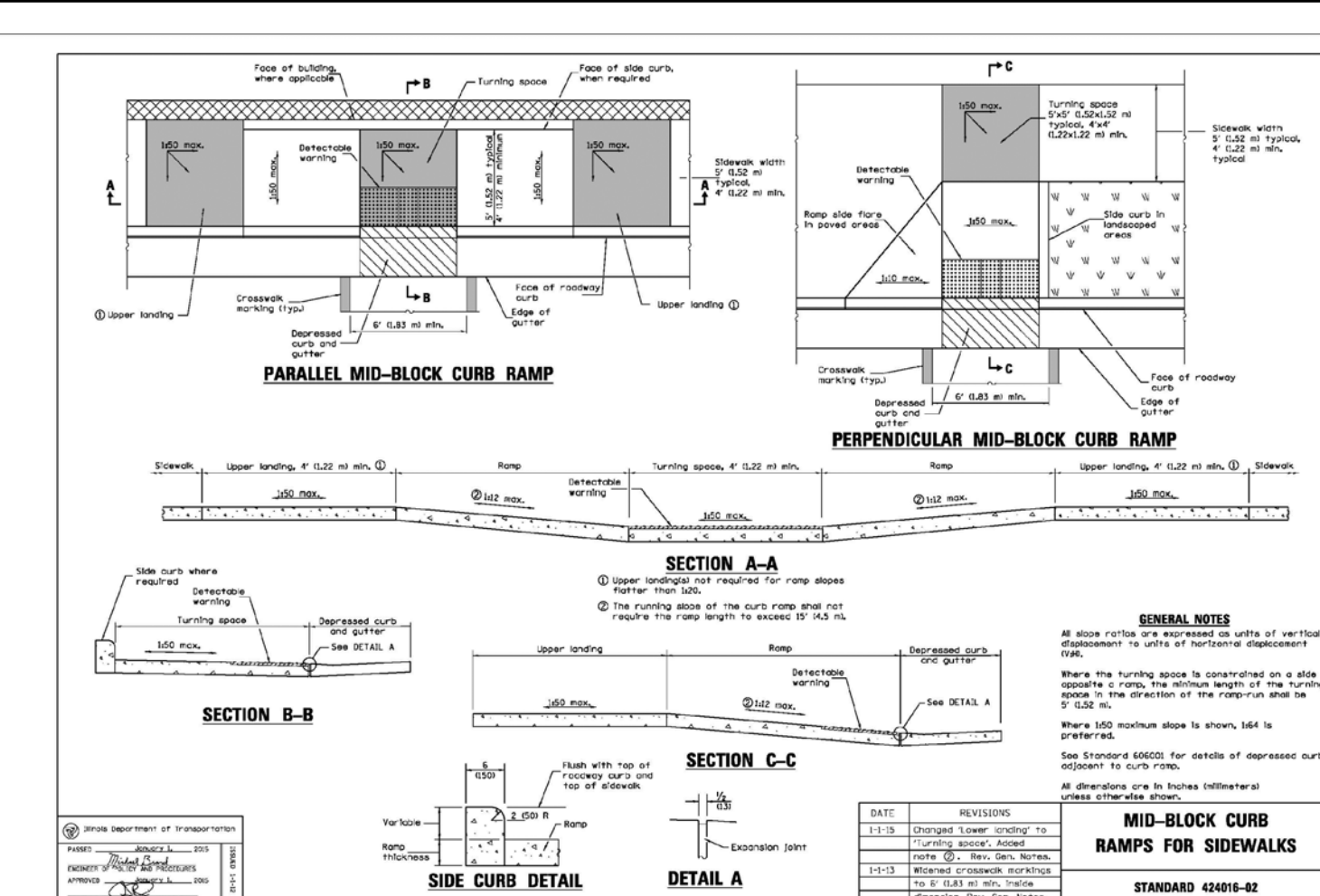
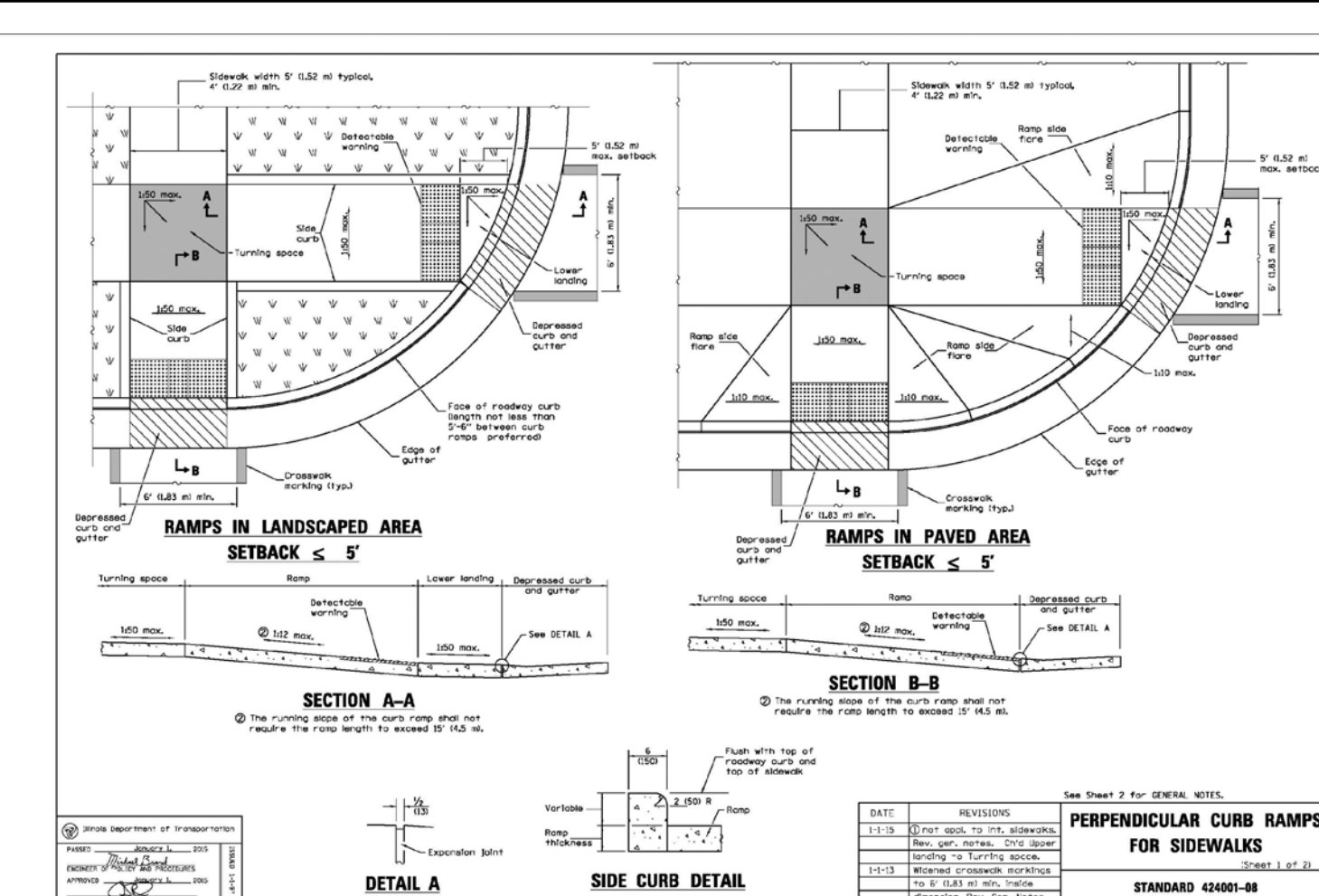
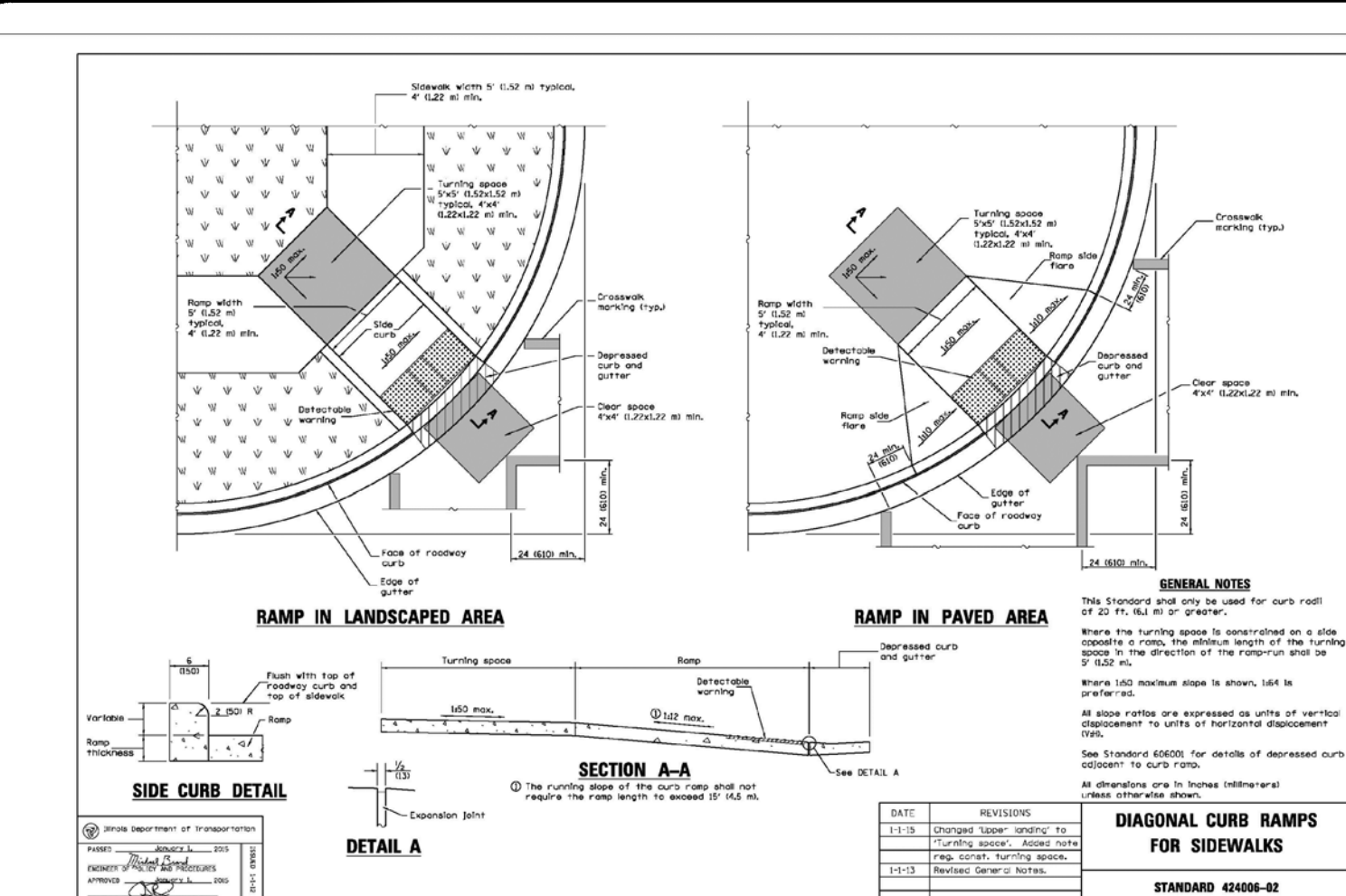
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ILL. PROF. Lic. No.: 184-003740

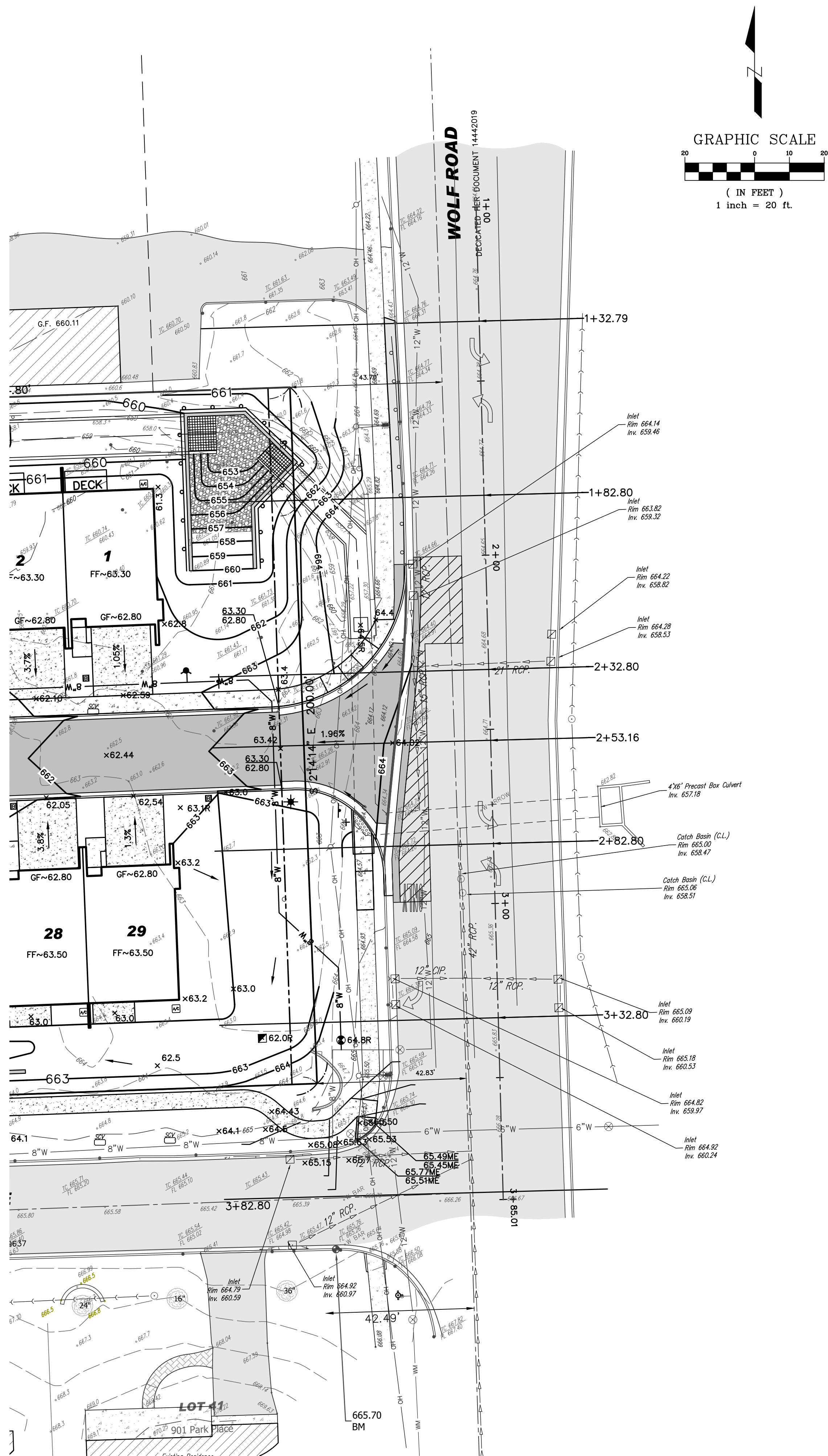
PROJECT INFORMATION
Project No.: 24-0001
Scale: NONE
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

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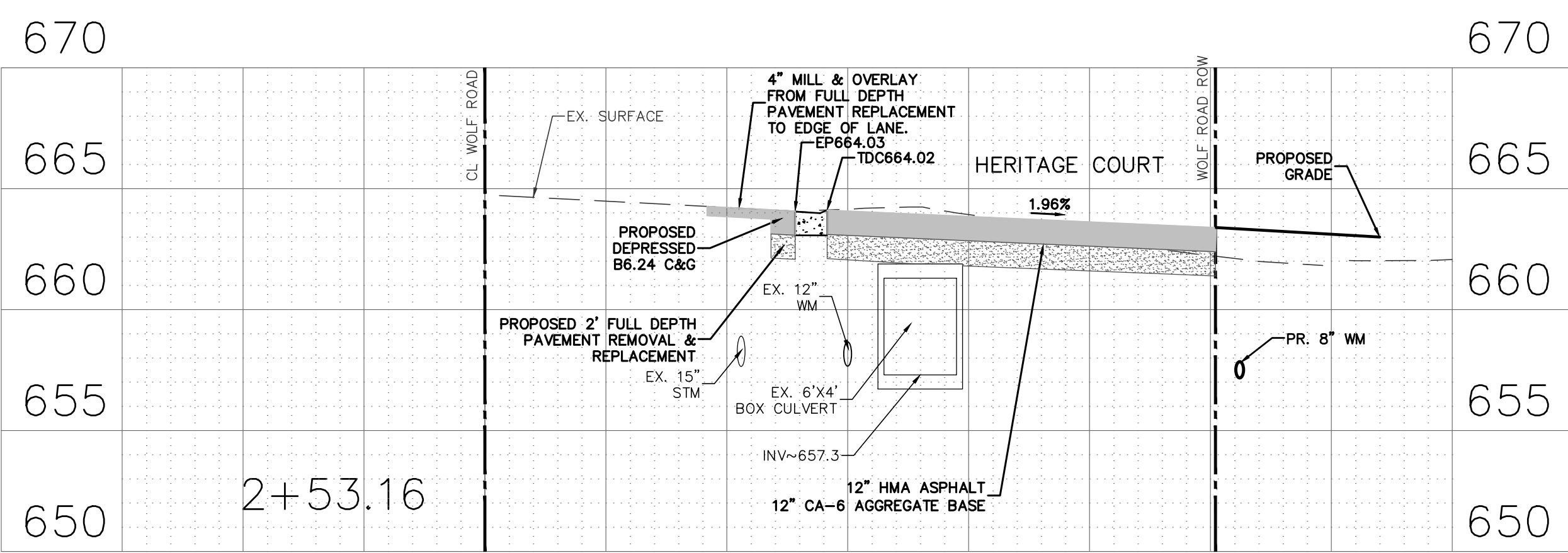
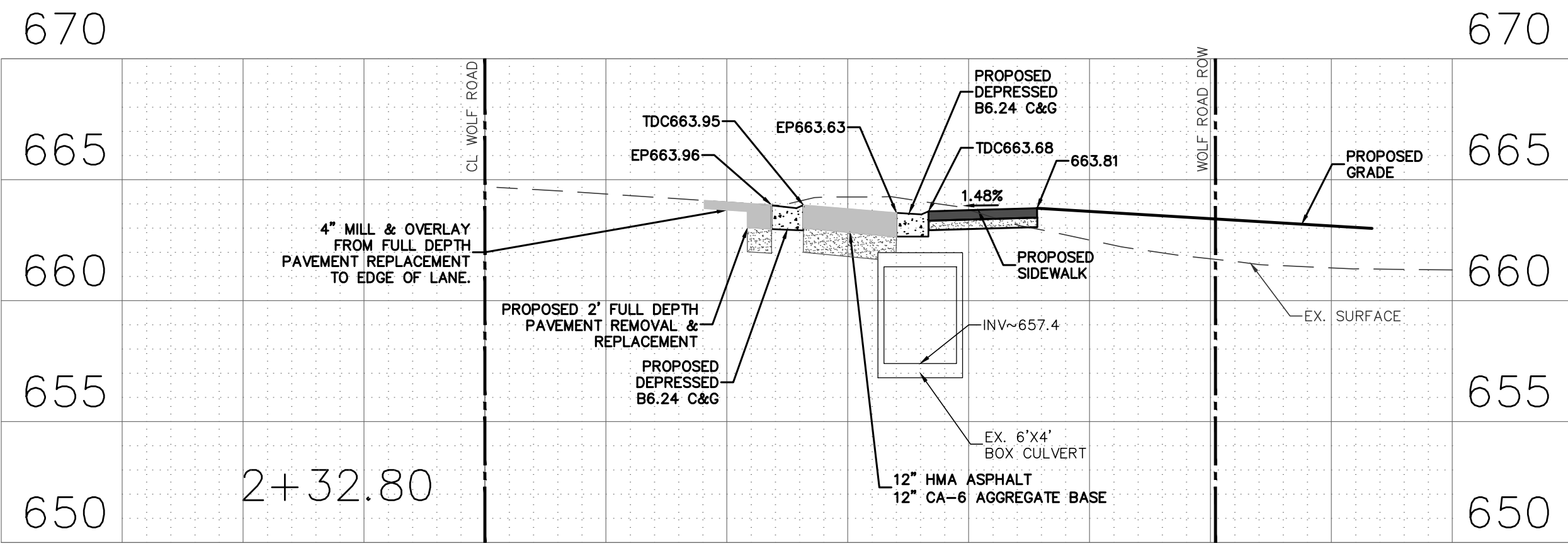
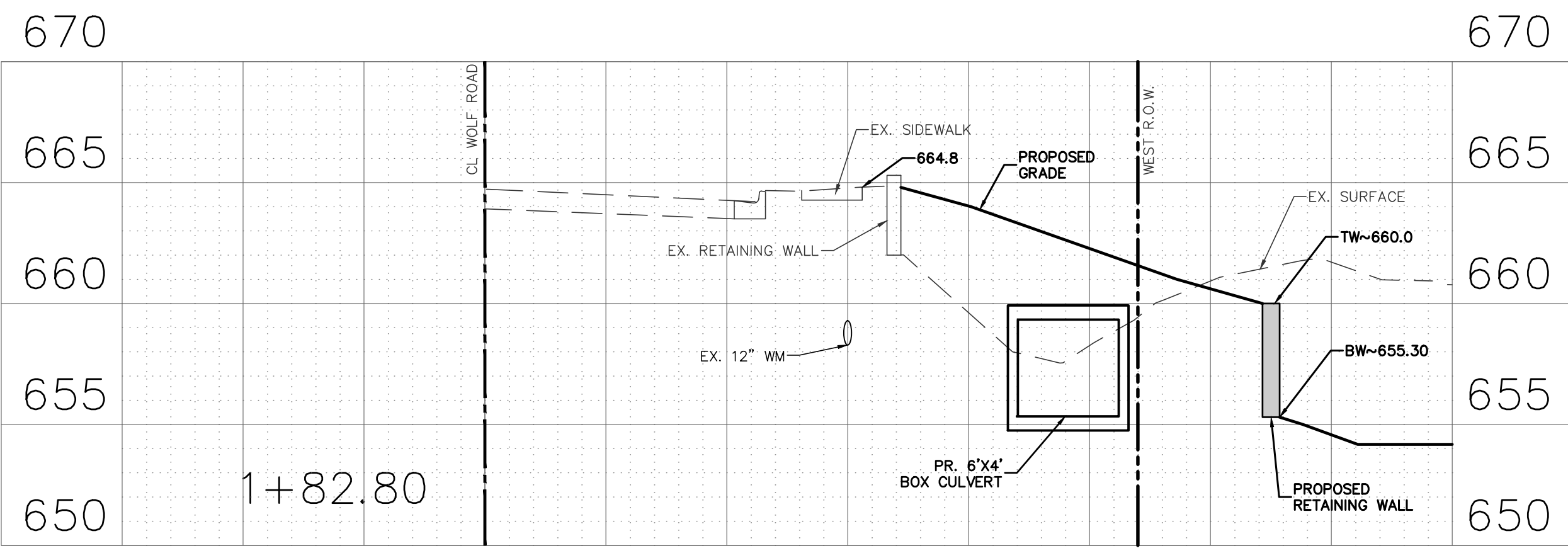
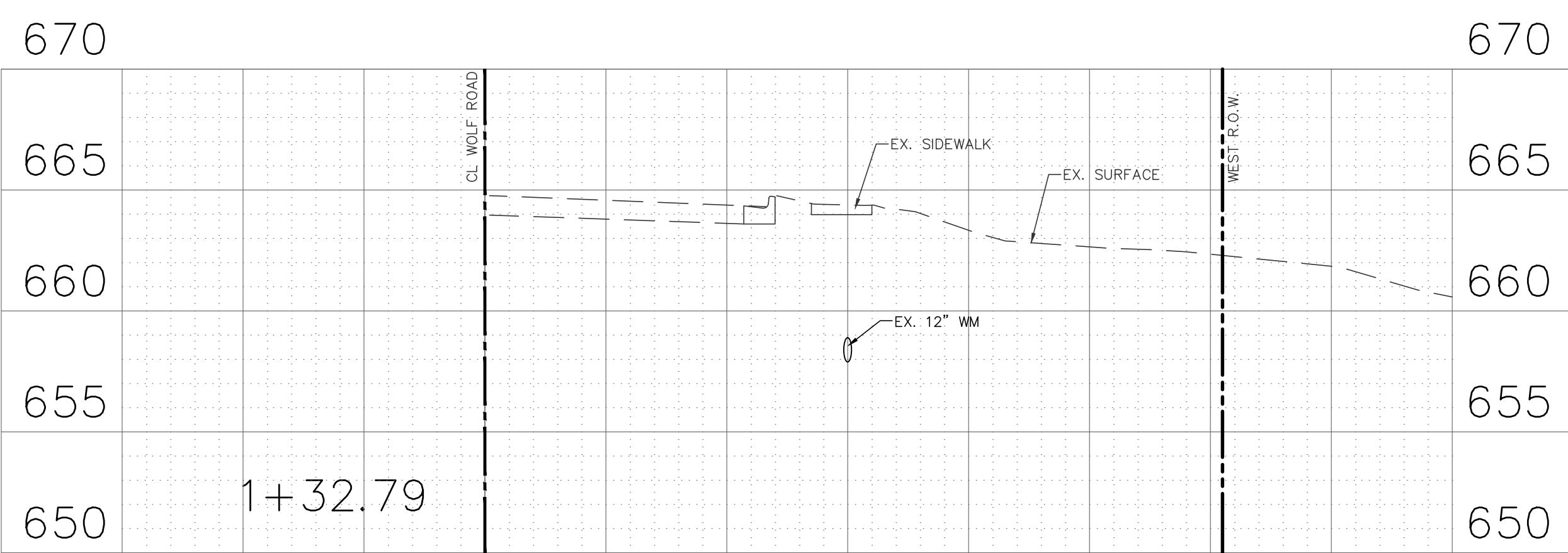
PROJECT DETAILS



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2	08-26-24	PER WESTERN SPRINGS REVIEW	SD
3	10-17-24	PER VILLAGE REVIEW	SD
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5	01-07-25	PER VILLAGE REVIEW	SD
6	03-17-25	PER VILLAGE REVIEW	SD
7	03-26-25	PER VILLAGE COMMENT	SD
8	04-08-25	PER VILLAGE COMMENT	SD



CROSS-SECTION SCALE
H: 1" = 10'
V: 1" = 5'



REVISIONS		DESCRIPTION	BY
NO.	DATE		
1	08-17-24	PER LAGRANGE - HIGHLANDS SD	DMV
2	08-26-24	PER WESTERN SPRINGS REVIEW	SDD
3	10-17-24	PER VILLAGE REVIEW	SDD
4	11-04-24	PER CDOOTH REVIEW	DMV
5	01-07-25	PER TOWN OF WESTERN SPRINGS	DMV
6	01-17-25	PER VILLAGE REVIEW	DMV
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McNAUGHTON DEVELOPMENT
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FINAL ENGINEERING PLANS
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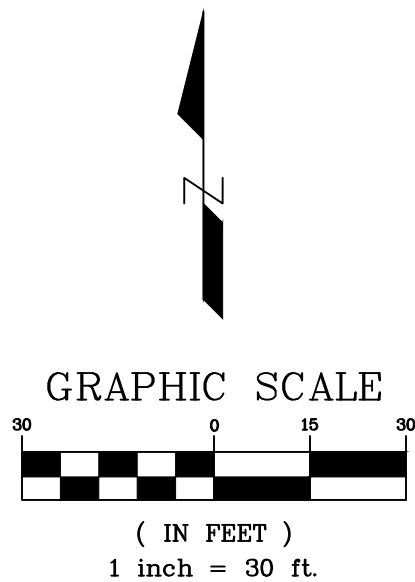
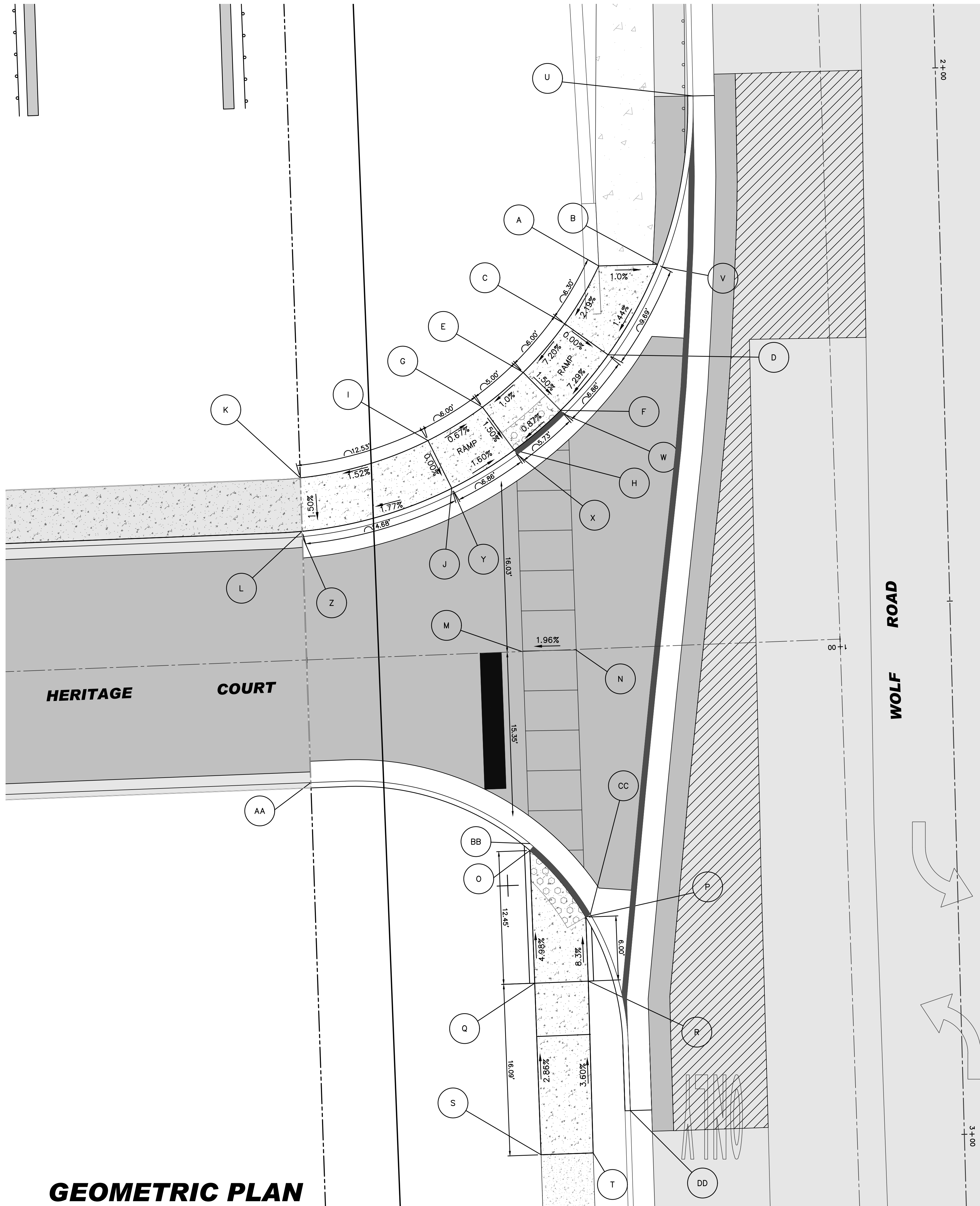


PROJECT INFORMATION	
Project No.:	24-0001
Scale:	AS SHOWN
Date:	DATE
Design By:	SDD
Drawn By:	DJB
Checked By:	SDD

17
OF
20

CROSS SECTIONS STA. 1+32.79 TO 2+53.16

GEOMETRIC PLAN



	STATION	OFFSET	ELEV.
A	2+17.70	32.03' R.	664.47ME
B	2+17.70	26.96' R.	664.42ME
C	2+23.03	33.37' R.	664.21
D	2+26.03	31.40' R.	664.21
E	2+27.48	39.38' R.	663.85
F	2+31.14	35.97' R.	663.78
G	2+30.63	43.28' R.	663.78
H	2+34.74	40.42' R.	663.71
I	2+33.62	48.48' R.	663.82
J	2+38.14	46.37' R.	663.82
K	2+36.79	60.53' R.	663.63
L	2+41.80	60.50' R.	663.56
M	2+53.63	40.21' R.	664.15
N	2+53.57	35.20' R.	664.05
O	2+72.59	39.99' R.	663.69
P	2+78.55	34.99' R.	663.81
Q	2+84.61	39.84' R.	664.31
R	2+84.56	34.93' R.	664.31
S	3+00.83	39.71' R.	694.77ME
T	3+00.79	34.82' R.	664.89ME
U	2+02.01	22.76' R.	664.14ME
V	2+17.98	26.08' R.	663.92
W	2+31.50	35.63' R.	663.65
X	2+35.15	40.14' R.	653.58
Y	2+38.61	46.15' R.	663.32
Z	2+42.30	60.49' R.	663.06
AA	2+65.37	60.33' R.	663.06
BB	2+71.65	39.96' R.	663.56
CC	2+78.44	34.48' R.	663.78
DD	2+96.92	31.23' R.	664.36ME

PAVEMENT LEGEND

- 4" MIL AND OVERLAY
- ASPHALT PAVEMENT CDDTH ROW
12" HMA CONCRETE SURFACE COURSE CL1
12" AGGREGATE BASE COURSE, CA-6
- ASPHALT PAVEMENT
2.5" BIT. CONCRETE SURFACE COURSE CL1
2.5" BIT. CONCRETE BINDER COURSE
9" AGGREGATE BASE COURSE, CA-6
- CONCRETE DRIVEWAY
7" P.C.C.
2" AGGREGATE BASE COURSE
- CONCRETE SIDEWALK
7" P.C.C.
2" AGGREGATE BASE
- CONCRETE CURB RAMP
8" P.C.C.
4" AGGREGATE BASE COURSE

REVIEW SET
NOT FOR CONSTRUCTION

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McNAUGHTON DEVELOPMENT
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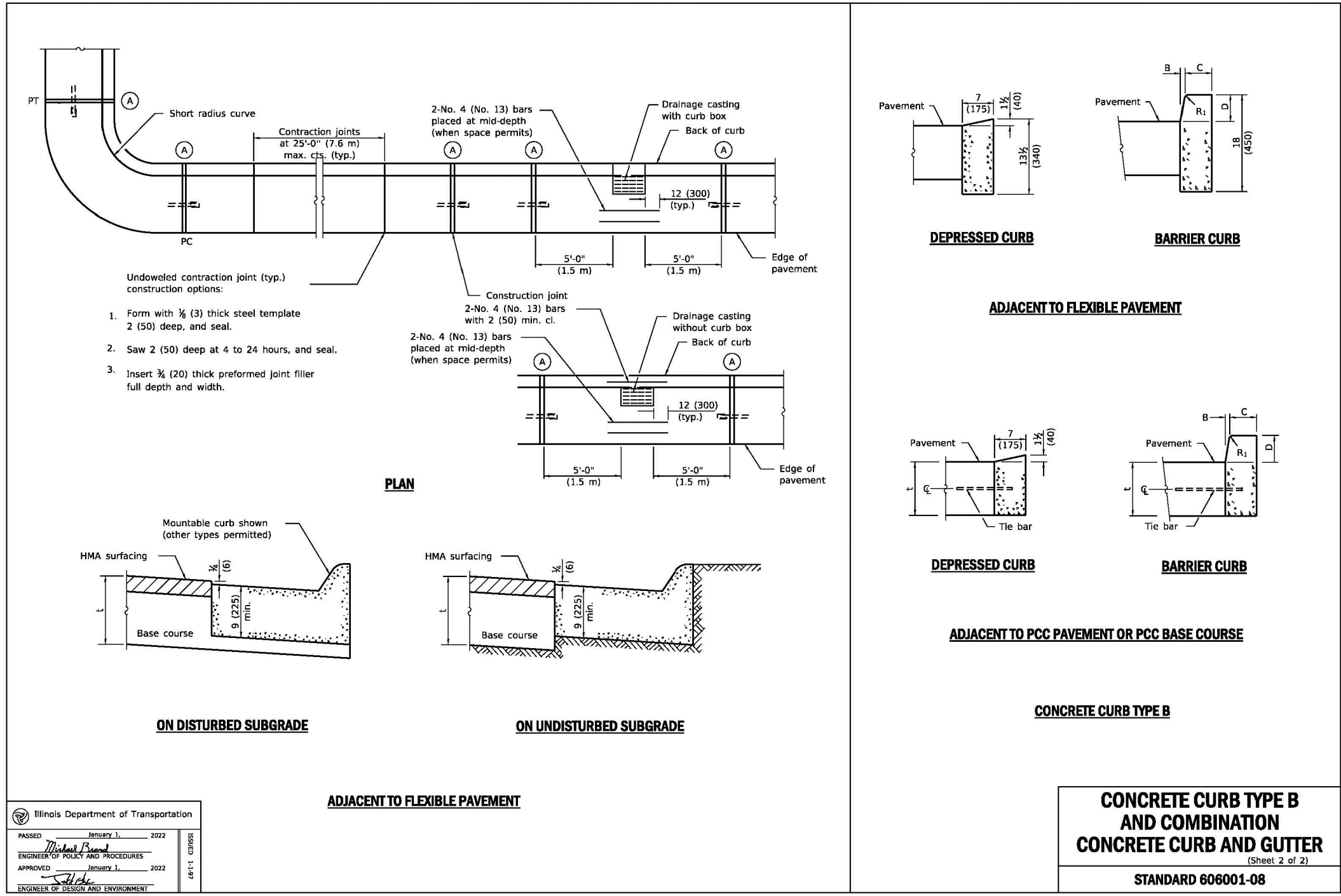
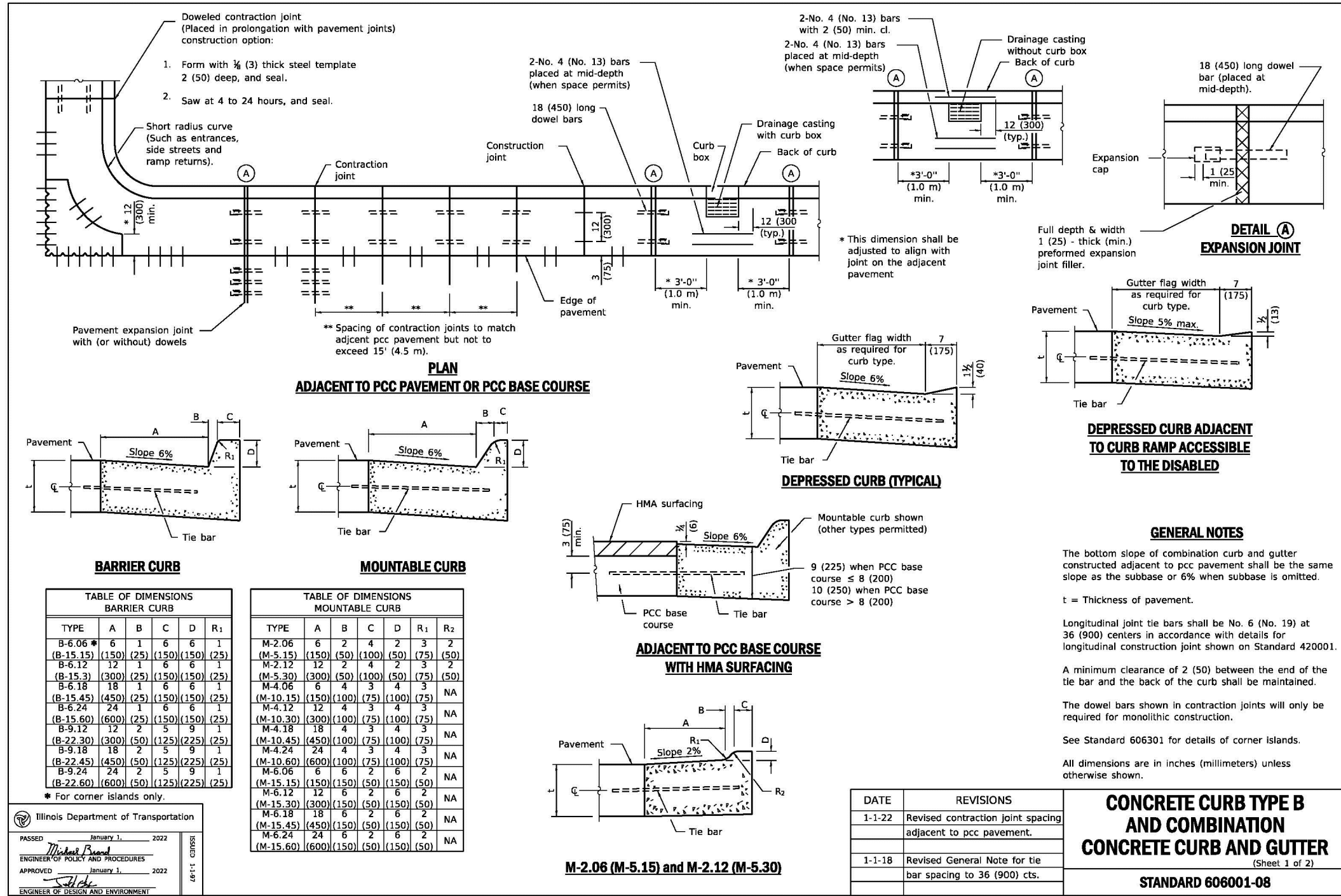
IL PROF. Lic. No.: 184-003740



PROJECT INFORMATION

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Scale: 1" = 30'
Date: MAY 22, 2024
Design By: SDD
Drawn By: DEI
Checked By: SDD

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20



REVISIONS		DESCRIPTION	BY
NO.	DATE	DESCRIPTION	BY
1	08-17-24	PER LAGRANGE, ILLINOIS SD	DMV
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WESTERN SPRINGS, ILLINOIS

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Project No.: 24-0001
Scale: AS SHOWN
Date: DATE
Design By: SDD
Drawn By: DJB
Checked By: SDD

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CCDOTH DETAILS

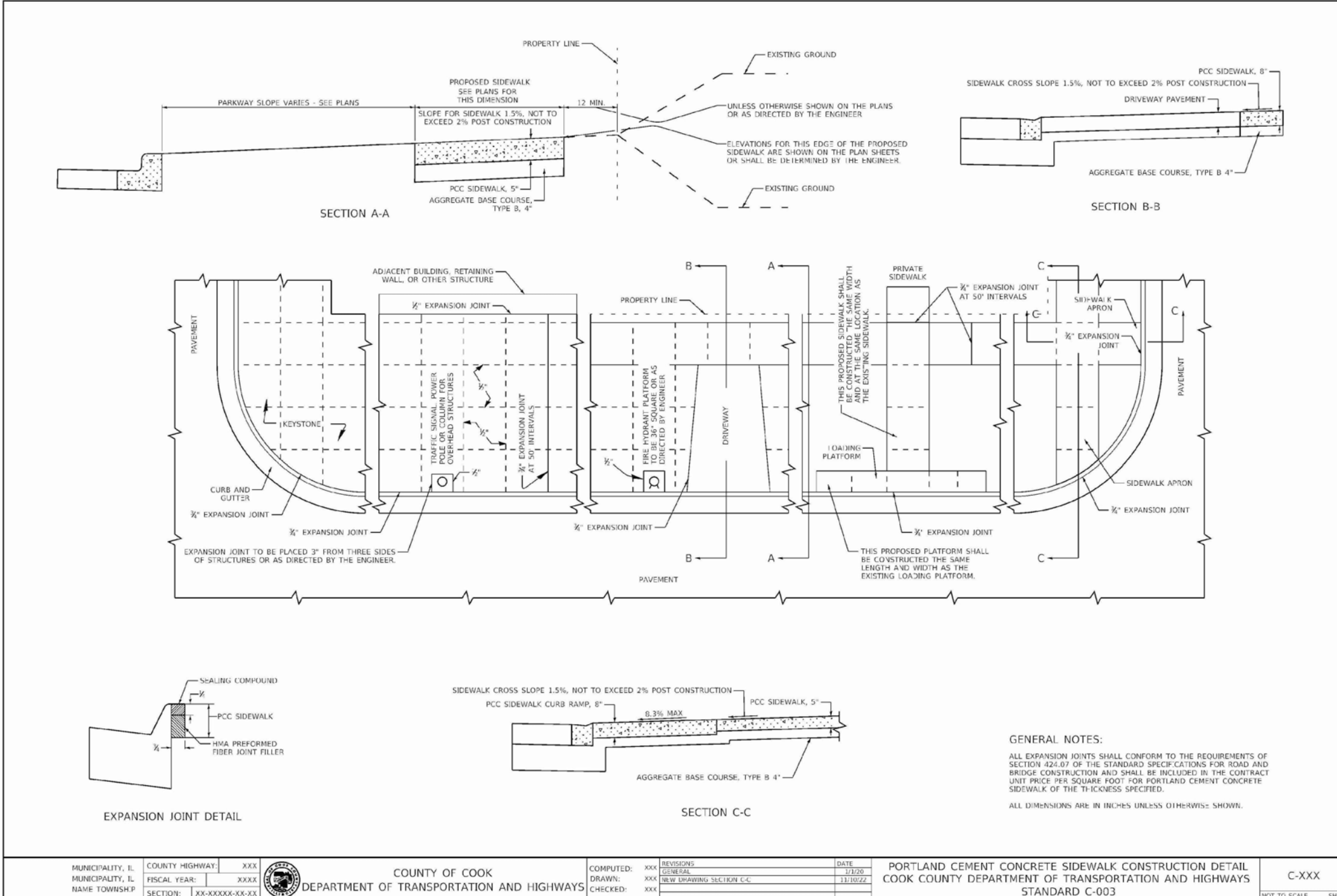


Exhibit "3"

**Village Manager Ellen Baer Recommendation dated April 9, 2025
finding that the Amended Plans do not result in a modification or intensification
of the Conditional Use that alters or changes the essential character or operation of the use
or the Property in a way not intended at the time the Conditional Use was granted
per Subsection 10-3-14(M) of the DCO**

(attached)



MEMORANDUM

To: President Heidi Rudolph and the Board of Trustees
From: Ellen Baer, Village Manager
Subject: Heritage Crossing Townhome Development, 5600 South Wolf Road: Recommendation Regarding Request for Waiver of Planned Development Submittal Requirements
Date: April 9, 2025
CC: Jeff Koza, Village Engineer
Heather Valone, Director of Community Development
Michael T. Jurusik, Village Attorney

On February 10, 2025, with the passage of Ordinance Nos. 25-3239, 25-3240, 25-3241, 25-3242 and 25-3243 and Resolution Nos. 25-2878 and 25-2879, the President and Board of Trustees of the Village of Western Springs (the "Corporate Authorities") approved the Application filed by McNaughton Development, LLC ("Applicant" or "Developer"), the contract purchaser and prospective developer of the real property commonly known as 5600 South Wolf Road, Western Springs, Illinois ("Property"), granting approval of a conditional use permit for a planned development, a map amendment, an amendment to the Village's Comprehensive Land Use Plan, a plat of consolidation, a plat of abrogation for storm sewer easement and public utility easement, a plat of vacation relating to a portion of Lawn Avenue, which is utilized as a stormwater detention basin, certain development allowances, exceptions and variations, and other zoning relief in accordance with the applicable provisions of the Village's Development Control Ordinance ("DCO"), to allow the redevelopment of the Property as a twenty-nine (29) unit residential townhome development (the "Development"), which is commonly referred to as the Heritage Crossing Subdivision or the Heritage Crossing Townhome Development.

In response to the Village Engineer's plan review comments and conditions of approval set forth at Subsection 3(2)(e, f and g) (Engineering) of Ordinance No. 25-3240, the Developer has filed a set of revised Final Plans that contain certain amendments to the "Stormwater Conveyance System" (defined in the Redevelopment and Maintenance Agreement entered into between the Village and the Developer as "[a]ll elements of Infrastructure that relate to the management, detention, storage, and conveyance of stormwater, which shall be privately owned and maintained by the Developer and then by the homeowners association") for the Development. The Developer redesigned the stormwater bypass storm sewer that conveys the water from Wolf Road to the Development's on-site detention basin to slow the conveyance of the stormwater to meet the applicable regulations of the Village's Stormwater Management Code set forth in the DCO. The Village-approved design of the Stormwater Conveyance System contained a system of above grade and below grade culverts, pipes and detention basins that manage the stormwater coming from Wolf Road and passing through the Property on its way to Flagg Creek. A copy of the revised Final Plans that contain the amendments to the Stormwater Conveyance System are dated April 8, 2025 and prepared by DesignTek Engineering, Inc. and are incorporated herein by reference and made a part hereof and are on file at the Village Clerk's Office and the Community Development Department (the "Amended Plans").

Specifically, the Amended Plans contain the following revisions to the Stormwater Conveyance

System:

- A. An increase of the size of the bypass culvert from an eight-foot by four-foot box culvert to a ten-foot by four-foot culvert and a lowering of the invert of the box culvert at the upstream end near Wolf Road;
- B. In order to lower the culvert, the short open channel section between the Wolf Road culvert and the bypass culvert has been modified with an increase in the height of the retaining walls and an increase in the length of needed retaining walls;
- C. To address the plan review comments of the Cook County Department of Transportation and Highways, the Amended Plans extend the existing culvert under Wolf Road along the abutment wall and northwesterly to the property line where it will daylight on to the Property with the installation of a rip rap transition point in this location as the stormwater continues into the proposed larger culvert; and

Baxter & Woodman Consulting Engineers ("B&W"), the Village's stormwater consulting engineering firm, have reviewed the Amended Plans and confirmed that they are in compliance with the requirements of the applicable provisions of the DCO, including the Village's Stormwater Management Ordinance.

In accordance with the applicable provisions of the DCO, the Developer has requested approval of the following "Requested Zoning Relief":

- A. A finding by the Village that the Amended Plans do not result in a modification or intensification of a conditional use that alters or changes the essential character or operation of the use or Property in a way not intended at the time the conditional use was granted, or as subsequently amended, such that a new conditional use permit is not required for the Developer to construct the Development. See Subsection 10-3-14(M) of the DCO;
- B. Approval of the waiver of the planned development submittals required under Section 10-8-8(C) (Submittals Requirements) of the DCO other than the Amended Plans and any other related documents, information or data that is requested by the Village Engineer; and
- C. Approval of a major amendment to the Conditional Use Permit for Planned Development issued for the Development to construct and operate the revised design of the Stormwater Conveyance System (the "Major Amendment") per Subsection 10-8-5(D)(3) (Changes In The Planned Development: Conditional Uses; Major Changes In A Final Plan) of the DCO.

Based on the opinions of the Village Engineer and B&W and the plan review comments of CCDTH, I have found that the Amended Plans do not result in a modification or intensification of the Conditional Use that alters or changes the essential character or operation of the use or the Property in a way not intended at the time the Conditional Use was granted per Subsection 10-3-14(M) of the DCO, and the Amended Plans provide an enhancement to the Stormwater Conveyance System that was contemplated and required in the conditions of approval listed at Subsection 3(2)(e, f and g) (Engineering) of Ordinance No. 25-3240, and, therefore, Village Board approval of the Requested Zoning Relief is appropriate and consistent with the Village's approval of the Development.

If you have any questions regarding this matter, please feel free to contact Director Valone or me.

**ACKNOWLEDGMENT AND AGREEMENT
TO COMPLY WITH THE OBLIGATIONS, CONDITIONS, TERMS AND PROVISIONS
SET FORTH IN WESTERN SPRINGS ORDINANCE NO. 25-_____**

I, Paul McNaughton, Managing Member of McNaughton Development, LLC, the contract purchaser of the above-described Property (5600 South Wolf Road) and the prospective acquirer of the Lawn Avenue ROW Parcel, have read and understand each of the above obligations, conditions, terms and provisions of this Ordinance that are required of McNaughton Development, LLC, including the obligations, conditions, terms and provisions set forth at Section 3 above, and have signed this ACKNOWLEDGMENT AND AGREEMENT, as an authorized corporate officer of McNaughton Development, LLC, to confirm that McNaughton Development, LLC shall be bound by such obligations, conditions, terms and provisions.

McNaughton Development, LLC

By: _____
Managing Member

By: _____
Notary Public

Name: _____ Paul McNaughton _____

Date: _____, 2025.

Date: _____, 2025.

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my office, entitled:

ORDINANCE NO. 25-__

**AN ORDINANCE APPROVING A WAIVER OF CERTAIN PLANNED DEVELOPMENT
SUBMISSION REQUIREMENTS AND A MAJOR AMENDMENT TO THE VILLAGE-APPROVED
FINAL PLANS OF THE CONDITIONAL USE PERMIT FOR A PLANNED DEVELOPMENT ISSUED
FOR THE 29 UNIT HERITAGE CROSSING TOWNHOME DEVELOPMENT LOCATED AT THE
5600 SOUTH WOLF ROAD PROPERTY TO AUTHORIZE THE USE OF
A REVISED STORMWATER DRAINAGE PLAN**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 14th day of April, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 14th day of April, 2025.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes 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 foregoing 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

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.A.

To: Board of Trustees

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 (For consideration under New Business)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on 4/8/2025 and recommended the award of a contract to the lowest responsive bidder, Performance Construction & Engineering, for the Springdale Drainage Improvement Project in 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

<u>Contractor Firm Name</u>	<u>Bid</u>
Performance Construction &	\$5,188,313.00

Engineering	
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. 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 approve 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
2. Resolution No. 25-_____ re Approval and Authorization of a Contract with Low

- Bidder Performance Construction and Engineering for Construction and
3. Group Exhibit A to Construction Contract between Village of Western Springs and Performance Construction & Engineering (Low Bid
 4. Group Exhibit A to Construction Contract between Village of Western Springs and Performance Construction & Engineering --Bid Sp



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,

A handwritten signature in black ink, appearing to read 'Alex Schaefer', with a stylized, cursive script.

Alex Schaefer, PE
Senior Project Manager

Enclosure as Noted

CC: Inga Cebelis – Village of Western Springs

N:\WESTERNSPRINGS\210513\Admin\Correspondence\LOR Koza Bid Award Recommendation_2025_0331.docx

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

				ENGINEER'S ESTIMATE		PERFORMANCE CONSTRUCTION & ENGINEERING		BOLDER CONTRACTORS		MARTAM CONSTRUCTION		ACQUA CONTRACTORS		
	NO.		UNIT	QUANTITY	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													

Village of Western Springs
Springdale Drainage Improvements Project
CBBEL Project No. 21-0513
Bids Opened March 24, 2025

				ENGINEER'S ESTIMATE		PERFORMANCE CONSTRUCTION & ENGINEERING		BOLDER CONTRACTORS		MARTAM CONSTRUCTION		ACQUA CONTRACTORS		
	NO.		UNIT	QUANTITY	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 TELEVISIONING	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

4.11.2025

RESOLUTION NO. 25-????

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: April 14, 2025

OTHER: None.

A RESOLUTION ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND LOW BIDDER PERFORMANCE CONSTRUCTION & ENGINEERING, LLC OF PLANO, ILLINOIS FOR THE CONSTRUCTION OF THE SPRINGDALE DRAINAGE IMPROVEMENTS IN WESTERN SPRINGS, ILLINOIS.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to construct a public works project referred to as the "Springdale Drainage Improvements Project", which shall include the construction of an approximately 1,500 linear foot supplemental storm sewer system and a detention basin and associated drainage and inlet structures as follows: The storm sewer system will run north along Howard Avenue from 54th Street to 52nd Place, then west along 52nd Place to the detention basin in Springdale Park in Western Springs, Illinois (the "Project"). The Project will confer the public benefit of mitigating flooding by providing adequate drainage to depressional areas of the residential neighborhood adjacent to Springdale Park and detention for excess stormwater runoff in this general area of the Village; and

WHEREAS, based on the competitive bidding of the Project, Performance Construction & Engineering, LLC of Plano, Illinois (the "Contractor") submitted the lowest, qualified, responsive base bid in the amount of \$5,188,313.00 (the "Low Bid" or the "Project Contract Price") to complete the Project; and

WHEREAS, the Village desires to accept and award the Low Bid submitted by the Contractor for the Completion of the Project, and to approve and enter into a construction contract ("Construction Contract") with the Contractor for completion of the Project. Copies of the Construction Contract and the Contractor's Low Bid and related bid documents are attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") desires to provide financial assistance to the Village to encourage the completion of the Project because of the public benefits of the stormwater management and flood reduction in this area, which will benefit the MWRDGC's waterworks system; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") has entered into an agreement with the Village to contribute funds in an amount that shall not exceed \$1,000,000.00 of the total, actual construction costs of the Project. The source of funds to pay for the Village's share of the Project are the Village General Funds, the Stormwater Utility Fee Funds, or such other eligible, available public funds that the Village appropriates and allocates to the Project. The source of MWRDGC funds for the construction of the Project is comprised of federal and State grant funds; and

WHEREAS, on at an open public meeting held on April 8, 2025, the Public Works and Water Committee (the "Committee") reviewed and discussed the Construction Contract and received input from the Village staff and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve the Construction Contract; and

WHEREAS, at an open public meeting held on April 14, 2025, the President and Board of Trustees of the Village reviewed and discussed the Construction Contract and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At its April 14, 2025 meeting, the President and Board of Trustees of the Village of Western Springs accepted the Committee's recommendation to approve and enter into the Construction Contract; and

WHEREAS, pursuant to the statutory and constitutional authority set forth in Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq.*), including Section 65 ILCS 5/11-110-1 of the Illinois Municipal Code (65 ILCS 5/11-110-1), the President and Board of Trustees of the Village of Western Springs find that it is protective of the health, welfare and safety of and in the best interests of the Village and its residents, property owners, local businesses and the public to approve and enter into the Construction Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution of Agreement. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Construction Contract, substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and authorize and direct the President and Clerk of the Village of Western Springs (or their designees) to execute the final version of the Construction Contract.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village further approve and authorize the expenditure of Village funds and/or other available funds to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Construction Contract, and also authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under the attached Construction Contract.

SECTION 4: Delivery of Signed Documents. After Village Board approval of this Resolution and the Agreement and their execution by the Village President and Village Clerk, or their designees, the Village Clerk, or their designee, shall arrange for the delivery of certified copies of this Resolution and the signed Construction Contract to the Contractor for execution, submittal and record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 14th day of April, 2025, and approved by me as President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

GROUP EXHIBIT "A"

**CONSTRUCTION CONTRACT BY AND BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND
PERFORMANCE CONSTRUCTION & ENGINEERING, LLC OF PLANO, ILLINOIS
FOR CONSTRUCTION OF
THE SPRINGDALE DRAINAGE IMPROVEMENTS IN WESTERN SPRINGS, ILLINOIS,
AND LOW BID AND RELATED BID DOCUMENTS**

(attached)

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 attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 25-__

A RESOLUTION ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND LOW BIDDER PERFORMANCE CONSTRUCTION & ENGINEERING, LLC OF PLANO, ILLINOIS FOR THE CONSTRUCTION OF THE SPRINGDALE DRAINAGE IMPROVEMENTS IN WESTERN SPRINGS, ILLINOIS

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 14th day of April, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 14th day of April, 2025.

I further certify that the vote on the question of the passage of the said Resolution by the Village President and 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 Village President and 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 Resolution, 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]

Local Agency
Proposal Bid Bond

Route Springdale Drainage
Improvement

County Cook

Local Agency Western Springs

Section N/A

RETURN WITH BID

PAPER BID BOND

WE Performance Construction & Engineering, LLC as PRINCIPAL,

and Amerisure Mutual Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 24th day of March, 2025

Principal

Performance Construction & Engineering, LLC

By: (Signature and Title) President
(Company Name)

By: _____
(Signature and Title)
(Company Name)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Amerisure Mutual Insurance Company
(Name of Surety)

By: (Signature of Attorney-in-Fact)
Jacqueline L. Drey

STATE OF ILLINOIS,

COUNTY OF Kendall

I, Holly Lietzow, a Notary Public in and for said county,
do hereby certify that Lonnie Avery & Jacqueline L. Drey

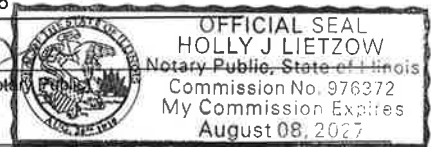
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of March, 2025

My commission expires 8/8/2027

Holly Lietzow



ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

**AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

**DAVID A. DOMINIANI, DUSTIN COOPER, KEVIN J. STENGER,
JACQUELINE L. DREY, JOAN LEU and MAURA P. KELLY**

of First Insurance Group LLC dba FNIC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of March, 2025.

Christopher M. Spaude, Chief Financial Officer & Treasurer

ADDENDUM #1
Village of Western Springs
Springdale Drainage Improvements
Date: March 6, 2025

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: Halley Dietz

Performance Const. & Eng LLC
Name of Company

ADDENDUM #2
Village of Western Springs
Springdale Drainage Improvements
Date: March 10, 2025

I acknowledge the receipt of Addendum #2 for the above referenced project:

Signed: Holly Dietman

Performance Const. & Eng LLC
Name of Company

ADDENDUM #3
Village of Western Springs
Springdale Drainage Improvements
Date: March 20, 2025

I acknowledge the receipt of Addendum #3 for the above referenced project:

Signed: Paula Dietz

Performance Const & Eng. LLC
Name of Company

VILLAGE OF WESTERN SPRINGS
SPRINGDALE DRAINAGE IMPROVEMENT PROJECT

Mandatory Pre-Bid Meeting Date:.....Monday, March 10, 2025
Mandatory Pre-Bid Meeting Time:.....10:00am
Bid Opening Date:.....Monday, March 24, 2025
Bid Opening Time:.....10:00am
Bid Opening Location:.....Western Springs Village Hall
Bid Deposit:5% of the Amount of Bid
Performance Bond:.....100% of the Amount of Bid

Obtain Information from:

Alex Schaefer, PE
Christopher B. Burke Engineering, Ltd.
16221 W. 159th Street, Suite 201
Lockport, IL 60441
(815) 770-2850
aschaefer@cbbel.com

Submit Bids to:

Village Clerk
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558
(708) 246-1800

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Western Springs and any successful Bidder. Do not detach any portion of this document. Invalidity could result.

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RETURN WITH BID

NOT A STATE PROJECT

NOTICE TO BIDDERS

County Cook
Local Public Agency Western Springs
Section Number N/A
Route Springdale Drainage Improvement

Sealed proposals for the improvement described below will be received at the office of Western Springs Village Clerk
740 Hillgrove Avenue, Western Springs, IL 60558 until 10:00 AM on March 24, 2025
Address Time Date

Sealed proposals will be opened and read publicly at the office of Western Springs Village Hall
740 Hillgrove Avenue, Western Springs, IL 60558 at 10:00 AM on March 24, 2025
Address Time Date

DESCRIPTION OF WORK

Name Springdale Drainage Improvement Length: 1,900 feet (0.36 miles)
Location Springdale Park, 52nd Place (Caroline Avenue to Howard Avenue) and Howard Avenue (52nd Place to 54th Street)
Proposed Improvement Stormwater Basin Excavation, Storm Sewer Installation, Sanitary Sewer Installation, Water Main Replacement, Roadway Restoration, Parkway Restoration, and Park/Ballfield Restoration

1. Plans and proposal forms will be available in the office of Electronically for a \$30 fee
QuestCDN #9247781 via the CBBEL website at www.cbbel.com/bidding-info ; Contact Alex Schaefer @ Aschaefer@cbbel.com
Address
2. ☒ Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - ~~d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - ~~e. BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Cook
Local Public Agency Western Springs
Section Number N/A
Route Springdale Drainage Improvement

1. Proposal of Performance Construction & Engineering, LLC

217 W John Street, Plano, IL 60545

for the improvement of the above section by the construction of Stormwater Basin Excavation, Storm Sewer Installation, Sanitary Sewer Installation, Water Main Replacement, Roadway Restoration, Parkway Restoration, and Park/Ballfield Restoration

a total distance of 1,900 feet, of which a distance of 1,900 feet, (0.36 miles) are to be improved.

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering Ltd. and approved by the Department of Transportation on N/A
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/30/2026 (Final) unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village _____ Treasurer of Western Springs

The amount of the check is 5% of the total bid price (_____)

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

NOT A STATE PROJECT

SCHEDULE OF PRICES

ADDENDUM #1

County Cook
Local Public Agency Western Springs
Section N/A
Route Springdale Drainage Improvement

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
	1	20100110	TREE REMOVAL (8 TO 15 UNITS DIAMETER)	UNIT	44	\$30.00	\$1,320.00
	2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	198	\$35.00	\$6,860.00
	3	20101000	TEMPORARY FENCE	FOOT	2300	\$12.00	\$27,600.00
	4	20101100	TREE TRUNK PROTECTION	EACH	63	\$100.00	\$6,300.00
*	5	20101200	TREE ROOT PRUNING	EACH	43	\$110.00	\$4,730.00
	6	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	12	\$50.00	\$600.00
	7	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	30	\$100.00	\$3,000.00
	8	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	6454	\$34.00	\$219,436.00
*	9	20700220	POROUS GRANULAR EMBANKMENT	CU YD	203	\$50.00	\$10,150.00
*	10	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	13345	\$17.00	\$226,865.00
	11	25100115	MULCH, METHOD 2	ACRE	4.8	\$2,500.00	\$12,000.00
	12	25100830	EROSION CONTROL BLANKET	SQ YD	23235	\$3.00	\$69,705.00
	13	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	500	\$3.00	\$1,500.00
	14	28000400	PERIMETER EROSION BARRIER	FOOT	2400	\$5.00	\$12,000.00
	15	28000500	INLET AND PIPE PROTECTION	EACH	3	\$500.00	\$1,500.00
*	16	28000510	INLET FILTERS	EACH	30	\$250.00	\$7,500.00
	17	28100107	STONE RIPRAP, CLASS A4	SQ YD	30	\$65.00	\$1,950.00
	18	28100111	STONE RIPRAP, CLASS A6	SQ YD	100	\$70.00	\$7,000.00
	19	28200200	FILTER FABRIC	SQ YD	130	\$3.00	\$390.00
	20	40800290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1177	\$0.01	\$11.77
	21	40803080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1174	\$80.00	\$93,920.00
	22	40804080	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	588	\$95.00	\$55,860.00
*	23	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6555	\$10.00	\$65,550.00
	24	42400800	DETECTABLE WARNINGS	SQ FT	150	\$50.00	\$7,500.00
	25	44000800	SIDEWALK REMOVAL	SQ FT	6655	\$3.00	\$19,965.00
	26	54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2	\$1,700.00	\$3,400.00
	27	54214539	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 54"	EACH	1	\$12,000.00	\$12,000.00
	28	54247110	GRATING FOR CONCRETE FLARED END SECTION 18"	EACH	2	\$1,000.00	\$2,000.00

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RETURN WITH BID

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
	29	54248190	GRATING FOR CONCRETE FLARED END SECTION EQUIVALENT ROUND-SIZE 54"	EACH	1	\$2,000.00	\$2,000.00
	30	550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	40	\$125.00	\$5,000.00
	31	550A2340	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	FOOT	45	\$150.00	\$6,750.00
	32	550A2360	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	FOOT	217	\$125.00	\$27,125.00
	33	550A2430	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 54"	FOOT	150	\$450.00	\$67,500.00
	34	550A2530	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 15"	FOOT	30	\$163.00	\$4,890.00
	35	550A2580	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 30"	FOOT	84	\$200.00	\$16,800.00
	36	550A2630	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 54"	FOOT	635	\$475.00	\$301,625.00
	37	550A2830	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3 54"	FOOT	385	\$525.00	\$202,125.00
	38	550A4720	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 54"	FOOT	295	\$400.00	\$118,000.00
*	39	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	54	\$35.00	\$1,890.00
*	40	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	1215	\$195.00	\$236,925.00
*	41	56105000	WATER VALVES 8"	EACH	11	\$2,400.00	\$26,400.00
*	42	56106400	ADJUSTING WATER MAIN 8"	FOOT	30	\$300.00	\$9,000.00
*	43	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	210	\$40.00	\$8,400.00
*	44	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	3	\$600.00	\$1,800.00
*	45	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	\$12,000.00	\$72,000.00
*	46	60108206	PIPE UNDERDRAINS, TYPE 2, 6"	FOOT	3000	\$35.00	\$105,000.00
*	47	60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	2	\$6,000.00	\$12,000.00
*	48	60207105	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	EACH	4	\$2,500.00	\$10,000.00
*	49	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$5,700.00	\$17,100.00
*	50	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$7,800.00	\$7,800.00
*	51	60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2	\$11,500.00	\$23,000.00
*	52	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$21,000.00	\$21,000.00
*	53	60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	1	\$2,200.00	\$2,200.00
	54	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	11	\$7,500.00	\$82,500.00
*	55	67100100	MOBILIZATION	L SUM	1	\$196,000.00	\$196,000.00
*	56	X0320067	BENCH REMOVAL	EACH	4	\$1,000.00	\$4,000.00
*	57	X0800006	PREPARATION OF BASE (SPECIAL)	SQ YD	4980	\$2.25	\$11,205.00
*	58	X1200015	VALVE VAULTS TO BE ABANDONED	EACH	7	\$1,000.00	\$7,000.00
*	59	X2080250	TRENCH BACKFILL, SPECIAL	CU YD	5876	\$20.00	\$117,520.00
*	60	X3580300	AGGREGATE BASE REPAIR (SPECIAL)	TON	441	\$18.00	\$7,938.00
*	61	X5610746	WATER MAIN LINE STOP 6"	EACH	2	\$13,000.00	\$26,000.00

RETURN WITH BID

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
*	62	X5610748	WATER MAIN LINE STOP 8"	EACH	1	\$13,200.00	\$13,200.00
*	63	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	5	\$1,500.00	\$7,500.00
*	64	X6026054	SANITARY MANHOLES TO BE REMOVED	EACH	1	\$1,600.00	\$1,600.00
*	65	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	\$2,100.00	\$2,100.00
*	66	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$150,000.00	\$150,000.00
*	67	XX004040	DOMESTIC WATER METER TO BE RELOCATED	EACH	1	\$1,200.00	\$1,200.00
*	68	XX005431	LOCATING UNDERGROUND UTILITY	EACH	5	\$500.00	\$2,500.00
*	69	XX005964	REMOVE AND RESET BRICK SIDEWALK	SQ FT	63	\$36.00	\$2,268.00
*	70	XX007605	LIMESTONE SCREENING SURFACE 3"	SQ YD	160	\$8.00	\$1,280.00
*	71	Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	230	\$45.00	\$10,350.00
*	72	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$98,000.00	\$98,000.00
*	73	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	7	\$1,200.00	\$8,400.00
*	74	Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	22	\$750.00	\$16,500.00
*	75	Z0022800	FENCE REMOVAL	FOOT	134	\$25.00	\$3,350.00
*	76	N/A	ALUMINUM BLEACHERS	EACH	4	\$4,000.00	\$16,000.00
*	77	N/A	AS-BUILT DRAWINGS	LSUM	1	\$15,000.00	\$15,000.00
*	78	N/A	BACKSTOP FENCE, 16FT HT	FOOT	96	\$1,100.00	\$105,600.00
*	79	N/A	BACKSTOP REMOVAL (COMPLETE)	EACH	2	\$8,000.00	\$16,000.00
*	80	N/A	BASES, HOME PLATE, PITCHING PLATE (SET)	EACH	2	\$5,000.00	\$10,000.00
*	81	N/A	CHAIN LINK FENCE, COATED, 4FT HT	FOOT	144	\$80.00	\$11,520.00
*	82	N/A	CHAIN LINK FENCE, COATED, 6FT HT	FOOT	128	\$90.00	\$11,520.00
*	83	N/A	CHAIN LINK FENCE, COATED, 8FT HT	FOOT	152	\$110.00	\$16,720.00
*	84	N/A	CLAY BRICK UNDERLAYMENT - BASEBALL INFIELD	SQ FT	170	\$145.00	\$24,650.00
*	85	N/A	CLAY INFIELD, 8" DEPTH	CU YD	210	\$415.00	\$87,150.00
*	86	N/A	COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT	FOOT	3011	\$43.00	\$129,473.00
*	87	N/A	DUCTILE IRON WATER MAIN 8" (DIRECTIONAL BORE)	FOOT	575	\$265.00	\$152,375.00
*	88	N/A	DUCTILE IRON WATER MAIN IN CASING 8"	FOOT	10	\$93.00	\$930.00
*	89	N/A	EARTH EXCAVATION (BASIN)	CU YD	3565	\$42.00	\$149,730.00
*	90	N/A	HIGH CAPACITY INLET, 5' DEPTH OR LESS	EACH	9	\$4,800.00	\$43,200.00
*	91	N/A	HIGH CAPACITY INLET, GREATER THAN 5' DEPTH	EACH	5	\$5,800.00	\$29,000.00
*	92	N/A	HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	160	\$60.00	\$9,600.00
*	93	N/A	HOT-MIX ASPHALT SURFACE REMOVAL (FULL DEPTH)	SQ YD	4980	\$10.00	\$49,800.00
*	94	N/A	IN-LINE CHECK VALVE, 30"	EACH	1	\$20,000.00	\$20,000.00

RETURN WITH BID

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
*	95	N/A	IRRIGATION REPAIR	UNIT	25000	\$1.00	\$25,000.00
*	96	N/A	JUNCTION CHAMBER WITH OVERFLOW WEIR	LSUM	1	\$139,729.23	\$139,729.23
*	97	N/A	LANDSCAPE RESTORATION - FIELD OF DREAMS SEED MIX	ACRE	4.8	\$6,000.00	\$28,800.00
*	98	N/A	LANDSCAPE RESTORATION - FIELD OF DREAMS SEED MIX (INTERSEEDING)	ACRE	9.6	\$2,900.00	\$27,840.00
*	99	N/A	LANDSCAPE RESTORATION - SODDING (SPRINGDALE PARK)	SQ YD	2000	\$14.00	\$28,000.00
*	100	N/A	LANDSCAPE RESTORATION - SUPPLEMENTAL WATERING	UNIT	1700	\$10.00	\$17,000.00
*	101	N/A	MISCELLANEOUS ADDITIONS AT THE VILLAGE'S DISCRETION	UNIT	150000	\$1.00	\$150,000.00
*	102	N/A	PARKWAY RESTORATION - SODDING	SQ YD	3607	\$14.00	\$50,498.00
*	103	N/A	PLAYER BENCHES	EACH	4	\$2,900.00	\$11,600.00
*	104	N/A	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	330	\$120.00	\$39,600.00
*	105	N/A	POST-CONSTRUCTION SEWER TELEVISIONING	FOOT	3700	\$3.50	\$12,950.00
*	106	N/A	PVC CASING PIPE, 16"	FOOT	10	\$150.00	\$1,500.00
*	107	N/A	RCP BULKHEAD, 54" EQRS.	EACH	1	\$3,500.00	\$3,500.00
*	108	N/A	RCP PIPE FITTING (NO RISER), 54", GREATER THAN 10' DEPTH	EACH	1	\$6,500.00	\$6,500.00
*	109	N/A	RCP PIPE FITTING (WITH RISER), 54" (EQRS), 10' DEPTH OR LESS	EACH	3	\$8,500.00	\$25,500.00
*	110	N/A	RCP PIPE FITTING (WITH RISER), 54", 10' DEPTH OR LESS	EACH	4	\$7,500.00	\$30,000.00
*	111	N/A	RCP PIPE FITTING (WITH RISER), 54", GREATER THAN 10' DEPTH	EACH	4	\$8,800.00	\$35,200.00
*	112	N/A	RCP PIPE FITTING TRANSITION, 54" EQRS. TO 54", 10' DEPTH OR LESS	EACH	1	\$8,500.00	\$8,500.00
*	113	N/A	RELOCATE PLAY COURT	LSUM	1	\$6,600.00	\$6,600.00
*	114	N/A	SANITARY MANHOLE, DROP, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$11,000.00	\$11,000.00
*	115	N/A	SANITARY MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	\$9,200.00	\$73,600.00
*	116	N/A	SANITARY SERVICE CONNECTION TO NEW SEWER	EACH	11	\$1,400.00	\$15,400.00
*	117	N/A	SANITARY SERVICE REPLACEMENT	FOOT	200	\$53.00	\$10,600.00
*	118	N/A	SANITARY SEWER, DUCTILE IRON, 8"	FOOT	63	\$165.00	\$10,395.00
*	119	N/A	SANITARY SEWER, PVC, 8"	FOOT	609	\$101.00	\$61,509.00
*	120	N/A	SANITARY SEWER, PVC, 8" (POINT REPAIR)	FOOT	15	\$508.00	\$7,620.00
*	121	N/A	SANITARY SEWERS, PVC (C900), 8"	FOOT	27	\$115.00	\$3,105.00
*	122	N/A	SHUT DOWN CONNECTION TO EXISTING 6" WATER MAIN	EACH	4	\$6,500.00	\$26,000.00
*	123	N/A	SHUT DOWN CONNECTION TO EXISTING 8" WATER MAIN	EACH	3	\$6,800.00	\$20,400.00
*	124	N/A	SITE DEWATERING	LSUM	1	\$133,500.00	\$133,500.00
*	125	N/A	STORM SEWERS, DUCTILE IRON, 30"	FOOT	32	\$400.00	\$12,800.00
*	126	N/A	STORM SEWERS, PVC (C900), 8"	FOOT	27	\$130.00	\$3,510.00
*	127	N/A	STORM SEWERS, PVC (C900), 12"	FOOT	125	\$135.00	\$16,875.00

RETURN WITH BID

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
*	128	N/A	STORM SEWERS, PVC (C900), 18"	FOOT	62	\$175.00	\$10,850.00
*	129	N/A	STORM SEWERS, PVC (C900), 24"	FOOT	98	\$225.00	\$22,050.00
*	130	N/A	STORM SEWERS, PVC, 18"	FOOT	52	\$155.00	\$8,060.00
*	131	N/A	STORM SEWERS, PVC, 24"	FOOT	30	\$210.00	\$6,300.00
*	132	N/A	TEMPORARY PATCHING (COLD PATCH)	SQ YD	750	\$20.00	\$15,000.00
*	133	N/A	TEMPORARY STONE	LSUM	1	\$25,000.00	\$25,000.00
*	134	N/A	TREES	EACH	9	\$900.00	\$8,100.00
*	135	N/A	UNDERDRAIN CLEANOUT	EACH	15	\$500.00	\$7,500.00
*	136	N/A	WATER SERVICE - FURNISHING 6-MONTH WATER FILTER	EACH	1	\$400.00	\$400.00
*	137	N/A	WATER SERVICE (LEAD) - INTERIOR RESTORATION	EACH	4	\$1,500.00	\$6,000.00
*	138	N/A	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT	FOOT	160	\$155.00	\$24,800.00
*	139	N/A	WATER SERVICE REPLACEMENT, LONG SIDE (1.5" DIA. OR LESS)	EACH	15	\$5,800.00	\$87,000.00
*	140	N/A	WATER SERVICE REPLACEMENT, SHORT SIDE (1.5" DIA. OR LESS)	EACH	15	\$3,800.00	\$57,000.00
* INDICATES SPECIAL PROVISION						BID TOTAL	\$5,188,313.00
END OF SCHEDULE OF PRICES							

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Cook
Local Public Agency	Western Springs
Section Number	N/A
Route	Springdale Drainage Improvement

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Cook
Local Public Agency Western Springs
Section Number N/A
Route Springdale Drainage Improvement

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Performance Construction & Engineering, LLC

Signed By 

President

Business Address 217 W John Street, Plano, IL 60545

Inset Names of Officers

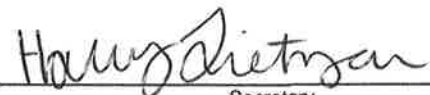


President Lonnie Avery

Secretary _____

Treasurer _____

Attest:


Secretary

Affidavit of Availability
For the Letting of 3/24/25

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

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**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Village of Bartlett	Village of Lee	Village of New Lenox	City of Naperville		
Estimated Completion Date	7/1/2025	8/1/2025	10/1/2025	8/4/2025		
Total Contract Price	\$5,542,223	\$818,880	\$698,870	\$1,038,250		Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor	\$497,059.57	\$548,390	\$568,870	\$1,038,250		
Uncompleted Dollar Value If Firm is the Subcontractor						
Total Value of All Work						\$2,652,569.57

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						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage	\$497,059.57	\$548,390	\$698,870	\$1,038,250		\$2,652,569.57
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals	\$497,059.57	\$548,390	\$698,870	\$1,038,250		\$2,652,569.57

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.

Affidavit of Availability For the Letting of 3/24/25

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

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**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Village of Winfield	City of Batavia	Village of Schiller Park	City of DeKalb		
Estimated Completion Date	6/16/2025	6/27/2025	6/1/2025	7/30/2025		
Total Contract Price	\$568,788	\$1,588,788	\$688,967	\$477,787		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$568,788	\$1,588,788	\$688,967	\$477,787		
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$3,324,330

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						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage	\$568,788	\$1,588,788	\$688,967	\$477,787		
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals	\$568,788	\$1,588,788	\$688,967	\$477,787		\$3,324,330

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.

**Affidavit of Availability
For the Letting of 3/24/25**

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

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**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	City of Aurora	Village of Westmont				
Estimated Completion Date	8/1/2025	12/1/2025				
Total Contract Price	\$3,338,777	\$6,568,713				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$3,338,777	\$6,568,713				
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$9,907,490

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						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage	\$3,338,777	\$6,568,713				\$9,907,490
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals	\$3,338,777	\$6,568,713				\$9,907,490

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.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that 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 24th day of March, 2025

Type or Print Name Lonnie Avery, President

Officer or Director

Title

Holly Lietzow
Notary Public

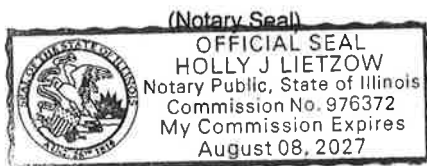
Signed

[Signature]

My commission expires 8/8/2027

Company Performance Construction & Engineering, LLC

Address 217 W John Street, Plano, IL 60545



RETURN WITH BID

BIDDER'S MATERIAL PROCUREMENT CERTIFICATION FORM

Performance Construction
& Engineering, LLC (Name of Bidder), having submitted a bid on a contract
for the **SPRINGDALE DRAINAGE IMPROVEMENT** to the VILLAGE, hereby certifies that
said BIDDER has contacted all necessary subcontractors, material suppliers, vendors, etc.
and has confirmed that materials are available upon request to complete said project by the
completion date(s) listed in the bid documents:

Interim Completion Date #1 – September 30, 2025

Interim Completion Date #2 – November 28, 2025

Final Completion – October 30, 2026

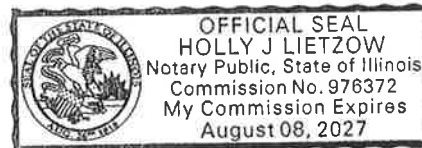
Below, the BIDDER shall disclose to the VILLAGE all material procurement delays known at
the time of bid:

Subcontractor/Material Supplier/Vendor	Material	Projected Lead Time

By: [Signature]
Authorized Agent of BIDDER

Subscribed and sworn to before me this 24th day of March, 2025.

[Signature]
Notary Public



The VILLAGE reserves the right to reject any or all bids, and to waive technicalities in bidding.
The VILLAGE reserves the right to reject the bid of any BIDDER who fails to complete this
form. The VILLAGE reserves the right to terminate the contract at any time if the awarded
BIDDER cannot complete the project by the completion date listed in the bid documents.

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE/WBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(u); WBE - Section 5(ff); SBE - Section 5(z).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE/WBE Subcontractor's Letter of Intent furnished to all MBEs and WBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE/WBE Utilization Plan and all signed MBE/WBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-4 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: Performance Construction & Engineering, LLC

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: lonnie6272@gmail.com

Total Bid: _____

**MBE/WBE UTILIZATION PLAN AND ALL SIGNED MBE/WBE
SUBCONTRACTOR'S LETTER OF INTENT MUST BE
COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!**

MBE UTILIZATION

Name of MBE and contact person: Sonican Trucking Inc, Armando Garcia

Business Phone Number: 630-433-1127 Email Address: sonicantruck04@gmail.com

Address: 707 N York St, Suite 103, Elmhurst IL 60126

Description of Work, Services or Supplies to be provided: Aggregate Trucking

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: \$215,000.00

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

(Attach additional sheets as needed)

MBE/ WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) Performance Const & Engineering LLC and the MWRDGC
RE: Contract Name: (Insert Name) Springdale Drainage Improvements
Contract Number: (Insert Number) _____
From: (Name of MBE/WBE Firm) Santora Trenching Inc MBE: Yes ☒ No ☐
WBE: Yes ☐ No ☐

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

If more space is needed to fully describe the MBE/WBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ 215,000 Two Hundred Fifteen Thousand Dollars and zero cents
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Miguel Cantoral / President
Name/Title (Print)

Date 03/19/2025

Phone 630-433-1127

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.

All bidders shall submit with the Bid, copies of MBE/WBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE and WBE listed in its MBE/WBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE and WBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE and WBE is a MBE or WBE within the meaning of this Revised Appendix D. Failure to submit the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE/WBE Subcontractor's Letter of Intent must conform to the MBE/WBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE/WBE Subcontractor's Letter of Intent will be acceptable.

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

UP-6

**Certification: View**[Certification List](#)[Submit Change Request](#)[View Letters & Certificates](#)[Add Date Alert](#)[Home](#)[View](#)[Search](#)[Message](#)[Settings](#)[Help & Support](#)[Logoff](#)[Show All](#)[Hide All](#)**Vendor Information**

BUSINESS NAME	Sonican Trucking, Inc.
SYSTEM VENDOR NUMBER	20061378
PRIMARY OWNER'S NAME	Mr. Miguel Cantoral
ETHNIC GROUP	Hispanic/Latino
GENDER	Male

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
EFFECTIVE DATE	5/23/2024
RENEWAL DATE	10/1/2025

Contact Information

MAIN COMPANY EMAIL	sonicantruck04@yahoo.com
MAIN PHONE	630-617-5670
MAIN FAX	630-617-5735

Addresses

PHYSICAL ADDRESS	707 N. York St., Ste. 103 Suite 103 Elmhurst, IL 60126 [map]
MAILING ADDRESS	707 N. York St., Ste. 103 Suite 103 Elmhurst, IL 60126 [map]

Miguel Cantoral
SONICAN TRUCKING, INC.

Powered by **B2Gnow**



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

December 2, 2024

CERTIFIED – RETURN RECEIPT REQUESTED

Mr. Miguel Cantoral
Sonican Trucking, Inc.
707 N. York St., Ste. 103
Elmhurst, IL 60126

Dear Mr. Cantoral

The Illinois Department of Transportation (IDOT) has approved the *Declaration of Eligibility* for Sonican Trucking, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *Declaration of Eligibility*. Your firm's next Declaration of Eligibility (DOE) is due on **January 1, 2026**. IDOT will send a DOE form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Debra Lee'.

Debra Lee
DBE Bureau Chief
Bureau of Small Business Enterprises

WBE UTILIZATION

Name of WBE and contact person: Huskie Contractors, Amber Dach

Business Phone Number: 703-474-4508 Email Address: adach@huskiecontractors.com

Address: 9451 N Woodgate Ln, Byron, IL 61010

Description of Work, Services or Supplies to be provided: Fence installation

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: \$151,175.00

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

(Attach additional sheets as needed)

UP-3

MBE/ WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) Performance Construction & Eng. LLC and the MWRDGC

RE: Contract Name: (Insert Name) Village of Western Springs - Springdale Drainage Improvements

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE Firm)

Huskie Contractors LLC

MBE: Yes ___ No ___

WBE: Yes X No ___

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

fence

If more space is needed to fully describe the MBE/WBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ 151,175.00

one hundred, fifty-one thousand and one hundred, seventy-five dollars

(Written in Figures)

(Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the M

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Amber Dach, owner

Name/Title (Print)

Date 3/20/25

Phone 703-474-4508

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.

All bidders shall submit with the Bid, copies of MBE/WBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE and WBE listed in its MBE/WBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE and WBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE and WBE is a MBE or WBE within the meaning of this Revised Appendix D. Failure to submit the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE/WBE Subcontractor's Letter of Intent must conform to the MBE/WBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE/WBE Subcontractor's Letter of Intent will be acceptable.

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!



Illinois Department of Transportation

Huskie Contractors, LLC

is hereby certified as a
Disadvantaged Business Enterprise

This certificate is valid under current firm ownership
and operational control only and supersedes any
authorization or listing previously issued.

A handwritten signature in cursive script, appearing to read 'Omer M. Osman'.

Omer M. Osman, P.E.
Secretary
Illinois Department of Transportation

A handwritten signature in cursive script, appearing to read 'Terrence D. Glavin'.

Terrence D. Glavin
Deputy Secretary
Illinois Department of Transportation

Effective the 25th day of July 2023



amber dach <adach@huskiecontractors.com>

CEI BEP: Certification Approved

1 message

State of Illinois Commission on Equity and Inclusion <ceibep@diversitysoftware.com>

Tue, Apr 16, 2024 at 11:21 AM

Reply-To: State of Illinois Commission on Equity and Inclusion <ceibep@diversitysoftware.com>

To: adach@huskiecontractors.com



Amber Dach
Huskie Contractors LLC
9451 N Woodgate Ln
Byron, IL 61010

Dear Business Owner:

Re: NCA Certification Approval Women Business Enterprise (WBE)
Certification Term Expires: May 2, 2025

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP) for Minorities, Females and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above as long as you continue to submit annual No -Change Affidavits and are found to still meet the requirements of the Program.

Your firm's name will appear in the State's Directory as a certified vendor with the BEP in the specialty area(s) of:

NIGP 15505: BARRIERS AND ENCLOSURES, CONSTRUCTION

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the BEP. We welcome your participation and wish you continued success.

7/30/24, 5:57 PM

Huskie Contractors LLC Mail - CEI BEP: Certification Approved

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlos Gutiérrez', with a stylized flourish at the end.

Carlos Gutiérrez
Certification Manager
Business Enterprise Program

This message was sent to: adach@huskiecontractors.com
Sent on: 4/16/2024 11:21:07 AM
System ReferenceID: 225724387

SIGNATURE SECTION

On Behalf of Performance Construction & Engineering, LLC I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs and WBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

3/24/2025

Date


Signature of Authorized officer

ATTEST:

Lonnie Avery, President

Print name and title


Secretary

630-273-2693

Phone number

- 1) **The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) **Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) **If a waiver is requested, the bidder must also complete the following "WAIVER REQUEST FORM."**

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!

VBE COMMITMENT FORM

1. Name of VBE: Semper Fi Landworks
Identify MBE, WBE Status: MBE/VOSB Address: 1215 Deer St.
City, State, Zip Code: Yorkville, IL 60560
Contact Person: Robert Velasquez Telephone Number: 630-518-8484
eMail Address: robert@semperfi.land
*Dollar Amount of Participation: \$ 45,000.00 Percent of Participation: 3 %
Scope of Work: Landscaping
-
2. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____
-
3. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____
-
4. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

* If a MBE or WBE will be utilized to accomplish the VBE Contract Goal, then the VBE commitment amount must be entered as a separate dollar amount. VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals.

Attach a copy of qualifications for each VBE business.

MBE/ WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) Performance Construction & Eng LLC and the MWRDGC

RE: Contract Name: (Insert Name) Springdale Drainage Improvements

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE Firm) Semper Fi Land Services MBE: Yes ☒ No ☐
WBE: Yes ☐ No ☒

VBE: YES ✓

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Rental of construction equipment

If more space is needed to fully describe the MBE/WBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ 45,000.00 Forty-Five Thousand and 00/00
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

Roberto R. Velazquez
(Signature of Owner, President or Authorized Agent of MBE/WBE)

Roberto R. Velazquez, President
Name/Title (Print)

Date 03/21/2025 Phone 630-518-8484

**THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID.
FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND
REJECTION OF THE BID.**

All bidders shall submit with the Bid, copies of MBE/WBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE and WBE listed in its MBE/WBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE and WBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE and WBE is a MBE or WBE within the meaning of this Revised Appendix D. Failure to submit the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE/WBE Subcontractor's Letter of Intent must conform to the MBE/WBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE/WBE Subcontractor's Letter of Intent will be acceptable.

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST accompany the Bid.

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611-3154

312.751.5600

BOARD OF COMMISSIONERS

Kari K. Steele
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Eira L. Corral Sepúlveda
Mariyana T. Spyropoulos

Richard L. Martinez, Jr.

Acting Diversity Administrator

312.751.4034

martinezr@mwrdd.org

March 27, 2024

Mr. Roberto Velazquez

President

Semper Fi Yard Services, Inc.,

1275 Golfview Street

Aurora, IL 60506

Vendor Number: 5017007

Dear Mr. Roberto Velazquez:

The result of our review concludes that **Semper Fi Yard Services, Inc.**, is certified as a **Minority Business Enterprise (MBE) Veteran Business Enterprise (VBE)** eligible to fulfill **Minority Business Enterprise (MBE) Veteran Business Enterprise (VBE)** requirements on Metropolitan Water Reclamation District of Greater Chicago (District) contracts. Your firm is certified as of **March 27, 2024**.

It is your firm's obligation to apply for re-certification no later than **April 1, 2026**. Re-certification may be revoked if it is determined that your firm is involved in bidding irregularities, contract fraud or misrepresentation of your firm's MBE, WBE or VBE status.

Your firm will be listed in the online edition of the District's Vendor Directory. The directory is located at mwrdd.org: Doing Business → Affirmative Action → Affirmative Action Vendor List. Your specialty area will be shown as:

Landscaping Services (Except Planning); Snow Plowing Services Combined with Landscaping Services (i.e., Seasonal Property Maintenance Services)

As a certified MBE, WBE or VBE, it is your obligation to promptly notify this office in writing of any changes or circumstances that affect your ability to meet ownership, size requirements and/or control of your firm. The notice must take the form of a notarized affidavit sworn to by the owner and provided within 30 days of the change. The District reserves the right to commence actions to revoke your firm's certification if this notification is not made.

Illinois law requires that all corporations secure a Certification of Authority from the Illinois Secretary of State prior to doing business in the State.

If you have any questions regarding MBE, WBE or VBE certification or District business opportunities, please contact Desiree Foster, Diversity Officer at 312-751-4036.

Sincerely,

Richard L. Martinez /RS

Richard L. Martinez, Jr.
Acting Diversity Administrator

RLM:kr

Illinois Bid Network

[Menu](#) [Register](#) [Logout](#)

NOTICE TO DISADVANTAGED BUSINESSES

[Edit](#)

Description : NOTICE TO DISADVANTAGED BUSINESSES From: PERFORMANCE CONSTRUCTION & ENG. IL. Is seeking Disadvantaged Businesses DBE for the following project: Village of Western Springs "Springdale Drainage Improvements" project that blds on Monday March 24, 2025 @ 10:00am. Subcontracting opportunities in the following areas: Asphalt & Paving, Concrete, Traffic Control & Protection, Tree Removal, Landscaping-Restoration & Trucking. Interested and qualified disadvantaged businesses (DBEs) should contact, in writing, (certified letter, return receipt requested), Performance Construction to discuss the project. Negotiations must be completed prior to Thursday March 20, 2025 @ 12pm, extended per Addendum. Performance Construction will take affirmative action to ensure that DBEs 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 to: hlietzowpce@gmail.com, or call PH: 630-273-2693
ALL QUOTES NEED TO BE MAILED, certified letter, return receipt requested to: Performance Construction & Engineering, 217 W. John Street, Plano, IL 60545, ATTN: Holly Lietzow.

Category : MBE/DBE/WBE/VBE/LBE

Expiration date : 04/30/2025

Publisher Information

Name : Holly Lietzow

Location : Illinois

TEL : 630-273-2693

Email : hlietzowpce@gmail.com

Posted:03/04/2025 08:39 am Last updated:03/05/2025 07:05 am

Post an Ad

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MBE/DBE/WBE/VBE/LBE

Misc. Items

Services Available

Services Needed



Illinois Department
of Transportation

Certificate of Eligibility

Performance Construction and Engineering, LLC
217 W. John Street PLANO, IL 60545

Contractor No 4684

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

\$52,788,000.00

001	EARTHWORK	\$1,050,000
012	DRAINAGE	\$12,775,000
017	CONCRETE CONSTRUCTION	\$500,000
034	DEMOLITION	\$600,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/8/2024 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 5/8/2024.


Engineer of Construction

VILLAGE OF WESTERN SPRINGS

SPRINGDALE DRAINAGE IMPROVEMENT PROJECT

Mandatory Pre-Bid Meeting Date:.....Monday, March 10, 2025
Mandatory Pre-Bid Meeting Time:.....10:00am
Bid Opening Date:..... Monday, March 24, 2025
Bid Opening Time:..... 10:00am
Bid Opening Location:..... Western Springs Village Hall
Bid Deposit: 5% of the Amount of Bid
Performance Bond:.....100% of the Amount of Bid

Obtain information from:

Alex Schaefer, PE
Christopher B. Burke Engineering, Ltd.
16221 W. 159th Street, Suite 201
Lockport, IL 60441
(815) 770-2850
aschaefer@cbbel.com

Submit Bids to:

Village Clerk
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558
(708) 246-1800

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Western Springs and any successful Bidder. Do not detach any portion of this document. Invalidity could result.

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Proposal Bid Bond
Affidavit of Availability
Bidder's Material Procurement Certification Form

TAB 1

Index of Special Provisions
Special Provisions
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LR1030-2 Special Provision for Local Quality Assurance/Quality Management QC/QA

TAB 2

Prevailing Wages

TAB 3

IDOT Standard Details

TAB 4

Soil Boring Reports & LPC 663 Form (Sewer Portion)
Soil Boring Reports & LPC 663 Form (Basin Portion)

TAB 5

MWRD Affirmative Action Ordinance
MWRD MBE/WBE Utilization Plan
MWRD Veteran-Owned Business Enterprise Contracting Policy Requirements
MWRD Affirmative Action Status Report

RETURN WITH BID

NOT A STATE PROJECT

NOTICE TO BIDDERS

County Cook
 Local Public Agency Western Springs
 Section Number N/A
 Route Springdale Drainage Improvement

Sealed proposals for the improvement described below will be received at the office of Western Springs Village Clerk
740 Hillgrove Avenue, Western Springs, IL 60558 until 10:00 AM on March 24, 2025
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Western Springs Village Hall
740 Hillgrove Avenue, Western Springs, IL 60558 at 10:00 AM on March 24, 2025
 Address Time Date

DESCRIPTION OF WORK

Name Springdale Drainage Improvement Length: 1,900 feet (0.36 miles)
 Location Springdale Park, 52nd Place (Caroline Avenue to Howard Avenue) and Howard Avenue (52nd Place to 54th Street)
 Proposed Improvement Stormwater Basin Excavation, Storm Sewer Installation, Sanitary Sewer Installation, Water Main Replacement, Roadway Restoration, Parkway Restoration, and Park/Ballfield Restoration

1. Plans and proposal forms will be available in the office of Electronically for a \$30 fee
QuestCDN #9247781 via the CBBEL website at www.cbbel.com/bidding-info ; Contact Alex Schaefer @ Aschaefer@cbbel.com
 Address

2. ☒ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- ~~d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
- ~~e. BLR 12326: Affidavit of Illinois Business Office~~

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Cook
Local Public Agency Western Springs
Section Number N/A
Route Springdale Drainage Improvement

1. Proposal of _____
for the improvement of the above section by the construction of Stormwater Basin Excavation, Storm Sewer Installation, Sanitary Sewer Installation, Water Main Replacement, Roadway Restoration, Parkway Restoration, and Park/Ballfield Restoration
a total distance of 1,900 feet, of which a distance of 1,900 feet, (0.36 miles) are to be improved.
2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering Ltd.
and approved by the Department of Transportation on N/A
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/30/2026 (Final) unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
Village Treasurer of Western Springs
The amount of the check is 5% of the total bid price (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

NOT A STATE PROJECT

SCHEDULE OF PRICES

County Cook
 Local Public Agency Western Springs
 Section N/A
 Route Springdale Drainage Improvement

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
	1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	44		
	2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	196		
	3	20101000	TEMPORARY FENCE	FOOT	2300		
	4	20101100	TREE TRUNK PROTECTION	EACH	63		
*	5	20101200	TREE ROOT PRUNING	EACH	43		
	6	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	12		
	7	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	30		
	8	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	6454		
*	9	20700220	POROUS GRANULAR EMBANKMENT	CU YD	203		
*	10	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	13345		
	11	25100115	MULCH, METHOD 2	ACRE	4.8		
	12	25100630	EROSION CONTROL BLANKET	SQ YD	23235		
	13	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	500		
	14	28000400	PERIMETER EROSION BARRIER	FOOT	2400		
	15	28000500	INLET AND PIPE PROTECTION	EACH	3		
*	16	28000510	INLET FILTERS	EACH	30		
	17	28100107	STONE RIPRAP, CLASS A4	SQ YD	30		
	18	28100111	STONE RIPRAP, CLASS A6	SQ YD	100		
	19	28200200	FILTER FABRIC	SQ YD	130		
	20	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1177		
	21	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1174		
	22	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	588		
*	23	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6555		
	24	42400800	DETECTABLE WARNINGS	SQ FT	150		
	25	44000600	SIDEWALK REMOVAL	SQ FT	6655		
	26	54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2		
	27	54214539	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 54"	EACH	1		
	28	54247110	GRATING FOR CONCRETE FLARED END SECTION 18"	EACH	2		

RETURN WITH BID

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
	29	54248190	GRATING FOR CONCRETE FLARED END SECTION EQUIVALENT ROUND-SIZE 54"	EACH	1		
	30	550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	40		
	31	550A2340	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	FOOT	45		
	32	550A2360	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	FOOT	217		
	33	550A2430	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 54"	FOOT	150		
	34	550A2530	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 15"	FOOT	30		
	35	550A2580	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 30"	FOOT	84		
	36	550A2630	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 54"	FOOT	635		
	37	550A2830	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3 54"	FOOT	385		
	38	550A4720	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 54"	FOOT	295		
*	39	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	54		
*	40	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	1215		
*	41	56105000	WATER VALVES 8"	EACH	11		
*	42	56106400	ADJUSTING WATER MAIN 8"	FOOT	30		
*	43	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	210		
*	44	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	3		
*	45	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6		
*	46	60108206	PIPE UNDERDRAINS, TYPE 2, 6"	FOOT	3000		
*	47	60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	2		
*	48	60207105	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	EACH	4		
*	49	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
*	50	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	51	60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2		
*	52	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	53	60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	1		
	54	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	11		
*	55	67100100	MOBILIZATION	L SUM	1		
*	56	X0320067	BENCH REMOVAL	EACH	4		
*	57	X0800006	PREPARATION OF BASE (SPECIAL)	SQ YD	4980		
*	58	X1200015	VALVE VAULTS TO BE ABANDONED	EACH	7		
*	59	X2080250	TRENCH BACKFILL, SPECIAL	CU YD	5876		
*	60	X3580300	AGGREGATE BASE REPAIR (SPECIAL)	TON	441		
*	61	X5610746	WATER MAIN LINE STOP 6"	EACH	2		

RETURN WITH BID

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
*	62	X5610748	WATER MAIN LINE STOP 8"	EACH	1		
*	63	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	5		
*	64	X6026054	SANITARY MANHOLES TO BE REMOVED	EACH	1		
*	65	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1		
*	66	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		
*	67	XX004040	DOMESTIC WATER METER TO BE RELOCATED	EACH	1		
*	68	XX005431	LOCATING UNDERGROUND UTILITY	EACH	5		
*	69	XX005964	REMOVE AND RESET BRICK SIDEWALK	SQ FT	63		
*	70	XX007605	LIMESTONE SCREENING SURFACE 3"	SQ YD	160		
*	71	Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	230		
*	72	Z0013798	CONSTRUCTION LAYOUT	L SUM	1		
*	73	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	7		
*	74	Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	22		
*	75	Z0022800	FENCE REMOVAL	FOOT	134		
*	76	N/A	ALUMINUM BLEACHERS	EACH	4		
*	77	N/A	AS-BUILT DRAWINGS	LSUM	1		
*	78	N/A	BACKSTOP FENCE, 16FT HT	FOOT	112		
*	79	N/A	BACKSTOP REMOVAL (COMPLETE)	EACH	2		
*	80	N/A	BASES, HOME PLATE, PITCHING PLATE (SET)	EACH	2		
*	81	N/A	CHAIN LINK FENCE, COATED, 4FT HT	FOOT	144		
*	82	N/A	CHAIN LINK FENCE, COATED, 6FT HT	FOOT	128		
*	83	N/A	CHAIN LINK FENCE, COATED, 8FT HT	FOOT	88		
*	84	N/A	CLAY BRICK UNDERLAYMENT - BASEBALL INFIELD	SQ FT	170		
*	85	N/A	CLAY INFIELD, 8" DEPTH	CU YD	210		
*	86	N/A	COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT	FOOT	3011		
*	87	N/A	DUCTILE IRON WATER MAIN 8" (DIRECTIONAL BORE)	FOOT	575		
*	88	N/A	DUCTILE IRON WATER MAIN IN CASING 8"	FOOT	10		
*	89	N/A	EARTH EXCAVATION (BASIN)	CU YD	3565		
*	90	N/A	HIGH CAPACITY INLET, 5' DEPTH OR LESS	EACH	9		
*	91	N/A	HIGH CAPACITY INLET, GREATER THAN 5' DEPTH	EACH	5		
*	92	N/A	HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	160		
*	93	N/A	HOT-MIX ASPHALT SURFACE REMOVAL (FULL DEPTH)	SQ YD	4980		
*	94	N/A	IN-LINE CHECK VALVE, 30"	EACH	1		

RETURN WITH BID

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
*	95	N/A	IRRIGATION REPAIR	UNIT	25000	\$1.00	\$25,000.00
*	96	N/A	JUNCTION CHAMBER WITH OVERFLOW WEIR	LSUM	1		
*	97	N/A	LANDSCAPE RESTORATION - FIELD OF DREAMS SEED MIX	ACRE	4.8		
*	98	N/A	LANDSCAPE RESTORATION - FIELD OF DREAMS SEED MIX (INTERSEEDING)	ACRE	9.6		
*	99	N/A	LANDSCAPE RESTORATION - SODDING (SPRINGDALE PARK)	SQ YD	2000		
*	100	N/A	LANDSCAPE RESTORATION - SUPPLEMENTAL WATERING	UNIT	1700		
*	101	N/A	MISCELLANEOUS ADDITIONS AT THE VILLAGE'S DISCRETION	UNIT	150000	\$1.00	\$150,000.00
*	102	N/A	PARKWAY RESTORATION - SODDING	SQ YD	3607		
*	103	N/A	PLAYER BENCHES	EACH	4		
*	104	N/A	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	330		
*	105	N/A	POST-CONSTRUCTION SEWER TELEVISIONING	FOOT	3700		
*	106	N/A	PVC CASING PIPE, 16"	FOOT	10		
*	107	N/A	RCP BULKHEAD, 54" EQRS.	EACH	1		
*	108	N/A	RCP PIPE FITTING (NO RISER), 54", GREATER THAN 10' DEPTH	EACH	1		
*	109	N/A	RCP PIPE FITTING (WITH RISER), 54" (EQRS), 10' DEPTH OR LESS	EACH	3		
*	110	N/A	RCP PIPE FITTING (WITH RISER), 54", 10' DEPTH OR LESS	EACH	4		
*	111	N/A	RCP PIPE FITTING (WITH RISER), 54", GREATER THAN 10' DEPTH	EACH	4		
*	112	N/A	RCP PIPE FITTING TRANSITION, 54" EQRS. TO 54", 10' DEPTH OR LESS	EACH	1		
*	113	N/A	RELOCATE PLAY COURT	LSUM	1		
*	114	N/A	SANITARY MANHOLE, DROP, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	115	N/A	SANITARY MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8		
*	116	N/A	SANITARY SERVICE CONNECTION TO NEW SEWER	EACH	11		
*	117	N/A	SANITARY SERVICE REPLACEMENT	FOOT	200		
*	118	N/A	SANITARY SEWER, DUCTILE IRON, 8"	FOOT	63		
*	119	N/A	SANITARY SEWER, PVC, 8"	FOOT	609		
*	120	N/A	SANITARY SEWER, PVC, 8" (POINT REPAIR)	FOOT	15		
*	121	N/A	SANITARY SEWERS, PVC (C900), 8"	FOOT	27		
*	122	N/A	SHUT DOWN CONNECTION TO EXISTING 6" WATER MAIN	EACH	4		
*	123	N/A	SHUT DOWN CONNECTION TO EXISTING 8" WATER MAIN	EACH	3		
*	124	N/A	SITE DEWATERING	LSUM	1		
*	125	N/A	STORM SEWERS, DUCTILE IRON, 30"	FOOT	32		
*	126	N/A	STORM SEWERS, PVC (C900), 8"	FOOT	27		
*	127	N/A	STORM SEWERS, PVC (C900), 12"	FOOT	125		

RETURN WITH BID

SP	Item No.	Pay Item Number	Items	Unit	Quantity	Unit Price	Total
*	128	N/A	STORM SEWERS, PVC (C900), 18"	FOOT	62		
*	129	N/A	STORM SEWERS, PVC (C900), 24"	FOOT	98		
*	130	N/A	STORM SEWERS, PVC, 18"	FOOT	52		
*	131	N/A	STORM SEWERS, PVC, 24"	FOOT	30		
*	132	N/A	TEMPORARY PATCHING (COLD PATCH)	SQ YD	750		
*	133	N/A	TEMPORARY STONE	LSUM	1		
*	134	N/A	TREES	EACH	9		
*	135	N/A	UNDERDRAIN CLEANOUT	EACH	15		
*	136	N/A	WATER SERVICE - FURNISHING 6-MONTH WATER FILTER	EACH	1		
*	137	N/A	WATER SERVICE (LEAD) - INTERIOR RESTORATION	EACH	4		
*	138	N/A	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT	FOOT	160		
*	139	N/A	WATER SERVICE REPLACEMENT, LONG SIDE (1.5" DIA. OR LESS)	EACH	15		
*	140	N/A	WATER SERVICE REPLACEMENT, SHORT SIDE (1.5" DIA. OR LESS)	EACH	15		
* INDICATES SPECIAL PROVISION						BID TOTAL	
END OF SCHEDULE OF PRICES							

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Cook
Local Public Agency	Western Springs
Section Number	N/A
Route	Springdale Drainage Improvement

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Cook
Local Public Agency Western Springs
Section Number N/A
Route Springdale Drainage Improvement

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Insert Names of Officers



President

Secretary

Treasurer

Attest: _____
Secretary

Local Agency
Proposal Bid Bond

Route Springdale Drainage
Improvement
County Cook
Local Agency Western Springs
Section N/A

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,

and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name)

(Company Name)

By: _____
(Signature and Title)

By: _____
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

By: _____
(Signature of Attorney-in-Fact)

(Name of Surety)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,
do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
(Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

Affidavit of Availability For the Letting of 3/24/25

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

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**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals						

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.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that 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 _____ day of _____, _____ Type or Print Name _____ Officer or Director _____ Title _____

Signed _____

Notary Public

My commission expires _____

(Notary Seal)

Company _____

Address _____

BIDDER'S MATERIAL PROCUREMENT CERTIFICATION FORM

_____ (Name of Bidder), having submitted a bid on a contract for the **SPRINGDALE DRAINAGE IMPROVEMENT** to the VILLAGE, hereby certifies that said BIDDER has contacted all necessary subcontractors, material suppliers, vendors, etc. and has confirmed that materials are available upon request to complete said project by the completion date(s) listed in the bid documents:

Interim Completion Date #1 – September 30, 2025

Interim Completion Date #2 – November 28, 2025

Final Completion – October 30, 2026

Below, the BIDDER shall disclose to the VILLAGE all material procurement delays known at the time of bid:

Subcontractor/Material Supplier/Vendor	Material	Projected Lead Time
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Authorized Agent of BIDDER

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

The VILLAGE reserves the right to reject any or all bids, and to waive technicalities in bidding. The VILLAGE reserves the right to reject the bid of any BIDDER who fails to complete this form. The VILLAGE reserves the right to terminate the contract at any time if the awarded BIDDER cannot complete the project by the completion date listed in the bid documents.

TAB 1
SPECIAL PROVISIONS

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**PROJECT SPECIAL PROVISIONS
FOR
VILLAGE OF WESTERN SPRINGS
SPRINGDALE DRAINAGE IMPROVEMENT PROJECT**

DEFINITIONS

The term "Village" or "Owner" whenever used in the contract documents shall be construed to mean the Village of Western Springs, Cook County, Illinois.

The term "Engineer" whenever used in the contract documents shall be construed to mean the Village Engineer or the appointed representative by the Owner.

The term "Bidder" whenever used in the contract documents shall be construed to mean any person or firm submitting a bid to the Village or its appointed representative.

The term "Contractor" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the Village for the work so specified or its appointed representative.

The term "Subcontractor" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the Contractor for the work so specified or its appointed representative.

The term "Standard Specifications" whenever used in this document shall be construed to mean the "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions", most recently adopted, as amended; the "Standard Specifications for Traffic Control Items"; and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect; all issued by the State of Illinois, Department of Transportation.

The term "Water and Sewer Specifications" whenever used in this document shall be construed to mean the "Standard Specifications for Water and Sewer Main Construction in Illinois", current edition, available from the Associated General Contractors of Illinois or the Illinois Society of Professional Engineers.

CONDITIONS

BIDDERS are responsible to become familiar with all conditions, instructions, and contract documents governing this bid and shall inspect the site and conditions pertinent to the work involved. Submission of a bid will be considered specific evidence of having performed the above. Failure to make such an inspection shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

AVAILABILITY OF CONTRACT DOCUMENTS

The Bidding Documents can be obtained through QuestCDN via the CBEL website at www.cbhel.com/bidding-info or at www.questcdn.com under Login using **QuestCDN #9247781** for a \$30 nonrefundable fee. A QuestCDN login will be required for each planholder. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading digital product information. **Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.**

MANDATORY PRE-BID MEETING

A Mandatory Pre-Bid Meeting will be held at Western Springs Village Hall, 740 Hillgrove Avenue, Western Springs, IL 60558 on March 10, 2025, at 10:00 am. All prospective bidders shall be in attendance to be qualified to bid.

CLARIFICATIONS OF CONTRACT DOCUMENTS

Any BIDDER in doubt as to the true meaning of any part of the contract documents, shall email all questions to the Engineer – Alex Schaefer, Christopher B. Burke Engineering, Ltd at aschaefer@cbhel.com.

DISQUALIFICATION OF BIDS

The following will be cause for disqualification of bids:

- a. Prices excessively high and/or exceed monies available for the intended work;
- b. Failure to submit bid security or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- e. Bidder in anyway limits the Rights of the Village;
- f. Reasonable basis to suspect either conflict of interest or collusion among BIDDERS;
- g. Bidder fails to submit required information, literature, or affidavits with bid;
- h. Late bids;
- i. Failure of any authorized person to sign any required forms or to sign the bid; and
- j. Bidder is prohibited by local, state or federal law from entering into public contracts.

AWARD OF CONTRACT

The award of this contract is contingent on the execution of Inter-Governmental Agreements between the Village of Western Springs and Western Springs Park District, and the Village and Metropolitan Water Reclamation District (MWRD). No Bidders may withdraw a bid within 90 days after the actual bid opening date. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Village and the Bidder.

COMPETENCY OF BIDDER

The Bidder, if requested in writing, must present within three (3) working days, evidence satisfactory to the Village of ability and possession of necessary facilities, prior experience, financial resources, and adequate insurance to comply with the terms of these contract documents.

IDOT PREQUALIFICATION

Bidder proposing to perform storm sewer trenching and installation work shall be IDOT Pre-Qualified for 012 – Drainage (\$4,000,000 minimum).

Prequalification by IDOT will be required of all subcontractors on this project in the respective discipline(s) they will be responsible for constructing. The Village may choose to waive this requirement if, in the Village's determination, the contractor has demonstrated the ability to perform work of a similar nature and scope to that set forth in this contract.

WORK WITHIN SPRINGDALE PARK

It is the Village's intention for the Contractor to stage work on this project to prioritize work within Springdale Park so the initial seeding and erosion control blanket can be placed prior to September 30, 2025. After the first full growing season, the Engineer will determine if additional seeding/interseeding applications shall be required for adequate growth and to fill in bare spots or areas. The Contractor shall place any supplemental seeding between April 1, 2026 and June 15, 2026 as directed by the Engineer.

All seeding operations shall be completed in accordance with the Special Provision for LANDSCAPE RESTORATION – FIELD OF DREAMS SEED MIX provided herein. Maintenance and watering of the seeding shall be in accordance with the Special Provisions for LANDSCAPE RESTORATION – FIELD OF DRAMS SEED MIX (INTERSEEDING) AND LANDSCAPE RESTORATION – SUPPLEMENTAL WATERING.

Springdale Park will be closed for this project for all of 2026 with the intent to begin events in the Spring of 2027. The Contractor shall pay special attention to the PROJECT SCHEDULE AND COMPLETION OF WORK and FAILURE TO COMPLETE THE WORK ON TIME special provisions provided herein.

All trenches and open holes within the park shall be backfilled, covered, and/or protected with temporary fence when work is not occurring. Unless otherwise approved by the Village and/or Park District, temporary fence shall be installed around the perimeter for the duration of construction within the park to prioritize safety and minimize damage to the new grassed areas during growing season. Any stockpiles within the park shall be located to minimize disturbance to seeded areas. Stockpiles shall be fully removed from the proposed basin upon completion of seeding operations.

The Contractor shall be responsible for coordinating the schedule and work within the park with the Village and Park District. Regular meetings may be required between the Contractor, Village and Park District staff members for the duration of construction.

PROJECT SCHEDULE AND COMPLETION OF WORK

No work shall be allowed to begin on this project prior to **June 16, 2025**. The Contractor shall sequence work to meet the following construction deadlines:

Interim Completion Date #1 – September 30, 2025

- Substantial completion of the stormwater basin including:
 - All topsoil excavation and placement, basin excavation/grading, undrain installation, basin outlet storm sewer installation, 54" EQRS. outfall construction, seeding and erosion control blanket installation.
 - Any remaining topsoil stockpiles shall be relocated outside of the basin/playing field area at locations approved by the Engineer and Village.

Interim Completion Date #2 – November 28, 2025

- Substantial completion of all utility and roadway work within the Village right-of-way including:
 - Water main installation, storm sewer installation, sanitary sewer installation, curb & gutter replacement, driveway replacement, sidewalk replacement and parkway restoration.
- Installation of all baseball fields and appurtenances.
- Supplemental seeding or seeding repair with Springdale Park shall be completed.

Final Completion – October 30, 2026

- Final landscape maintenance and/or restoration.
- Punch list items.

The Contractor shall provide a detailed work schedule prior to construction for Village approval and will be required to submit bi-weekly schedule updates during construction.

FAILURE TO COMPLETE THE WORK ON TIME

The Contractor shall be assessed liquidated damages for failure to complete work on time as required by the contract documents. Liquidated damages shall be assessed per calendar or overrun in accordance with the following schedule:

Interim Completion Date #1: \$1,500 per calendar day

Interim Completion Date #2: \$1,500 per calendar day

Final Completion: \$2,300 per calendar day

Further, the Contractor shall be financially responsible for any and all additional expenses incurred by the Engineer due to additional work being required on the part of the Engineer as a result of the Contractor's Failure to Complete Work on Time. The Village will deduct these expenses from any monies due or to become due to the Contractor from the Village.

MWRD STORMWATER PARTNERSHIP REQUIREMENTS

The Village has obtained partial funding for this project from the Metropolitan Water Reclamation District's (MWRD) Stormwater Partnership Program in the amount of nineteen percent (19%) of the total construct costs up to 1 million dollars (\$1,000,000). The Contractor

shall complete all work in accordance with MWRD requirements and shall comply with MWRD's Affirmative Action Ordinance and Diversity Policy.

The Contractor **must** meet the following participation requirements applicable to the Project before construction is completed:

- a. Twenty Percent (20%) of the total amount of reimbursement provided by the MWRD for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE"); and
- b. Ten Percent (10%) of the total amount of reimbursement provided by the MWRD for the Project must be applied to work performed by Women-owned Business Enterprises ("WBE").

The Contractor **should** meet the following participation goal applicable to the Project before construction is completed:

- a. three percent (3%) of the total amount of reimbursement provided by the MWRD for the Project should be applied to work performed by Veteran-owned Business Enterprises ("VBE").

All bidders shall be required to provide the MBE/WBE Utilization Plan Form, MBE/WBE Subcontractor's Letter of Intent, and the VBE Commitment Form located in Tab 5 with their bids. The MWRD Affirmative Action Ordinance (Appendix D) is also provided in Tab 5 for reference.

Every 30 days from the start of construction until its completion, the Contractor must submit to the Village the following: (1) an Affirmative Action Status Report ("Status Report"); (2) full or partial lien waivers from the participating MBE/WBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

The Contractor shall be responsible for tracking "MBE", "WBE", and "VBE" work performed. The Contractor shall include "MBE", "WBE", and "VBE" work performed to date with every pay estimate.

If the Contractor fails to meet MWRD's Affirmative Action requirements, the amount of MWRD grant money equal to the proportionate share of the shortfall may be withheld from the final payment to the Contractor.

SUBLETTING OF CONTRACT

The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. In no case shall such consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

PREVAILING WAGE REQUIREMENT

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

DIRECTION OF WORK

The Contractor shall commence the work at such points as the Engineer may direct. The Contractor shall conform to any and all directions as to the order, manner, or time in which the different parts of the work shall be done. All verbal or written instructions from the Engineer in explanation of the contract documents made during the progress of the work must be strictly obeyed by the Contractor as though they had been fully written herein. All such explanations of said contract documents shall be final and conclusive. When more than one kind of material is mentioned in these specifications the Engineer shall approve the material to be used.

INTERPRETATION OF CONTRACT DOCUMENTS

The Engineer shall in all cases determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Engineer shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish under the terms of the contract.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Bidder acknowledges that, prior to submission of its bid, it has taken steps necessary to ascertain the nature and location of the Work, and that it has investigated, confirmed, verified as correct and satisfied itself as to the general and local conditions which can affect the Work or its costs, including but not limited to:

- 1) Location and load capacity of existing roadways, utilities, corresponding pavement, shoulders, curb and gutter, combined sewer, storm sewers, and water main, bearing upon transportation, disposal, handling and storage of materials
- 2) The availability of labor, water, electric power and roads
- 3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site

- 4) The conformation and conditions of the ground and existing detention ponds
- 5) The character of equipment and facilities needed prior to and during work performance
- 6) Subsurface conditions at the site of Work
- 7) The quantities and qualities of all materials, equipment, and labor set forth in the Bid Proposal, plans and drawings and specifications that are necessary to complete all the Work as required under the Contract Documents
- 8) The location, condition, compatibility, configuration of all existing utilities and infrastructure.

The Bidder also acknowledges that it has verified as correct, confirmed and satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, if any, as well as from the drawings, plans and specifications made a part of the bidding documents. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Village.

Village assumes no responsibility for any conclusions or interpretations made by the Bidder based on information made available by the Village of the project. Nor does the Village assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the acceptance of the bid offer and execution of the contract, unless that understanding or representation is expressly stated in this contract.

PROGRESS OF THE WORK

If the Contractor shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the Engineer relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Engineer shall notify the Contractor, in writing, to that effect. If the Contractor does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Engineer insure the satisfactory completion of the work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, the Engineer may put on the necessary force, at the cost to the Contractor, to correct such delay or the Village may declare the Contractor to be in default and terminate the contract as provided for herein.

RESPONSIBILITY FOR CONDUCT OF WORK

The Contractor shall be responsible to conduct the work in such a manner as to complete it accurately and within the time specified in the contract. The Contractor must have present, at all times, on the worksite a competent, English-speaking individual responsible for reading and understanding the contract documents. The representative shall be subject to receive

instructions from the Engineer, have full authority to execute the directions of the Engineer, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Engineer, in anything relating to the work, or shall appear to be incompetent, disorderly or unfaithful, he/she shall, upon request of the Engineer, be at once discharged and shall not be employed again on any part of the work without consent of the Engineer.

GUARANTY AND QUALITY OF THE WORK

The Work shall be done in a thorough and workman-like manner and to the satisfaction of the Engineer. The Contractor warrants and guarantees to the Village and Engineer that it shall provide only materials and tools of the best quality and free from faults and defects for the Work. No secondhand material can be used in any case. In the event anything is brought to the worksite that is improper to be used on the Work or that does not conform to the requirements of the Contract Documents, the same shall be considered defective and removed at the direction of the Engineer.

If required by the Village, the Contractor shall promptly, without cost to Village and as specified by Engineer, either correct any defective Work, whether fabricated or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, or as specified in a written notice from Engineer, Village may have the deficiency corrected or the rejected Work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services (i.e., third party contractors, engineers, attorneys, etc.), shall be paid by the Contractor, and an appropriate deduction shall be made to payments due Contractor for Work completed. Contractor shall also bear the expense of removing any defective or damaged Work of others, and replace and correct such Work at its sole cost and expense. All labor will be furnished by the Contractor and must be efficient and skilled in the Work. All Work must pass inspection by the Engineer.

If after final acceptance of the Work by Village and before one (1) year after the acceptance of all the Work by Village, any Work is found to be defective or require repair, removal and/or replacement, the Contractor shall promptly, without cost to Village and in accordance with written directions of the Village, either correct such defective Work, or, if it has been rejected by Village, remove it from the site and replace it with non-defective Work. All labor and materials will be furnished by the Contractor and must be efficient and skilled in the Work. All Work must pass inspection by the Engineer. In the event the Contractor fails to correct such defective Work, remove or replace the same within 30 days written notice from Engineer, Village may have the deficiency corrected or the rejected Work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services (i.e., third party contractors, engineers, attorneys, etc.), shall be paid by the Contractor, and an appropriate deduction shall be made to payments due Contractor for Work completed.

INSPECTIONS

The Village shall have the right to inspect any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the project site and/or replaced at the entire expense of the Contractor. The Contractor will make every effort and means available to facilitate the Engineer's inspection of the work. Any work or material which the Engineer may determine to be defective must be rebuilt, replaced, or removed at the Contractor's own expense at the direction of the Engineer. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean an acceptance of the work.

EXTRA WORK

Any work not herein specified which may be implied as being included in this contract, of which the Engineer shall be the judge, shall be done by the Contractor without extra charge. The Contractor shall also do such work in connection with this contract as the Engineer may specifically direct and if it be of a kind for which no price is given or stated in this contract, such price shall be fixed by the Engineer and the Contractor, but no claim for extra work shall be allowed unless the same was done in pursuance of a written special order from the Engineer. It is understood that the completion of this contract under this agreement includes any and all work that may be necessary to connect and match work with adjoining work in a reasonable manner.

LOSS OR DAMAGE

Any loss or damage arising out of the nature of the work or from any detention or from any other unforeseen obstruction or difficulty which may be encountered in the prosecution of the work or from the action of the elements shall be sustained by the Contractor who will be required, without cost to the Village, to remove and replace all portions of the work, displaced or damaged, immediately after completion of this task. Any existing sewer damaged by the Contractor during construction shall be replaced immediately by the Contractor at no cost to the Village.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall provide protection to prevent damage to all pavement, roadways, landscaping, utilities, structures, buildings, materials, automobiles, equipment, and all other infrastructure and improvements located on, adjacent to or in the subsurface of the job site (collectively, "Protected Property"). The Contractor shall repair any damage caused by the Contractor, Subcontractor, or any other person or entity performing work under the Contract Documents, to the Protected Property and restore the same to its original condition upon receipt of notification of such from the Engineer or Village. The Contractor shall also have the duty to immediately notify the Engineer upon the discovery of any such damage. If the Contractor does not correct such damage within said 30 days or as specified by written notice from Engineer, Village may have the damage corrected. All direct and indirect costs of such correction or replacement, including compensation for additional professional services (i.e., third party contractors, engineers, attorneys, etc.), shall be paid by the Contractor, and an appropriate deduction shall be made from payments due Contractor for Work completed. All

labor will be furnished by the Contractor and must be efficient and skilled in the Work. All Work must pass inspection by the Engineer.

CONTRACT QUANTITIES

Due to budget constraints, the Village reserves the right to add or delete from the contract, as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are estimates only, and may be altered. The Village reserves the right to remove quantities within the proposed project limits and/or add quantities outside of the proposed project limits shown on the Plans.

PRICES

The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the Contractor shall be based upon the actual quantities multiplied by the unit prices bid for each item. The unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest Bidder. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

PAYMENTS TO CONTRACTOR

The Contractor shall submit a partial payment estimate not more than once each month. The estimate will cover the work performed from the previous estimate until issuance of the current partial payment estimate. The partial payment estimate must be supported by such data as may be required by the Engineer. Upon approval by the Board of Trustees and approval of partial waiver(s) of lien, the Village agrees to make payment. The Village shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the contract. The retainage may be reduced at the discretion of the Engineer.

In addition, the Village may keep any money which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary thereof, to the payment of any expenses, losses, or damages, as determined by the Village Manager or his designee, incurred by the Village; and may retain, until all claims have been settled, so much of the monies as the Village Manager or his designee shall be of the opinion will be required to settle all claim against the Village and its officers agents as herein elsewhere specified, and all claims for labor on notice of which signed and sworn to be the claimants, shall be properly filed. **ALL claims against the Village for property damage or personal injury related to or resulting from the work of the Contractor, shall be either fully resolved or submitted to the applicable insurance carrier within 30 days of receipt by the Contractor.**

FINAL PAYMENT

Upon completion of the work and approval by the Engineer, a final payment estimate will be prepared by the Contractor. Upon approval by the Board of Trustees and approval of all final waiver(s) of lien by the Village, the Village will, within thirty (30) calendar days, pay the Contractor the final payment on the basis of the approved final payment estimate. The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract, and shall relieve the Village from

any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the contract or the performance bond and payment bonds.

RIGHTS OF LIEN

Under this contract the Contractor will not have the right to place a lien against the property which is publicly owned.

INSURANCE

(A) During the term of the contract, the Contractor shall provide the following types of insurance in not less than the specified amounts:

1. Comprehensive General Liability - \$1,000,000.00 per occurrence and shall include coverage for products and completed operations liability, independent contractor's liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.00 or a project/contract specific aggregate of \$1,000,000.00.
2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any Contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
3. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
4. Owners and CONTRACTORS Protective Liability \$1,000,000.00. Combined be no less than \$2,000,000.00 on a project aggregate.
5. Umbrella Coverage - \$5,000,000.00.

(B) The Contractor shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance to the Village. **In addition, said certificates shall list the Village and its officers, agents and employees, the Western Springs Park District and its officers, agents and employees, the Metropolitan Water Reclamation District (MWRD) its officers, agents and employees, and Christopher B. Burke Engineering, Ltd. and its officers, agents and employees as additional insured on all required insurance policies other than worker's compensation.**

- (C) The Contractor shall require subcontractors, if any, not protected under the Contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.
- (D) All insurance required herein of the Contractor and any subcontractors shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractors shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the contract.

INDEMNIFICATION

Except to the extent claims, losses or damages are the result of the negligent acts or omissions or willful misconduct of the Village, the Contractor shall indemnify, defend and save harmless the Village, their officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including but not limited to attorneys' fees and expert witness fees), claims, fines, penalties, damages or liabilities of any character, resulting from: (a) Contractor's failure to comply fully with any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive, including, but not limited to, those which directly or indirectly regulate or relate to the generation, receipt, handling, treatment, storage, transportation, disposal or recycling of any hazardous substance or waste; (b) bodily injury, including death at any time resulting therefrom, and injury to property, which are attributable to, or arise out of, any negligent act or omission or willful misconduct of Contractor, its employees, agents, officers, directors, and subcontractors; and (c) the failure of Contractor to comply with the terms, conditions, representations and warranties contained in this contract. In connection with any such claims, lawsuits, actions or liabilities, the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The rights and obligations set forth in this section shall survive the expiration, conclusion, or termination of this contract.

COMPLIANCE WITH LAWS

COMPLIANCE WITH OSHA STANDARDS

The Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Village must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

Neither the Village nor the Engineer will be responsible for verifying or enforcing OSHA standards and requirements as this will be the sole responsibility of the Contractor.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL SAFETY/HEALTH STANDARDS

The Contractor shall read and comply with all applicable local, state, and federal safety and health standards and regulations including, but not limited to: OSHA, IDOT, EPA, COOK COUNTY, MWRD, IDOL.

WATER FOR CONSTRUCTION

The Contractor may obtain municipal water in bulk, at no charge, as long as there is not a watering ban in effect, from location(s) approved by the Village. Water shall be made available at a hydrant or hydrants within one (1) mile of the project limits. The indiscriminate use of fire hydrants is strictly prohibited. Water for construction shall be metered with a meter obtained by the Village and a daily log maintained. The Contractor shall provide the water truck and driver required to obtain and transport this water. The Village reserves the right to restrict or refuse the use of Village water if deemed necessary.

WORKING HOURS

All work within the defined limits the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturday, except in an emergency or when specific permission has been granted by the Village Engineer. No work is to be performed on Sunday or the holidays of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving or Christmas Day. The Contractor shall notify the Village 24 hours in advance if work is to be performed on Saturdays.

EMERGENCY NUMBERS

The Contractor shall provide the Village and Engineer, prior to beginning construction, with the name and phone number of a contact person that will be available for quick response for afterhours emergencies. If that person does not respond within 4 hours of the call, then the Village shall hire or use other personnel to remedy the emergency and deduct all costs incurred from the payments due the Contractor.

NOTICE

A minimum of forty-eight (48) hour notice will be given to the Village prior to starting work, or restarting work after some absence of work for any reason.

Notify: Jeff Koza, PE, CFM
Director of Engineering Services/Village Engineer
Village of Western Springs
(708) 246-1800 Ext. 202

TAXES

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village tax-exempt letter will be provided to the successful Bidder when requested.

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

MATERIAL ORDERS

The Contractor shall order all materials with long lead times within 5 working days from issuance of Notice of Award to minimize any project delays and meet project completion date. **Any issues procuring material shall be brought to the attention of the Village and Engineer immediately.**

**TECHNICAL SPECIFICATIONS
FOR
VILLAGE OF WESTERN SPRINGS
SPRINGDALE DRAINAGE IMPROVEMENT PROJECT**

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Latest Edition, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, the latest edition of the Standard Specifications for Water and Sewer Construction, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of **Springdale Drainage Improvement Project**, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF IMPROVEMENT

The Springdale Drainage Improvement Project is located on Franklin Avenue, Howard Avenue from 54th Street to 52nd Place, 52nd Place from Howard Avenue to Springdale Park, and throughout Springdale Park within the Village of Western Springs, Illinois.

DESCRIPTION OF IMPROVEMENT

The proposed work is officially known as the **Springdale Drainage Improvement Project**. The work to be performed consists of storm sewer installation ranging in size from 12"-54" diameter, excavation of stormwater detention basin, sanitary sewer installation, ductile iron water main installation, sidewalk, driveway and curb and gutter R&R, HMA surface removal, HMA surface and binder course installation, parkway restoration, baseball field/park restoration, and all collateral work necessary to complete the improvement as shown and described herein.

LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES

The authority and duties of Resident Engineer in Article 105.10 of the Standard Specifications are hereby deleted. The authority of Engineer is amended as follows.

The Engineer will be the Municipality's representative during the construction period. The Engineer will provide base lines, benchmarks and reference points, assist the Contractor with interpretation of the Plans and Specifications, observe in general if the Contractor's Work is in conformity with the Contract Documents, and monitor the Contractor's progress as related to the date of completion. The Engineer will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The Engineer will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor or any subcontractor, any supplier, or of any other person or organization performing or furnishing

any of the Work. These limitations on authority and responsibility set forth herein shall also apply to the Engineer's Consultants, Resident Project Representative and assistants.

PRE-CONSTRUCTION MEETING

Upon execution of the contract with the successful bidder, the Village will schedule a meeting with the Contractor. The Contractor shall submit his progress schedule, QC Plan, any material submittals, and Traffic Control Plan at or before this meeting. In attendance shall be the Contractor's representative on the job, i.e., Construction Superintendent or Foreman. On or before this meeting the Contractor shall inspect the work site to determine the existing conditions.

1. Purpose - To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
2. Attendance - Village Engineer, representatives of other Village departments, Contractor, Utility Company representatives, if utility work or adjustments is required. Also, any other person as may be deemed necessary.
3. Specification information regarding source of materials, responsibility for testing of materials, who is QC Manager, work to be sublet, responsibility for maintaining traffic/detours and any other problems relating to work will be discussed.
4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Twenty-four (24) hour a day and emergency contact persons and phone numbers shall be listed.

VANDALISM

Special attention is called to Article 107.30 of the Standard Specifications. Any defaced work shall be corrected or replaced by the Contractor at his sole expense prior to final payment. The Owner shall cooperate with the Contractor to minimize vandalism, but the Contractor shall be ultimately responsible to correct any damage.

LICENSES AND PERMITS

The Contractor shall be responsible for obtaining applicable licenses, complying with all permits and completing all work in accordance with their provisions. No person shall construct, install, or repair any items within the Village limits unless such person has first obtained or verified to have been obtained by the Village the followed permits and licenses:

1. Water main construction permit from the Illinois Environmental Protection Agency.
2. MWRD Watershed Management Ordinance (WMO) Permit.
3. An Illinois Environmental Protection Agency NPDES ILR10 Permit.
4. Village Business License.

Village of Western Springs shall be responsible for obtaining the above permits, except that the Contractor shall be responsible for obtaining a Village Business License and providing the necessary bonds for all permits. All work and costs associated with obtaining these items shall

be considered included in the cost of the pay item for "MOBILIZATION". No additional compensation shall be made.

MAINTENANCE OF ROADWAYS

Beginning on the date that the Contractor begins work on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Village, but shall not include snow removal operations. Traffic control and protection for this work will be provided by the Contractor as required by the Village.

The work involved in maintaining the existing pavement will be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions. Traffic control and protection will be paid for as stated in the contract. No construction activity shall begin until all proper signs and barricades have been installed. There shall be no equipment or material storage on the pavement, temporary or otherwise.

Contractors shall assume that the project limits can be closed to local traffic only. Roads can be closed for short durations while work is actively occurring, but access shall be provided to residents at all times.

PUBLIC CONVENIENCE AND SAFETY

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

The Contractor shall plan his work so that there will be no open holes in the pavement overnight unless otherwise allowed by the Engineer. Trenches and open holes shall be backfilled and/or covered at the end of each working day. Any steel plates necessary to accommodate this requirement shall be incidental to the contract.

Two-way traffic shall be maintained at all times except for short durations during construction and as approved by the Engineer. Flaggers shall be provided whenever traffic is reduced to one lane and as deemed necessary by the Engineer. The work zones may be closed to thru traffic during construction. Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours.

The Contractor shall complete all work on driveway aprons within 5 working days of their removal for final driveway restoration. Temporary stone may be used to maintain driveway access until the time of pavement driveway restoration. The work shall include any adjacent curb and gutter that was removed as part of work on the installation of driveway aprons, including necessary curing times. Failure to complete the work will result in a penalty of \$250.00 per calendar day for each driveway apron that has not been restored within the specified time.

Access to driveways shall be maintained at all times, except for short-term closures necessary as work is being performed within the driveway itself. Property owners shall be notified at least 24 hours in advance of a driveway closure. Access to all driveways shall be provided between 6pm and 7am each day, except as permitted for concrete curing due to driveway or curb and gutter replacement.

The Contractor shall be responsible for developing a staging plan that conforms to the above requirements and any additional requirements of the Village. This Contractor's staging plan shall be approved by the Village prior to lane or road closures taking place.

During all construction operations, the Contractor will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

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

Contractor shall be solely responsible for coordination and/or relocation of residential services (garbage pickup, mail delivery, school bus dropoffs, etc.) as directed by the Engineer, including notification of residents of relocation of such services.

Emergency access shall be maintained at all times.

This work will not be paid for separately but shall be considered as incidental to the Contract and no extra compensation will be allowed.

STREET CLEANING

Special attention shall be paid to Section 107.15 of the Standard Specifications. If the Contractor fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the Engineer at any time during the contract, the Engineer will notify the Contractor at which time the Contractor will have 24 hours to respond.

If the Contractor fails to respond within 24 hours an amount of \$500.00 per incident will be deducted from any monies due the Contractor in addition to any other remedies provided for herein.

STATUS OF EXISTING UTILITIES

Before starting construction, the Contractor shall contact JULIE for locations of any and all utilities. The toll free telephone number is 1-800-892-0123.

The Contractor is responsible for notification and coordination with JULIE for locations of utilities before and throughout the project.

The utilities shown are representative only and are not inclusive: Contractor shall have all utilities field located prior to ground disturbance.

Utility companies and their respective project contacts are listed below:

NAME OF UTILITY	CONTACT	Phone/Email	TYPE	CONFLICT STATUS
AT&T-D	Tom Laskowski	630-779-4722 tl7895@att.com	Phone/Fiber Optic	Watch and Protect AT&T cable crossing Howard Avenue at approx. Sta. 202+00.
Comcast	Axel Perez	773-851-8613 Axel_perez@cable.comcast.com	Cable	Watch and Protect cable crossing 52 nd Place at approx. Sta. 101+80.
ComEd	Nick Tuleja	440-796-8979 nicholas.tuleja@comed.com	Electric	ComEd has relocated existing underground cables on 52 nd Place and Howard Avenue to avoid conflicts with the proposed sewers. Contractor shall take caution while excavating near ComEd facilities.
Nicor	Charles "Chip" Parrot	630-388-3319 cparrot@southernco.com	Gas	Nicor will relocate existing gas lines on 52 nd Place from Caroline to Howard and at Howard Avenue and 54 th Street.

The above represents the best information available to the Village and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

REMOVAL AND DISPOSAL OF EXCAVATED MATERIALS

The Contractor shall have the sole and exclusive responsibility and liability for complying with all federal, state and local laws pertaining to the removal and disposal of excavated materials from the project site, including but not limited to the requirements for the excavation, transportation and off-site disposal of any soils or clean construction or demolition debris (CCDD) at a CCDD fill operation or facility.

The Village will provide a signed Illinois Environmental Protection Agency Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation Form LPC-663 form for disposal of the soil located in the project limits. A summary of soil testing completed by Seeco Consultants has been provided in Tab 4 of this contract booklet.

The Contractor is hereby notified all responsibilities, obligations and liability relating to complying with Public Act 96-1416 (which amended the Illinois Environmental Protection Act

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by changing Sections 3.160, 22.51, 31.1 and 42 and by adding Section 22.51(a) and (b)) and the regulations promulgated there under, shall remain solely with the Contractor. The Contractor's responsibilities may include but not be limited to any required testing, dumping fees and proper documentation for disposal of such materials. All costs or expenses incurred or associated directly or indirectly with the Contractor's compliance with the requirements of this paragraph will not be paid for separately but will be considered included in the cost of MOBILIZATION.

Two LPC-663 have been provided for this project, one for the sewer area and one for the proposed basin. The LPC-663 forms are dated April 14, 2022 and September 29, 2023 respectively. No separate payment shall be allowed to the contractor for additional environmental testing required to properly dispose of materials at a CCDD or USFO. It is recommended that bidders provide the LPC-663 forms and environmental testing reports to prospective CCDD facilities for pre-approval during the bidding process.

Contractors may request the full geotechnical and environmental reports, including all analytical testing data, by emailing Alex Schaefer at CBEL (aschaefer@cbbel.com).

MATERIAL TESTING

All materials shall be inspected and tested by the Contractor. This includes compaction tests, the making and breaking of concrete test cylinders and asphalt plant inspection and onsite compaction testing. Test results shall be furnished directly to the Engineer and Owner's Representative by the materials testing firm retained by the Contractor. The materials testing firm shall be experienced and qualified to perform the type of Work required by this Special Provision.

Work to be performed under this Special Provision of the Specification shall be in accordance with the applicable requirements and the adopted Standard Specifications, and shall be conducted by experienced personnel regularly engaged, knowledgeable, and skilled in inspections and testing materials.

Submittals shall include results/reports of the materials inspected and/or tested. Reports on inspections and/or materials tested shall be prepared in an acceptable form and in accordance with the applicable requirements of the Standard Specifications and adopted by these Specifications.

Inspections and/or testing of material shall be performed in accordance with the applicable requirements of the Standard Specifications and as required by these Specifications.

Separate measurement or payment will not be made for the Work specified in this Special Provision. All costs of such Work shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

GEOTECHNICAL INVESTIGATION REPORT

The Geotechnical Investigation reports prepared by Seeco Consultants dated April 2022 and October 2023 have been provided in Tab 4 of this Bid Booklet.

PROTECTION OF TREES AND SHRUBS

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Wherever trees which are not permitted to be removed interfere with normal excavation procedures, the following shall govern. No machine excavation shall be made within a distance of three tree trunk diameters or 12 inches (whichever is greater) of any tree, and no roots over 2 inches in diameter shall be cut unless, in the opinion of the Engineer, it is impossible to complete the work without cutting. Excavation closer than three trunk diameters or 12 inches (whichever is greater) from any tree shall be made by hand, and the tree shall be tunneled where necessary as determined by the Engineer.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

Wherever necessary, the Contractor shall provide tree protection fencing in accordance with the Village Standard detail. If excavation is required to take place within the critical root zone outlined in the Village Standard Detail, plank wrappers wired in place shall be provided to protect tree trunks from being damaged by trench machinery, tractors or trucks.

Protective fencing and or planking shall be removed as soon as practical after the work in the vicinity has been completed. In removing spoil banks from around trees, hand work will be required as necessary to prevent damage to the trunks by construction machinery.

Small trees (less than 4 inches in diameter) and shrubs which are removed or severely damaged during construction shall be replaced in kind and size by the Contractor. Trees larger than 1 inch in diameter shall be furnished balled and burlapped. The Contractor shall have the option of removing and replanting existing small trees and shrubs in the construction zone in lieu of replacement with new stock. All plantings shall be thoroughly watered at the time of planting and thereafter as required. All trees and shrubs planted or replanted by the Contractor which do not survive in good condition for a period of 18 months after the time of planting, shall be removed and replaced by the Contractor.

Damages at the rate of one hundred dollars (\$100.00) per inch of trunk diameter shall be charged against the Contractor for unauthorized removal or destruction of any tree 4 inches in diameter or larger.

Basis of Payment. This work shall not be paid for separately but rather shall be included in the cost of the items for which this work applies, except TREE TRUNK PROTECTION shall be paid for separately.

CONSTRUCTION NOTICES

It shall be the Contractor's responsibility to produce and distribute all construction notifications to residents/businesses and to place no parking signs on streets a minimum of 24 hours in

advance of work. No parking signs shall be removed when work is not occurring and reposted as needed when operations continue. This work will not be measured for payment but shall be included in the total contract cost. The construction notices and no parking signs shall be reviewed and approved by the Engineer prior to being distributed/posted. Notices shall be issued at various project stages as required by the Engineer.

The Contractor will also be responsible for distributing and/or redistributing notices in case of any delays due to inclement weather or for any other reason for extended stoppages (i.e. strikes) in the construction schedule.

Should the Contractor fail to distribute or post notices per the request of the Village, the Contractor shall pay to the Village the sum of \$250 per incident, not as a penalty, but as liquidated damages.

Basis of Payment. This work shall not be paid for separately but rather shall be included in the total contract cost.

SIGN RELOCATIONS

The Contractor shall remove and relocate all street signs located in or near the construction zone as directed by the Village. This shall also include the relocation of any existing decorative monument-type street signs. Contractor shall be responsible for documenting sign locations and replacing each sign to the exact pre-project location in accordance with MUTCD standards, unless otherwise directed by the Engineer. The Contractor shall be responsible for replacing at his expense any signs damaged during the course of construction and the operation of removing and relocating any signs. The removal and relocation of all existing signs within the construction limits shall not be paid for separately but shall be incidental to the contract.

PRE-CONSTRUCTION VIDEO RECORDING

Description. This work shall consist of performing color video and audio recording of the project area and other areas which may be impacted by construction.

Pre-construction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will also include construction easements when applicable. Video recordings will provide a visual record of all physical features within those areas, including, but not limited to, roadways, pavements, curbs, gutters, driveways, driveway aprons, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area.

Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects, including property addresses, street signs, or other appropriate objects, at appropriate intervals.

If any element within or portion of the project area is not adequately documented by the pre-construction video recording so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration or replacement of that element or portion of the project area. Such repair, restoration or replacement will be to equal or better condition than previously existing, and will further comply with all standards and provisions which govern the work in question.

Pre-construction video shall be recorded within 7 calendar days of the start of construction and shall take place after the Joint Utility Locating Information for Excavators (JULIE) request for the project area has cleared. The site shall be clear of all material, equipment and other items that will prohibit accurate documentation of pre-construction site conditions. The video should not be taken if significant snow or leaf cover exists.

The pre-construction video shall be provided to the Engineer for approval prior to starting work or delivering materials and equipment to the site.

Deliverables. Video will be high-definition, with a minimum resolution of 1280 × 720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video filmed in a portrait aspect ratio will be considered unacceptable and will be rejected.

Preconstruction video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Engineer. Pre-construction video recording electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Engineer. Preconstruction video recording electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Engineer.

Basis of Payment. Pre-construction video recording will not be paid for separately, but shall be included in the cost of MOBILIZATION.

TREE ROOT PRUNING

Work under this item shall consist of pruning tree root structures using disc blade trenching equipment, trench backfilling and mulching. Pruning will be required where construction activities will encroach upon critical root zone areas as designated by Engineer.

The trench width for root pruning shall not exceed 6". Root pruning shall be to a depth of not less than 18". All pruning operations shall be completed prior to beginning any work which would disturb the root zone. The trench shall be backfilled and loosely compacted. Immediately following the completion of root pruning activities, Contractor shall erect protective fencing around those trees designated on the Drawings, so as to enclose the remainder of the critical root zone as shown on the details.

Additional root pruning may be determined by the Engineer at the time of underground sewer and water construction. No separate payment shall be made additional mobilizations required for root pruning.

Basis of Payment. Work under this item shall be paid for at the Contract Unit Price per each for TREE ROOT PRUNING; which price shall include all labor, materials, and equipment necessary to satisfactorily complete the Work as described herein.

POROUS GRANULAR EMBANKMENT

This work shall consist of furnishing, transporting, and placing porous granular material to replace unsuitable or unstable materials which are removed from the pavement subgrade. Work shall be performed in accordance with Section 207 of the Standard Specifications with the following modifications:

The gradation of the material used for this item shall meet the following requirements:

<u>Sieve Size</u>	<u>% Passing</u>
6"	94-100
4"	80-100
2"	20-70
1"	---
1/2"	---
#4	---
#200	0-10

At the Engineer's discretion, CA-1 (3" stone) shall replace the gradations listed above.

The material supplier shall provide gradation and quality data on the material prior to construction.

Basis of Payment. This work will be paid for at the Contract Unit Price per cubic yard for POROUS GRANULAR EMBANKMENT; which price shall include all materials, labor, and equipment necessary to satisfactorily complete the Work as specified herein

TOPSOIL EXCAVATION AND PLACEMENT

Description. This work shall include striping, temporarily stockpiling and placing topsoil within the proposed Springdale Park stormwater basin. Placing topsoil shall conform to Section 211 of the STANDARD SPECIFICATIONS. Topsoil shall be excavated prior to earth excavation operations taking place.

Proposed topsoil placement shall be 12"-thick within Springdale Park unless otherwise directed by the ENGINEER. If topsoil is used in the roadway parkways outside of the park, it shall be installed to a minimum thickness of 4-inches in accordance with the special provision for PARKWAY RESTORATION – SODDING.

Existing information indicates that the existing topsoil layer is approximately 18" to 24" thick. Actual topsoil thickness varies throughout the site. Soil boring information is provided in Tab 4 of these Special Provisions.

CONTRACTOR shall be paid for the excavation of all existing topsoil. The excavated topsoil shall be stockpiled within the Springdale Park site at locations approved by the Engineer and Village. The Contractor may be required to relocate stockpiles to facilitate construction operations. No separate payment shall be allowed if multiple relocations are required. It is anticipated that the basin will be excavated one half at a time to properly move the soil stockpiles within the site. Stockpiles shall be protected with silt fence and temporary erosion control seeding as directed by the Engineer. Stockpiles shall be kept neat and shall be graded to prevent erosion/wash out. All work to construct, maintain and relocate stockpiles shall be included in the cost of this item, including the necessary temporary erosion control items as specified.

After the basin is excavated, topsoil shall be placed 12" thick over the entire proposed basin area. Placement of topsoil to the thickness specified shall be included in the cost of this item. Topsoil shall pulverized and free of all debris, rocks, sticks, and clods prior to placement. Topsoil shall meet the gradation requirements of Section 1081.05 of the IDOT Standard specifications, unless otherwise approved by the Engineer. No separate payment shall be allowed for pulverizing/processing existing topsoil to be reused on site.

Excess topsoil may be utilized for parkway restoration associated with the sewer installation on 52nd Place, Howard Avenue and Franklin Avenue. No additional payment shall be allowed for relocating excess topsoil from the basin area to the adjacent roadway parkways. Any surplus topsoil not utilized within the project limits shall be removed and disposed of offsite. Offsite disposal of surplus excavated topsoil on the shall be paid be measured and paid for separately as REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

Topsoil excavation will be measured in their original positions, and the volumes computed in cubic yards by the method of average end areas. Quantities shown on the plans are for bid purposes only. Final quantities shall be based on measurements in the field. CONTRACTOR shall be responsible for providing field survey to generate end area measurements and earthwork volumes. Measurements and quantities shall be provided to the ENGINEER for approval and acceptance for payment. Truck tickets shall not be an acceptable form of substantiating topsoil excavation quantities and payments.

Method of Measurement. This work will be measured in their original positions, and the volumes computed in cubic yard by the method of average end areas.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for TOPSOIL EXCAVATION AND PLACEMENT, which price shall include excavation, stockpiling, pulverization/processing of topsoil, topsoil placement, and all other work necessary to complete this item as described herein.

INLET FILTERS

This work shall include furnishing new inlet filter bags in accordance with Section 280 of the Standard Specifications and the manufacturer recommendations. At a minimum, the inlet filter shall conform to the following:

Frame: The flange shall be fabricated from 1/8" flat stock. The base ring shall be fabricated from 1-1/2" x 1-1/2" x 1/8" channel. All steel shall be domestic conforming to ASTM-A36.

Sediment Bag: The sediment bag shall be fabricated from 4 oz/sq yd non-woven polypropylene geotextile and shall be reinforced with polyester mesh. The bag shall be secured to the base ring with stainless steel strap and lock.

Inlet filters shall be installed prior to starting work on a given street. Once any site work has started, the Contractor shall be fined \$500 per structure per day for each filter not installed. Fines shall be imposed for missing filters until the final lift of surface has been placed.

Inlet filters shall be monitored, and shall be cleaned of debris if they become full or at the direction of the Engineer.

All inlet filters shall be removed within 24 hours after placing the HMA surface course. Liquidated damages for failure to remove filters within the specified timeframe shall be \$100 per structure per day.

Basis of Payment. This work will be paid for at the contract unit price per each for INLET FILTERS, which price shall include all labor, materials, and equipment necessary to satisfactorily complete the work as described herein

PORTLAND CEMENT CONCRETE SIDEWALK

Portland cement concrete sidewalk shall be constructed on a 4" thick granular sub-base, in accordance with Sections 311 and 424 of the Standard Specifications, and the following:

Thickness of sidewalks shall be 5", except across driveways, where the walk thickness shall be increased to match the driveway slab thickness, or 7", whichever is greater. No additional compensation will be made for such thickened walk areas.

At locations designated by Engineer as sidewalk ramps accessible to the disabled, sidewalks shall be finished in accordance with the details included in the plans. Type B side curb adjacent to ramps shall be constructed as necessary for ADA compliance of ramp, and this work shall be included in the cost of the sidewalk construction. Any Type B curb required at the direction of the Engineer beyond the upper landing/turning space (keystone) shall be paid for separately as CONCRETE CURB, TYPE B.

All earth excavation required to construct the proposed sidewalk and subbase shall be included in the cost of the PORTLAND CEMENT CONCRETE SIDEWALK, 5", including at locations where new sidewalk is to be constructed none currently exists.

The finished grades of replacement walks shall match adjacent surfaces.

The Contractor shall backfill adjacent to the new sidewalk pavement, to the satisfaction of the Engineer, within seven (7) calendar days of the placement of the pavement. Failure to comply will result in a charge of \$500.00 per location per day. This charge is separate from the cost

of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

After construction of the new driveway or sidewalk is complete, the Contractor shall restore adjacent grassed parkway areas in accordance with the requirements of the PARKWAY RESTORATION - SODDING special provision included herein. The Contractor shall make every effort to minimize disturbance of parkways.

Basis of Payment. This Work will be paid for at the Contract Unit Price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5"; which prices shall include all materials, granular subbase, labor and equipment necessary to satisfactorily complete the Work as specified herein.

DUCTILE IRON WATER MAIN

Description. This work shall consist of the installation of ductile iron water main which shall be constructed in accordance with the applicable portions of Section 561 of the Standard Specifications, Section 41 of the Water and Sewer Specifications and applicable Village Standard Details, except as modified herein. This work shall be completed in accordance with applicable Village Standard Details noted on the plans.

Construction Requirements. The water main and fittings shall be ductile cast iron, cement lined, with push-on joints, Class 52, of the size as designated in the plans, and shall conform to the latest ANSI A21.51/AWWA C151, C111 and C104. All ductile iron water main shall include polyethylene wrapping. Further details and notes regarding materials, installation and testing for ductile iron water main are provided on the plans.

Wherever water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Any dewatering of the trenches shall be included in the cost of the water main installation. At no time shall trench water be allowed to enter the water main. Water main shall be installed to provide a minimum cover of 5.5', and up to a maximum cover of 6.0' except where required at special crossings. Depths of cover over 6.0' will only be allowed when shown on the plans or as otherwise approved by the Engineer.

The pipe shall be handled in such a manner as to prevent damage to the pipe or coating. Accidental damage to the pipe or coating shall be repaired to the satisfaction of the Engineer, or be removed from the job, and the methods of handling shall be corrected to prevent further damage when called to the attention of the Contractor.

The pipe shall be inspected by the Engineer for defects while suspended above grade.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations, and any pipe or fitting that has been installed with dirt or foreign material therein shall be removed, cleaned and re-laid. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug, or by other means subject to the review of the Engineer, to ensure absolute cleanliness inside the pipe. All cutting of existing water main pipe for the insertion of valves, crosses, tees or other fittings

shall be performed without damage to the pipe or pipe lining, and so as to leave a smooth end at right angles to the axis of the pipe. Any damaged water main shall be re-cut and replaced by the Contractor at his sole expense.

All fittings shall be mechanical joint and or iron or ductile iron conforming to ANSI A21.53/AWWA C153 and ANSI A21.4/AWWA C104. Restrained joints may be used in lieu of mechanical joints. All pipe joints at any valve or fitting including those where the proposed water main ties into the existing water main shall be restrained with retainer glands. Retainer glands shall be Mega Lugs by EBAA Iron, or an equal approved by the Engineer. Contractor shall install Field-Lok gaskets in two bells prior to and after any bend or valve. Field-Lok gaskets are incidental and will not be paid for separately. Also, all horizontal bends, crosses, and tees shall be additionally restrained with thrust blocks as shown on the details in the plans. The cost of the thrust blocks shall be considered included in the cost of the ductile iron water main.

The ductile iron water main shall be constructed on 4-inches of compacted bedding and haunching and initial backfill shall be placed to 12-inches above the top of pipe. All bedding, haunching and initial backfill shall be CA-7 stone in accordance with the Detail for Water Main Installation provided in the plans and shall be included in the cost of the ductile iron water main. Trench Backfill shall be paid for separately.

Disinfection of the water main shall be performed using only liquid chlorine. Under certain conditions when the use of liquid chlorine is not practical, chlorine tablets will be allowed with the approval of the Engineer.

Measurement and Payment. This work will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN, of the diameter specified, measured in place. This price shall include the cost of all pipe, pipe fittings, joint materials, polywrap, restraint devices and thrust blocks, Field-Lock gaskets, hydrostatic pressure tests, leakage tests, disinfecting of the water main, excavation, bedding and select (common) backfill. All trench backfill, pavement removal and replacement and other surface restoration items as shown on the plans and specified herein shall be paid for separately.

This item shall also include any and all incidental items such as temporary plugs, corporation stops (for testing), water pumps, gauges, meters and laboratory test costs, and all other items necessary to complete this work as specified.

PRESSURE TESTING OF WATER MAINS

Description. After the pipe has been laid and partially backfilled as specified herein, all newly-laid pipe valved sections and fire hydrants, unless otherwise expressly specified, be subjected to a hydrostatic pressure of 150 psi at the lowest elevation of the pipe section. The Engineer shall be given 24 hours notice prior to the beginning of testing. The duration of each pressure test shall be not less than four hours. Water main testing shall be in accordance with the applicable portions of AWWA Standards C600 and C603, or as otherwise modified herein.

The water main shall be tested in segments (i.e., not the entire project length at once) to minimize water service disruption. Length of test segments to be determined by the Engineer.

Procedure for Test. The Contractor shall notify the Village at least twenty-four hours prior to the pressure test. Valves will be turned on only under the supervision of the Village, and the Village will witness all pressure testing.

Each section of pipe to be tested, as determined by the Engineer, shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump pipe connection and all necessary apparatus, including gauges and meters, shall be furnished by the Contractor. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevations and afterwards tightly plugged. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material, and test shall be repeated until satisfactory to the Engineer and the Village. The provisions of AWWA C600 and C603, where applicable, shall apply.

The pressure testing shall be accomplished with fire hydrant auxiliary valves open.

Leakage Test. After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure.

1. Test pressure is defined as the maximum operating pressure of the section under test, and is based on the elevation of the lowest point in the line or section under test corrected to the elevation of the test gauge. Applicable provisions of AWWA C600 and C603 shall apply. The minimum duration of each leakage test shall be one (1) hour in addition to the pressure test period.
2. Allowable leakage in gallons per hour for cast iron water main shall not be greater than that determined by the following formula:

$$L = \frac{ND \sqrt{P}}{7400}$$

Note: L = Allowable leakage in gallons per hour
N = Number of joints in length of pipeline tested.
D = Nominal diameter of the pipe in inches.
P = Average test pressure during leakage test in pounds per square inch gauge.

3. Leakage is defined as the quantity of water to be supplied in the newly laid pipe or any valved section under test, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

Immediately after a passed test the pressure shall be drained through a fire hydrant until it is below the potable system pressure.

Method of Measurement and Basis of Payment. This work shall not be measured separately and shall be included in the bid price for the water main installation.

DISINFECTION OF WATER MAINS

Description. Disinfection of water mains shall be completed in accordance with Section 41-2.14 of the Water and Sewer Specifications except as modified in this Special Provision.

The Owner shall be notified at least twenty-four hours before the disinfection procedure. Representatives of the Public Works Department must be present during the procedure.

Flushing. Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If no hydrant is installed at the end of the main, then a tap should be provided large enough to develop a velocity of at least two and five-tenths (2.5) feet per second in the main. One two and one-half (2 1/2) inch hydrant opening will, under normal pressures, provide this velocity in pipe sized up to and including twelve (12) inches.

All taps required for chlorination or flushing purposes, or for temporary or permanent release of air, shall be provided for by the Contractor as part of the construction of water mains.

Requirement of Chlorine. A free chlorine residual of at least 50 ppm and no more than 400 ppm must be reached throughout the entire length and branch lines of the water main. After the super-chlorinated water has sat in the main for twenty-four hours, a chlorine residual test shall be taken to insure the residual has not dropped by over one-half.

Form of Applied Chlorine. Chlorine shall be applied by the method which follows, subject to the review of the Engineer.

Chlorination shall be made by the use of chlorine gas only. The dry gas shall be fed directly through proper devices for regulating the rate of flow and providing effective diffusion of the gas into the water within the pipe being treated. Chlorinating devices for feeding the chlorine gas must provide means for preventing the backflow of water into the chlorine. The chlorine gas shall be injected into the main at intervals of no more than 1,000 feet.

Point of Application. The preferred point of application of the chlorine gas is at the beginning of the pipe line extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipe line extension. Alternate points of application may be used subject to the review of the Engineer.

Preventing Reverse Flow. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used if desired.

Retention Period. Treated water shall be retained in the pipe at least twenty-four (24) hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least twenty-five (25) mg/l.

Chlorinating Valves and Hydrants. In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent and under normal operating pressure.

Final Flushing and Testing. Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its entire length shows, upon test, a chlorine residual of less than one (1) mg/l. In the event chlorine is normally used in the source of supply, then the test shall show a residual of not in excess of that carried in the system.

Chlorinated water to be flushed into the combined sewer, not the storm sewer.

Contractor to notify the Village prior to discharging chlorinated water to the combined sewer.

At this time a water sample will be taken by the Contractor or his representative and sent to a state-certified water lab of his choice. Also at this time the Village will witness the sampling. The Contractor shall take two (2) samples, 24 hours apart with satisfactory results or the procedure shall be repeated.

Repetition of Flushing and Testing. Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the Contractor until satisfactory results are obtained. After water main passes chlorination testing, the corporation stop used to chlorinate the main shall be shut off and any piping removed.

Method of Measurement and Basis of Payment. This work shall not be measured separately and shall be included in the bid price for the water main installation.

ABANDON EXISTING WATER MAIN

Description. This work shall consist of the abandonment of portions of existing water main as shown on the plans and as directed by the Engineer to construct the proposed improvements.

Existing water main shall be abandoned only after all new water services have been transferred over to the new main and the new main is in operation.

Water main to be abandoned shall be drained of all water shall be plugged at both ends with a minimum of two (2) feet of non-shrink concrete/mortar plugs to the satisfaction of the Engineer. Pumping access points shall be at the proposed excavation locations.

Basis of Payment. All labor, materials and equipment necessary to complete the work as specified for ABANDON EXISTING WATER MAIN shall not be paid for separately but shall be included in the bid price for the installation of the water main.

WATER MAIN REMOVAL

Description. This work shall consist of the removal of existing water main that are in direct conflict with the proposed improvements. Existing water main that are to be taken out of operation but are not in conflict with the proposed improvements shall be abandoned as specified for ABANDON EXISTING WATER MAIN.

This work shall be completed in accordance with applicable portions of Section 551 of the Standard Specifications, except that the material shall not be salvaged, but shall be disposed according to Article 202.03 of the Standard Specifications. All diameters of water main to be removed will be covered under this item. This work shall also include any necessary sawcutting of the existing water main and the removal of valves, tees, and other appurtenances (excluding fire hydrants).

The ends of the existing water main shall be plugged as specified for ABANDON EXISTING WATER MAIN.

Trenches resulting from the removal of water main shall be backfilled in accordance with the applicable requirements of Article 550.07. Backfill of removal trenches (including Trench Backfill) shall be included in this item.

Basis of Payment. All labor, materials and equipment necessary to complete the work as specified for WATER MAIN REMOVAL shall not be paid for separately but shall be included in the bid price for the installation of the proposed water main.

WATER VALVES

Description. This work shall consist of the installation of water valves of the resilient wedge gate valve type suitable for ordinary water-works service, intended to be installed in a normal position on buried pipe lines for water distribution systems. This work shall be completed in accordance with applicable details noted on the plans.

Construction Requirements. As a minimum, all gate valves shall, in design, material and workmanship, conform to the standards of the latest AWWA C515 and AWWA C509. Further details and notes on materials and installation are provided on the plans. All materials used in the manufacture of waterworks gate valves shall conform to the AWWA standards designed for each material listed.

Materials. All materials shall be per applicable Village Standard Details. All wedges shall be brass, two (2) per joint.

1. Manufacturer and Marking - The gate valves shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body. Gate valves shall be Mueller or an approved equal.
2. Type and Mounting - The valve bodies shall be mounted with approved non-corrosive metals. All wearing surfaces shall be brass or other approved non-corrosive material and there shall be no moving bearing or contact surfaces of iron in contact with iron. Contact surfaces shall be machined and finished in the best workmanlike manner, and

all wearing surfaces shall be easily renewable. All trim bolts shall be 300 series stainless steel.

The resilient-seated disc wedge shall be of the resilient wedge fully-supported type. Solid guide lugs shall travel within channels in the body of the valve. The disc and guide lugs shall be fully (100%) encapsulated in SBR (styrene butadiene) rubber.

Disc wedges that are not 100% fully encapsulated shall not be acceptable. Guide caps of an acetal copolymer bearing material shall be provided to protect the rubber-encapsulated solid guide lugs from abrasion for long life and ease of operation.

All internal and external exposed ferrous surfaces of the valve shall be coated with a fusion-bonded, thermosetting powder epoxy coating conforming to AWWA C550 and certified to NSF 61. Coating shall be non-toxic and shall impart no taste to water. Coating thickness shall be nominal 10 mils.

The stem shall be of high tensile strength brass or other approved non-corrosive metal, providing 70,000 PSI tensile strength with 15% elongation and a yield strength of 30,000 PSI. All nonferrous bushings shall be of substantial thickness, tightly fitted and pressed into machine seats. All valves shall open by turning to the left (counterclockwise), unless otherwise specified.

3. End Connections - End connections of gate valves shall consist of Mechanical Joints and Mega-Lug retainer glands.

All water valve (including auxiliary valves) bolts shall be stainless steel. All pipe joints at any valve or fitting, including those where the proposed water main ties into the existing water main, shall be restrained with retainer glands. Retainer glands shall be Mega Lugs by EBAA Iron, or an equal approved by the Engineer.

All gate valves are to be installed in concrete valve vaults as detailed in the plans. All water valve trim bolts and bonnet bolts shall be stainless steel. A one inch ("1") corporation stop shall be installed in the water main on each side of the valve within the vault to allow for testing, chlorinating, and sampling work to be done.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for WATER VALVES, of the size specified. This price shall include the cost of all labor, materials and equipment necessary to install the gate valve in a valve vault including corporation stops as detailed in the plans and as specified herein. The valve vault will be paid for separately.

ADJUSTING WATER MAIN

Description. This work shall consist of adjusting water main in conflict with sewers to be constructed. Water main shall be adjusted below the conflicting sewer, unless otherwise authorized by the ENGINEER. Alignment of the adjusted water main will be required to be horizontally offset from existing water main, unless otherwise authorized by the ENGINEER.

Materials. Materials for adjusting water main shall be ductile iron pipe, Class 52, conforming to ANSI/AWWA C151/A21.51-86, Standard for Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand Lined Molds, for Water or Other Liquids. Ductile iron pipe shall be cement lined in accordance with AWWA C104, Standard for Cement Mortar Lining and Ductile Iron and Gray Iron Pipe and Fittings for Water. Fittings shall be ductile iron or cast iron in accordance with AWWA C110, Standard for Ductile Iron and Gray Iron Fittings, 3-in. through 48-in., for Water and Other Liquids, and AWWA C151. Pipe joints shall be mechanical or push-on in accordance with AWWA C111, Standard for Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings. Refer to the latest revision for the above AWWA standards. All mechanical joint fittings shall be installed with stainless steel bolts. All new water main shall be wrapped with polyethylene film, a minimum of 5 mils in thickness.

Construction Requirements. Installation requirements shall be in accordance with Section 561 of the STANDARD SPECIFICATIONS, and shall be completed within the work hours designated by the ENGINEER.

Abandonment and/or removal of existing water main shall be as specified for ABANDON EXISTING WATER MAIN and WATER MAIN REMOVAL, respectively, and shall be included in the cost of this item.

Connection to the existing water main shall be completed as specified for SHUTDOWN WATER MAIN CONNECTIONS, except no separate payment for SHUTDOWN WATER MAIN CONNECTIONS shall be made.

Measurement and Payment. This work shall be measured and paid for at the contract unit price per lineal foot, as measured along the centerline of the pipe, for ADJUSTING WATER MAIN, of the diameter specified. Said price shall include the cost of all pipe, fittings, joint materials (including restrained joints where required), fittings, caps, thrust blocks, bedding, poly-wrap, haunching and backfill, hydrostatic pressure tests, leakage tests, disinfecting of the water main, removal and disposal of old water main, shut down connections, and all excavation. This item shall also include any and all items such as water pumps, gauges, meters and laboratory test costs, and all other items necessary to complete this work as specified.

Trench backfill shall be paid for separately and shall be installed in accordance with the Special Provision for TRENCH BACKFILL, SPECIAL, included elsewhere herein.

ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS

Description. This work shall consist of adjusting sanitary sewer services of 8-inch diameter or less where the proposed storm sewer or water main is in conflict with the existing sanitary service in accordance with Section 563 of the Standard Specification, the detail in the plans and as specified herein. This work shall be completed in accordance with applicable Village Standard Details noted on the plans.

The exact locations of existing sewer and sewer connections are to be verified in the field by the Contractor.

Materials. Sanitary sewer shall be PVC, SDR 26. Connections to existing sewer shall be made with stainless steel shielded couplings, as manufactured by Mission Rubber Company, gasket to meet ASTM C1173-91, 300 series stainless steel shear ring with a minimum thickness of 0.012", 316 grade stainless steel nut and bolt tightening clamps, shear ring and clamps to meet all requirements of ASTM A167-91, transitional sizes to utilize a one piece gasket.

Measurement and Payment. This work will be paid for at the contract unit price per foot for ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS which price shall include all pipe removal and replacement, joint materials, marking all connections, excavation and backfilling, except that trench backfill will be measured separately for payment.

FIRE HYDRANTS TO BE REMOVED

Description. This work shall consist of the removal of existing fire hydrants, including auxiliary valves, and plugging of abandoned water main as specified in the Special Provision for ABANDON EXISTING WATER MAIN.

Construction Requirements. The existing fire hydrants are not to be removed until the new fire hydrants have been installed and satisfactorily tested. All hydrants, auxiliary valves, and connecting water main that is removed shall be delivered to the Village Public Works Facility at 1440 Hillgrove Ave, Western Springs, IL 60558, upon request of the same.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for FIRE HYDRANTS TO BE REMOVED.

FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

Description. This work shall consist of furnishing new fire hydrants at the locations indicated on the plans or otherwise directed by the Engineer. All materials and construction shall be in accordance with applicable Village Standards and details provided in the plans. As a minimum, the design, materials and workmanship of all fire hydrants shall conform to the applicable portions of AWWA C502 as well as Section 45 of the Water and Sewer Specifications. This work shall be completed in accordance with applicable details noted on the plans.

Fire hydrants shall be Mueller Super Centurion 250, painted red. All fire hydrants shall have a safety break flange no more than 2" above finished grade. The depth of bury on all hydrants shall be 6'. The finished grade on all hydrants shall be no more than 20" from finished grade to the center of the pumper cap. All fire hydrants shall be equipped with an attached auxiliary valve and cast iron valve box. An anchor coupling shall be installed between the valve and the shoe. All below grade trim bolts shall be 300 series stainless steel. The auxiliary valve shall be in accordance with the WATER VALVES special provision included elsewhere herein. The water main from the hydrant to the water main shall be a six (6) inch ductile iron water pipe conforming to AWWA Standards C151, C111, and C104 installation shall be included in the work. Restrained joint pipe shall be required on all hydrant leads over one pipe length. The valve boxes shall be the adjustable type, shall be set at finished grade, and shall have the valve box covers stamped "Water".

All valve bolts shall be stainless steel. All pipe joints at any valve or fitting, including those where the proposed water main ties into the existing water main, shall be restrained with retainer glands. Retainer glands shall be Mega Lugs by EBAA Iron, or an equal approved by the Engineer.

Fire hydrants shall be installed as shown on the details included in the plans. A minimum of 0.5 cubic yard of coarse aggregate shall be placed at and around the base of the hydrant to promote proper drainage of the hydrant after use. The hydrant shall be set on a concrete block to ensure firm bearing for the hydrant base. The hydrant, valve and tee shall be interconnected with steel tie rods. The Contractor shall submit his method of construction of the tie rods to the Engineer for prior review. Stainless steel bolts shall be used at all fittings.

Fire hydrants shall be placed at the locations as shown in the plans or as directed by the Engineer. Flexible reflective fire hydrant delineator posts shall be installed behind all hydrants as approved by the Village. Delineator posts shall not be paid for separately, but shall be included in the cost of this item.

All fire hydrants shall be installed in accordance with Village Specifications and shall be inspected by the Village prior to backfilling.

This work will be paid for at the contract unit price each for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX, which price shall include the cost of all labor, materials, and equipment necessary to install the fire hydrant with auxiliary valve and valve box, as detailed in the plans and to the satisfaction of the Engineer. The cost of all tie rods shall be included in the cost of this item.

Basis of Payment. This work will be paid for at the contract unit price each for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX, which price for all work as specified herein.

PIPE UNDERDRAINS, TYPE 2

This work shall consist of constructing pipe underdrains as shown in the plans and details in accordance with Section 602 of the STANDARD SPECIFICATIONS, except as specified herein.

Materials. Pipe underdrains shall be constructed with perforated PVC (SDR 35) pipe.

Basis of Payment. This work will be paid for at the contract unit price per foot for PIPE UNDERDRAINS, TYPE 2, of the size specified, which price shall include all work to install the underdrains as specified herein and as shown in the detail in the plans.

CATCH BASINS **MANHOLES** **INLETS**

This work shall consist of constructing catch basins, manholes and inlets as shown in the details, together with the necessary cast iron frames and grates, in accordance with Section 602 of the STANDARD SPECIFICATIONS, except as specified herein.

Frames and grates used shall be the VILLAGE standard as shown on the details. Contractor shall submit the manufacturer and type of frames, grates, and lids proposed for use as Type 1 and Type 3 to the Village for approval prior to ordering materials. Lids shall have machined bearing surfaces, and "concealed" pick holes. The top surface of lids shall be embossed with the words "VILLAGE OF WESTERN SPRINGS" and "STORM SEWER", as appropriate for each structure.

Type 3 frames and grates located in depressed curb areas shall be installed with depressed curb grates approved by the Engineer. Any grates or lids within ADA curb ramps or crosswalks shall be ADA compliant. The Contractor shall provide shop drawings of all castings to the Engineer for approval prior to construction.

The CONTRACTOR is responsible for tying in all existing storm sewers to the proposed structures as directed by the ENGINEER. Up to 10 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered included in the bid price for this pay item. The CONTRACTOR shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the CONTRACTOR at no cost to the VILLAGE. In addition, the CONTRACTOR will be responsible for determining which structures require precast concrete flat slab tops in accordance with Standard Drawing 502601. Flat slab tops will only be allowed where a conical section cannot be installed due to a lack of clearance.

Basis of Payment. This work will be paid for at the contract unit price per each for CATCH BASINS, MANHOLES, or INLETS, type specified with the specified frames and grates, which price shall include all excavation, backfilling, concrete rings, flat slab tops (when required), and existing sewer connections required to complete the work.

MOBILIZATION

Description. This work shall be performed in accordance with Section 671 of the Standard Specifications, with the addition of the following:

As part of MOBILIZATION, the Contractor may be required to obtain permits and/or licenses required to complete the proposed improvements. A listing of required permits is provided under LICENSES AND PERMITS elsewhere herein.

Basis of Payment. The allowable lump sum bid price for shall be limited to a maximum of **four percent (4%)** of the total contract amount. Any bids exceeding this amount may be rejected at the discretion of the Village.

BENCH REMOVAL

Description. This work shall consist of the removal and disposal of baseball field players benches, their foundations, hardware and all connected appurtenances.

The foundations shall be removed and backfilled with compacted sand to the satisfaction of the Engineer.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per EACH for BENCH REMOVAL, which price shall include all required materials, equipment, and labor as necessary to complete this work as specified.

PREPARATION OF BASE (SPECIAL)

This work shall be done in accordance with Section 358 of the Standard Specifications except as modified herein.

358.04 Aggregate Bases. Add the following sentence to the beginning of the first paragraph of this Article:

"It may be necessary to remove existing aggregate base course in order to establish the proposed base course elevation."

358.04 Aggregate Bases. Delete reference to Article 358.04 (a).

358.04 Aggregate Bases. Add the following sentence to Article 358.04 (b):

"Proof-rolling with a 45,000 pound, rubber-tired vehicle in the presence of the Engineer will be necessary to demonstrate that the base is in proper condition for resurfacing."

Basis of Payment. The work in connection with the preparation of bases, will be paid for at the contract unit price per square yard for PREPARATION OF BASE (SPECIAL). This work shall include the removal of existing aggregate base course as necessary to establish the proposed base course elevation.

VALVE VAULTS TO BE ABANDONED

Description. This work shall consist of abandoning valve vaults in accordance with Section 605 of the Standard Specifications, as shown on the plans and as designated by the Engineer.

The Contractor shall remove the frame and cone of the existing valve vault to an elevation of at least 3 feet below the existing ground, and fill the vault with compacted sand or flowable fill.

In paved areas, the void above the abandoned structure shall be backfilled with trench backfill to the top of the existing pavement as directed by the Engineer. Backfilling abandoned valve vaults in paved areas, including trench backfill, shall be included in the cost of this item.

In unpaved areas, the void above the abandoned vault shall be filled with suitable fill and a minimum of 4 inches of topsoil, and restored in accordance with PARKWAY RESTORATION – SODDING. Backfilling abandoned valve vaults in unpaved areas shall be paid as PARKWAY RESTORATION – SODDING.

Basis of Payment. The work specified above shall be paid for at the contract unit price each for VALVE VAULTS TO BE ABANDONED.

TRENCH BACKFILL, SPECIAL

Description. This work shall be in accordance with the requirements of Section 208 of the Standard Specifications. This work shall be completed in accordance with applicable Village Standards and the details noted on the plans.

All trenches falling under or with within two (2) feet of paved areas shall be filled with granular trench backfill material. All trench backfill material shall meet applicable IDOT requirements. **Excavated materials that meet gradation requirements may be permitted to be reused as TRENCH BACKFILL, SPECIAL, at the discretion of the Engineer.** Re-use of excavated materials for Trench Backfill will not be paid for separately but shall be considered included in the underground installation cost.

TRENCH BACKFILL, SPECIAL shall be CA-7 stone, unless the Contractor satisfactorily demonstrates that excavated trench materials meet gradation requirements and are suitable for re-use as trench backfill. Reuse of in situ sand material may be allowed if the material is found to be completely free of clay, silt, etc.

The top pay limit of TRENCH BACKFILL, SPECIAL shall be the bottom of the proposed HMA pavement.

Contractor shall be responsible for all testing and costs necessary to demonstrate conformance with the requirements. The trench backfill shall be compacted by Method 1 or 3 of Article 550.07 of the Standard Specifications before the paving base is placed. All areas that require trench backfill will be as shown on the plans, or as directed by the Engineer. Trench backfill shall be paid for in conformance with the unit price on the bid proposal sheet for the maximum width and specified depth of trench only. Maximum trench width shall be as shown on the construction details in the plans. No compensation shall be allowed for trench backfill over and above the amount required for this trench dimension and as shown on the plans.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per cubic yard as TRENCH BACKFILL, SPECIAL, and shall be measured in place at the time of construction. Re-use of excavated materials for Trench Backfill, as allowed by the Engineer, will not be paid for separately but shall be considered included in the underground installation cost.

AGGREGATE BASE REPAIR (SPECIAL)

This work shall be done in accordance with Section 358 of the Standard Specifications except as modified herein.

358.01 Description. Revise this Article to read:

"358.01 Description. This work shall consist of the addition of aggregate as a top dressing material to an existing aggregate base course where it is necessary to bring the base to the proposed base elevation, and/or to fill holes/repair existing aggregate base damaged by utility work on those streets where the entire HMA pavement is to be removed and replaced."

358.02 Materials. Revise this Article to read:

"358.02 Materials. The aggregate materials shall be crushed stone or crushed gravel and have a gradation equal to CA-6 conforming to Section 1004 of the Standard Specifications, except that the material shall be crushed stone or crushed gravel."

358.04 Aggregate Bases. Delete reference to Article 358.04 (a).

358.04 Aggregate Bases. Add the following sentence to the first paragraph of Article 358.04 (b): "Fine aggregate screenings shall be used if required for surface stability."

358.06 Method of Measurement. Revise Article 358.06 (b) to read:

"(b) Measured Quantities. The aggregate will be measured for payment in tons according to the requirements of Article 311.08 (b)."

Basis of Payment. This work will be paid for at the contract unit price per ton for AGGREGATE BASE REPAIR (SPECIAL).

WATER MAIN LINE STOP

Description. This work shall consist of the placement of a self-contained unit of the size indicated on the plans for the purpose of installation of a valve and/or other connection with the existing water distribution system without interruption of service. This work shall be performed at the locations shown on the plans and as directed by the Engineer.

The line stop unit shall be a self-contained hydraulic (hand pump operated) ram. The line stopping device shall be of such a design, that when hydraulic pressure is applied, the rubber will expand and conform to the inside diameter of the pipe and tuberculation inside the main (if any) will be moved outside of the sealing area. The line stop shall be of the 'Short Stop' variety which will require removing only the top of the pipe during operation. All fittings shall employ an inside diameter thread, screw-type connection. After insertion of the plug, a screw-on cap shall be used and bolted down. The system shall be capable of containing a water pressure of 150 psi. The line stopping system shall be Hydra-Stop or approved equal. Shop drawings for line stop sleeves shall be submitted for approval by the Engineer prior to delivery to the job site.

Basis of Payment. This work will be paid for at the contract unit price each for WATER MAIN LINE STOP, of the diameter specified, which price shall be payment in full for all excavation, saw cutting, legal disposal off-site of all excess material, trench backfill, labor, materials and equipment necessary to perform the work as herein specified.

SANITARY MANHOLES TO BE ADJUSTED

This work shall be done in accordance with Section 602 of the Standard Specifications and applicable Village standard drawings and shall consist of the adjustment of sanitary manholes and furnishing and installing a new type 1 frame, closed lid. Non-hardening butyl rubber mastic sealant; minimum thickness 1/4 inch, shall be used between adjusting rings in place

of mortar, or as required by the Owner of the Sanitary Sewer. In locations where existing external frame seals exist, it shall be removed and disposed of and an internal/external frame seal shall be installed. In locations where internal frame seals exist, it shall be removed and disposed of and an internal/external frame seal shall be installed. In locations where there are no existing frame seals, an internal/external frame seal shall be installed. The installation of the internal/external frame seal will not be paid for separately and will be considered incidental to this pay item.

The Internal/External Frame seal shall consist of the following:

- (A) Provide frame seals consisting of a flexible internal rubber sleeve, rubber ring, and external rubber sleeve and extension, and stainless steel compression bands.
- (B) Rubber sleeve, ring, butyl tape, and extension:
 - (1) Provide rubber sleeve and extension complying with ASTM D412 and ASTM D2240.
 - (2) Provide rubber ring complying with ASTM D-2000.
 - (3) Provide butyl tape: Comply with 1000% minimum webbing @ 77 degrees F, 500% minimum elongation @ 32 degrees F, and maximum 75 psi compressibility @ 77 degrees F.
 - (4) Provide sleeve with a minimum thickness of 0.062" and unexpanded external vertical heights of 10 to 12 inches.
 - (5) Provide extension having a minimum thickness of 0.062".
 - (6) Comply with a minimum 1500 psi tensile strength, maximum 18 percent compression set and a hardness (durameter) of 48±5.
- (C) Compression band:
 - (1) Provide compression band to compress the sleeve against the manhole.
 - (2) Use 16 gauge stainless steel conforming to ASTM A240 Type 304 with no welded attachments and having a minimum width of 1/2-inch.
 - (3) Make a watertight seal having a minimum adjustment range of 2 diameter inches.
 - (4) Provide stainless steel screws, bolts, and nuts conforming to ASTM F593 and 594, Type 304.
- (D) Acceptable products:
 - (1) Adaptor, Inc. Internal/External Adaptor Seal.
 - (2) Or equal.
- (E) Or as required by the Owner of the sanitary sewer system.

The Internal/External Frame Seal shall be installed as follows:

- (A) Install internal/external rubber gasket on the manhole chimney.
 - (1) Provide watertight gasket to eliminate leakage between the internal/external frame seal and the adjusting ring and between each adjusting ring down to and including cone section.
- (B) Clean surface and prepare the lower 2 inches of the manhole frame and exterior of all adjusting rings and cone section/corbel surfaces.

- (C) Install internal rubber gasket in accordance with manufacturer's recommendations.
 - (1) Field verify for suitable dimensions and layout before installation.
 - (2) Realign frame as required.
- (D) Repair and apply mortar grout to the adjusting rings as required to provide a smooth, circular surface for the external rubber gasket.
- (E) Install external rubber gasket in accordance with manufacturer's recommendations.
 - (1) Field verify for suitable dimensions and layout before installation.
 - (2) Utilize sealing caulk where required.
 - (3) Provide chimney seal extensions as required.
- (F) Test installation by flooding area around the manhole with water before backfilling and surface restoration.
 - (1) Gaskets are required to provide watertight seal at openings between the frame and adjusting rings and between adjacent adjusting rings down to the cone/corbel section.
- (G) Reinstall and retest failing gaskets at no additional cost to Owner
- (H) Or as required by the Owner of the sanitary sewer system.

When structures are located within the pavement resurfacing area, the sanitary manholes shall be adjusted in accordance with the adjustment sequence specified in the Special Provision for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL).

Basis of Payment. This work shall be paid for at the contract unit price per each of SANITARY MANHOLES TO BE ADJUSTED, which price shall include all of the above.

SANITARY MANHOLES TO BE REMOVED

This work shall include the removal and disposal of sanitary manholes and castings and shall be done in accordance with Section 605 of the Standard Specifications except as modified herein.

Existing sanitary manholes designated to be removed shall be removed to a depth of at least four (4") below the bottom of the sanitary sewer system. All debris in the structure below the sanitary sewer shall be removed and backfilled with compacted crushed aggregate conforming to IDOT gradation CA-7.

All required bypass pumping plugs required to temporarily stop flows shall be included in the cost of this item.

Basis of Payment. This work shall be paid for at the contract unit price per each for SANITARY MANHOLES TO BE REMOVED which price shall include all equipment, material, and labor to perform the work as indicated on the plans and specified herein.

FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)

These items of work shall be performed as directed by the ENGINEER in conformance with applicable provisions of Sections 353, 406, 602 and 603 of the "Standard Specifications for

Road and Bridge Construction". This work shall be completed in accordance with the Details for Frames and Lids Adjustment with Milling (BD-8) in the Plans, and shall include the following:

Stage I (Before Pavement Milling)

- A. Remove a minimum of 12" of the pavement from around the structure.
- B. Remove the existing frame and lid from the structure.
- C. Cover the structure opening with a 36" diameter metal plate.
- D. Backfill with crushed stone and a minimum 1½" thick bituminous material approved by the ENGINEER.

Stage II (After Pavement Milling/Binder)

- A. Remove the bituminous material and crushed stone.
- B. Install the frame and lid; adjust the frame to its final surface elevation.
- C. The surrounding space shall be filled with Class SI concrete to the elevation of the surface of the existing base course.

Additionally, this work shall include the removal of any debris, which has accumulated in the structure. Also, any mortar repairs, which need to be made around existing sewer pipes shall be included. Repair or replacement of masonry or concrete corbels on structures shall be made with concrete block, or pre-cast sections. Pre-cast concrete adjusting rings ("donuts") will be required to replace existing brick adjustments and allow castings to be set at the required elevation. The top ring and any rings under 2" thick shall be rubber. Rubber rings shall be PRO-RING by Cretex or an approved equal.

Adjusting rings and castings on all structures shall be bedded in bituminous mastic materials.

Where new castings are required, they will be paid for separately.

Removed castings which will not be reused will remain the property of Village and shall be delivered by Contractor to Village Public Works Department yards, located at 1440 Hillgrove Avenue. Delivery shall be considered included in the cost of this item.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit EACH price for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL).

TRAFFIC CONTROL PLAN (DISTRICT 1)

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices,

Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

Contractor shall contact the Village of Western Springs 72 hours in advance of beginning work.

STANDARDS:

701301, 701501, 701801, 701901

DETAILS:

Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)

SPECIAL PROVISIONS:

LRS-3

LRS-4

Advance road closure signs shall be installed two weeks prior to the start of construction. All advance warning signs shall be installed two days prior to the start of construction.

Contractors shall assume that all roadway work shown on the plans will be completed under live traffic, with the contractor responsible for providing traffic control in accordance with IDOT standard details and specification. The roadways within the project limits may be closed to thru traffic, however, access shall be provided to adjacent streets and properties.

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelized devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

All warning signs shall have black legend and border on reflectorized orange background, unless otherwise specified. Warning signs shall be 48"x48" in size and shall be in like new condition. Damaged and/or dirty warning signs will not be allowed.

The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced,

worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24-hours a day, including Sundays and holidays.

Barricades shall be placed to protect all open excavations greater than four (4) inches deep (patches, curb and gutter/sidewalk that has not yet been backfilled, etc.) and parked construction equipment at the end of each working day and at all times when work is not being performed in the immediate area of the excavations and parked equipment. All barricades shall be quipped with steady burn amber lights and shall be weighted down with sandbags. The use of barricades with flashing lights will not be allowed.

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Village or its representative concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

No road closures or restrictions shall be permitted without written approval by the Engineer.

Deficiency Charge. The primary concern of the Village is to maintain a safe travel way for the public and a safe Environment for the worker in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, these Special Provisions, and directions from the Engineer concerning traffic control protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control

and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching men, materials and equipment to correct such deficiencies.

If the Contractor fails to begin corrections to the traffic control deficiencies within one (1) hour of the initial attempt of notification by the Village or its representative or fails to restore the traffic control and protection compliance with the specifications within four (4) hours of the original attempt of notification, the Village may execute such work as deemed necessary to correct the deficiencies. The cost thereof shall be deducted from monies due or which may become due the Contractor.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a charge of \$1000.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

Basis of Payment. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). All other traffic control and protection necessary to complete the work to the satisfaction of the Engineer shall be considered included in these pay items. The allowable lump sum bid price for shall be limited to a maximum of **four percent (4%)** of the total contract amount. Any bids exceeding this amount may be rejected at the discretion of the Village.

DOMESTIC WATER METER TO BE RELOCATED

Description. This work shall consist of relocating an existing water meter and water service in accordance with the Village Standards and the applicable sections of the IDOT Standard Specifications and Standard Specifications for Water and Sewer Construction in Illinois.

The contractor shall locate and expose the entire copper service from the right-of-way line to the existing water main. The Contractor shall relocate the water meter to a location approved by the Engineer that will not interfere with the proposed improvements. The contractor shall disconnect the existing copper services from the corporation stop at the water main and install a new type k copper service from the existing corporation stop to the relocated water meter. The water meter shall then be reconnected to the existing water service near the right-of-way line. The copper service shall be a single piece of pipe matching the size of the existing service between the water main and meter. The contractor shall salvage the existing copper service line and return it to the Village.

The copper pipe and connections to the water main and existing water service shall be included in the cost of this item, regardless of copper length. This item shall also include furnishing and installing a new water service box and/or water meter vault/box, unless otherwise directed by the Engineer. All materials, labor and equipment required to relocate the water meter shall be included in the cost of this item and no additional payment shall be allowed. This item shall include all excavation, disposal and backfill (including trench backfill) necessary for installation. The final location of water meter shall be approved by the Engineer/Village prior to relocation.

Basis of Payment. This work shall be paid for at the contract unit price per each DOMESTIC WATER METER TO BE RELOCATED, which shall include all labor, materials, and equipment required to relocate the water meter in accordance with the Village Standards.

LOCATING UNDERGROUND UTILITY

Description. This item shall consist of locating underground utilities that potentially conflict with proposed improvements.

Requirements. It shall be the Contractor's responsibility to locate underground utilities that are marked on the plans. This work will not be paid for separately but shall be included in the cost of the item being constructed. Exceptions are as follows:

- **Utilities Marked on the Plans:** If the item to be constructed is grade critical, and cannot be adjusted either vertically or horizontally (i.e. storm sewer, sanitary sewer), and there is a potential for conflict with the utility. Locating potentially conflicting utilities will be paid under this item.
- **Utilities Not Marked on Plans:** If a utility is not shown on the plans (or not shown in accordance with Article 104.03 of the Standard Specifications). Locating potentially conflicting utilities will be paid under this item. As per Article 107.40(a)(2) of the Standard Specifications, "Service connections shall not be considered to be utilities in unanticipated locations".

Construction. The method of excavation to locate utilities will be at the contractor's discretion, as approved by the Engineer. If the contractor elects to use hydro excavation for the removal of excavated material, he/she shall be responsible for all water usage and disposing of the excavated material in accordance with Article 202.03 of the Standard Specifications. Regardless of the method of excavation, the Contractor shall be responsible for replacing excavated soil in the resulting hole with sand, limestone screenings or other material as approved by the Engineer.

Any utilities damaged during excavation operations shall be repaired or replaced at the contractor's expense; no additional compensation shall be allowed.

Removal and replacement/restoration of any pavement, sidewalk, parkway, driveway, etc. necessary to complete the exploration excavation shall be paid for separately under pay items that are in the contract. Sidewalk removal and replacement shall include the complete sidewalk panel.

Method of Measurement. This work will be measured per each excavation, regardless of the soil composition, to locate existing utilities. For this pay item, excavation depth and width will be limited to 72 inches and 5 feet, respectively. The Contractor will not receive compensation if more than one utility is located within the excavation (as defined above). If the utility is deeper than 72 inches, the initial locate shall be measured in accordance with this special provision. Additional excavation (beyond 72 inches in depth) shall be measured and paid for in accordance with Article 109.04 of the Standard Specifications.

Basis of Payment. This work shall be paid for at the contract unit price per each for LOCATING UNDERGROUND UTILITY.

REMOVE AND RESET BRICK SIDEWALK

Description. This work shall consist of removing an existing brick sidewalk, cleaning and storing the bricks, excavating or placing embankment to meet the lines and grades shown on the plans, and replacing the bricks in the original pattern to the satisfaction of the Engineer. This work shall be completed in accordance with Sections 301 and 440 of the Standard Specifications, and as directed by the Engineer.

If the Contractor removes or damages the existing driveway outside the limits designated by the Engineer, the Contractor will be required to remove and replace that portion at the Contractor's own expense to the satisfaction of the Engineer. The existing material shall be carefully stored and replaced after the adjacent curb and gutter or sidewalk is completed. In some locations, the Contractor may have to provide additional material. The additional brick, pavers or flagstone must match the existing material and be approved by the Engineer before installation. The Contractor shall provide a 2" thick sand base or match the thickness of the existing base, whichever is greater. This work will not be paid for separately but shall be included in this pay item.

All excavation, embankment, brick, stone, aggregate base course, sand, and any other material required to match the existing brick driveway shall be included REMOVE AND RESET BRICK SIDEWALK.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per square yard for REMOVE AND RESET BRICK SIDEWALK.

LIMESTONE SCREENING SURFACE

Description. This work shall consist of constructing a limestone screening surface at the locations shown on the plans and as directed by the Engineer.

The contractor shall place and compact limestone screenings to a depth of 3" to the lines and grades shown on the plans. Gradations of the limestone screenings shall be provided to the Engineer for approval prior to construction.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per square yard for LIMESTONE SCREENING SURFACE, of the depth specified.

STABILIZED CONSTRUCTION ENTRANCE

Description. This work shall consist of furnishing, installation, maintenance and removal of stabilized pad of aggregate underlain with filter fabric as shown on the plans or directed by the Engineer.

Materials. Materials shall conform to the following:
Aggregate size. IDOT Coarse Aggregate Graduation: CA-1, CA-2 CA-3, or CA-4.

Filter Fabric shall consist of synthetic polymers composed of at least 85 percent by weight polypropylene, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene chlorides. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet lights.

Construction Requirements. The coarse aggregate shall be a thickness of 6 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum width and length shall be 14 and 70 feet, respectively, unless otherwise approved by the Engineer.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered included in the cost of STABILIZED CONSTRUCTION ENTRANCE. The stabilized construction entrance will have positive drainage away from the roadway.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-ways must be removed immediately.

Method of Measurement and Basis of Payment. The work will be measured and paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall be payment in full for all material, labor and any other items required to complete the work.

CONSTRUCTION LAYOUT

The Engineer will provide adequate reference points to the baseline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the Engineer will be identified in the field to the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment and materials to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The Engineer will locate and reference the baseline.

Locating and referencing the baseline of survey will consist of establishing and referencing the control points of the baseline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
- b. Benchmarks will be established along the project outside of the construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) Vertically.
- c. Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- d. The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- e. The Engineer will set all stakes for utility adjustment for building fences along the right of way line by parties other than the Contractor.
- f. The Engineer will make all arrangements and take all cross sections from which the various pay items are to be measured.
- g. Where the Contractor, in setting construction stakes, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans, including the recross-sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for in accordance with 109.04 of the Standard Specifications.
- h. The Engineer will accept responsibility for the accuracy of the initial control points as provided herein.
- i. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the Contractor's stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.

- j. Where the plan quantities for excavation are to be used as the final pay quantities, the Engineer will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the Contractor

- a. The Contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the Contractor's responsibility to tie in baseline control points in order to preserve them during construction operations.

- b. The Contractor shall be responsible for locating and marking the limits of the project prior to the installation of silt fence.
- c. At the completion of the grading operations, the Contractor will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Engineer.
- d. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.
- e. For work on streets identified for complete curb and gutter removal and replacement, the Contractor shall be responsible for furnishing all labor, materials and equipment necessary to document, lay out and re-establish existing curb and gutter and pavement grades. At a minimum, Contractor shall be required to survey and stake out existing and proposed edge of pavement and back of curb locations (horizontal and vertical) at 15' intervals as well as high points, low points and other locations of key grade change. Where deviations from existing grades are requested by the Village, the Village/Engineer shall determine proposed grades prior to Contractor layout, and shall be responsible for verifying the Contractor's layout in the field before construction commences.

Basis of Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, and relocate all control and stationing points for the duration of the project. The allowable lump sum bid price for shall be limited to a maximum of **two percent (2%)** of the total contract amount. Any bids exceeding this amount may be rejected at the discretion of the Village.

DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED

Description. This work shall consist of adjusting catch basins, manholes, valve vaults, and inlets with their existing frame, in accordance with Section 602 of the Standard Specifications and as specified herein. The word STRUCTURE shall be understood to mean catch basin, manhole, valve vault, or inlet as the case may be.

At locations shown on the plans or as directed by the Engineer, structures shall be adjusted with new frame and grates. New frame and grates will be paid for separately.

Each structure adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all drainage adjustments shall be rubber. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED.

DRAINAGE STRUCTURE TO BE REMOVED

Description. Where directed by the Engineer, this item shall be performed in accordance with applicable provisions of Section 605 of the Standard Specifications. The word STRUCTURE shall be understood to mean inlet, catch basin, or manhole. All removed frames, grates and lids shall be delivered to the Village Public Works Facility at 1440 Hillgrove Avenue, Western Springs, IL 60558, upon request of the same. If drainage structures are not to be replaced in the same location, the hole shall be filled with trench backfill. All trench backfill shall be included in the cost of this item.

Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price each for DRAINAGE STRUCTURE TO BE REMOVED.

FENCE REMOVAL

Description. This work shall consist of removing existing fences that are in conflict with construction operations and as shown on the plans. The limits of fence removal shall be approved by the Engineer prior to construction.

This item shall include the removal of chain link fences including the removal of all fence posts, gates, foundations, and all hardware necessary.

Fence post foundations that are removed shall be removed and backfilled with compacted sand to the satisfaction of the Engineer.

All fence posts, gates, hardware, and foundations shall be disposed of by the Contractor.

Basis of Payment. The proposed fence shall be paid for per linear foot measured along the base of the fence as FENCE REMOVAL, which price shall be payment in full for all labor, equipment and material required to complete the work as specified.

ALUMINUM BLEACHERS PLAYERS BENCHES

The work covered by this section consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to supply and install the various site furniture that occur on the project. The Contractor shall be responsible for following items:

- Furnishing all items specified.
- Layout of the elements.
- Assembly and installation of all apparatus.
- Use all means necessary to protect site furnishings and other materials before, during, and after installation and to protect the installed work and materials of all other trades.
- Submit product information and manufacturer's installation recommendations for all equipment.

The site furniture shall include:

Aluminum Bleachers

Team Series Aluminum Players Benches, 15' long, in-ground mount.

Model #: ABS15WB-I

Color: Aluminum

Manufactured by; Belson Outdoors or approved equal.

Players Benches

Non Elevated 3 Row x 15' Bleacher

Model #: BP-0315

Color: Aluminum

Manufactured by; Belson Outdoors or approved equal.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per each for ALUMINUM BLEACHERS and PLAYERS BENCHES, as the case may be.

AS-BUILT DRAWINGS

Description. At the completion and acceptance of the work, the Contractor shall perform an "as-built" survey of the newly installed improvements.

The survey shall provide, a minimum, the following information:

1. As-Built locations and elevations, including rims and inverts, of the proposed storm sewer and water main improvements, using the base sheets of the of the design drawings as reference.
2. Locations and elevations of all newly-constructed utilities (rims and inverts) and any

modified existing utilities, including but not limited to water main, storm sewers, manholes, catch basins, hydrants, valves, water services, tees, bends, and reducers tied into the right-of-way.

3. As-built locations of cleanouts and b-boxes.
4. As-built drawing of Springdale Park, with necessary contour lines and drainage improvements.
5. The as-built drawings must be stamped by a Professional ENGINEER or Land Surveyor licensed in the State of Illinois.

The As-Built data shall be drafted or redlined onto a plan set showing the complete improvements using the design plans as reference. The Contractor will turn over 3 paper copies of a full size (22"x34") plan set at a scale of 1"=20'. An electronic copy (in Microstation and PDF format) of the as-built drawings shall also be provided to the Village.

Basis of Payment. This work shall be paid for at the contract lump sum for AS-BUILT DRAWINGS.

BACKSTOP FENCE **CHAINLINK FENCE, COATED**

Description: This specification includes the furnishing of all labor, tools, material, equipment, and services necessary for, and reasonably incidental to, the construction of ballfield backstop, wing and dugout fencing, as indicated on drawings or specified herein.

Provide entire PVC coated system, black.

Shop Drawings: Submit Shop Drawings for approval, prior to manufacturing, describing and detailing typical line post, terminal post, gate, fabric, materials, hardware assemblies, and all proposed fence/gate alignment sections.

FRAMEWORK

Chain link Fence Fabric: Chain link fabric shall be constructed of woven 6-guage (for backstops and wing fence fabric up to 10'-0"), 9-guage (for backstop fabric above 10'-0", for dugout fence fabric or for perimeter fencing. All fabric shall be W & M steel wire as specified on plans and details, in a continuous 2-inch mesh (for fencing or backstops). Mesh shall be as specified on plans and details, with knuckled top and bottom selvage. Fabric shall not be hot-dipped galvanized after weaving, per ASTM A-392. The weight of the coating shall be 1.2oz. per square foot of actual surface. Coating shall be smooth, of uniform thickness, and free from dross, uncoated spots and adhered particles of foreign material. Height of fabric shall be as shown on the drawings. The lower edge of fabric shall be no greater than 1-1/2" above concrete mow strip or infield finished grade as specified on plans and details.

All line posts, terminal post, top rails, bottom rails and fittings shall be PVC coated galvanized zinc steel, ASTM A120 or A123, with not less than 1.8 oz. zinc per square foot of surface area and 12 mils PVC thickness. All fittings and accessories shall be PVC coated galvanized, ASTM A153.

Line Posts shall be one of the following:

2-3/8" O.D. Schedule 40, ASTM A-120, 3.65 pound/LF.

S-40-ASTM A-569, 3.12 pounds/LF.
Standard C Section ASTM F-669, 2.28 pounds/LF.
H Section ASTM F-669, 3.26 pounds/LF.

End, corner and pull posts shall be one of the following:
4" O.D. Schedule 40, 5.79 pounds/LF. For backstop and 12' high fence.
2 $\frac{7}{8}$ " for 4', 6', 8' high fence.
SS-40, 4.64 pounds/LF.
Roll Formed Post, 4.85 pounds/LF.

All posts shall have PVC Coating after galvanizing.

Top and Bottom & Intermediate Rails shall be: Longest lengths available, with expansion type couplings, approximately 6" long, for each joint. Provide with means for attaching securely to each post other than line posts. Provide and install posts as required. Shall be one of the following:

1-5/8" O.D. Schedule 40, 2.27 pounds/LF.
S-40, 1.84 pounds/LF.
Roll Formed Rail, 1.37 pounds/LF with PVC Coating after galvanizing.

Hog rings, nuts and bolts: These components shall be coated with .007 mils film thickness of Phenolic baked phosphate enamel capable of 250 hours salt spray test.

Post brace assembly: Adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 0.0375" diameter rod and adjustable tightened.

Caps bands and Connectors: All caps, bands, and connectors used in construction of PVC coated chainlink fence shall be galvanized pressed steel, malleable or cast steel, or aluminum alloy. PVC coating shall be bonded and applied as stated in 2.03. Provide a weathertight closure cap designed to receive top rail.

All chain link posts shall be set in concrete foundations in the ground. Concrete shall conform to the Standard ASTM C-94, 3000 PSI @ 28 days. The diameter of the foundation to be a minimum of twelve (12") inches except for terminal posts on which the minimum diameter shall be three times the outside diameter of the post. All foundations shall slope away from the post to assure proper drainage or as detailed in the drawings.

All posts shall be of sufficient length to provide forty-two (42) inch setting in concrete footings. Excavation: drill or hand excavate (using post hole digger) holes for posts to diameters and spacing indicated, in firm, undisturbed or compacted soil. All excavated material is to be removed from the post location and dumped in an Owner approved location on site project site or removed from site and disposed of properly.

Excavate holes for each post to minimum diameter recommended by fence manufacturer, but not less than 4 times largest cross-section of post. Excavate hole depths approximately

3" lower than post bottom; with bottom of posts set not less than 36" below finish grade surface.

Setting Posts: Center and align posts in holes 3" above bottom of excavation. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations. Extend concrete footings 2" above grade and trowel to a crown to shed water. Allow concrete to attain at least 75% of its minimum 28-day compressive strength, but in no case sooner than 7 days after placement, before rails, tension wires, or fabric is installed. Do not stretch and tension fabric and wires, and do not hang gates until the concrete has attained its full design strength. Restore grade around posts once setting is complete.

Top Rails: Run rail continuously through post caps. Provide expansion couplings as recommended by fencing manufacturer.

Spacing: Maximum spacing between fence posts shall be 8'-0".

Fabric: Pull fabric taut and tie to posts and rails. Install fabric on interior or playing side of fences and anchor to framework so that the fabric remains in tension after pulling force is released. Lower edge of fabric shall be set level with finished grades (1-½" above grade typ.) except as specified on plans and details.

Tension Bars: Fabric shall be attached to the terminal posts by means of single piece tension bars. Thread through fabric and secure to posts with metal bands spaced not over 12 inches O.C. (typ.).

Welding: All field welds shall be fully filled, ground flush and smooth, and cold galvanized by brushing on "Galvicon", or approved paint for vinyl fencing. Use silver paint (two coats required).

All 4' high fence shall include an HDPE fence top rail guard manufactured with UV stabilizers. The top rail guard shall be 'D' Shaped design measuring 2 5/8" W x 5 ½" H x 8' L and shall be secured by hog rings threaded pre-drilled holes. The top rail guard shall be yellow and manufactured by Midwest Cover or approved equal.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per foot for BACKSTOP FENCE or CHAIN LINK FENCE, COATED, of the height specified which price shall include all materials, labor, tools, equipment, and any incidentals, excavation, and backfill necessary to satisfactorily complete the Work as described herein.

BACKSTOP REMOVAL (COMPLETE)

Description. This work shall consist of the complete removal and disposal of existing baseball field backstops, their foundations, hardware and all connected appurtenances.

The foundations shall be fully removed and backfilled with compacted sand to the satisfaction of the Engineer.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per EACH for BACKSTOP REMOVAL (COMPLETE), which price shall include all required materials, equipment, and labor as necessary to complete this work as specified.

BASES, HOME PLATE, PITCHING PLATE (SET)

Description. This work shall consist of furnishing and installing infield bases, home plate and pitching plate for the proposed baseball fields.

Products. The bases, home plate and pitching plate shall be as specified below:

INFIELD BASES

1. Supplier: Beacon Athletics, 8233 Forsythia Street STE 120, Middleton, WI 53562
2. Model: 301-905-215, Pro-Style Base Set (3)
3. Anchors and Plugs: Rubber base plugs and ground anchors as supplied by manufacturer for each specified base.

HOME PLATE

1. Supplier: Beacon Athletics LLC, 8233 Forsythia Street STE 120, Middleton, WI 53562
2. Model: 301-905-105, Home Plate with Anchor and Stanchion
3. Anchors and Plugs: Rubber base plugs and ground anchors as supplied by manufacturer for each specified base.

PITCHING PLATE

1. Supplier: Beacon Athletics LLC, 8233 Forsythia Street STE 120, Middleton, WI 53562
2. Model: 335-201-300, Bulldog Pitching Rubber
3. Size: 4-inch, adult

This item shall include all work necessary to install the bases, home plate and pitching plate in accordance with the Manufacturer's requirements and details shown in the plans.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per EACH for BASES, HOME PLATE, PITCHING PLATE (SET), which price shall include all required materials, equipment, and labor as necessary to complete this work as specified.

CLAY BRICK UNDERLAYMENT – BASEBALL INFIELD

Description. This work shall consist of furnishing and installing a supportive base for the proposed pitchers mound, proposed batter's box, and proposed catcher's box using clay mound blocks in accordance with the detail in the plans.

The contractor shall install the clay bricks so that they are below the pitching plate, batter's box, and catcher's box and can be covered with a final top course of clay infield material.

Basis of Payment. This work will be paid for at the contract unit price per square foot for CLAY BRICK UNDERLAYMENT – BASEBALL INFIELD which price shall constitute all labor, materials and equipment necessary to complete the work as specified

CLAY INFIELD, 8" DEPTH

Description. This work shall consist of furnishing and placing infield mixture for each ball field infield within the basin.

The infield mixture shall be free of stones and gravel and meet the following requirements:

- | | |
|--|-----|
| 1. Sand passing the #4 and retained on the #200: | 80% |
| a) Coarse sand, passing the #4 retained on the #10 | .5% |
| b) Medium sand, passing the #10 and retained on the #4 | .5% |
| c) Fine sand, passing the #40 and retained on the #200 | 79% |
| 2. Silt Size, 0.074 to 0.005mm | 5% |
| 3. Clay | 15% |

Samples of the Infield Mix shall be submitted to the Engineer for Owners approval.

Placing Infield Mix. Rake out the subgrade to achieve a fine uniform surface without any clods greater than ½" in diameter. Make sure that the aggregate surrounding the under-drain system is exposed. Once a mix has been approved place the mix within the areas of the infield. Preserve the markers for 1st and 3rd bases during placing. Bring the infield mix to the grades shown on the plans and moisten to permit easier grading and movement without severe rutting. Do not use compaction devices on the surface. One rolling of the entire surface shall be made.

Owner approval of finished grade of the mixture is required.

Measurement of Measurement. CLAY INFIELD, 8" DEPTH will be measured in place and paid for at the contract unit price per cubic yard, in place and complete.

Basis of Payment. This work will be paid for at the contract unit price per square yard for CLAY INFIELD, 8" DEPTH which price shall constitute all labor, materials and equipment necessary to complete the work as specified

COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

This work shall consist of the removal of the existing curb and gutter and the construction of new concrete curb and gutter to match the existing curb and gutter type (except where otherwise noted on the plans or directed by the Engineer) including all necessary excavation, embankment and doweling as shown in the detail on the plans and in accordance with Sections 606, 202, 205 and 311 of the Standard Specifications and as specified herein. For the purposes of this item, no differentiation shall be made between concrete curb and combination concrete curb and gutter. Subbase granular material shall be paid for separately. Concrete curb and gutter shall be constructed to the lines and grades established by the Engineer.

New curb and gutter shall match the existing curb and gutter type, unless otherwise noted on the plans and as specified herein. All transitions from new curb type to old curb type shall be paid for as COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT. All proposed curb and gutter adjacent to new curb line drainage frame and

grates shall be type B-6.12 curb, except that the gutter shall be widened to match the curb grate at the frame as directed by the engineer. Curb adjacent to frames and grates shall be constructed in accordance with the detail in the plans. When frames are located in a curb radius return, the entire radius shall be type B-6.12 curb with the exception of ADA compliant depressed curb at crosswalks. Transitions from Type B-6.12 curb to other curb types shall be made over 5 feet, unless otherwise directed by the Engineer. Type B-6.12 curb and curb transitions shall be measured and paid for as COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.

In addition to the requirements of Article 606.06 of the Standard Specifications the Contractor shall excavate all material necessary to build the proposed curb and gutter and proposed subbase in accordance with Section 202 of the Standard Specifications. The area between the edge of the existing pavement and the face of the new gutter shall be cleaned of all loose material and then filled with Class SI concrete to a minimum 6-inch width and rough troweled 1.75" below the top of the proposed gutter flag. The existing pavement shall have a clean sawcut edge prior to pouring concrete. Driveways shall not be removed for forming purposes unless approved by the Engineer.

The proposed subbase shall be subbase granular material, Type B with minimum thickness of 4" in accordance with Section 311 of the Standard Specifications. Backfill behind the proposed back of curb shall be in accordance with Section 205 of the Standard Specifications. Any existing pavement removed adjacent to the new curb and gutter shall be replaced in-kind.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the curb and gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing curb and gutter outside the limits designated by the Engineer for removal and replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer.

Contractor shall use full forms on both sides of the patch - 9" at edge of pavement and either 12" or 15" at back of curb.

Where Class D pavement patching or full depth HMA paving will be adjacent to replacement curb and gutter, the curb and gutter replacement shall be completed first.

For HMA pavement sections, contraction joints shall be provided at uniform intervals not to exceed 15 feet.

Reinforcement/doweling of new curb and gutter shall be as shown on the detail in the plans.

Construction joints with dowel bars shall be provided at the end of a day's work. Transverse expansion joints (including two 1-1/8" diameter smooth coated dowel bars) shall be constructed at curvature points, and at additional locations designated by Engineer. Cost of all joints shall be incidental to the curb, or curb and gutter item.

At each location where the new curb meets the existing curb, the existing and new curb shall be tied together with 1 - No. 8 epoxy coated smooth dowel bar, 18" long. Dowel shall be drilled and grouted into the existing curb.

Depressed curb for driveway openings and at sidewalk ramps accessible to the disabled shall be constructed at the locations shown on the Drawings or designated by Engineer. No additional compensation will be made for depressed curb at ramp or driveway locations.

The Contractor shall backfill behind the new curb and gutter, to the satisfaction of the Engineer, within seven (7) calendar days of the placement of the curb and gutter. Failure to comply will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

After construction of the new curb and gutter is complete, the Contractor shall restore adjacent grassed parkway areas in accordance with the requirements of the PARKWAY RESTORATION – SODDING special provision included herein.

Method of Measurement shall be per Article 606, except any earth excavation will not be measured for payment for curb and gutter removal and replacement, but shall be included in the payment for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.

For locations/streets with significant or complete curb and gutter removal and replacement, the Contractor shall be responsible for furnishing all labor, materials and equipment necessary to document, lay out and re-establish existing curb and gutter and pavement grades. At a minimum, Contractor shall be required to survey and stake out existing and proposed edge of pavement and back of curb locations (horizontal and vertical) at 15' intervals as well as high points, low points and other locations of key grade change. Where deviations from existing grades are requested by the Village, the Village/Engineer shall determine proposed grades prior to Contractor layout, and shall be responsible for verifying the Contractor's layout in the field before construction commences. All survey and required layout shall be paid for in accordance with the special provision for CONSTRUCTION LAYOUT.

Basis of Payment. This work will be paid for at the Contract Unit Price per foot of COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT regardless of curb and gutter type removed and replaced; measured in place, which price shall include all materials, labor, tools, equipment, and any incidentals, including pavement removal, excavation, dowel bars and reinforcement, expansion joints, backfill, necessary to satisfactorily complete the Work as described herein.

DUCTILE IRON WATER MAIN (DIRECTIONAL BORE)

Description. This work shall consist of trenchless pipe installation by means of directional boring, which shall be constructed in accordance with the applicable portions of Section 561 of the Standard Specifications and Section 41 of the Water and Sewer Specifications except as modified herein.

Submittals. Submit for Engineer's review material certification, product descriptions and catalog cut sheets, method of joining and detailed description of directional boring plan. Pits required to perform the work shall also be described in detail.

General. Provide hydraulically or pneumatically operated, fluid-assisted, remote guided boring system capable of installing pipe indicated on the Drawings by trenchless methods.

1. Provide compressors, pumps, apparatus, tools and all devices certified as suitable by the system manufacturer to install the new pipe without damaging or stressing the pipe.
2. Provide recovery system that will recover bentonite slurries or other drilling fluids without releasing the slurry onto the surrounding ground or water surfaces.
3. Provide certification from pipe manufacturer that the proposed material and strength classification is appropriate for application.

US Pipes TR Flex Restrained Ductile Iron Pipe (DIWM) and joints for horizontal directional drilling applications, or approved equal, conforming to ANSI A21.51/AWWA C151. Joints shall be push-on double sealing rubber gasketed type conforming to ANSI A21.11/AWWA C111. The water main pipe and fittings shall be cement lined in conformance with ANSI A21.4/AWWA C104. All ductile iron water main shall include polyethylene wrapping. All bolts for mechanical fittings shall be stainless steel.

Directional boring shall be performed by experienced and qualified personnel with specialized equipment utilizing steerable tunneling systems capable of creating a bore hole and then pulling the utility back through the bore hole. Slurry shall be used to stabilize the walls of bore hole as required and to reduce frictional drag on the piping being installed.

Pipe Installation. The water main pipe shall be installed in accordance with the following:

1. Install pipe by directional boring methods. Install ductile iron pipe by pulling the pipe into place.
 - a. Provide winch systems designed to protect structures, provide directional stability, and pull pipe from insertion point to exit point without causing damage to the pipe being inserted.
 - b. Insert pipe in a continuous operation from point to point.
 - c. Provide lubricants as specified by pipe manufacturer to avoid stressing of pipe beyond its elastic limit during insertion.
 - d. Drill Path Survey and Potholing shall be provided by the Contractor to locate existing service lines and utilities prior to installing water main.

All such exploratory excavations shall utilize a vacuum truck to minimize disturbance to the surface and the existing utilities. The Contractor shall properly dispose of all material removed and shall be disposed of off-site.

- e. Provide silencers, mufflers, or other devices required to reduce noise from compressors and other equipment to meet limits as outlined by Village Ordinance.

2. Provide pipe insertion pits necessary for complete installation of pipe.

- a. In general, position pits at the end of the pipe specified for directional boring as indicated on the Drawings in the least disruptive location whenever possible.
- b. Provide additional pits as required to install new pipe.
- c. Provide all traffic control, barricades, flagmen, and other items at insertion pit areas as necessary to complete the work.

Measurement and Payment. This work will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN (DIRECTIONAL BORE) of the size specified, which price shall include water main, boring/installation and receiving/exit pits, fittings, polywrap, thrust block/anchors, potholing and all components necessary for the installation of the water main.

DUCTILE IRON WATER MAIN IN CASING

Description. This item includes the installation of ductile iron pipe water main with casing spacers into casing pipe as shown on the plans.

Water main pipe shall be in accordance with the DUCTILE IRON WATER MAIN Special Provision herein.

The water main (carrier pipe) shall be provided with a carrier pipe support system to position the carrier pipe at the indicated elevations within the casing. The carrier pipe support system shall be Powerseal Casing Chock, model 4810, stainless steel spacers consisting of 4 guage, type 304 stainless steel shells, PVC liner, high molecular weight polymer runners, and stainless steel bolts and lock nuts, or approved equal. A minimum of 3 spacers shall be provided per carrier pipe length, on 6' centers

Once the carrier pipe has been installed and pressure tested, the annular space between the carrier pipe and casing pipe at both ends shall be sealed. The end seals shall be constructed utilizing concrete brick laid lengthwise with mortar or premanufactured rubber end seals made specifically for this purpose.

The carrier pipe shall be installed by pushing and pulling it into place in such a manner that there is no opportunity for a joint to be opened. All joints shall have Field Lok gaskets, and or approved equal.

Basis of Payment. This work will be paid for at the contract unit price for DUCTILE IRON WATER MAIN IN CASING of the size specified, per lineal foot which price shall include the cost of all pipe, spacers, casing seals, joint materials (including restrained joints where required), fittings, reducers, thrust blocks, bedding, haunching and backfill, all required appurtenances, hydrostatic pressure tests, leakage tests, disinfecting of the water main and excavation. This item shall also include any and all items such as water pumps, gauges, meters and laboratory test costs, and all other items necessary to complete this work as specified.

EARTH EXCAVATION (BASIN)

Description. This item shall be completed in accordance with the applicable portions of Section 202 of the Standard Specifications with the following general additions. This work shall include removal of all earth material necessary to construct the proposed stormwater basin within Springdale Park to the lines and grades shown or as directed by the Engineer. Earth excavation will not include the excavation of topsoil or unsuitable materials, as those will be paid for separately.

Earth excavation for sewers, underdrains or other proposed improvements shall be included in the cost of the item requiring the excavation and will not be measured and paid for using this item.

For this project, it is the intention of this specification to pay for the handling of earthwork material only once, regardless of staging or Contractor's operations.

Method of Measurement. This work shall be measured in accordance with article 202.07(b) of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard of EARTH EXCAVATION (BASIN).

HIGH CAPACITY INLET

Description. This work shall consist of furnishing and installing special high-capacity box inlets as shown on the plans and in accordance with Sections 602 and 604 of the Standard Specifications.

Construction Requirements. The structure shall include the cast iron frame with Neenah R-3067 Type R Grate or an approved equal. The pre-cast reinforced concrete section shall be manufactured in accordance with A.S.T.M. Design C-858. The contractor must submit a shop drawing for approval by the Engineer and the contractor shall confirm all inverts and flow lines in the field.

The Contractor is responsible for tying in all existing storm sewers to the proposed structures as directed by the Engineer. Up to 10 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered included in the bid price for this item. The Contractor shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are

damaged during construction shall be replaced in kind by the Contractor at no cost to the Village.

Precast concrete adjustment rings, as supplied by the precast concrete manufacturer to conform with the special frame and grate, are to be used on all structure adjustments unless otherwise approved by the engineer. Final adjustment of all frame and grates shall be made after the curb and gutter has been poured.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per each for HIGH CAPACITY INLET, per the structure depth specified, which price shall include all excavation, backfill, concrete patch, adjustment rings, material, labor, and equipment necessary to complete the work as specified herein. **The structure depth shall be calculated from the rim elevation to the lowest invert elevation.**

HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT

Work under this item consists of the removal, satisfactory disposal and replacement of hot-mix asphalt driveway surface. The limits of removal will be marked in the field by Engineer. Saw cutting required for this Work shall be considered incidental to this item.

Additional pavement which is damaged or disturbed beyond the marked limits due to negligence or carelessness on the part of Contractor, shall be re-sawed and removed. The additional quantity of pavement so removed (and replaced) will not be measured for payment.

HMA driveway pavement shall be 3-inches of HMA Surface Course placed in two 1 1/2 – inch lifts over 6-inches of aggregate base course. Any excavation required to install the new driveway shall be included in the cost of this item. The existing aggregate base course may be reused if it is in suitable condition and approved by the Engineer.

The Contractor shall complete driveway construction, to the satisfaction of the Engineer, within fourteen (14) calendar days of the placement of the adjacent curb and gutter. Failure to comply will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

After construction of the new driveway is complete, the Contractor shall restore adjacent grassed parkway areas in accordance with the requirements of the PARKWAY RESTORATION – SODDING special provision included herein.

Basis of Payment. This Work under this item will be paid for at the Contract Unit Price per square yard for HMA DRIVEWAY REMOVAL AND REPLACEMENT; measured in place, which price shall include all materials, labor, and equipment necessary to satisfactorily complete the Work as specified herein.

HOT-MIX ASPHALT SURFACE REMOVAL (FULL DEPTH)

This work shall be done in accordance with Section 440 of the Standard Specifications except as modified herein.

440.01 Description. Revise this Article to read:

"440.01 Description. This work shall consist of the removal and satisfactory disposal of the entire HMA pavement surface, full depth. The geotechnical report included with the bidding documents indicates the existing HMA pavements on streets to receive full depth HMA surface course removal, vary in thickness. The existing pavement information is for informational purposes only, and actual existing pavement thickness will vary. Any additional removal of existing aggregate base in order to match the proposed aggregate base grade shall not be paid separately, but shall be included in the cost of PREPARATION OF BASE (SPECIAL).

440.03 General. Add the following paragraph to the end of this Article:

"No additional compensation will be allowed because of variations from the assumed HMA surface thickness or from the HMA surface thickness shown on the Plans."

"No additional compensation will be allowed due to the presence of geotextile fabric in the milled asphalt layer(s)."

Basis of Payment. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL (FULL DEPTH).

IN-LINE CHECK VALVE

Description. This work consists of furnishing, fabricating, transporting, and installing in-line check valves of the size, shape, and design head at the locations shown on the plans and specified herein with all the necessary appurtenances.

This work shall include installation of the in-line check valve, including all supports, anchors, attachment hardware and all other items necessary as determined by the Engineer. Installation of the structures piping is listed under a different specification and pay item.

Materials. Provide Series 39 In-Line Check Valve or Series CMUF-SL Slip-in CheckMate Ultraflex In-line Valves as manufactured by Tideflex Technologies®, A Division of Red Valve Company or approved equal. All valves shall be manufactured in the U.S.A.

Fabrication. Before fabrication of the component parts of the flat gate is initiated, shop drawings showing the dimensions and details required to locate and install the component assemblies shall be submitted for the Engineer's approval.

Installation. Prior to initiating installation of the flap gate, the Contractor shall provide the Engineer with four copies of a manual giving complete information on installation and maintenance of the in-line check valves.

The in-line check valves shall be installed according to the manufacturer's recommendations and as directed by the Engineer. The valve shall be installed in a plumb position with the axis of the hinge perpendicular to the centerline of the waterway opening.

The quantity and size of the fasteners shall be recommended by the manufacturer.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per EACH for IN-LINE CHECK VALVE of the diameter specified on the plans, which price shall be payment in full for labor, materials, and equipment to perform the work as specified herein.

IRRIGATION REPAIR

Description. This item covers work related to the repair of existing private irrigation systems unavoidably damaged by the Contractor. Repair of damage caused by Contractor negligence or carelessness, or that which is determined to have reasonably been avoidable with proper precaution or care, shall be the sole responsibility of the Contractor and will not be paid for. The Contractor's eligibility for payment for damaged irrigation systems shall be at the sole discretion of the Engineer.

Construction Requirements. All work shall conform to appropriate articles of the Standard Specifications, Village ordinances, Village details and specifications that are considered industry standards or standards set forth by a governing body for the furnishing, fabrication, installation or removal of the included items.

Materials. All furnished material shall conform to appropriate articles of the Standard Specifications, Village ordinances, Village details and specifications that are considered industry standards or standards set forth by a governing body for the furnishing, fabrication, installation or removal of the included items.

Disposal of Material & Safety. All materials resulting from this extra work shall be disposed of at the contractor's expense, outside the limits of the job, at locations acceptable to the Engineer and in accordance with Section 107.01 of the Standard Specifications.

Method of Measurement. This item shall be measured for payment in the appropriate dimensions to for the work performed, as determined by the Engineer.

Basis of Payment. The Contractor will include in his bid a sum of 25,000 units at \$1 per unit for a total of \$25,000.00 for IRRIGATION REPAIR. This item will be used at the sole discretion of the Engineer and shall be based upon reasonable cost proposals provided by the Contractor.

JUNCTION CHAMBER WITH OVERFLOW WEIR

Description. This work shall consist of all work and materials required for the construction of the precast concrete JUNCTION CHAMBER WITH OVERFLOW WEIR in accordance with the plans and as specified herein. The dimension shown on the plans are measured to the inside face of the chamber walls.

Materials.

Concrete:	IDOT Section 1020 Class PC (f' c min = 4,500 PSI)
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Reinforcing Steel:	ASTM A 706, Grade 60 (IL Modified)
Frame and Grate:	Type 1 Frame, Closed Lid or Neenah Low Profile as determined by CONTRACTOR
Precast Riser/Slab:	IDOT Standard 602401 and 602601
Steps:	IDOT Standard 602701
Mastic Joint Sealer:	IDOT Section 1056
Loading:	Soil Loads and AASHTO HS-20

Construction Requirements. The precast junction chamber and weir wall shall be constructed in accordance with IDOT Section 504. All excavation and granular backfill material shall be in accordance with IDOT Section 502. The CONTRACTOR shall be responsible for verifying the size, inverts and locations of the sewers to be connected to the proposed Junction Chamber. The weir wall shall be set to the elevations shown in the plans. A cast in place concrete bench slab shall be poured up to the inverts of the pipes to prevent standing water on the bottom slab. The CONTRACTOR shall take necessary precautions to prevent the chamber from becoming buoyant during construction.

The CONTRACTOR has the option of constructing the junction chamber using cast in place concrete in accordance with IDOT Section 503, with prior permission from the VILLAGE. Cast in place concrete shall be IDOT class SI (f'c min = 3500 PSI).

The CONTRACTOR shall submit calculations and detailed shop drawings that are signed and sealed by a Structural Engineer licensed in the State of Illinois to the ENGINEER for review prior to ordering material or starting construction. The required thickness of the chambers bottom slab, sidewalls and top slab, overflow weir, and reinforcement details shall be shown on the shop drawings.

A temporary shoring plan, signed and sealed by a Structural Engineer licensed in the State of Illinois, shall be submitted to the ENGINEER with corresponding calculations and other necessary information, for all temporary shoring required to accommodate safety and other requirements during construction. Temporary shoring plan shall be approved by the ENGINEER prior to installation of temporary shoring.

All labor, materials, excavation, granular backfill, granular subbase, concrete, reinforcement bars, frame and grate, cast iron steps, precast concrete riser and slab, temporary shoring and any miscellaneous items required for the junction chamber shall not be paid for separately, but shall be included in the lump sum price for JUNCTION CHAMBER WITH OVERFLOW WEIR.

Basis of Payment. This work shall be paid for at the contract lump sum price for JUNCTION CHAMBER WITH OVERFLOW WEIR.

LANDSCAPE RESTORATION – FIELD OF DREAMS SEED MIX

Description. This work shall consist of preparing the seed bed and placing the seed, erosion control blanket and other materials required in seeding operations on the disturbed areas within the Springdale Park property as shown on the plans.

Fertilizer and Agricultural Ground Limestone Application. Fertilizer nutrients and agricultural ground limestone shall be uniformly spread over the designated areas immediately prior to seed bed preparation. 300 kg (270 lb) of fertilizer nutrients per hectare (acre) shall be applied at 1:1 ratio as follows:

Nitrogen Fertilizer Nutrients (90 lb/acre)
Potassium Fertilizer Nutrients (90 lb/acre)

When agricultural ground limestone is specified, it shall be applied at a rate of 4.5 metric tons/ha (2 tons /acre) multiplied by the source correction factor.

The Contractor shall restore, at his/her expense, any existing turf areas damaged by improper application of fertilizer nutrients or agricultural ground limestone.

Seed Bed Preparation. Seed bed preparation shall not be started until all stones, boulders, debris and similar material larger than 1 inch in diameter have been removed. Topsoil shall be placed within the park to a depth of 12-inches in accordance with the special provision for TOPSOIL EXCAVATION AND PLACEMENT. The areas to be seeded shall be worked to a minimum depth of 3 inch with a disk tiller or other equipment approved by the Owner, reducing all soil particles to a size not larger than 1/4 inch in the largest dimension. The prepared surface shall be relatively free from weeds, clods, stones, roots, sticks, rivulets, gullies, crusting and caking. No seeds shall be sown until the seed bed has been approved by the Owner.

Seeding Methods. No seed shall be sown during high winds or when the ground is not in a proper condition for seeding, nor shall any seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements. All seed installation equipment shall be approved by the Owner prior to being used. Prior to starting work, seeders and interseeders shall be calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded or interseeded. The Owner shall be notified 48 hours prior to beginning the seeding operations so that the Owner may determine by trial runs that a calibration of the seeder will provide uniform distribution at the specified rate per acre. When seed or fertilizer is applied with a hydraulic seeder, the rate of application shall be not less than 1000 gal of slurry per acre. This slurry shall contain the proper quantity of seed or fertilizer nutrients specified per acre. When using a hydraulic seeder, the fertilizer nutrients and seed shall be applied in two separate operations.

Seeding Dates. The seeding dates shall be from April 1 to June 15 and from September 15 to October 15. The contractor shall place seed in accordance with the interim completion dates specified in the PROJECT SCHEDULE AND COMPLETION OF WORK special provision provided herein. Seed and blanket within the proposed Springdale Park basin shall first be placed by September 30, 2025. After the first growing period, the Contractor shall be required to correct any areas of insufficient growth or bare spots between April 1, 2026 and October 15, 2026. Between April 1, 2026 and October 15, 2026, additional seeding and work required to correct the initial seeding shall not be paid for as LANDSCAPE RESTORATION

– FIELD OF DREAMS SEED MIX (INTERSEEDING) as approved by the Engineer. No interseeding/supplemental seeding shall be permitted without prior approval from the Engineer.

Seeding Mixtures. All seeding shall occur prior to placement of mulch cover. Seed mixtures shall be as specified below:

Field of Dreams Athletic Mix (by National Seed or approved equal)

1. Seeding Rate: 3-5 lbs. per 1,000 feet²
2. 20% each of two of the following or equals:
 - a. Diva Kentucky Bluegrass
 - b. Rockstar Kentucky Bluegrass
 - c. Blue Chip Plus Kentucky Bluegrass
 - d. Appalachian Kentucky Bluegrass
 - e. Gateway Kentucky Bluegrass
3. 30% each of two of the following or equals:
 - a. Accent II Perennial Ryegrass
 - b. Panther H2O Perennial Ryegrass
 - c. Goalkeeper Perennial Ryegrass
 - d. Palmer III Perennial Ryegrass
 - e. Top Gun II Perennial Ryegrass

Seed mixture shall be delivered to the site in bags labeled with the manufacture's guaranteed analysis of seed type and percentage included.

Installation. Roll all seeded areas after seed application. Within 24 hours from the time seeding has been performed, the seeded area shall be given a covering of erosion control blanket. On slopes steeper than 1:3 (V:H), blanket shall be applied the same day as seeded.

Erosion Control Blanket. NAG S-150 Mulch blanket shall be placed within 24 hours after seeding operations have been completed on the areas specified.

Prior to placing the blanket, the areas to be covered shall be relatively free of foreign material which will prevent the close contact of the blanket with the seed bed. After the area has been properly shaped, fertilized and seeded, the blanket shall be laid out flat, evenly and smoothly, without stretching the material.

The blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil.

For placement on slopes, knitted straw blanket shall be unrolled in the direction of the slope and shall extend a minimum of 3 feet over the crest of the slope. On slope applications, six staples shall be installed on uniform spacing across the uphill end of each roll. The downhill ends of the lowermost rolls across the slope also shall be anchored with six staples, placed on uniform spacing.

Erosion control blanket shall be paid for separately.

Maintenance. Following the mulching operation, foot and vehicular traffic, or the movement of equipment over the mulched area shall be prohibited.

Promptly after seeding, wet the upper 1" of seedbed thoroughly, keeping all areas moist throughout the germination process and the grass has reached a height of 1 inch. The surface of the soil shall not be allowed to dry out but areas of standing water are not permitted.

At any location where seeding/blanket has been displaced by any Contractor's equipment or personnel, the seeding and blanket or other work damaged as a result of that displacement shall be repaired or replaced immediately at the Contractor's expense, in a manner satisfactory to the Owner.

Supplemental Watering. Once the new seed has reached a height of 1" or greater supplemental watering may be required in the event of inadequate rainfall, as determined by the Owner. Supplemental water shall be applied within 24 hours of notification from the Owner. Use a diffusing type attachment for hose watering to create a light sprinkling effect. The water shall be applied at the rate of 1 inch per week across the surface of all seeded areas. Supplemental watering shall be paid for as LANDSCAPE RESTORATION – SUPPLEMENTAL WATERING.

Guarantee. Contractor shall guarantee the seeding for a period of one growing season from the Date of Final Completion of total project for any loss due to faulty materials, workmanship, or procedures. Seeded areas shall have a healthy, uniform, close stand of established grass, free of weeds, surface irregularities and have no bare spots larger than 1-1/2" diameter. If any area does not meet this criteria contractor shall prepare the soil surface of the rejected areas, install seed fertilizer and mulch, and water until an acceptable stand of grass is established. Any seeded or landscaped area disturbed by these procedures will be restored at the contractor's expense.

If any seeding must be performed later than the scheduled periods then the contractor shall also guarantee these seeded areas for a period of one growing season from the date of substantial completion from loss due to weather conditions.

Maintenance. Contractor is responsible for all maintenance of the seeding for the duration of the project and for a period of one growing season from the Date of Final Completion of total project. Maintenance shall include, but not be limited to, mowing and weeding.

Measurement and Payment. This work will be paid for at the contract price per ACRE as LANDSCAPE RESTORATION – FIELD OF DREAMS SEED MIX, or LANDSCAPE RESTORATION – FIELD OF DREAMS SEED MIX (INTERSEEDING), as the case may be, which price shall be payment in full for all labor, material, and equipment necessary for the supply, installation of the seeding, maintenance, guarantee and all incidental work and materials herein specified. Erosion control blanket shall be paid for separately.

LANDSCAPE RESTORATION – SODDING (SPRINGDALE PARK)

Description. This work shall consist of placing sodding within Springdale Park at the direction of the Engineer. This item shall only be used with the Engineer's authorization and shall be used to fill any bare spots within the park that have not had substantial grass growth through the 2026 growing season. This item may also be used with approval of the Engineer to sod the baseball infields as needed for full establishment prior to the final completion date.

This work shall be completed in accordance with Sections 202, 211 and 252 of the Standard Specifications, the special provision for PARKWAY RESTORATION – SODDING provided herein, and the plans, except where modified herein. **Sodding shall not be permitted to**

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be installed between June 15th and September 15th, unless otherwise allowed by the Engineer.

If required, this item shall include excavation of existing grassed areas, and preparation of the underlaying topsoil prior to sod placement.

Watering. All newly restored areas shall be watered daily for a period of 14 days after installation. The initial watering shall occur within 8 hours after the sod has been placed. This initial watering shall be at a rate of 5 gallons of water per square yard. Subsequent watering shall be at a rate of 3 gallons per square yard. On days when measurable rain falls, the new sod need not be watered. All watering shall be done with a spray boom, spray nozzle or lawn sprinkler, so as to achieve a uniform distribution of the water. Use of open end hoses will not be acceptable.

Water needed for the execution of this work is available without charge from Village's Public Works Department yard, 1440 Hillgrove Avenue, Western Springs, IL 60558.

Guarantee. Contractor shall guarantee the sodding for a period of one growing season from the Date of Final Completion of total project for any loss due to faulty materials, workmanship, or procedures. Sodded areas shall have a healthy, uniform, close stand of established grass, free of weeds, surface irregularities and have no bare spots larger than 1-1/2" diameter. If any area does not meet this criteria contractor shall prepare the soil surface of the rejected areas, install new sod, and water until an acceptable stand of grass is established. Any seeded or landscaped area disturbed by these procedures will be restored at the contractor's expense.

If any sodding must be performed later than the scheduled periods then the contractor shall also guarantee these sodded areas for a period of one growing season from the date of substantial completion from loss due to weather conditions.

Maintenance. Contractor is responsible for all maintenance of the sodding for the duration of the project and for a period of one growing season from the Date of Final Completion of total project. Maintenance shall include, but not be limited to, mowing and weeding.

Method of Measurement. Sodding, fertilizer, watering, etc. will not be measured separately but shall instead be included as part of this item. A written request for final inspection shall be submitted by Contractor at the end of the guarantee period.

Basis of Payment. This work will be paid for at the Contract Unit Price per square yard for LANDSCAPE RESTORATION – SODDING (SPRINGDALE PARK); which price shall include all labor, material and equipment necessary to satisfactorily complete the work as described herein.

LANDSCAPE RESTORATION – SUPPLEMENTAL WATERING

Description. This work shall consist of supplemental watering of the seeded/sodded areas within Springdale Park as directed by the Engineer in accordance with Section 252 of the Standard Specifications and as modified herein.

Supplemental Watering. Once the new seed has reached a height of 1" or greater supplemental watering may be required in the event of inadequate rainfall, as determined by the Owner. Supplemental water shall be applied within 24 hours of notification from the Owner. Use a diffusing type attachment for hose watering to create a light sprinkling effect. The water shall be applied at the rate of 1 inch per week across the surface of all seeded areas.

Method of Measurement. Supplemental watering shall be paid for in accordance with Section 252.12 of the Standard Specifications.

Measurement and Payment. This work will be paid for at the contract price per UNIT for LANDSCAPE RESTORATION – SUPPLEMENTAL WATERING, which price shall be payment in full for all labor, material, and equipment necessary to complete the work as specified.

MISCELLANEOUS ADDITIONS AT THE VILLAGE'S DISCRETION

Description. This item is to provide for adequate budget to cover items not specifically included in the contract prior to the bidding process.

Construction Requirements. All work shall conform to appropriate articles of the Standard Specifications, Village ordinances, Village details and specifications that are considered industry standards or standards set forth by a governing body for the furnishing, fabrication, installation or removal of the included items.

Materials. All furnished material shall conform to appropriate articles of the Standard Specifications, Village ordinances, Village details and specifications that are considered industry standards or standards set forth by a governing body for the furnishing, fabrication, installation or removal of the included items.

Disposal of Material & Safety. All materials resulting from this extra work shall be disposed of at the Contractor's expense, outside the limits of the job, at locations acceptable to the Engineer and in accordance with Section 107.01 of the Standard Specifications, as amended by Public Act 90-761. A sample of the required load ticket is included in this contract.

Method of Measurement. This item shall be measured for payment in the appropriate dimensions to for the work performed.

Basis of Payment. The Contractor will include in his bid a sum of 150,000 units at \$1 per unit for a total of \$150,000.00 for miscellaneous additions to the project at the Village's Discretion. Only additional work, not covered by existing Pay Items, indicated on the Drawings or in the Project Specifications will be eligible for payment under this item. Additional work may consist of items such as additional connection to an existing water service of an odd size, or handrail installation, or other construction that may be deemed necessary by the Village to add to the project.

PARKWAY RESTORATION - SODDING

Disturbed parkways shall be topsoiled and sodded in accordance with Sections 202, 211 and 252 of the Standard Specifications and the plans, except where modified herein. **Sodding**

shall not be permitted to be installed between June 15th and September 15th, unless otherwise allowed by the Engineer.

Description. The work included under this item consists of furnishing all labor, materials, equipment, necessary for and incidental to, the complete repair and restoration of all lawn and parkway areas which are removed, rutted, gouged, or otherwise disturbed as a result of this project, as specified herein and at locations directed by the Engineer. Affected areas will be restored to a condition as good as, or better than, existed prior to the start of construction. All restored areas shall be in a healthy, growing condition before they are accepted by Village.

Backfilling. Backfill within utility trenches shall consist of material approved by the Engineer. Concrete spoils, form lumber, or other debris shall not be placed in excavations. All materials shall be placed in maximum 1-foot lifts. Each lift shall be mechanically compacted before placing the next lift.

No topsoil shall be placed until Engineer has inspected and approved the sub-grade.

Sodding. Preparation of areas to be sodded shall be performed in accordance with the applicable articles of Sections 202, 211 and 252 of the Standard Specifications. This work shall include up to four inches of excavation to accommodate placement of new topsoil, as well as the removal of any deleterious material. Topsoil shall be compacted with a roller plate or tire, and this work must be performed in the presence of the Engineer, unless otherwise authorized by the Engineer. Payment for topsoil placed without the Engineer's presence (or waiver of same) shall not be paid for. New topsoil shall be furnished and placed to a depth of at least 4" (after satisfactory compaction) in all excavated areas. Topsoil shall be pulverized black dirt from a source approved by Engineer. With approval from the Engineer, the Contractor may utilize surplus topsoil excavated within Springdale Park for placement in parkways. No separate payment shall be made for utilizing surplus topsoil for parkway restoration. Topsoil shall also be placed in other areas which have been gouged, rutted or otherwise disturbed. Where working conditions allow, use of a "gill" may be made as part of the fine grading operation.

Placement of sod and fertilizer shall be in accordance with the requirements of Section 252 and 1081 of the Standard Specifications with the following modifications:

Finished grade of sod shall match the grade of all sidewalks and driveways, and be approximately ½" above all curbs, and the frames of underground structures. It shall also match with the grade of adjacent undisturbed lawns. All areas requiring restoration shall be cut back to sound lawn areas, generally along straight lines.

Watering. All newly restored areas shall be watered daily for a period of 14 days after installation. The initial watering shall occur within 8 hours after the sod has been placed. This initial watering shall be at a rate of 5 gallons of water per square yard. Subsequent watering shall be at a rate of 3 gallons per square yard. On days when measurable rain falls, the new sod need not be watered. All watering shall be done with a spray boom, spray nozzle or lawn sprinkler, so as to achieve a uniform distribution of the water. Use of open end hoses will not be acceptable.

Water needed for the execution of this work is available without charge from Village's Public Works Department yard, 1440 Hillgrove Avenue, Western Springs, IL 60558.

Method of Measurement. Topsoil, topsoil excavation, sodding, fertilizer, watering, etc. will not be measured separately but shall instead be included as part of this item. A written request for final inspection shall be submitted by Contractor at the end of the guarantee period.

Basis of Payment. This work will be paid for at the Contract Unit Price per square yard for PARKWAY RESTORATION – SODDING; which price shall include all labor, material and equipment necessary to satisfactorily complete the work as described herein.

PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT

Description. This work shall be in accordance with Sections 423 and 440 of the Standard Specifications and applicable Village Standard details. PCC driveway pavement shall be constructed using Hi-Early Strength Concrete to minimize curing time. Driveway aprons are to be replaced at the grades specified in the field and essentially to the same width. Full-depth sawcutting will be required in locations where joints do not exist as directed by the Engineer. Replacement of residential driveways will be with a P.C.C. pavement section 7" thick on a prepared granular subbase at least 4" thick. Replacement of commercial driveways will be with a P.C.C. pavement section 8" thick on a prepared granular subbase at least 5" thick. All excavation required to attain the minimum driveway section thickness required shall be included in this work.

The Contractor shall backfill adjacent to the new driveway pavement, to the satisfaction of the Engineer, within seven (7) calendar days of the placement of the driveway pavement.

Basis of Payment. This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT. All full depth saw-cutting and granular subbase, as required, will be included in this item. Prime Coat for this work shall be included in the cost of this item.

POST-CONSTRUCTION SEWER TELEVISIONING

Description. This work shall consist of cleaning and televising new storm and sanitary sewers constructed as part of this project.

Cleaning sewers shall include high pressure jetting, root cutting, bucketing and any other actions necessary to remove all obstructions impeding flows.

Deliverables. The CONTRACTOR shall provide the ENGINEER a narrated video tape of the sewer after cleaning. The ENGINEER will use this tape to verify that the sewer was installed to the satisfaction of the VILLAGE.

Post-construction sewer televising video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Engineer. Sewer televising video recordings will be provided as independent digital

container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction video recording as intended.

Video DVD will be considered an unacceptable format for providing post-construction sewer televising video recordings, and will be rejected.

Post-construction sewer televising video electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Engineer. Post-construction sewer televising video electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Engineer. All recordings shall be in accordance with NASSCO standards and completed by a PACP certified individual.

Post-construction sewer televising video electronic files will be accompanied by corresponding logs which document the dates, times, and locations (corresponding manholes/structures) covered by each video recording electronic file.

Basis of Payment. This work will be paid for at the contract unit price per foot of sewer televised for POST-CONSTRUCTION SEWER TELEVISIONING, regardless of pipe diameter.

PVC CASING PIPE

Description. This work shall consist of installing water main quality PVC casing pipe in open cut trench at the locations as shown on the plans and as directed by the Engineer.

Materials. Casings shall be capable of withstanding the loads superimposed upon them. The following types of casing pipes are acceptable for use as PVC CASING PIPE:

- PVC pressure pipe and fabricated fittings (water main quality) in accordance with AWWA C-900 for sizes 4"-12" or AWWA C-905 for sizes 14"-48". PVC pipe joints shall be flexible elastomeric seals per ASTM D-3139 and F-477.

Construction requirements. Casing pipe shall be installed into place and shall include all things necessary, but not limited to, excavation sheeting/bracing, dewatering, pumping, backfilling and compacting all as required for the casing pipe installation. Ends shall be sealed with brick and mortar or manufactured rubber end seals.

Trench backfill shall be installed in accordance with TRENCH BACKFILL, SPECIAL, as specified elsewhere in these Special Provisions and as shown on the detail in the plans.

Measurement and Payment. This work will be measured and paid for at the contract unit price per foot for PVC CASING PIPE, of the size specified, which price shall include all labor, equipment, and material necessary to complete the specified work. Payment for placement and compaction of TRENCH BACKFILL, SPECIAL shall be paid for separately.

RCP BULKHEAD
RCP PIPE FITTING

Description. This work shall be completed in accordance with Section 550 of the STANDARD SPECIFICATIONS, and the STANDARD SPECIFICATIONS for Water and Sewer Main Construction in Illinois (Eighth Edition), except as modified herein:

RCP PIPE FITTINGS shall consist of furnishing and installing RCP storm sewer base tees, bends, transitions, and bulkheads of the dimensions shown on the plans. CONTRACTOR shall submit shop drawings and receive approval prior to purchasing pipe fittings. Pipe fittings shall be installed to the angle and grade shown on the plans. Where shown on the plans, precast concrete risers shall be provided by the CONTRACTOR as necessary to bring the pipe fittings up to the proposed grade. Risers shall be installed such that no more than 12" of adjusting rings are required to bring the rim up to proposed grade.

RCP PIPE FITTINGS shall be installed with Type 1 frames and closed lids, unless otherwise noted on the plans. Low profile frames and grates shall be installed where necessary. CONTRACTOR shall be responsible for determination of type of frames and grates required. The top surface of lids shall be embossed with the words "VILLAGE OF WESTERN SPRINGS" and "STORM SEWER".

The CONTRACTOR is responsible for connecting all existing storm sewers to the proposed pipe fittings as directed by the ENGINEER. Up to 10 feet of new sewer (if required) for each existing sewer tying into the proposed pipe fitting shall be considered included in the bid price for this pay item. The CONTRACTOR shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed pipe fittings. Any existing storm sewers that are damaged during construction shall be replaced in kind by the CONTRACTOR at no cost to the VILLAGE. In addition, the CONTRACTOR will be responsible for determining which structures require precast concrete flat slab tops in accordance with Standard Drawing 602601. Flat slab tops will only be allowed where a conical section cannot be installed due to a lack of clearance.

All excavation, backfilling (including trench backfill), precast concrete riser sections, concrete rings, flat slab tops (when required), and existing sewer connections required to complete the work shall be included in the cost of this item. The pay limits for STORM SEWERS shall be exclusive of the RCP PIPE FITTING length (i.e. base tees, bends, transitions, and bulkheads).

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per each for RCP PIPE FITTING (NO RISER), RCP PIPE FITTING TRANSITION, and RCP BULKHEAD of the size identified on the plans, or RCP PIPE FITTING (WITH RISER), of the size and depth identified on the plans, together with the specified frames and grates. **The structure depth for RCP PIPE FITTING (WITH RISER) shall be calculated from the rim elevation to the lowest invert elevation.**

RELOCATE PLAY COURT

Description. This work shall consist of temporarily relocating an existing GaGa Ball court located within Springdale Park. The court consists of wooden walls that can be moved and/or

disassembled as needed to temporarily relocate the court. The court shall be relocated to a location approved by the Engineer and Park District.

Any damage to the court, including the walls and hardware, shall be corrected or repaired at the Contractor's expense.

After work in Springdale Park is complete, the Contractor shall relocate the play court to its permanent location as directed by the Park District.

Basis of Payment. This work shall be paid for a the lump sum price for RELOCATE PLAY COURT, which shall include all labor and equipment required to temporarily relocate the play court.

SANITARY MANHOLE, DROP

Description. This work shall consist of constructing drop manholes, together with the necessary cast iron frames and lids, in accordance with the detail in the plans and Section 602 of the STANDARD SPECIFICATIONS, except as specified herein.

Manholes constructed over proposed or existing sanitary sewers and which are indicated on the plans as sanitary manholes shall be provided with rubber gasketed couplings to ensure a watertight seal between pipe and manhole. The rubber gasketed couplings shall conform to ASTM Specification C-923. Rubber gasketed couplings shall be A-LOK Premium, or an approved equal. Manholes shall be provided with epoxy coated cast iron steps on 16" centers from frame to invert. The outside of the manhole shall be coated with a waterproofing membrane and external sealing bands conforming to ASTM C-877. The seal between the pipe and the structure to be bound by water tight hydraulic cement. The rubber gasketed couplings, waterproof coating, chimney seal, and steps shall be included in the cost of manholes and will not be paid for separately.

The top surface of lids shall be embossed with the words "VILLAGE OF WESTERN SPRINGS" and "SANITARY ".

Drop manholes shall be constructed when the difference in invert elevations of incoming pipes is greater than 24 inches. The diameter of the drop pipe shall equal the diameter of the incoming sanitary sewer requiring the drop connection. The drop connection shall be encased in Class SI concrete after the manhole is installed. All concrete shall be included in the cost of this item.

When existing sanitary sewers connect to proposed drop manholes, replacement of up to ten feet of pipe for each existing pipe shall be included in the cost of this item. Sanitary sewer pipe shall be PVC, SDR 26 conforming to ASTM D2241 and connections shall be made with non-shear mission couplings. The pipe, couplings, and trench backfill shall be included in the cost of manholes and will not be paid for separately.

If necessary, the Contractor shall be required to temporarily stop or bypass flow in existing sewers to construct proposed sanitary manholes. When pumping and bypassing is required, the Contractor shall furnish all temporary pumps, conduits, and other equipment to divert the

flow of sewage around the sewer section/manhole in which work is to be performed. The bypass system shall have sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation. The Contractor shall construct bypass system of material to prevent leakage during pumping operation. At no time shall bypass conduits (pipes, hoses, etc.) cross open lanes of traffic.

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

If bypassing is required for construction, the Contractor shall submit a bypass pumping plan to the Engineer and Village for approval prior to construction. All costs associated with bypass pumping and the temporary plugging of sewers required for sanitary manhole installation shall be included in the cost of the proposed sanitary manhole. This shall include all pumps, material, equipment, and labor required to successfully complete the work. The VILLAGE will assist the Contractor with coordinating road closures necessary to facilitate manhole removal and installation.

Method of Measurement and Basis of Payment. This work shall be paid for at the Contract unit price per each for SANITARY MANHOLE, DROP of the specified diameter and frame and lid.

SANITARY MANHOLE, TYPE A

This work shall consist of constructing manholes, together with the necessary cast iron frames and lids, in accordance with the detail in the plans and Section 602 of the Standard Specifications, except as specified herein.

Manholes constructed over proposed or existing sanitary sewers and which are indicated on the plans as sanitary manholes shall be provided with rubber gasketed couplings to ensure a watertight seal between pipe and manhole. The rubber gasketed couplings shall conform to ASTM Specification C-923. Rubber gasketed couplings shall be A-LOK Premium, or an approved equal. Manholes shall be provided with epoxy coated cast iron steps on 16" centers from frame to invert. The outside of the manhole shall be coated with a waterproofing membrane and external sealing bands conforming to ASTM C-877. The seal between the pipe and the structure to be bound by water tight hydraulic cement. The rubber gasketed couplings, waterproof coating, chimney seal, and steps shall be included in the cost of manholes and will not be paid for separately. Manholes shall be furnished with cast iron frames and lids marked with "VILLAGE OF WESTERN SPRINGS" and "SANITARY" with concealed pick holes and watertight gaskets. The frames and lids shall be approve by the Village.

Sanitary manholes shall be tested for watertightness by means of a vacuum test in accordance with ASTM C-1244 prior to acceptance by the Engineer.

When existing sanitary sewers connect to proposed manholes, replacement of up to ten feet of pipe for each existing pipe shall be included in the cost of this item. Sanitary sewer pipe shall be PVC, SDR 26 conforming to ASTM D2241 and connections shall be made with non-

shear mission couplings. The pipe, couplings, and trench backfill shall be included in the cost of manholes and will not be paid for separately.

If necessary, the Contractor shall be required to temporarily stop or bypass flow in existing sewers to construct proposed sanitary manholes. When pumping and bypassing is required, the Contractor shall furnish all temporary pumps, conduits, and other equipment to divert the flow of sewage around the sewer section/manhole in which work is to be performed. The bypass system shall have sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation. The Contractor shall construct bypass system of material to prevent leakage during pumping operation. At no time shall bypass conduits (pipes, hoses, etc.) cross open lanes of traffic.

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

If bypassing is required for construction, the Contractor shall submit a bypass pumping plan to the Engineer and Village for approval prior to construction. All costs associated with bypass pumping and the temporary plugging of sewers required for sanitary manhole installation shall be included in the cost of the proposed sanitary manhole. This shall include all pumps, material, equipment, and labor required to successfully complete the work. The VILLAGE will assist the Contractor with coordinating road closures necessary to facilitate manhole removal and installation.

Method of Measurement and Basis of Payment. This work shall be paid for at the Contract unit price per each for SANITARY MANHOLE, TYPE A, of the specified diameter and frame and lid.

SANITARY SERVICE CONNECTION TO NEW SEWER

Description. This work shall consist of connecting existing sanitary services to new sewer pipe replaced as part of this project. The work shall be done in accordance with applicable portions of Section 563 of the Standard Specifications and as specified herein.

The exact locations of existing sewer and sewer connections are to be verified in the field by the CONTRACTOR. The Village will not mark locations of existing sanitary services.

The CONTRACTOR shall install a new polyvinyl chloride tee fitting on the new sewer main pipe at the location of the existing service, and shall remove and replace, if necessary, a sufficient length of existing service pipe to re-establish the service. Service pipe to be replaced shall be paid separately for as SANITARY SERVICE REPLACEMENT. All connections to existing pipes shall be made with non-shear mission couplings. The couplings shall be equipped with stainless steel bands.

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY SERVICE CONNECTION TO NEW SEWER, which shall include all fittings, backfill (including trench backfill), labor and equipment to complete the work as specified.

SANITARY SERVICE REPLACEMENT

Description: This work shall consist of the complete removal or abandonment of existing service as directed by the ENGINEER and replacing and reconnecting a new PVC, SDR-26 (ASTM D2241) sanitary service to the existing sanitary sewer.

New sanitary service pipe should be cut in cleanly at the minimum distance from the conflicting improvement that provides for elimination of the conflict, or a location determined by the ENGINEER. A rubber, non-shear mission coupling with stainless steel bands should be used to effect the connection between new service and existing service pipes.

Sanitary services shall be connected to proposed sanitary sewers where shown on the plans or as determined in the field. The exact locations of existing sewer and sewer connections are to be verified in the field by the CONTRACTOR. The Village will not mark locations of existing sanitary services, and the locating of existing services shall be the responsibility of the CONTRACTOR. The slope from the right-of-way to the sewer connection shall be continuous and constant, except as otherwise authorized by the ENGINEER. The CONTRACTOR shall be responsible for verifying the elevation and slope of the proposed service prior to the installation of each service.

The CONTRACTOR shall install a new polyvinyl chloride tee or wye fitting at the location of the connection on the proposed mainline sanitary sewer. The connection of the service to the proposed sanitary main with a polyvinyl chloride tee fitting shall be paid for as SANITARY SERVICE CONNECTION TO NEW SEWER.

The services shall be replaced from the new fitting at the mainline sanitary sewer to the right-of-way line, using SDR-26 polyvinyl chloride pipe conforming to ASTM D2241 of the same diameter as the existing connection. The CONTRACTOR is to ensure positive flow from the right-of-way to the connection to the mainline sewer.

For instances where the existing sanitary sewer service pipe is excavated and found to be 4-inches in diameter, or less, the sewer service pipe shall be replaced with 6-inch PVC, SDR-26 between the wye or tee connection at the sewer main and the cleanout connection at the property line, or as otherwise directed by the Engineer. Connection to the existing 4-inch (or less) diameter sewer service pipe shall be made using a transitional coupling in conformance with the requirements specified above.

Existing services shall be removed or abandoned in accordance with ABANDON EXISTING SEWERS AND WATER MAIN or EXISTING SEWER REMOVAL. Any holes in existing manholes or pipes that result from abandoning or removing sanitary services shall be plugged with brick and non-shrink concrete mortar to the satisfaction of the Engineer. The non-shrink concrete mortar shall completely fill the holes and keep all water from entering the manhole. When sewers to be removed or abandoned tie directly into a pipe (including blind connections and services), the pipe shall be plugged with non-shrink concrete mortar to the satisfaction of the Engineer. The pipe shall be water-tight, and the inside of the pipe shall be free of excess material that might restrict flow. Plugging existing manholes and pipes due to existing sanitary service removal and/or abandonment shall be included in the cost of this item.

Trench backfill shall be paid for separately and installed in accordance with TRENCH BACKFILL, SPECIAL, as specified elsewhere in these Special Provisions and as shown on the detail in the plans.

Method of Measurement and Basis of Payment. Pay limits for removal and replacement of sanitary services for this item shall extend from the connection at the proposed sanitary main to the existing right-of-way. This work will be measured and paid for at the contract unit price per foot for SANITARY SERVICE REPLACEMENT, regardless of service diameter.

SANITARY SEWER, DUCTILE IRON

Description. This work shall include installation of ductile iron sanitary sewers at locations shown on the plans and as directed by the Engineer. This work shall conform to applicable sections of the Standard Specifications and the Standard Specifications for Water and Sewer Main Construction in Illinois (Sixth Edition) and the Village Standard details.

The following pipe types are acceptable for use as SANITARY SEWER, DUCTILE IRON:

- Ductile Iron pipe (Class 50) conforming to ANSI/AWWA C151/A.21.51 with joints conforming to ANSI/AWWA C111/A.21.11. Ductile shall be encased in polyethylene encasement in accordance with ANSI/AWWA C105/A21.5.

Connections to existing sewer pipe shall be made with Non-Shear couplings, Fernco Strongback RC Series or equal. The couplings shall be equipped with stainless steel bands.

If this item is to be used at locations of sewer removal and replacement, the Contractor shall excavate and expose the existing sanitary sewer to determine the exact limits of removal and replacement. The existing sanitary sewer shall be sawcut to separate that portion of the pipe that is to be removed from that which will remain. The Contractor shall be responsible for bypass pumping the existing sanitary flow during replacement of the pipe. This work will be included in this pay item. Sandbagging/plugging the existing sanitary sewer to remain will not be allowed without prior approval from the Engineer and/or Village. Any existing sanitary services located on a sections of pipe to be removed and replaced with ductile iron pipe shall be connected to the new pipe with a tee or wye (as necessary). Reconnecting services shall be paid for as SANITARY SERVICE CONNECTION TO NEW SEWER. All necessary sanitary service pipe shall be paid for as SANITARY SERVICE REPLACEMENT.

Measurement and Payment. This work shall be measured and paid for at the contract unit price per lineal foot for SANITARY SEWER, DUCTILE IRON of the diameter specified, which price shall include all labor; excavation; materials, including pipe, structure and pipe connections, fittings and bedding; backfilling, compacting and removal of spoils; dewatering; and equipment necessary to complete the work as specified herein.

Placement and compaction of TRENCH BACKFILL, SPECIAL shall be paid for separately.

SANITARY SEWER, PVC

Description. This work shall consist of placing new PVC sanitary sewer pipe at locations shown on the plans and as directed by the ENGINEER.

Construction Requirements. The excavation, bedding, pipe laying, backfilling, and clean up shall be completed in accordance with the applicable portions of Divisions II and III of the "Standard Specifications for Water and Sewer Main Construction in Illinois". The bedding for the pipe shall be placed from 4" below the pipe to 12" over the top of the pipe. The cost for the bedding shall be included in the work.

PVC sanitary sewer shall be SDR 26 polyvinyl chloride (PVC) pipe conforming to ASTM D-2241 with joints conforming to ASTM D-3212 or D-2855.

Connections to existing sewer pipe shall be made with Non-Shear couplings. The couplings shall be equipped with stainless steel bands.

Sanitary services shall be connected to the new sewer using PVC tee or wye fittings. The sanitary service shall be connected to the tee/wye using non-shear couplings. All fittings required and couplings required to effect connections between the new sanitary sewer and sanitary services shall be paid for as SANITARY SERVICE CONNECTION TO NEW SEWER. All necessary sanitary service pipe shall be paid for as SANITARY SERVICE REPLACEMENT.

All labor; excavation; materials, including pipe, structure connections, fittings and bedding; backfilling, compacting and removal of spoils; dewatering/bypass pumping; and equipment necessary to complete the work as specified herein shall be included in the cost of the item.

Trench backfill shall be paid for separately and installed in accordance with TRENCH BACKFILL, SPECIAL, as specified elsewhere in these Special Provisions and as shown on the detail in the plans.

Measurement and Payment. This work will be paid for at the contract unit price per foot for SANITARY SEWER, PVC of the diameter specified.

SANITARY SEWER, PVC (POINT REPAIR)

Description. This work shall consist of removing portions of existing sanitary sewer and replacing the removed portions with new sanitary sewer pipe at the same location, as determined necessary during previously completed sewer televising and as approved by the Engineer.

Construction Requirements. The point repair locations shown on the plans are approximate. The locations and limits of the removals and replacement shall be determined during pre-construction televising of the existing sewers. Sewer Televising of the existing sewer segments with proposed point repairs shall be included in the cost of this item. The Contractor shall excavate and expose the existing sewer at these locations to determine the exact limits of removal and replacement.

The excavation, bedding, pipe laying, backfilling, and clean up shall be completed in accordance with the applicable portions of Divisions II and III of the "Standard Specifications for Water and Sewer Main Construction in Illinois". The bedding for the pipe shall be placed

from 4" below the pipe to 12" over the top of the pipe. The cost for the bedding shall be included in the work.

Sanitary sewer shall be SDR 26 polyvinyl chloride (PVC) pipe conforming to ASTM D-2241 with joints conforming to ASTM D-3212 or D-2855.

Connections to existing sewer pipe shall be made with Non-Shear couplings. The couplings shall be equipped with stainless steel bands.

Sanitary services shall be connected to the new sewer using PVC tee fittings. Reconnecting services shall be paid for separately as SANITARY SERVICE CONNECTION TO NEW SEWER.

The Contractor shall excavate and expose the existing sanitary sewer to determine the exact limits of removal and replacement. The existing combined sewer shall be sawcut to separate that portion of the pipe that is to be removed from that which will remain. The Contractor shall be responsible for bypass pumping the existing sanitary flow during replacement of the pipe. This work will be included in this pay item. Sandbagging/plugging the existing sanitary sewer to remain will not be allowed without prior approval from the Engineer and/or Village.

All labor; excavation; materials, including pipe, structure connections, fittings and bedding; backfilling, compacting and removal of spoils; dewatering; sewer plugging and bypass pumping; and equipment necessary to complete the work as specified herein shall be included in the cost of the item.

Trench backfill shall be paid for separately and installed in accordance with TRENCH BACKFILL (SPECIAL), as specified elsewhere in these Special Provisions and as shown on the detail in the plans.

Measurement and Payment. This work will be paid for at the contract unit price per foot for SANITARY SEWER, PVC (POINT REPAIR), of the diameter specified, which price shall include all labor; excavation; materials, including pipe, structure and pipe connections, fittings and bedding; backfilling, compacting and removal of spoils; dewatering; and equipment necessary to complete the work as specified herein.

Placement and compaction of TRENCH BACKFILL, SPECIAL shall be paid for separately.

SANITARY SEWER, PVC (C900)

Description. This work shall include installation of water main-quality sanitary sewers at locations shown on the plans and as directed by the Engineer. This work shall conform to applicable sections of the Standard Specifications and the Standard Specifications for Water and Sewer Main Construction in Illinois (Sixth Edition) and the Village Standard details.

The following pipe types are acceptable for use for this item:

- PVC pressure pipe and fabricated fittings (water main quality) in accordance with AWWA C-900 for sizes 4"-12" or AWWA C-905 for sizes 14"-48". PVC pipe joints shall

be flexible elastomeric seals per ASTM D-3139 and F-477.

Connections to existing sewer pipe shall be made with Non-Shear couplings, Fernco Strongback RC Series or equal. The couplings shall be equipped with stainless steel bands.

The Contractor shall excavate and expose the existing sanitary sewer to determine the exact limits of removal and replacement. The existing sanitary sewer shall be sawcut to separate that portion of the pipe that is to be removed from that which will remain. The Contractor shall be responsible for bypass pumping the existing sanitary flow during replacement of the pipe. This work will be included in this pay item. Sandbagging/plugging the existing sanitary sewer to remain will not be allowed without prior approval from the Engineer and/or Village. Any existing sanitary services located on a sections of pipe to be removed and replaced with water main quality pipe shall be connected to the new pipe with a tee or wye (as necessary). Reconnecting services shall be paid for as SANITARY SERVICE CONNECTION TO NEW SEWER. All necessary sanitary service pipe shall be paid for as SANITARY SERVICE REPLACEMENT.

Measurement and Payment. This work shall be measured and paid for at the contract unit price per lineal foot for SANITARY SEWER, PVC (C900), of the diameter specified, which price shall include all labor; excavation; materials, including pipe, structure and pipe connections, fittings and bedding; backfilling, compacting and removal of spoils; dewatering; and equipment necessary to complete the work as specified herein.

Placement and compaction of TRENCH BACKFILL, SPECIAL shall be paid for separately.

ABANDON EXISTING SEWERS

Description. This work shall consist of the abandonment of portions of existing sewer pipes as shown on the plans and as directed by the Engineer to construct the proposed improvements.

Sewers to be abandoned shall be plugged at both ends with a minimum of two (2) feet of non-shrink concrete/mortar plugs to the satisfaction of the Engineer. Pumping access points shall be at the proposed excavation locations.

Basis of Payment. All labor, materials and equipment necessary to complete the work as specified for ABANDON EXISTING SEWERS shall not be paid for separately but shall be included in the bid price for the installation of the proposed items of work.

EXISTING SEWER REMOVAL

Description. This work shall consist of the removal of existing sewers or culverts that are in direct conflict with the proposed improvements. Existing sewers that are to be taken out of operation but are not in conflict with the proposed improvements shall be abandoned as specified for ABANDON EXISTING SEWERS.

Existing sewers shall be removed only as directed by the Engineer. Excavated pipe material shall be disposed of by the Contractor in accordance with Article 202.03 of the Standard Specifications.

The ends of the existing sewers shall be plugged as specified for ABANDON EXISTING SEWERS.

Trenches resulting from the removal of sewers shall be backfilled in accordance with the applicable requirements of Article 550.07. Backfill of removal trenches (including Trench Backfill) shall be included in this item.

Basis of Payment. All labor, materials and equipment necessary to complete the work as specified for EXISTING SEWER REMOVAL shall not be paid for separately but shall be included in the bid price for the installation of the proposed items of work.

SHUTDOWN CONNECTION TO EXISTING WATER MAIN

Description. This work shall consist of the furnishing of all labor, tools, and equipment necessary to affect a connection of a new water main to the existing water main. This work shall include taking the existing water main out of service and cutting, capping and abandoning the existing water main as shown on the plans. Temporary water system shutdowns shall be as specified elsewhere for TEMPORARY WATER SHUTDOWNS. This work shall be performed as shown on the plans and in accordance with applicable Village Standard Details.

Installation. All materials shall be on hand before work is undertaken to minimize the time necessary to complete the work required. Only Water Department Personnel will be in charge of closing system valves, but the Contractor shall lend any assistance necessary to expedite the shutdown. In addition, the Contractor shall distribute notices of water service interruptions door to door as directed by the Engineer.

Once water service has been shut down by the Village, the Contractor shall cut the existing water main, remove pipe as necessary to accommodate connection to the new main. Contractor shall then complete the water main connection and abandon and plug/cap and block the existing water main as shown on the plans. All mechanical joints for water main pipe shall be MegaLug or approved equal. Abandonment of water main shall be as specified elsewhere for ABANDON EXISTING WATER MAIN.

The Contractor shall be required to furnish any and all pipefittings, required jointing materials, and all work necessary to complete the connection as specified. This includes but not limited to any necessary plugs, blocks, corporation stops, sleeves, mechanical joints, reducers and water main pipe. All fittings and pipe that are installed under this item shall be placed on a bedding in accordance with the plans. Pipe fittings shall not be paid for separately but shall be included in the cost of the work as specified. In addition, whenever a connection is made and a portion of the existing system will not be subject to the chlorination procedure for the new main, the Contractor shall provide tablet disinfection procedures as described in Section 41-2.14C (3) of the Water and Sewer Standard Specifications. All other items required for restoration (i.e. pavement patches, sodding, etc.) will be paid for under the specific pay item in the contract. After the connection has been made, a visual inspection shall be made for leaks under system pressure, irrespective of the pressure test that may be required under

other provisions in the contract. If no visual leaks are detected, the excavation shall be backfilled with materials as directed by the Village.

Basis of Payment. This work will be paid for at the contract unit price per each for SHUTDOWN CONNECTION TO EXISTING WATER MAIN, of the size specified, which price shall include all labor, material, and equipment necessary to complete the work as specified, including granular bedding, granular backfill and all pipe/pipefittings, including cut-in sleeves and reducers, necessary to complete the work.

TEMPORARY WATER SHUTDOWNS

Description. The Village water division shall be notified at least forty-eight (48) hours (not including holidays and weekends) in advance of any water shutdown. The Village will determine what residences will be affected by the shutdown and supply to the Contractor shut-off notice handouts and those areas to be notified. The Contractor shall be responsible for distributing handouts to affected residences. The turning of any valve other than those installed but not yet accepted by the Village shall be performed by water division personnel. Before the system is returned to service, a fire hydrant must be opened to relieve any air in the line and to flush the system. After the system is fully flushed, Contractor will collect chlorine residual and bacteriological samples. Another sample will be collected after 24 hours.

Basis of Payment. This work will not be paid for separately but shall be included in the bid price for SHUTDOWN CONNECTION TO EXISTING WATER MAIN.

SITE DEWATERING

Description. Work consists of providing labor, tools, equipment, and materials necessary to dewater the related work areas of the Project to relatively dry conditions and maintain suitable working conditions so that the modifications/improvements may be constructed in the dry.

Products. Contractor shall be responsible for the choice of the product(s) and equipment as well as “means and methods” for the Site Dewatering Work to be performed subject to the review of the Engineer. All products and “means and methods” selected shall be adequate for the intended use/application. Engineer’s review does not relieve the Contractor from compliance with the requirements of the Drawings and Specifications and the requirements of this special provision.

Submittals. Contractor shall submit to the Village’s Representative for review a description of dewatering techniques and equipment to be used, together with detail drawings showing lengths of discharge piping and point(s) of discharge including erosion control procedures. Note: Village’s Representative review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the Village’s Representative for same.

Responsibility. The Contractor shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as “means and methods” of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations and these Specifications. All product(s), equipment and “means and methods” selected shall be adequate for the intended use/application.

Review by Village's Representative does not relieve Contractor from compliance with the requirements specified herein.

General Requirements. The Contractor shall select the pumps he/she desires to use and the rate at which the pumps discharge, but adequate protection at the pump discharge shall be provided by the Contractor, subject to review by the Engineer. The Contractor shall ensure that downstream water quality shall not be impaired.

At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or any other parts of the Work.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into combined sewers.

No water containing settleable solids shall be discharged into storm sewers. Any and all damages caused by dewatering the work site shall be promptly repaired by the Contractor. The Contractor is responsible for providing any and all labor, materials and equipment needed for the SITE DEWATERING in order to meet the scheduled completion of the project.

Method of Measurement: No separate measurement will be made for SITE DEWATERING.

Basis of Payment. Payment for the work specified will be made at the contract lump sum price for SITE DEWATERING. The allowable lump sum bid price for shall be limited to a maximum of **two percent (2%)** of the total contract amount. Any bids exceeding this amount may be rejected at the discretion of the Village.

STORM SEWERS, DUCTILE IRON

Description. This work shall include installation of ductile iron storm sewers at locations shown on the plans and as directed by the Engineer. This work shall conform to applicable sections of the Standard Specifications and the Standard Specifications for Water and Sewer Main Construction in Illinois (Current Edition) and the Village Standard details.

The following pipe types are acceptable for use as STORM SEWERS, DUCTILE IRON, of the diameter specified:

- Ductile Iron pipe (Class 50) conforming to ANSI/AWWA C151/A.21.51 with joints conforming to ANSI/AWWA C111/A.21.11. Ductile shall be encased in polyethylene encasement in accordance with ANSI/AWWA C105/A21.5.

Connections to existing sewer pipe shall be made with Non-Shear couplings, Fernco Strongback RC Series or equal. The couplings shall be equipped with stainless steel bands.

Measurement and Payment. This work shall be measured and paid for at the contract unit price per lineal foot for STORM SEWERS, DUCTILE IRON, of the diameter specified of the type and diameter specified, which price shall include all labor; excavation; materials, including pipe, structure and pipe connections, fittings and bedding; backfilling, compacting and removal of spoils; dewatering; and equipment necessary to complete the work as specified herein.

Placement and compaction of TRENCH BACKFILL, SPECIAL shall be paid for separately.

STORM SEWERS, PVC

Description. This work shall include installation of PVC storm sewers at locations shown on the plans and as directed by the Engineer. This work shall conform to applicable sections of the Standard Specifications and the Standard Specifications for Water and Sewer Main Construction in Illinois (Current Edition) and the Village Standard details.

The following pipe types are acceptable for use as STORM SEWERS, PVC, of the diameter specified:

- PVC storm sewer shall be SDR 26 polyvinyl chloride (PVC) pipe conforming to ASTM D-2241 with joints conforming to ASTM D-3212 or D-2855.

The following pipe types are acceptable for use as STORM SEWERS, PVC (C900), of the diameter specified:

- PVC pressure pipe and fabricated fittings (water main quality) in accordance with AWWA C-900 for sizes 4"-12" or AWWA C-905 for sizes 14"-48". PVC pipe joints shall be flexible elastomeric seals per ASTM D-3139 and F-477.

The storm sewers shall be handled in such a manner as to prevent damage to the pipe or joint/gasket. Accidental damage to the pipe or joint/gasket shall be repaired to the satisfaction of the ENGINEER, or be removed from the job, and the methods of handling shall be corrected to prevent further damage when called to the attention of the CONTRACTOR.

The pipe shall be inspected by the ENGINEER for defects prior to installation. Dirt or other foreign material which might prevent a watertight seal between pipe sections shall be removed to the satisfaction of the ENGINEER prior to installation. If any pipe end or gasket has been installed with dirt or foreign material therein, it shall be removed, cleaned and reinstalled.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per lineal foot for STORM SEWERS, PVC of the diameter specified, or STORM SEWERS, PVC (C900) of the diameter specified.

TEMPORARY PATCHING (COLD PATCH)

Description. This work shall consist of constructing temporary asphalt patches as directed by the ENGINEER. The temporary patch shall be installed to a depth of at least 2", unless otherwise approved by the ENGINEER. The CONTRACTOR shall use cold patch at locations

directed by the Engineer. With approval from the ENGINEER, the contractor may elect to use Hot-Mix Asphalt in lieu of cold patch. Prior to placement the CONTRACTOR must submit to the ENGINEER a mix design for approval. The number of lifts required to place the material will be determined in the field by the ENGINEER. All work shall be performed in accordance with Section 355 or 406 of the Standard Specifications.

TEMPORARY PATCHING shall be placed at locations directed by the ENGINEER, as needed to provide vehicular and pedestrian access for roads, driveways, sidewalks, etc.

This work shall include removal of any temporary stone as necessary to place the temporary pavement patch. The cost to remove the temporary patch shall be included in the cost of the permanent pavement.

The existing pavement shall be saw cut prior to the installation of the patch.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square yard for TEMPORARY PATCHING (COLD PATCH).

TEMPORARY STONE

Description. This work shall consist of furnishing, placing, compacting, maintaining, relocating and disposing of temporary stone for the purposes of maintaining vehicular/pedestrian access, property access and general safety throughout the site, as directed by the Engineer. TEMPORARY STONE shall be utilized to provide temporary access to driveways, sidewalks/curb ramps and roadways and shall be utilized to backfill all trenches and excavations at the end of each business day, in accordance with the Special Provision for PUBLIC CONVENIENCE AND SAFETY and as directed by the Engineer.

TEMPORARY STONE shall be constructed of aggregate in accordance with the applicable portions of Section 351 of the Standard Specifications and to the dimensions determined by the Engineer. The coarse aggregate shall be crushed stone or crushed gravel, gradation CA-6. HMA grindings shall also be acceptable.

Recycled CA-6 will be allowed for use as TEMPORARY STONE, but will not be allowed for use under curb and gutter, sidewalks, driveways, etc.

TEMPORARY STONE may not be reused as TRENCH BACKFILL, SPECIAL without the prior approval of the Engineer.

Construction. This work shall be maintained and kept in a satisfactory condition. Any deficiencies will be reported to the Contractor by the Engineer and shall be restored to satisfactory condition within 1 hour. If the access and/or condition is not made satisfactory within the 1 hour, the Village will charge liquidated damages in the amount of \$300.00 per hour (minimum charge of two hours plus materials) from the time of initial notice until the correction is accepted.

Basis of Payment. This work will be paid for at the contract lump sum price for TEMPORARY STONE, which price shall be payment in full for furnishing, transporting, placing, maintaining

and removing, reusing or disposing of the aggregate, as herein specified and as directed by the Engineer. The allowable lump sum bid price for shall be limited to a maximum of **two percent (2%)** of the total contract amount. Any bids exceeding this amount may be rejected at the discretion of the Village.

TREES

Description: This work shall consist of furnishing and installing trees in accordance with Section 253 of the Standard Specifications and ANSIZ133.1. The Village and/or Park District will designate the location and type of tree to be installed.

All trees shall be 3" caliper, balled, burlapped, transported, planted, mulched and receive one watering. Trees shall not be planted in locations that will interfere with existing or proposed utilities, and aerial utility lines.

Codes and Reference Standards: All materials shall conform to the standards adopted by the American Association of Nurserymen.

Scheduling: Fall planting shall be performed from the time the plant becomes dormant until the ground cannot be satisfactorily worked except that evergreen planting shall be performed between September 1 and November 1.

Shredded Hardwood Bark Mulch: Shredded hardwood bark mulch shall be free of harmful chemicals, diseases, and insects. Mulch shall have a minimum 1/8 inch dimension and a maximum length of 2-1/2".

Surface Conditions: Apply a total non-plant selective herbicide to the outline of all mass planting beds. Follow manufactures instructions for use and applications. Herbicide to be applied by a licensed applicator. Sod stripping, if necessary, shall be included. After herbicide manufacture recommendations for sufficient time to perform removes existing turf and vegetation debris. Dispose of offsite.

Excavation of Plant Holes:

Shape: The sides of all plant holes shall be sloped and the bottoms horizontal.

Size: Tree excavations shall be the ball depth by the ball diameter plus 24 inches. Shrub excavations shall be dug to the depth of the root ball and the ball diameter plus 18 inches. Ground cover shall be a minimum diameter and depth of the container plus 8 inches.

All excess excavated material shall be removed from the site, become property of the Contractor, or dumped at a legal offsite location. Removal and disposal of any roots encountered during excavation of the plant hole shall be considered incidental to this item.

Planting: Remove all rocks and debris over 1" in diameter from top 3" of planting beds. Remove top two inches of existing soil from entire surface of mass planting beds. Apply a 3" layer of Mushroom compost over entire surface of mass planting beds. Prepared backfill shall consist of a mixture of top soil and peat moss at a ratio of 1 cubic yard soil, 3 cubic feet of peat moss. Prepared backfill soil shall be in a loose friable

condition at the time of planting. All plants shall be placed in a plumb position and set at the same depth and orientation as they grew in the nursery field. Tamping or watering shall accompany the backfilling operation to eliminate air pockets.

Balled and Burlapped Plants: After the plant is placed in the hole, all cords and burlap shall be cut away from the trunk and the burlap and any wire baskets removed from the top of the ball.

Watering: Within two hours after the tree has been placed, tree shall be substantially watered.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for TREES which includes excavation, disposal of excavated material, staking and ties, tree wrap, furnishing and placing mulch and all incidental work herein specified.

UNDERDRAIN CLEANOUT

Description. This work shall be done in accordance with Section 601 of the Standard Specifications, these Special Provisions, and the Detail in the Plans; and shall consist of installing pipe drain cleanouts at the locations shown in the plans or as determined by the Engineer at the time of construction. Fittings shall be solvent welded. The installation of a pipe drain cleanout shall include all excavation; and providing, placing, and compacting granular trench backfill material. The cleanouts in the proposed Springdale Park field shall have closed caps. Contractor shall submit shop drawings prior to ordering material.

This item is intended for use as maintenance access for the underdrain system.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per EACH for UNDERDRAIN CLEANOUT which price shall include a connection to the pipe drain, including all backfill (Trench Backfill as necessary), fittings, caps, and all connections.

WATER SERVICE – FURNISHING 6-MONTH WATER FILTER

Description: This work shall consist of furnishing and providing a 6-month water filter to the property owner after the replacement of any lead water service line (full or partial), in accordance with the current Illinois Environmental Protection Agency (IEPA) regulations and Federal Laws.

Materials: The water filter provided shall be certified to meet NSF/ANSI Standard 53 for lead reduction and shall be capable of filtering lead from drinking water for a minimum of 6 months. The Contractor shall submit the proposed filter and corresponding specifications to the Engineer for approval prior to ordering.

Construction Requirements:

1. Delivery and Installation:

- The Contractor shall deliver the water filter to the property owner no later than the day of completing the lead service line replacement. If the structure is multi-unit, each unit/tenant shall be issued a filter.
- The Contractor shall provide instructions for the installation and maintenance of the water filter to the property owner.

2. Documentation:

- The Contractor shall provide documentation to the Engineer confirming the delivery of the water filter to the property owner or providing the Engineer with the filter to be delivered on the Contractors behalf.
- The documentation shall include the make and model of the water filter, quantity of filters provided, certification of compliance with NSF/ANSI Standard 53, and the date of delivery.

Method of Measurement: This work will be measured for payment as EACH water filter furnished and delivered to the property owner (or tenant for multi-unit buildings).

Basis of Payment: This work will be paid for at the contract unit price per EACH WATER SERVICE – FURNISHING 6-MONTH WATER FILTER, which price shall include all materials, labor, equipment, and documentation required to complete the work as specified.

WATER SERVICE (LEAD) – INTERIOR RESTORATION

Description. This work consists of the interior restoration of buildings to repair any damages caused by the lead water service replacement work.

General. Interior restoration shall include removal, disposal, and replacement of structural components of the flooring and/or walls as well as restoration of flooring materials, drywall, trim, paint, etc. The interior of each building shall be restored to preconstruction conditions or better. Contractor shall be responsible for documenting the pre-project condition of each building. This work will be performed in accordance with the special provision for VIDEOTAPING (INTERIOR AND EXTERIOR) and shall be included in the cost of this item.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per each building/residence as WATER SERVICE (LEAD) – INTERIOR RESTORATION, which payment shall be full compensation for all labor, materials and equipment necessary to completely restore the interior of buildings with interior lead service replacement work to preconstruction conditions or better as specified.

VIDEOTAPING (INTERIOR AND EXTERIOR)

Description. The Contractor shall prepare preconstruction and post-construction video documentation of all home interior and exterior features that will be affected by lead water service replacements.

Video Requirements. Video camera recorders shall be HD format equipment. Preconstruction and post-construction video documentation shall consist of a series of high-resolution color audio-video tapes. All pertinent exterior features within the

construction's zone of influence shall be shown in sufficient detail to document their preconstruction and post-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, landscape retaining walls, buildings, landscaping trees, shrubbery, fences, light posts, etc. View orientation shall be maintained by audio commentary on the audio track of each video to help explain what is being viewed. The Contractor will be held liable for any damages that are not shown on the pre-construction video.

For interior videotaping, the Contractor shall document all areas affected by the proposed work including existing foundation or slab cracks, or other existing damage. Video shall also be obtained following restoration of the building interior.

Deliverable. The Contractor shall provide two thumb drives each of the preconstruction and post-construction videos to the Engineer. Any video(s) that is/are deemed incomplete (or of poor quality) by the Engineer shall be corrected by the Contractor.

Basis for Payment. This work shall not be paid for separately, but shall be included in the cost of WATER SERVICE (LEAD) – INTERIOR RESTORATION.

WATER SERVICE REPLACEMENT – ASBESTOS ABATEMENT

Description. This work shall consist of removing and disposing friable and non-friable asbestos within the limits of the water service replacement and shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), Illinois Department of Health (IDPH), Cook County Department of Environment and Sustainability and the Occupational Safety and Health Administration (OSHA).

The work shall be performed by a Contractor or subcontractor prequalified with the Illinois Capital Development Board.

Asbestos abatement is anticipated to be limited to 3 square feet or less. All permitting and necessary air testing required in accordance with local and state agency requirements shall be included in the cost of this item. The Village shall be notified in advance of any abatement work anticipated to exceed 3 square feet.

Method of Measurement and Basis of Payment. The removal, disposal and/or abatement of asbestos material encountered and disturbed during lead service line replacement work, and all required testing and permitting, shall be paid for in accordance with the special provision for MISCELLANEOUS ADDITIONS TO THE PROJECT AT THE VILLAGE'S DISCRETION.

WATER SERVICE REPLACEMENT (PRIVATE) – LEAD SERVICE REPLACEMENT

Description. This work shall consist of the replacement of lead water services on the private side of the curb stop as designed herein.

General. Where existing lead services are encountered on private property, exterior private water services shall be completely replaced regardless of whether the existing service is

located in the front yard or side yard. For any property where an existing private lead water service is encountered, the service shall be replaced as follows:

- Where the water meter is located inside the house, the private service shall be replaced from the b-box to the existing shut-off valve or 18-inches inside of the house. If there is no shut-off valve, the Contractor shall install a valve that meets the requirements of the current Illinois Plumbing Code. Water meters shall not be replaced.
- Where the water meter is located outside the house, the lead service shall be replaced from the b-box, thru the meter, to the nearest interior shut off valve or 18 inches inside of the house, whichever is closer. If there is no shut-off valve, the contractor shall install a valve that meets the requirements of current Illinois Plumbing Code. The water meter shall not be replaced.

Construction Requirements. All work shall be performed in accordance with ANSI/AWWA Standard C810-17, Replacement and Flushing of Lead Service Lines and the Illinois Plumbing Code.

The Contractor shall install the water service pipe to the water meter by method of trenchless installation. The water service shall be one continuous length. The use of couplings, joints, etc. will not be allowed. If the Contractor plans on using the pipe pulling method, he/she shall have a horizontal directional drill on site in the event the pipe pulling method is unsuccessful. Upon approval of the Engineer, the Contractor may install the water service pipe in an open trench. If an open trench is utilized, the trench shall be backfilled with excavated material. The excavated material shall be compacted in 12-inch lifts to the satisfaction of the Engineer.

The water service material shall be 1-inch diameter Type K copper. Splicing of the water service pipe will not be permitted.

Coring of concrete floor slabs and foundation walls shall comply with the following:

Coring of Concrete Floor Slabs

For buildings without basements, the Contractor shall core drill the concrete floor slab to allow for penetration of the water service pipe. The use of breakers or concrete saws to cut through the floor slab will not be allowed. The Contractor shall exercise caution to prevent damage to the floor slab caused by the coring operation. After all work is completed, the cored hole shall be completely sealed with hydraulic cement to prevent water infiltration. The hydraulic cement shall be a high-quality, engineer approved material.

Coring of Foundation Walls

For houses with basements, the service will be installed through the foundation/basement wall in lieu of the basement floor unless otherwise directed by the Engineer. The Contractor will be allowed to core drill through the basement wall as part of the same trenchless installation operation of the private service. If the Contractor is unable to perform this task, either by lack of satisfactory performance (as determined by the Village) or existing condition limitations, the service will be installed through the basement wall as follows:

An exterior pit shall be hand excavated. Hydro excavation will not be allowed. The Contractor shall core drill the existing foundation wall to allow for the penetration of the water service pipe.

The interior and exterior of the cored hole shall be completely sealed with hydraulic cement to prevent water infiltration. The hydraulic cement shall be a high-quality, engineer approved material. If the cored hole is exposed on the outside of the building, a coating of roof cement shall be added to the exterior of the foundation wall and should completely coat the seams of the cored hole. The Contractor shall exercise caution to prevent damage to the foundation caused by the coring operation. Upon completion of all work, the exterior pit shall be backfilled with excavated material compacted in 12-inch lifts.

The existing water meter shall remain and shall not be removed. All material necessary to connect the new water service to the existing plumbing shall be provided and installed by the Contractor's licensed plumber. All interior water service pipe material shall be type "L" copper pipe; 1-inch diameter on the upstream side of the meter; ¾-inch size (or match existing) on the downstream side of the meter, as necessary. The Contractor is responsible for any modifications to the interior plumbing necessary to install the new water service.

The Contractor shall be responsible for removing and properly disposing of any debris generated by the work on the interior and exterior of the home, including any obsolete lead plumbing material generated by the internal plumbing work. If it is necessary to move fixtures to complete the work, they shall be placed in their original location after completion of the work.

This work shall also include abandoning the exterior lead water service. The lead water service line shall be cut, capped, and abandoned in place

Restoration. All landscape and hardscape removal and restoration shall be included in this item. This shall include, but not be limited to, removal and replacement of existing decks, sidewalks, patios, decorative landscaping, grassed areas, walkways, trees, bushes etc., required to install the private water service. No separate payment shall be allowed for these items and the Village's intent is to minimize private property impacts through the use of trenchless installations. All private property shall be restored to pre-construction conditions or better. All grassed areas shall be restored with a minimum of 4" of topsoil and sodding, unless otherwise directed by the Engineer. Sodding shall be completed as specified for PARKWAY RESTORATION – SODDING, except that the work shall be included in the cost of WATER SERVICE REPLACEMENT (PRIVATE) – LEAD SERVICE REPLACEMENT and will not be paid for separately.

The private water layout shall be approved by the Engineer prior to installation. The bid price for this item shall include the cost of all work to be done on private property for each private water service.

The public portion of the water service (i.e. portion located within the public ROW) shall be installed and paid for in accordance with the special provision for WATER SERVICE REPLACEMENT, SHORT SIDE or WATER SERVICE REPLACEMENT, LONG SIDE.

Basis of Payment. This work shall be measured and paid for at the contract unit price per foot for WATER SERVICE REPLACEMENT (PRIVATE) – LEAD SERVICE REPLACEMENT.

WATER SERVICE REPLACEMENT, LONG SIDE
WATER SERVICE REPLACEMENT, SHORT SIDE

Description. This work shall consist of the complete removal or abandonment of existing water service to the right-of-way line and replacing and reconnecting a new copper water service to the existing or proposed water main, as shown on the plans and as directed by the Engineer.

This work shall be completed in accordance with Section 562 of the Standard Specifications, Section 41-2.11 of the Water and Sewer Specifications and applicable Village Standard details and include the installation of a new service line from the water main to a new water service box near the right-of-way line. In the case where an existing water meter/meter pit exists for a property, the new water service box shall be installed between the meter pit and new main, as close to the meter pit as possible.

The work shall include the removal of all existing service boxes and reconnection of the existing services line to the new service line near the right-of-way line. In the case where an existing water meter/meter pit exists for a property, the new water service shall connect to the existing service at the existing meter pit. The Contractor shall provide the fittings necessary to connect new service boxes to the existing lines, regardless of the material composition of existing service lines which may include copper, galvanized iron, or other materials.

Construction Requirements. Copper pipe shall be copper water tube, Type K, soft temper, for underground service conforming to ASTM 8-88 and B-251. The pipe shall be marked with manufacturer's name or trademark and a mark indicative of the type of pipe. The outside diameter of the pipe and minimum weight per foot of the pipe shall not be less than that listed in ASTM B-251, Table 11.

New water services shall be Type K copper lines and shall match the existing service size, except that the minimum size installed shall be 1"-diameter unless otherwise directed by the Village. The Contractor shall be responsible for verifying the size of the existing service prior to the installation of its replacement.

All new service lines shall be directional bored beneath the existing pavement, curb and gutter, and sidewalk unless otherwise allowed by the Engineer.

No splices shall be installed between the corporation stop and the water service box.

All work shall be in accordance with the details on the plans and applicable Village Standard details. Service connections to the proposed water main shall be made individually and in as

short of time as possible after testing and disinfection. No water customer shall be without water in excess of two (2) hours and shall be notified prior to disconnecting service.

All service boxes will be replaced. All new curb stops and service boxes shall be located in the parkway out of driveways and sidewalks and approximately at the right-of-way line. In the case where an existing water meter/meter pit exists for a property, the new curb stop and service box shall be installed between the meter pit and new main, as close to the meter pit as possible. Location of the curb stop and service box shall be approved by the Engineer prior to starting work on the service replacement. The service box shall be installed over the curb stop and held in a truly vertical position until sufficient backfill has been placed to ensure permanent vertical alignment of the box. The top of the box shall be adjusted and set flush with the established ground surface grade.

The installation of the new curb stops and service boxes, and the removal and disposal of the existing curb stops and services boxes will not be paid for separately but shall be included in WATER SERVICE REPLACEMENT.

All water service replacements larger than three (3) inches in diameter shall be paid for as DUCTILE IRON WATER MAIN of the size required.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price each for WATER SERVICE REPLACEMENT, SHORT SIDE and WATER SERVICE REPLACEMENT, LONG SIDE, of the size range noted, which payment shall be full compensation for all work, including disconnecting the existing water service, abandonment or removal of the existing water service as directed by the Engineer, removal and disposal of existing water service boxes and curb stops, tapping the water main, corporation stop, service box, curb stop, copper water service line, connection to the existing water service, bushings, unions, or other fittings to disconnect existing services from the water main to be abandoned, and to reconnect them to the proposed water main. The work shall also include all required excavation and backfill (including Trench Backfill) in accordance with the plans. The work for all other restoration including driveway, sidewalk, curb and gutter, and seeding as shown on the plans shall be paid for separately.

Pay limits for removal and replacement of water services shall extend from the water main to the new service box. Any work required beyond these pay limits due to damage or breakage caused by the Contractor shall be repaired at the Contractor's sole cost.

FRICTION AGGREGATE (D-1)

Effective: January 1, 2011

Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}

Use	Mixture	Aggregates Allowed	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} :	
		Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

Use	Mixture	Aggregates Allowed	
		75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D-1)

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

"(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20

Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Supplemental Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent.”

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item	Article/Section
(g)Performance Graded Asphalt Binder (Note 6)	1032
(h)Fibers (Note 2)	

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification

by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein..”

Revise table in Article 1030.05(a) of the Standard Specifications to read:

“MIXTURE COMPOSITION (% PASSING) ^{1/}												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	45	60 ^{6/}	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4.0	6.0	4.0	6.5	7.0	9.0 ^{3/}
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing.”

Revise Article 1030.05(b) of the Standard Specifications to read:

- (b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 ^{1/}		18.5			
SMA-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760 .

- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Add after third sentence of Article 1030.09(b) to read:

“If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V _D , P, T _B , 3W, O _T , O _B	V _S , T _B , T _F , O _T	As specified in Section 1030
IL-4.75 and SMA ^{3/ 4/}	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G_{mb} .”

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

“A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document “Hot-Mix Asphalt Mixture Design Verification Procedure” Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production.”

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)

Effective: January 1, 2019

Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

“ During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing	
Mixture	Hamburg Wheel and I-FIT Testing ^{1/ 2/}
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing ^{1/ 2/}

Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

"Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or

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binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- “(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) 1030
- “(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)”

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Revise Article 603.07 of the Standard Specifications to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (a) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting $\pm$ 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03.”

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Christopher B. Burke Engineering, Ltd.

Village of Western Springs

Western Springs Park District

MWRD

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
☐	Cores
☒	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

TAB 2
PREVAILING WAGES

Cook County Prevailing Wage Rates posted on 1/15/2025

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION ELECTRICIAN	All	BLD		49.86	54.85	1.5	1.5	2.0	2.0	15.60	14.43	1.25	1.22	0.15	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		62.10	68.14	1.5	1.5	2.0	2.0	13.08	20.88	0.00	3.32	0.00	18.64	37.28
ELECTRIC PWR GRNDMAN	All	ALL		48.44	68.14	1.5	1.5	2.0	2.0	10.20	16.29	0.00	2.60	0.00	14.55	29.09
ELECTRIC PWR LINEMAN	All	ALL		62.10	68.14	1.5	1.5	2.0	2.0	13.08	20.88	0.00	3.32	0.00	18.64	37.28
ELECTRICIAN	All	ALL		55.55	61.11	1.5	1.5	2.0	2.0	19.06	20.61	1.50	1.78	0.40	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	All	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00

Cook County Prevailing Wage Rates posted on 1/15/2025

OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	1	69.35	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	2	67.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	3	63.35	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	4	58.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	5	70.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	6	58.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	59.68	1.5	1.5	1.5	2.0	15.76	16.19	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.00	53.00	1.5	1.5	2.0	2.0	17.81	21.22	0.00	1.15		0.00	0.00
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		53.05	57.29	1.5	1.5	2.0	2.0	14.88	28.65	0.00	1.15	0.00	0.00	0.00

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SIGN HANGER	All	BLD		36.72	39.66	1.5	1.5	2.0	2.0	7.45	4.70	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	43.45		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	43.70		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	43.90		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	44.10		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	43.43		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25		0.00	0.00
TRUCK DRIVER	W	ALL	2	43.58		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	43.78		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	43.98		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Cook County Prevailing Wage Rates posted on 1/15/2025

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

Cook County Prevailing Wage Rates posted on 1/15/2025

education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Cook County Prevailing Wage Rates posted on 1/15/2025

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

Cook County Prevailing Wage Rates posted on 1/15/2025

Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

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Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch

Cook County Prevailing Wage Rates posted on 1/15/2025

trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

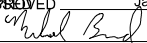
MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

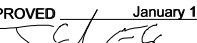
Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

TAB 3
IDOT STANDARD DETAILS

ABV	ABOVE	CU YD	CUBIC YARD	HATCH	HATCHING	PM	PAVEMENT MARKING	STD	STANDARD
A/C	ACCESS CONTROL	CULV	CULVERT	HD	HEAD	PED	PEDESTAL	SBI	STATE BOND ISSUE
AC	ACRE	C&G	CURB & GUTTER	HDW	HEADWALL	PNT	POINT	SR	STATE ROUTE
ADJ	ADJUST	D	DEGREE OF CURVE	HDUTY	HEAVY DUTY	PC	POINT OF CURVATURE	STA	STATION
AS	AERIAL SURVEYS	DC	DEPRESSED CURVE	ha	HECTARE	PI	POINT OF INTERSECTION OF HORIZONTAL CURVE	SPBGR	STEEL PLATE BEAM GUARDRAIL
AGG	AGGREGATE	DET	DETECTOR	HMA	HOT MIX ASPHALT			SS	STORM SEWER
AH	AHEAD	DIA	DIAMETER	HWY	HIGHWAY	PRC	POINT OF REVERSE CURVE	STY	STORY
APT	APARTMENT	DIST	DISTRICT	HORIZ	HORIZONTAL	PT	POINT OF TANGENCY	ST	STREET
ASPH	ASPHALT	DOM	DOMESTIC	HSE	HOUSE	POT	POINT ON TANGENT	STR	STRUCTURE
AUX	AUXILIARY	DBL	DOUBLE	IL	ILLINOIS	POLYETH	POLYETHYLENE	e	SUPERELEVATION RATE
AGS	AUXILIARY GAS VALVE (SERVICE)	DSEL	DOWNSTREAM ELEVATION	IMP	IMPROVEMENT	PCC	PORTLAND CEMENT CONCRETE	S.E. RUN.	SUPERELEVATION RUNOFF LENGTH
AVE	AVENUE	DSFL	DOWNSTREAM FLOWLINE	IN DIA	INCH DIAMETER	PP	POWER POLE OR PRINCIPAL POINT	SURF	SURFACE
AX	AXIS OF ROTATION	DR	DRAINAGE OR DRIVE	INL	INLET	PRM	PRIME	SMK	SURVEY MARKER
BK	BACK	DI	DRAINAGE INLET OR DROP INLET	INST	INSTALLATION	PE	PRIVATE ENTRANCE	T	TANGENT DISTANCE
B-B	BACK TO BACK	DRV	DRIVEWAY	IDS	INTERSECTION DESIGN STUDY	PROF	PROFILE	T.R.	TANGENT RUNOUT DISTANCE
BKPL	BACKPLATE	DCT	DUCT	INV	INVERT	PGL	PROFILE GRADELINE	TEL	TELEPHONE
B	BARN	EA	EACH	IP	IRON PIPE	PROJ	PROJECT	TB	TELEPHONE BOX
BARR	BARRICADE	EB	EASTBOUND	IR	IRON ROD	P.C.	PROPERTY CORNER	TP	TELEPHONE POLE
BL	BASELINE	EOP	EDGE OF PAVEMENT	JT	JOINT	PL	PROPERTY LINE	TEMP	TEMPORARY
BGN	BEGIN	E-CL	EDGE TO CENTERLINE	kg	KILOGRAM	PR	PROPOSED	TBM	TEMPORARY BENCH MARK
BM	BENCHMARK	E-E	EDGE TO EDGE	km	KILOMETER	R	RADIUS or RESIDENTUAL	TD	TILE DRAIN
BIND	BINDER	ELEC	ELECRICAL	LS	LANDSCAPING	RR	RAILROAD	TBE	TO BE EXTENDED
BIT	BITUMINOUS	EL	ELEVATION	LN	LANE	RRS	RAILROAD SPIKE	TBR	TO BE REMOVED
BTM	BOTTOM	ENTR	ENTRANCE	LT	LEFT	RPS	REFERENCE POINT STAKE	TBS	TO BE SAVED
BLVD	BOULEVARD	EXC	EXCAVATION	LIDAR	LIGHT DETECTION AND RANGING	REF	REFLECTIVE	TWP	TOWNSHIP
BRK	BRICK	EX	EXISTING	LP	LIGHT POLE	RCCP	REINFORCED CONCRETE CULVERT PIPE	TR	TOWNSHIP ROAD
BBOX	BUFFALO BOX	EXPWAY	EXPRESSWAY	LGT	LIGHTING	REINF	REINFORCEMENT	TS	TRAFFIC SIGNAL
BLDG	BUILDING	E	EXTERNAL DISTANCE OF HORIZONTAL CURVE	LF	LINEAL FEET OR LINEAR FEET	REM	REMOVAL	TSCB	TRAFFIC SIGNAL CONTROL BOX
CATV	CABLE	E	OFFSET DISTANCE TO VERTICAL CURVE	L	LITER OR CURVE LENGTH	RC	REMOVE CROWN	TSC	TRAFFIC SYSTEMS CENTER
CIP	CAST IRON PIPE	F-F	FACE TO FACE	LC	LONG CHORD	REP	REPLACEMENT	TRVS	TRANSVERSE
CB	CATCH BASIN	FA	FEDERAL AID	LNG	LONGITUDINAL	REST	RESTAURANT	TRVL	TRAVEL
C-C	CENTER TO CENTER	FAI	FEDERAL AID INTERSTATE	L SUM	LUMP SUM	RESURF	RESURFACING	TRN	TURN
CL	CENTERLINE OR CLEARANCE	FAP	FEDERAL AID PRIMARY	MACH	MACHINE	RET	RETAINING	TY	TYPE
CL-E	CENTERLINE TO EDGE	FAS	FEDERAL AID SECONDARY	MB	MAIL BOX	RT	RIGHT	T-A	TYPE A
CL-F	CENTERLINE TO FACE	FAUS	FEDERAL AID URBAN SECONDARY	MH	MANHOLE	ROW	RIGHT-OF-WAY	TYP	TYPICAL
CTS	CENTERS	FP	FENCE POST	MATL	MATERIAL	RD	ROAD	UNDGND	UNDERGROUND
CERT	CERTIFIED	OPT	FIBER OPTIC	MED	MEDIAN	RDWY	ROADWAY	USGS	U.S. GEOLOGICAL SURVEY
CHSLD	CHISELED	FE	FIELD ENTRANCE	m	METER	RTE	ROUTE	USEL	UPSTREAM ELEVATION
CS	CITY STREET	FH	FIRE HYDRANT	METH	METHOD	SAN	SANITARY	USFL	UPSTREAM FLOWLINE
CP	CLAY PIPE	FL	FLOW LINE	M	MID-ORDINATE	SANS	SANITARY SEWER	UTIL	UTILITY
CLSD	CLOSED	FB	FOOT BRIDGE	mm	MILLIMETER	SEC	SECTION	VBOX	VALVE BOX
CLID	CLOSED LID	FDN	FOUNDATION	mm DIA	MILLIMETER DIAMETER	SEED	SEEDING	VV	VALVE VAULT
CT	COAT OR COURT	FR	FRAME	MIX	MIXTURE	SHAP	SHAPING	VLT	VAULT
COMB	COMBINATION	F&G	FRAME & GRATE	MBH	MOBILE HOME	S	SHED	VEH	VEHICLE
C	COMMERCIAL BUILDING	FRWAY	FREEWAY	MOD	MODIFIED	SH	SHEET	VP	VENT PIPE
CE	COMMERCIAL ENTRANCE	GAL	GALLON	MFT	MOTOR FUEL TAX	SHLD	SHOULDER	VERT	VERTICAL
CONC	CONCRETE	GALV	GALVANIZED	N & BC	NAIL & BOTTLE CAP	SW	SIDEWALK OR SOUTHWEST	VC	VERTICAL CURVE
CONST	CONSTRUCT	G	GARAGE	N & C	NAIL & CAP	SIG	SIGNAL	VPC	VERTICAL POINT OF CURVATURE
CONTD	CONTINUED	GM	GAS METER	N & W	NAIL & WASHER	SOD	SODDING	VPI	VERTICAL POINT OF INTERSECTION
CONT	CONTINUOUS	GV	GAS VALVE	NC	NORMAL CROWN	SM	SOLID MEDIAN	VPT	VERTICAL POINT OF TANGENCY
COR	CORNER	GIS	GEOGRAPHICAL INFORMATION SYSTEM	NB	NORTHBOUND	SB	SOUTHBOUND	WM	WATER METER
CORR	CORRUGATED	GRAN	GRANULAR	NE	NORTHEAST	SE	SOUTHEAST	WV	WATER VALVE
CMP	CORRUGATED METAL PIPE	GR	GRATE	NW	NORTHWEST	SPL	SPECIAL	WMAIN	WATER MAIN
CNTY	COUNTY	GRVL	GRAVEL	O/S	OFFSET	SD	SPECIAL DITCH	WB	WESTBOUND
CH	COUNTY HIGHWAY	GND	GROUND	O&C	OIL AND CHIP	SQ FT	SQUARE FEET	WILDFL	WILDFLOWERS
CSE	COURSE	GUT	GUTTER	OLID	OPEN LID	m ²	SQUARE METER	W	WITH
XSECT	CROSS SECTION	GP	GUY POLE	PAT	PATTERN	mm ²	SQUARE MILLIMETER	WO	WITHOUT
m ³	CUBIC METER	GW	GUY WIRE	PVD	PAVED	SQ YD	SQUARE YARD		
mm ³	CUBIC MILLIMETER	HH	HANDHOLE	PVMT	PAVEMENT	STB	STABILIZED		

 Illinois Department of Transportation

APPROVED January 1, 2021

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2021

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS	STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS (Sheet 1 of 9)
1-1-21	Updated fonts, abbreviations, and symbols.	
1-1-19	Added new symbols.	STANDARD 000001-08

ADJUSTMENT ITEMS			EX	PR
Structure To Be Adjusted				ADJ
Structure To Be Cleaned				C
Main Structure To Be Filled				FM
Structure To Be Filled				F
Structure To Be Filled Special				FSP
Structure To Be Removed				R
Structure To Be Reconstructed				REC
Structure To Be Reconstructed Special				RSP
Frame and Grate To Be Adjusted				A
Frame and Lid To Be Adjusted				A
Domestic Service Box To Be Adjusted				A
Valve Vault To Be Adjusted				A
Special Adjustment				SP
Item To Be Abandoned				AB
Item To Be Moved				M
Item To Be Relocated				REL
Pavement Removal and Replacement				
ALIGNMENT ITEMS			EX	PR
Baseline				
Centerline				
Centerline Break Circle				
Baseline Symbol				
Centerline Symbol				
PI Indicator				
Point Indicator				
Horizontal Curve Data (Half Size)			EX. CURVE P.I. STA= Δ= D= R= T= L= E= e= T.R.= S.E. RUN= P.C. STA= P.T. STA=	CURVE P.I. STA= Δ= D= R= T= L= E= e= T.R.= S.E. RUN= P.C. STA= P.T. STA=
BOUNDARIES ITEMS			EX	PR
Dashed Property Line				
Solid Property/Lot Line				
Section/Grant Line				
Quarter Section Line				
Quarter/Quarter Section Line				
County/Township Line				
State Line				
Chiseled Square Found				
Iron Pipe Found				
Iron Pipe Set				
Survey Marker				
Property Line Symbol				
Same Ownership Symbol (Half Size)				
Northwest Quarter Corner (Half Size)				
Section Corner (Half Size)				
Southeast Quarter Corner (Half Size)				
DRAINAGE ITEMS			EX	PR
Channel or Stream Line				
Culvert Line				
Grading & Shaping Ditches				
Drainage Boundary Line				
Paved Ditch				
Aggregate Ditch				
Pipe Underdrain				
Storm Sewer				
Flowline				
Ditch Check				
Headwall				
Inlet				
Manhole				
Summit				
Roadway Ditch Flow				
Swale				
Catch Basin				
Culvert End Section				
Water Surface Indicator				
Riprap				
HYDRAULICS ITEMS			EX	PR
Overflow				
Sheet Flow				
Hydrant Outlet				
			STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS	
			STANDARD 000001-08	

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ISSUED 1-1-97

(Sheet 2 of 9)

EROSION & SEDIMENT CONTROL ITEMS			NON-HIGHWAY IMPROVEMENT ITEMS			EXISTING LANDSCAPING ITEMS (contd.)		
	EX	PR		EX	PR		EX	PR
Cleaning & Grading Limits			Noise Attn./Levee			Seeding Class 5		
Dike			Field Line			Seeding Class 7		
Erosion Control Fence			Fence			Seedlings Type 1		
Perimeter Erosion Barrier			Base of Levee			Seedlings Type 2		
Temporary Fence			Mailbox			Sodding		
Ditch Check Temporary			Multiple Mailboxes			Mowstake w/Sign		
Ditch Check Permanent			Pay Telephone			Tree Trunk Protection		
Inlet & Pipe Protection			Advertising Sign			Evergreen Tree		
Sediment Basin			*ITS Camera			Shade Tree		
Erosion Control Blanket			Wind Turbine					
Fabric Formed Concrete Revetment Mat			Cellular Tower					
Turf Reinforcement Mat			* Intelligent Transportation Systems					
Mulch Temporary			LANDSCAPING ITEMS	EX	PR	LIGHTING	EX	PR
Mulch Method 1			Contour Mounding Line			Duct		
Mulch Method 2 Stabilized			Fence			Conduit		
Mulch Method 3 Hydraulic			Fence Post			Electrical Aerial Cable		
			Shrubs			Electrical Buried Cable		
			Mowline			Controller		
			Perennial Plants			Underpass Luminaire		
			Seeding Class 2			Power Pole		
			Seeding Class 2A					
			Seeding Class 4					
			Seeding Class 4 & 5 Combined					
CONTOUR ITEMS								
Approx. Index Line	EX	PR						
Approx. Intermediate Line								
Index Contour								
Intermediate Contour								
Illinois Department of Transportation APPROVED January 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97						STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS (Sheet 3 of 9) STANDARD 000001-08		

LIGHTING (contd.)			PAVEMENT MARKINGS		
	EX	PR		EX	PR
Pull Point			Handicap Symbol		
Handhole			RR Crossing		
Heavy Duty Handhole					
Junction Box			Raised Marker Amber 1 Way		
Light Unit Comb.			Raised Marker Amber 2 Way		
Electrical Ground			Raised Marker Crystal 1 Way		
Traffic Flow Arrow			Two Way Turn Left		
High Mast Pole (Half Size)			Shoulder Diag. Pattern		
Light Unit-1					
PAVEMENT (MISC.)					
	EX	PR			
Keyed Long. Joint			Skip-Dash White		
Keyed Long. Joint w/Tie Bars			Skip-Dash Yellow		
Sawed Long. Joint w/Tie Bars			Stop Line		
Bituminous Shoulder			Solid Line		
Bituminous Taper			Double Centerline		
Stabilized Driveway			Dotted Lines		
Widening					
Illinois Department of Transportation APPROVED January 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97			STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS (Sheet 4 of 9) STANDARD 000001-08		

PAVEMENT MARKINGS (contd.)			RAILROAD ITEMS		
EX			EX		
CL 2Ln 2Way RRPM 12.2 m (40') o.c.			PR		
CL 2Ln 2Way RRPM 80' (24.4 m) o.c.			PR		
CL Multilane Div. RRPM 40' (12.2 m) o.c.			PR		
CL Multilane Div. RRPM 80' (24.4 m) o.c.			PR		
CL Multilane Div. Dbl. RRPM 80' (24.4 m) o.c.			PR		
CL Multilane Undiv.			PR		
Two Way Turn Left Line			PR		
Urban Combination Left			PR		
Urban Combination Right			PR		
Urban Left Turn Arrow			PR		
Urban Right Turn Arrow			PR		
Urban Left Turn Only			PR		
Urban Right Turn Only			PR		
Urban Thru Only			PR		
Urban LT & RT Turn Arrow			PR		
Urban Thru Arrow			PR		
REMOVAL ITEMS			REMOVAL ITEMS		
EX			EX		
PR			PR		
Removal Tic			PR		
Bituminous Removal			PR		
Hatch Pattern			PR		
Tree Removal Single			PR		
RIGHT OF WAY ITEMS			RIGHT OF WAY ITEMS		
EX			EX		
PR			PR		
Future ROW Corner Monument			PR		
ROW Marker			PR		
ROW Line			PR		
Easement			PR		
Temporary Easement			PR		
STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS			STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS		
STANDARD 000001-08			STANDARD 000001-08		

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PAVEMENT MARKINGS
(contd.)

EX

PR

Urban U-Turn

Urban Combined U-Turn

Rural Combination Left

Rural Combination Right

Rural Left Turn Arrow

Rural Right Turn Arrow

Rural Left Turn Only

Rural Right Turn Only

Rural Thru Only

Rural Thru Arrow

Rural Lt & Rt Turn Arrow

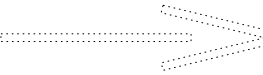
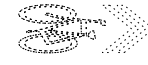
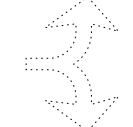
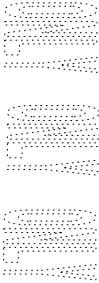
Bike Lane Symbol

Bike Lane Text

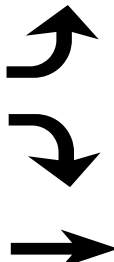
Bike Path Shared

Bike Shared Roadway

Lane Drop Symbol

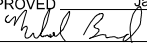


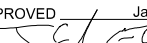
ONLY ONLY ONLY





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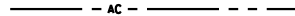
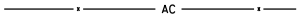
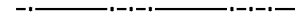
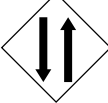
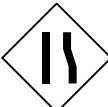
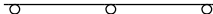
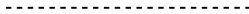
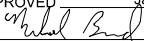
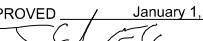
ISSUED 1-1-97

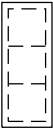
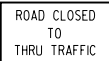
Wrong Way Arrow

STANDARD SYMBOLS,
ABBREVIATIONS,
AND PATTERNS

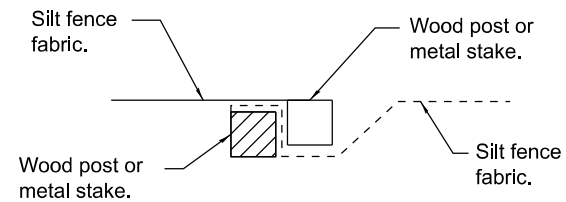
(Sheet 6 of 9)

STANDARD 000001-08

RIGHT OF WAY ITEMS (contd.)			ROADWAY PROFILES			SIGNING ITEMS (contd.)		
EX	PR		EX	PR	EX	PR	EX	PR
Access Control Line			P.I. Indicator			Reverse Left W1-4L (Half Size)		
Access Control Line & ROW			Point Indicator			Reverse Right W1-4R (Half Size)		
Access Control Line & ROW with Fence			Earthworks Balance Point			Two Way Traffic Sign W6-3 (Half Size)		
Excess ROW Line			Begin Point			Detour Ahead W20-2(O) (Half Size)		
ROADWAY PLAN ITEMS			SIGNING ITEMS			Left Lane Closed Ahead W20-5L(O) (Half Size)		
EX	PR		EX	PR	EX	PR	EX	PR
Cable Barrier			Vert. Curve Data	VPI = ELEV = L = E =	VPI = ELEV = L = E =	Right Lane Closed Ahead W20-5R(O) (Half Size)		
Concrete Barrier			Ditch Profile Left Side			Road Closed Ahead W20-3(O) (Half Size)		
Edge of Pavement			Ditch Profile Right Side			Road Construction Ahead W20-1-(O) (Half Size)		
Bit Shoulders, Medians and C&G Line			Roadway Profile Line			Single Lane Ahead (Half Size)		
Aggregate Shoulder			Storm Sewer Profile Left Side			Transition Left W4-2L (Half Size)		
Sidewalks, Driveways			Storm Sewer Profile Right Side			Transition Right W4-2R (Half Size)		
Guardrail								
Guardrail Post			Cone, Drum or Barricade					
Traffic Sign			Barricade Type II					
Corrugated Median			Barricade Type III					
Impact Attenuator			Barricade With Edge Line					
North Arrow with District Office (Half Size)			Flashing Light Sign					
Match Line		STA. 45+00	Panels I					
Slope Limit Line			Panels II					
Typical Cross-Section Line			Direction of Traffic					
			Sign Flag (Half Size)					
 Illinois Department of Transportation APPROVED January 1, 2021  ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021  ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97						STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS STANDARD 000001-08 (Sheet 7 of 9)		

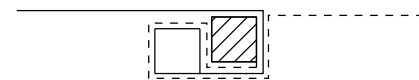
SIGNING ITEMS (contd.)		EX	PR	STRUCTURES ITEMS		EX	PR	TRAFFIC SHEET ITEMS		EX	PR
One Way Arrow Lrg. W1-6-(O) (Half Size)				Box Culvert Barrel				Cable Number			
Two Way Arrow Large W1-7-(O) (Half Size)				Box Culvert Headwall				Left Turn Green			
Detour M4-10L-(O) (Half Size)				Bridge Pier				Left Turn Yellow			
Detour M4-10R-(O) (Half Size)				Bridge				Signal Backplate			
One Way Left R6-1L (Half Size)				Retaining Wall				Signal Section 8" (200 mm)			
One Way Right R6-1R (Half Size)				Temporary Sheet Piling				Signal Section 12" (300 mm)			
Left Turn Lane R3-I100L (Half Size)								Walk/Don't Walk Letters			
Keep Left R4-7AL (Half Size)								Walk/Don't Walk Symbols			
Keep Left R4-7BL (Half Size)											
Keep Right R4-7AR (Half Size)											
Keep Right R4-7BR (Half Size)											
Stop Here On Red R10-6-AL (Half Size)											
Stop Here On Red R10-6-AR (Half Size)											
No Left Turn R3-2 (Half Size)											
No Right Turn R3-1 (Half Size)											
Road Closed R11-2 (Half Size)											
Road Closed Thru Traffic R11-2 (Half Size)											
 Illinois Department of Transportation APPROVED January 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97				STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS STANDARD 000001-08							

TRAFFIC SIGNAL ITEMS (contd.)			UNDERGROUND UTILITY ITEMS			UTILITY ITEMS (contd.)		
	EX	PR		EX	PR		EX	PR
Detector Raceway			Cable TV			Traffic Signal		
Aluminum Mast Arm			Electric Cable			Traffic Signal Control Box		
Steel Mast Arm			Fiber Optic			Water Meter		
Veh. Detector Magnetic			Gas Pipe			Water Meter Valve Box		
Conduit Splice			Oil Pipe			Profile Line		
Controller			Sanitary Sewer			Aerial Power Line		
Gulfbox Junction			Telephone Cable			VEGETATION ITEMS		
Wood Pole			Water Pipe				EX	PR
Temp. Signal Head			UTILITIES ITEMS			Deciduous Tree		
Handhole			Controller			Bush or Shrub		
Double Handhole			Double Handhole			Evergreen Tree		
Heavy Duty Handhole			Fire Hydrant			Stump		
Junction Box			GuyWire or Deadman Anchor			Orchard/Nursery Line		
Ped. Pushbutton Detector			Handhole			Vegetation Line		
Ped. Signal Head			Heavy Duty Handhole			Woods & Bush Line		
Power Pole Service			Junction Box			WATER FEATURE ITEMS		
Priority Veh. Detector			Light Pole				EX	PR
Signal Head			Manhole			Stream or Drainage Ditch		
Signal Head w/Backplate			Monitoring Well (Gasoline)			Waters Edge		
Signal Post			Pipeline Warning Sign			Water Surface Indicator		
Closed Circuit TV			Power Pole			Water Point		
Video Detector System			Power Pole with Light			Disappearing Ditch		
Illinois Department of Transportation APPROVED January 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97			Sanitary Sewer Cleanout			Marsh		
			Splice Box Above Ground			Marsh/Swamp Boundary		
			Telephone Splice Box Above Ground			STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS (Sheet 9 of 9)		
			Telephone Pole					
						STANDARD 000001-08		



Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.

STEP 1

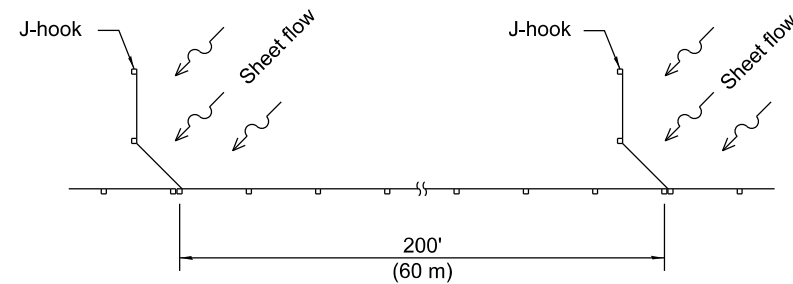


Rotate posts (stakes) together 180° clockwise and drive both posts (stakes) 18 (450) into ground.

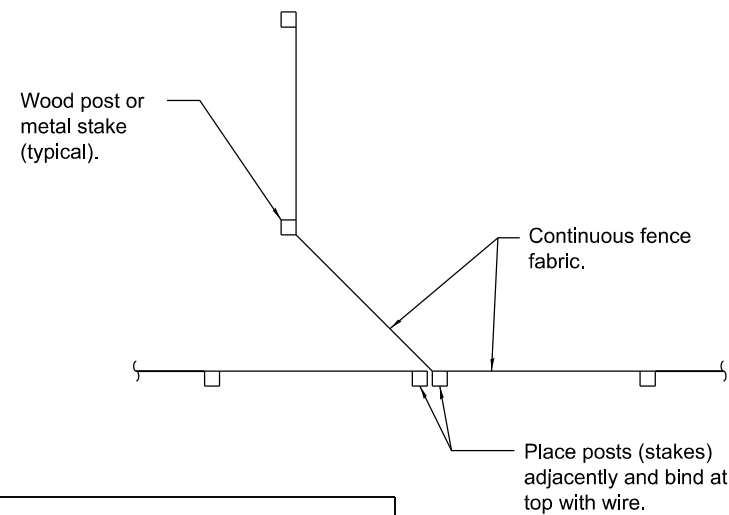
STEP 2

ATTACHING TWO SILT FILTER FENCES

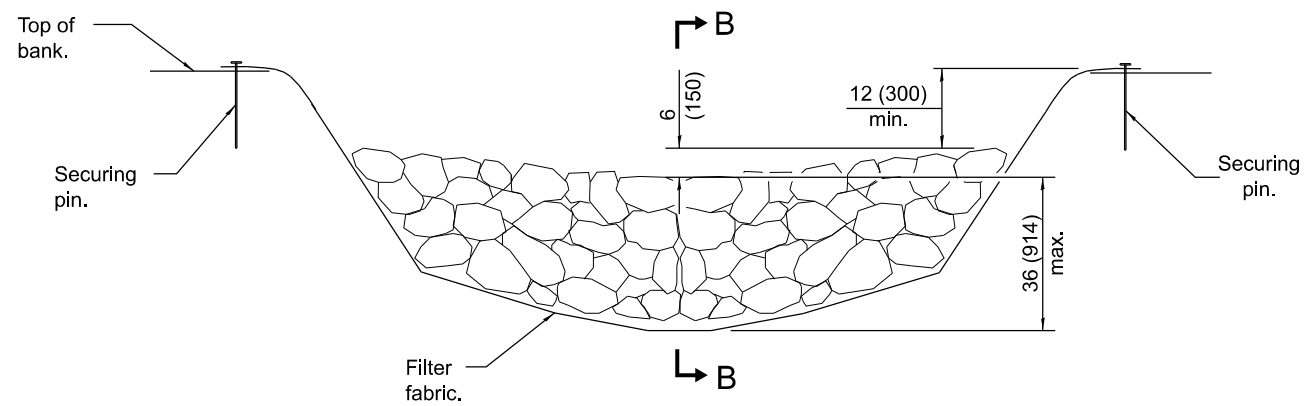
(Not applicable for J-hooks)



SILT FILTER J-HOOK PLACEMENT

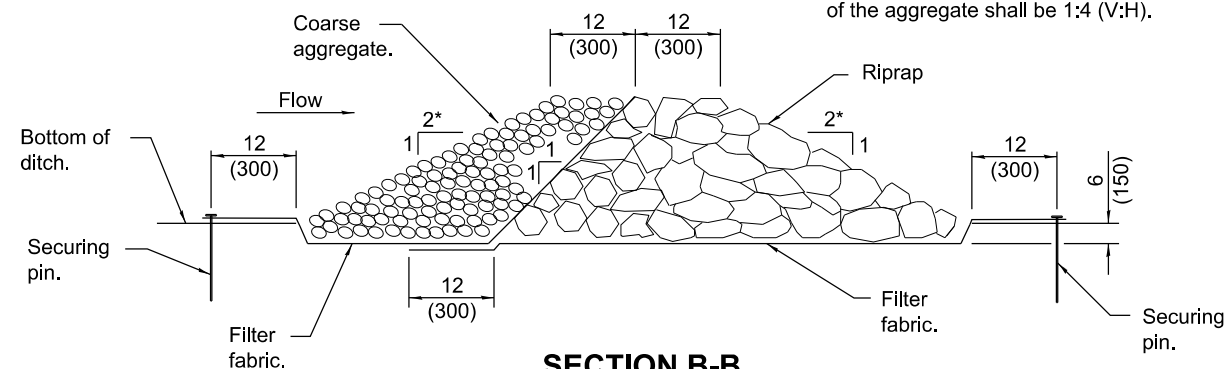


J-HOOK



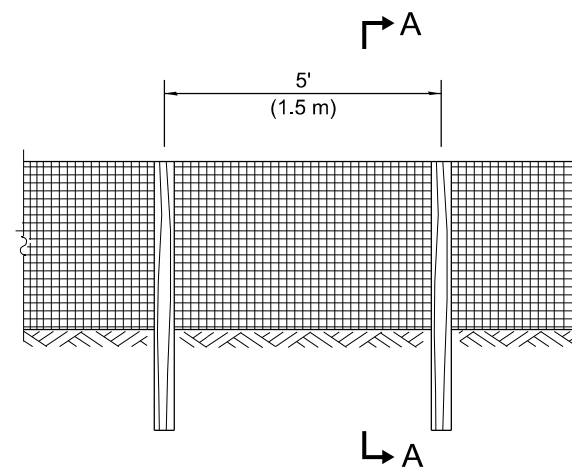
ELEVATION

* When the ditch check is within the clear zone and the road is open to traffic, the traffic approach slope of the aggregate shall be 1:4 (V:H).



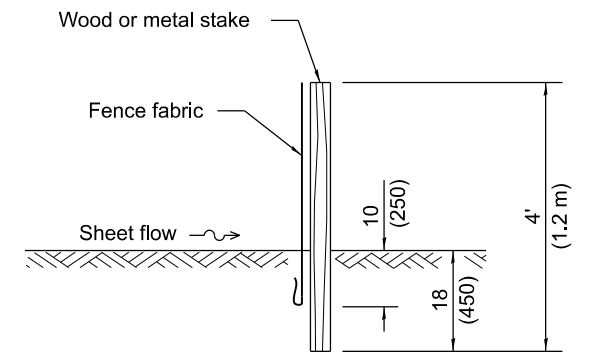
SECTION B-B

AGGREGATE DITCH CHECK

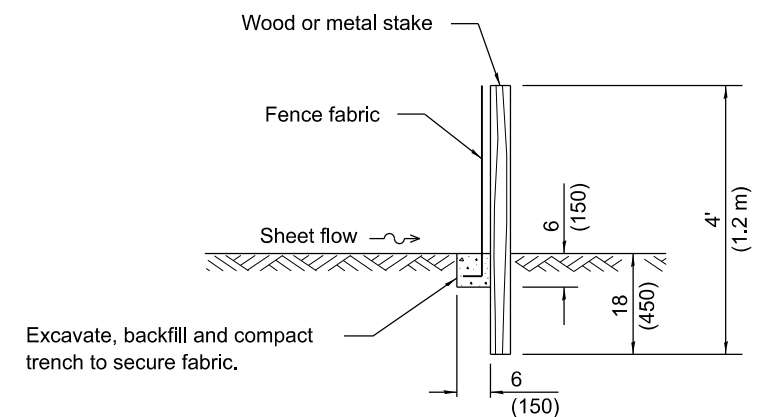


ELEVATION

SILT FILTER FENCE AS A PERIMETER EROSION BARRIER



SLICE METHOD



TRENCH METHOD

SECTION A-A

GENERAL NOTES

The installation details and dimensions shown for perimeter erosion barriers shall also apply for inlet and pipe protection.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-13	Corrected notation for flowline (f) on SEDIMENT BASIN ELEVATION
1-1-12	Omitted hay/straw perimeter barrier.
	Added SLICE METHOD to SECTION A-A

TEMPORARY EROSION CONTROL SYSTEMS

(Sheet 1 of 2)

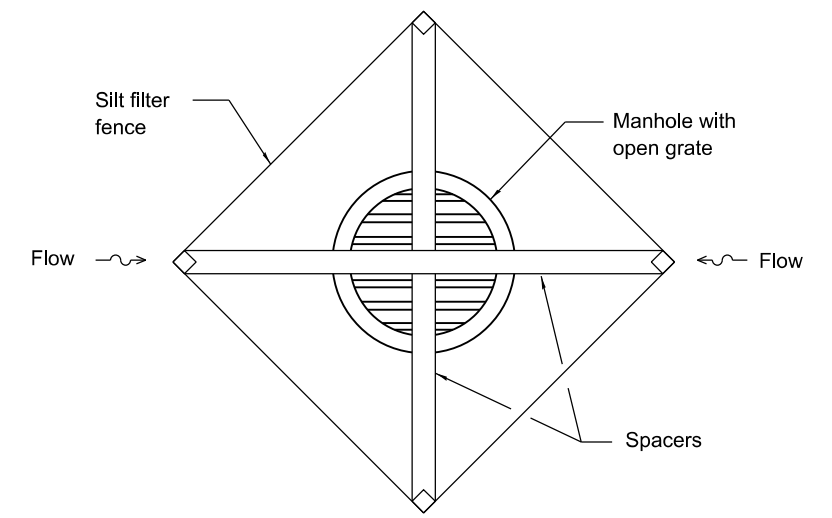
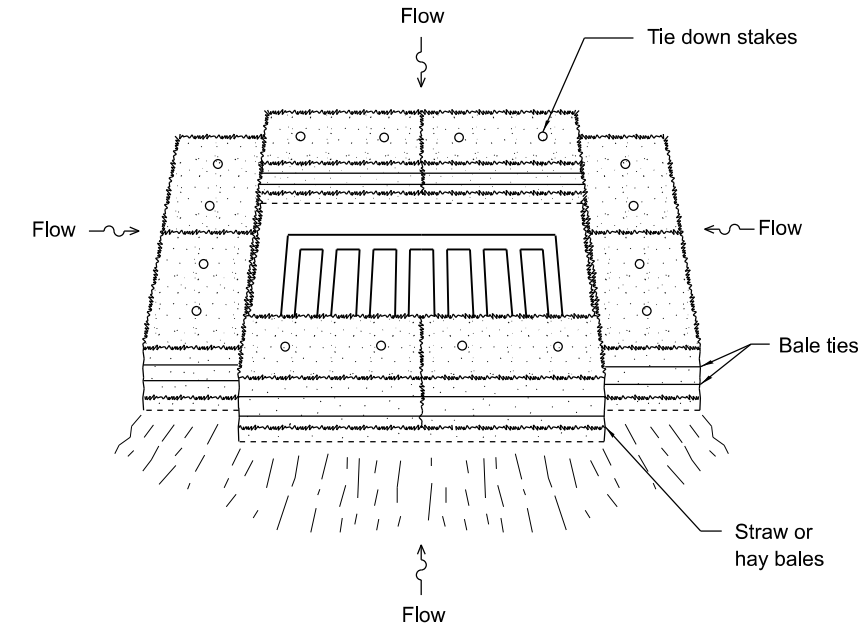
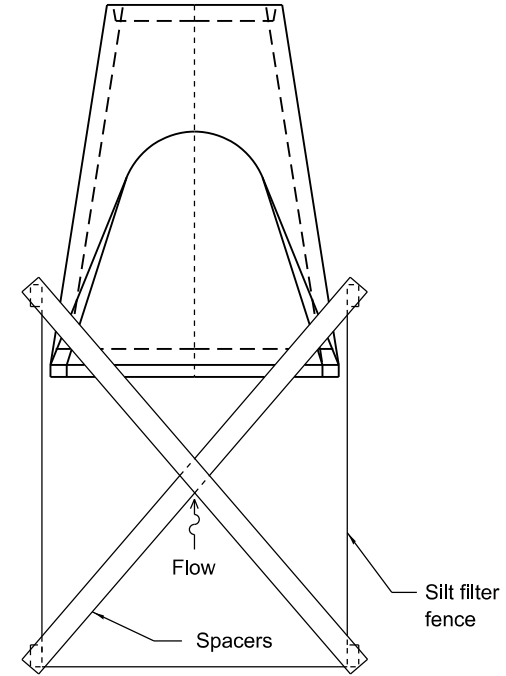
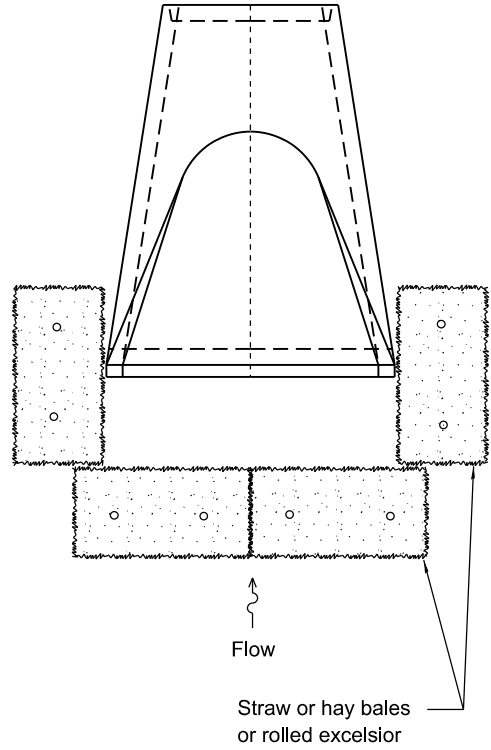
STANDARD 280001-07

Illinois Department of Transportation

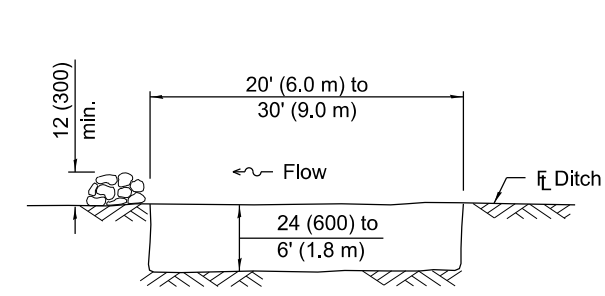
APPROVED January 1, 2013
Michael Brand
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ENGINEER OF DESIGN AND ENVIRONMENT

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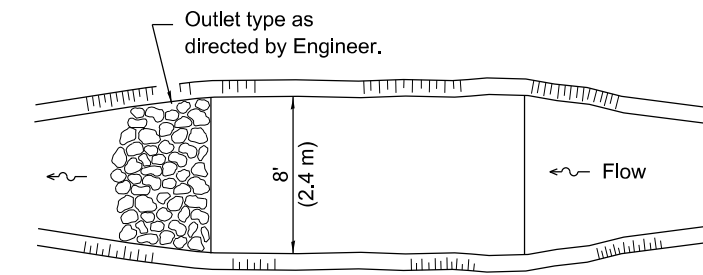


INLET AND PIPE PROTECTION



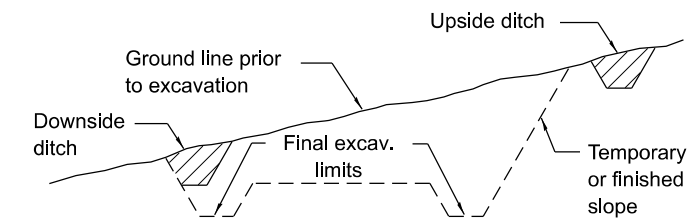
The performance of the basin will improve if put into a series.

ELEVATION

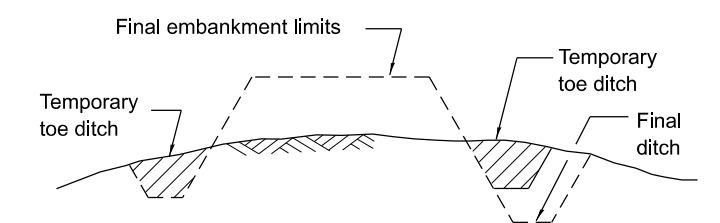


The long dimension should be parallel with the direction of the flow. Accumulated silt shall be removed anytime the basins become 75% filled.

PLAN



TYPICAL CUT CROSS-SECTION



TYPICAL FILL CROSS-SECTION

TEMPORARY DITCHES FOR CUT & FILL SECTIONS

SEDIMENT BASIN

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APPROVED January 1, 2013

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ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2013

[Signature]

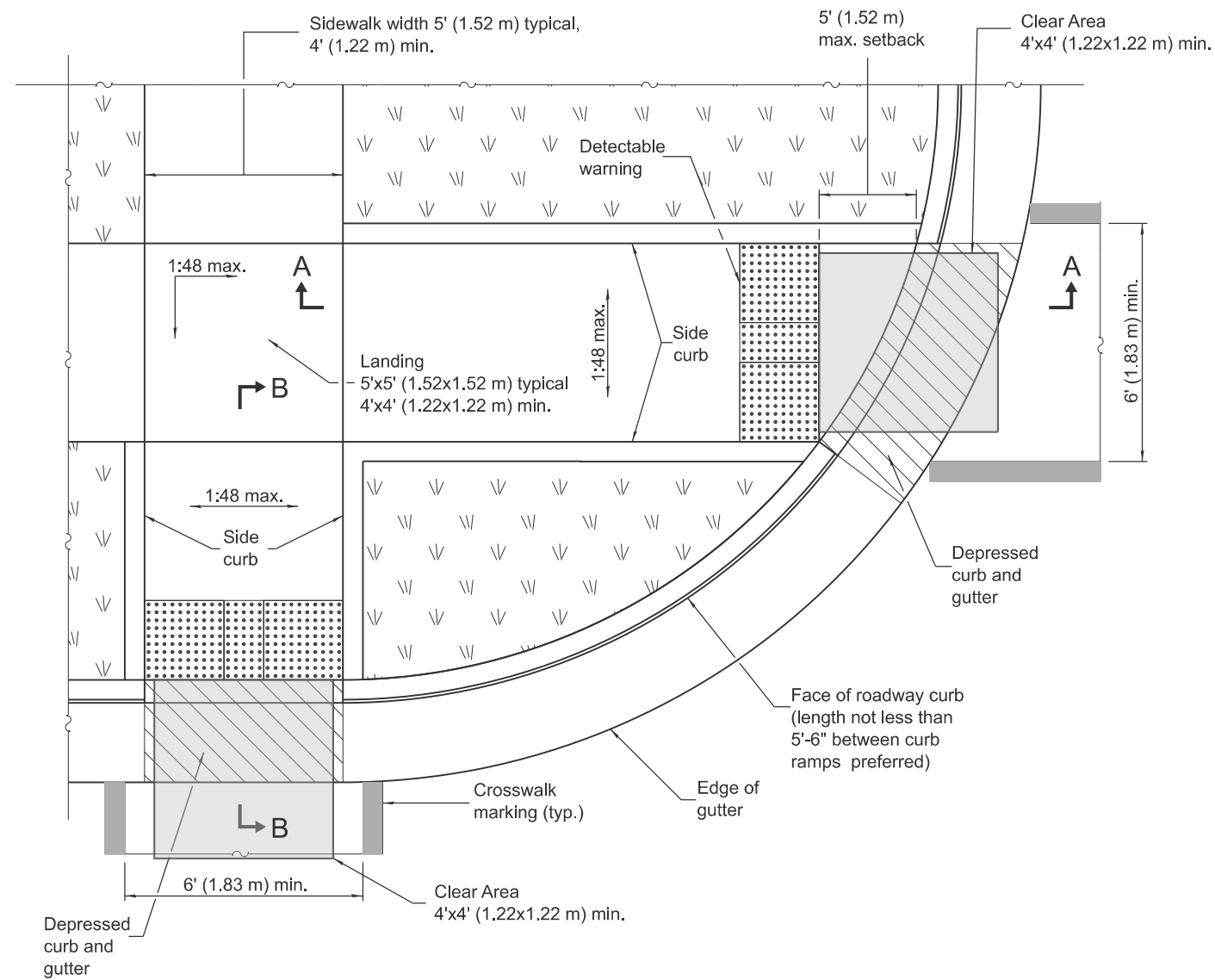
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

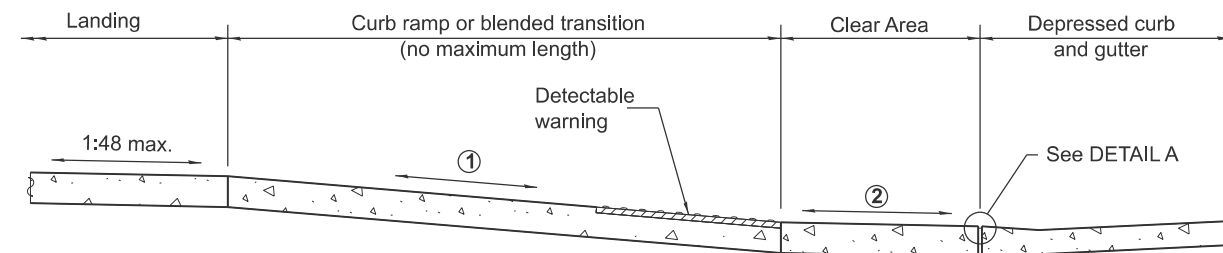
TEMPORARY EROSION CONTROL SYSTEMS

(Sheet 2 of 2)

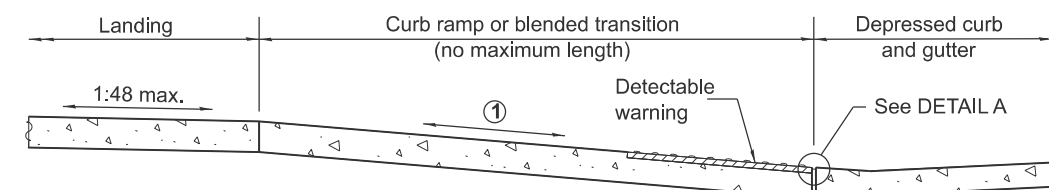
STANDARD 280001-07



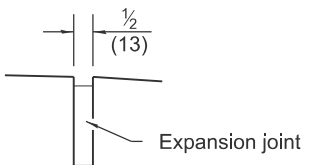
RAMPS IN LANDSCAPED AREA
SETBACK $\leq 5'$



RAMPS IN PAVED AREA
SETBACK ≤ 5'

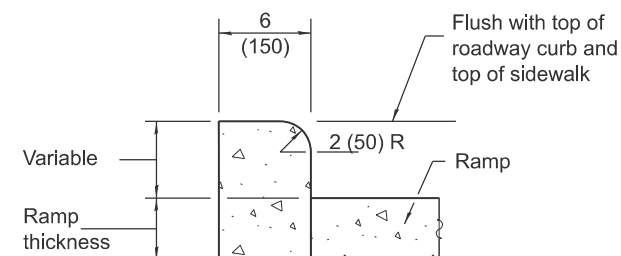


DETAIL A



SECTION A-A

- ① The running slope of a curb ramp shall be 1:12 max.
The running slope of a blended transition shall be 1:20 max.
- ② Clear Area shall be located outside the travel lane inclusive of any bicycle lanes. The running slope shall be 1:20 max and the cross slope shall be:
 - Signalized/Uncontrolled Intersection - 1:20
 - Yield/Stop Controlled Intersection - 1:48
 - Midblock - grade of the road



SIDE CURB DETAIL

SECTION B-B

- ① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.

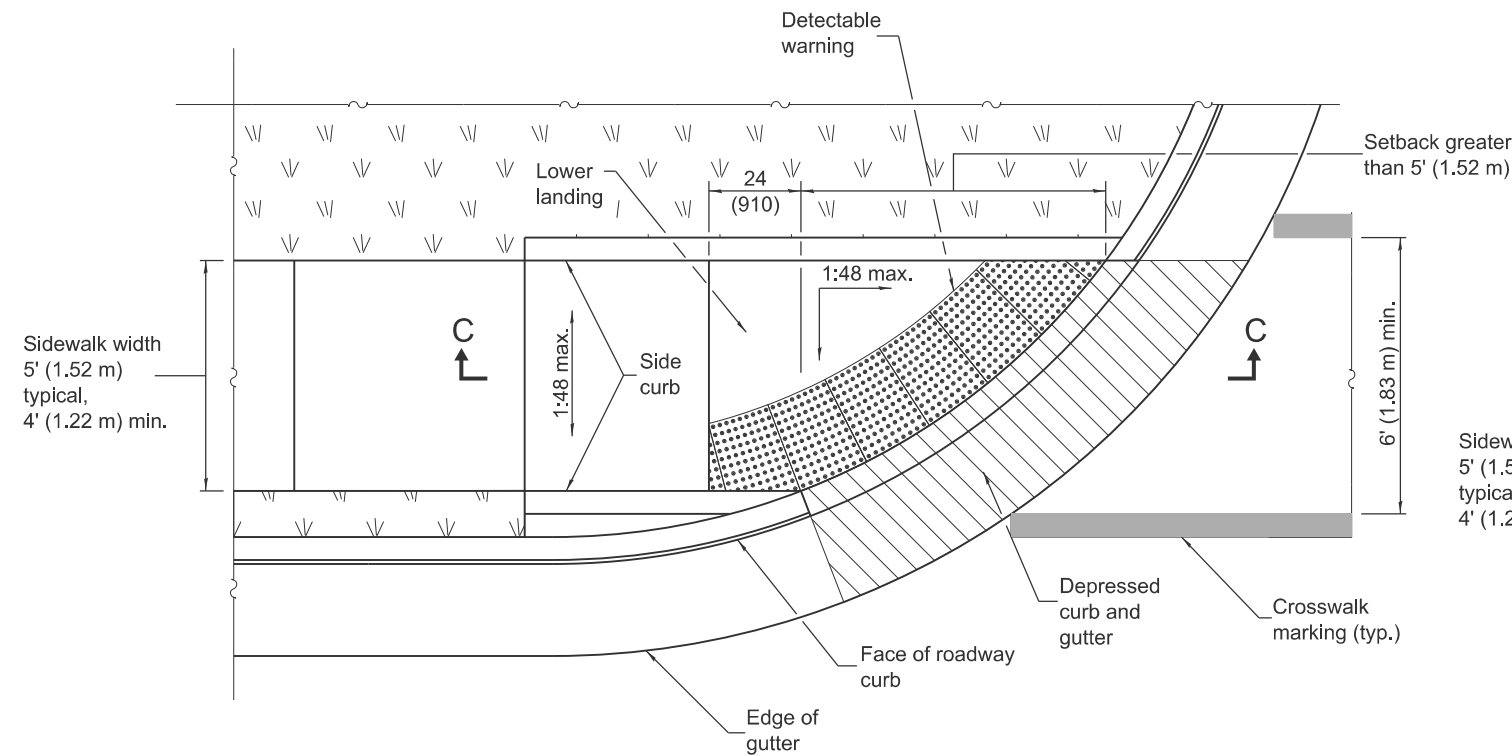
See Sheet 2 for GENERAL NOTES.

DATE	REVISIONS
1-1-25	Indicated "Clear Area" Location and updated cross-slopes.
1-1-19	Removed "15-foot rule", added "Blended transitions" and placement tolerances for detectable warnings.

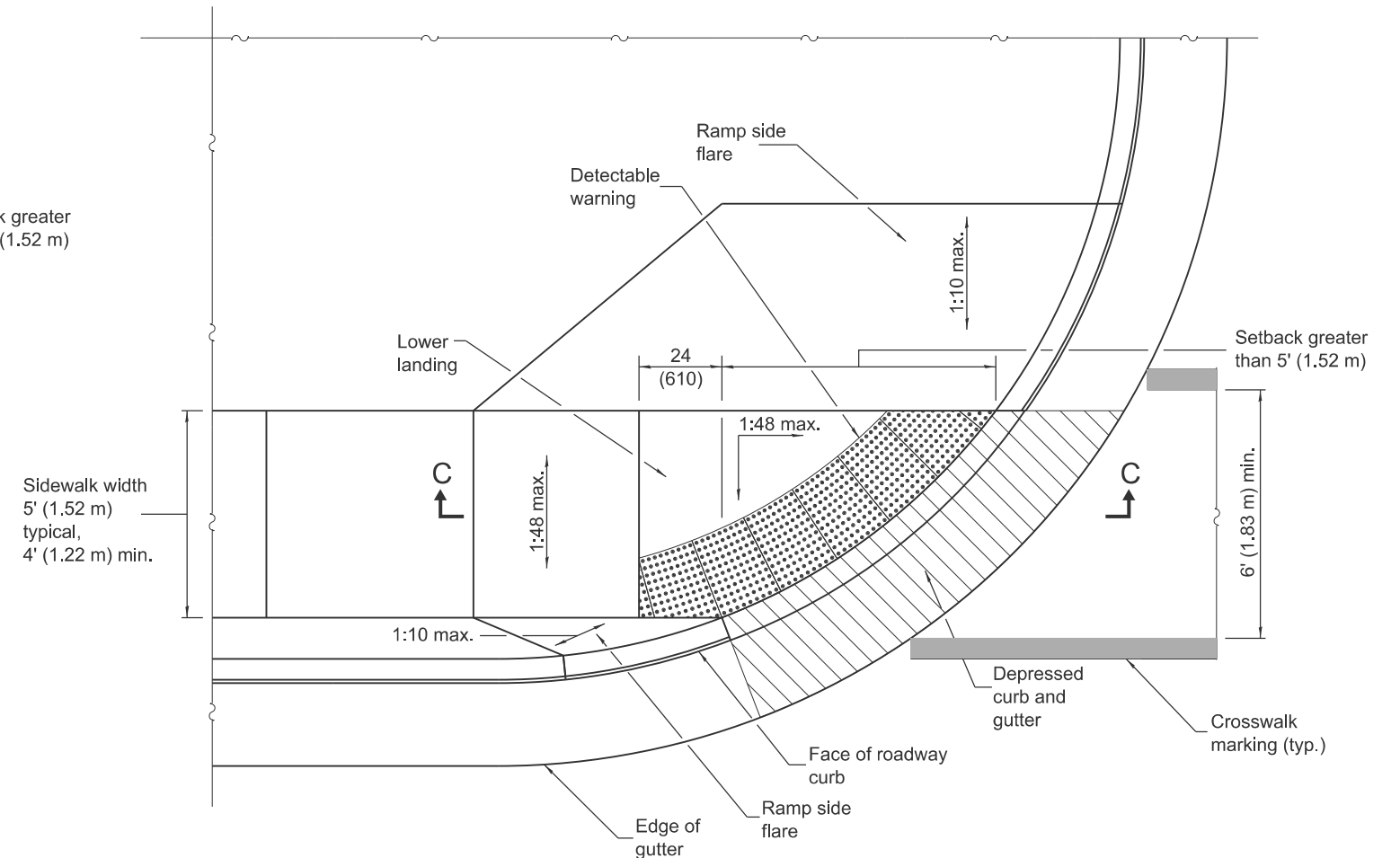
PERPENDICULAR CURB RAMPS FOR SIDEWALKS

Sheet 1 of 2)

STANDARD 424001-12



**RAMP IN LANDSCAPED AREA
SETBACK > 5'**



**RAMP IN PAVED AREA
SETBACK > 5'**

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:48 maximum slope is shown, 1:64 is preferred.

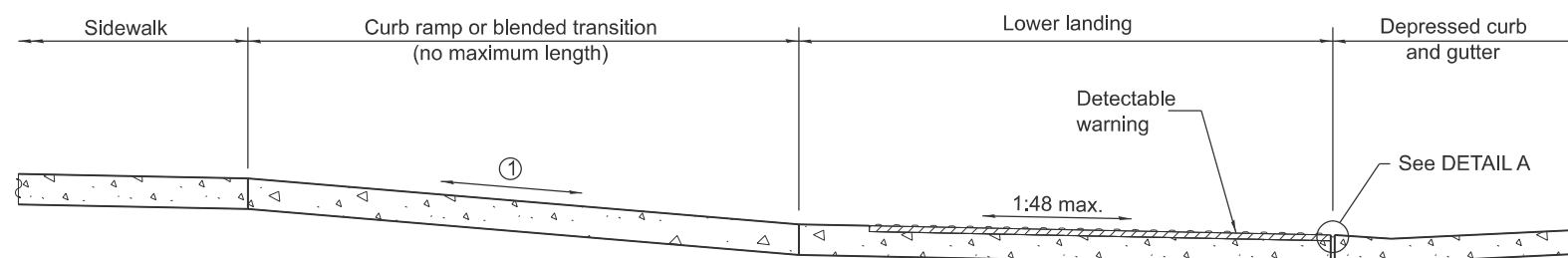
Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.



SECTION C-C

- ① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.

SECTION A-A

Longitudinal joint - sawed (one operation) or formed (two operations)

SECTION B-B

Exist. pav't

Variable

SECTION C-C

Exist. pav't

$\frac{1}{2}$ width of pav't.

SECTION D-D

Exist. pav't

4'-0" (1.2 m) to 6'-0" (1.8 m)

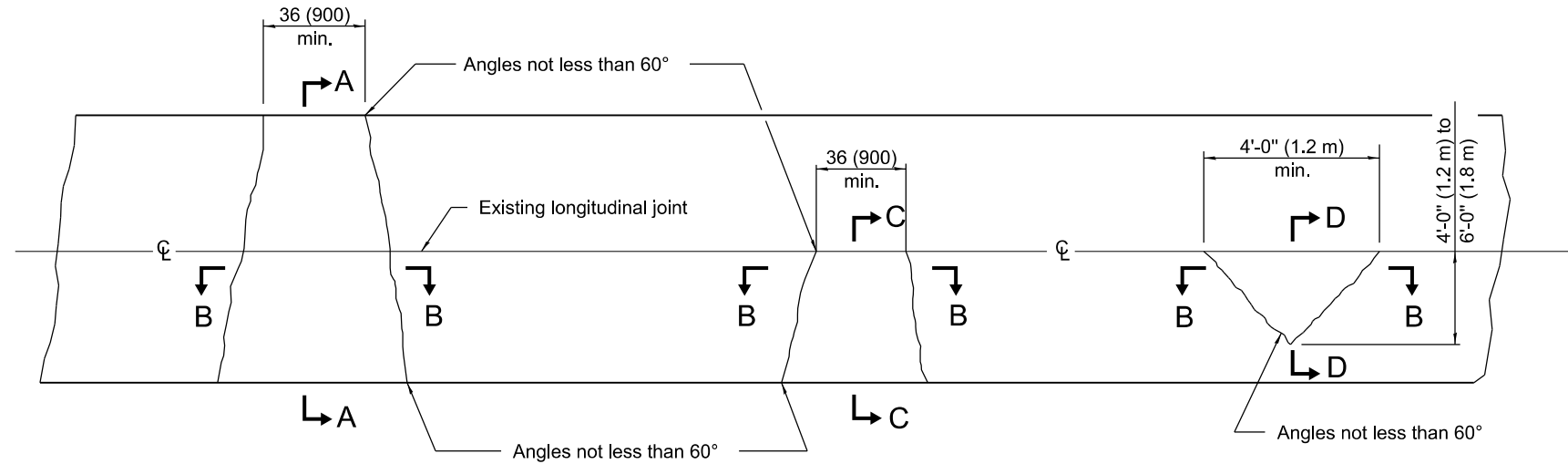
DETAIL OF SAWED CONTRACTION JOINT

Sawed groove

$\frac{1}{8}$ (3) min.

$\frac{t}{4}$

CL



Note:
Longitudinal joints shall be as detailed on Standard 420001, except tie bars are not required for patches 20'-0" (6.0 m) or less in length.

CLASS D

The main plan view shows a series of curb segments labeled A through G. Segment A has a width of 36 (900) min. Segments C and D have widths of 36 (900) min. and 4'-0" (1.2 m) min., respectively. Segments E, F, and G have variable widths. The plan view includes callouts for "Angles not less than 60°" at joints A, B, and C, and "Angles not less than 45°" at joint D. It also indicates an "Existing longitudinal joint". Arrows point from labels A-G to their respective sections.

SECTION A-A
(Built in two operations)

This section shows a cross-section of the curb with a central "Construction joint".

SECTION B-B

This section shows a cross-section of the curb with a "Variable" width and "Exist. pav't" (existing pavement) on both sides.

SECTION C-C

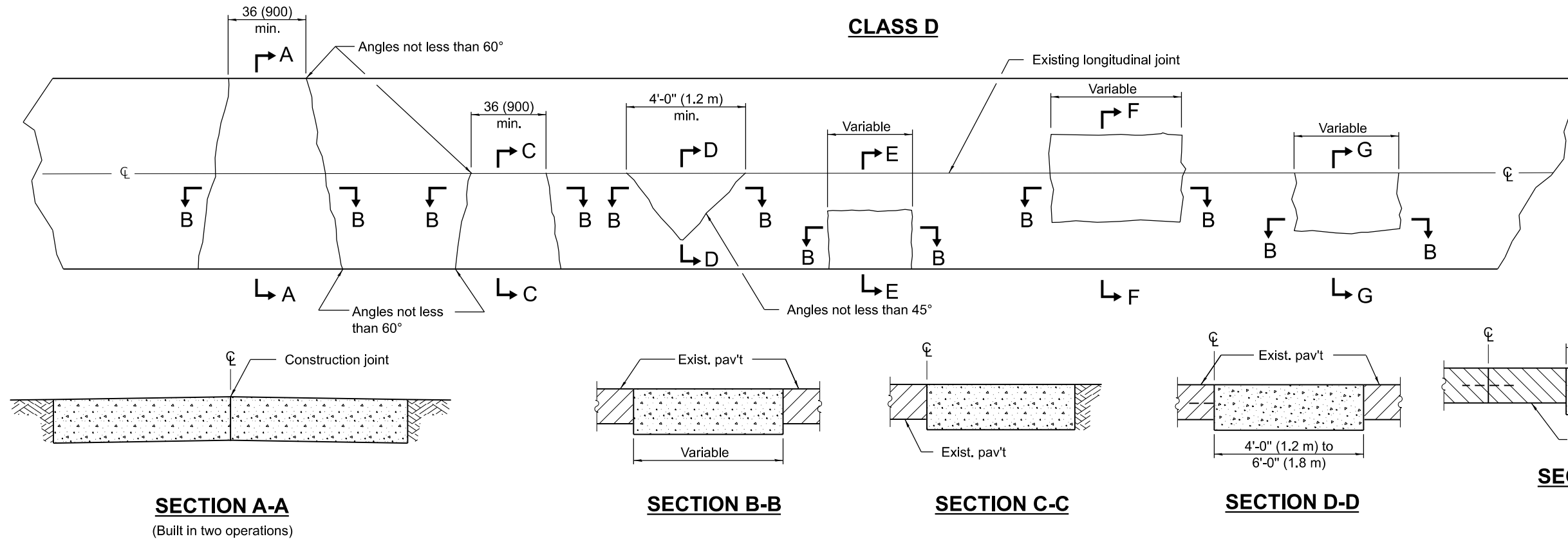
This section shows a cross-section of the curb with a "Variable" width and "Exist. pav't" on both sides.

SECTION D-D

This section shows a cross-section of the curb with a width of "4'-0" (1.2 m) to 6'-0" (1.8 m)" and "Exist. pav't" on both sides.

SECTION E-E

This section shows a cross-section of the curb with a width of "3'-0" (0.9 m) to 5'-0" (1.5 m)" and "Exist. pav't" on both sides.



GENERAL NOTES

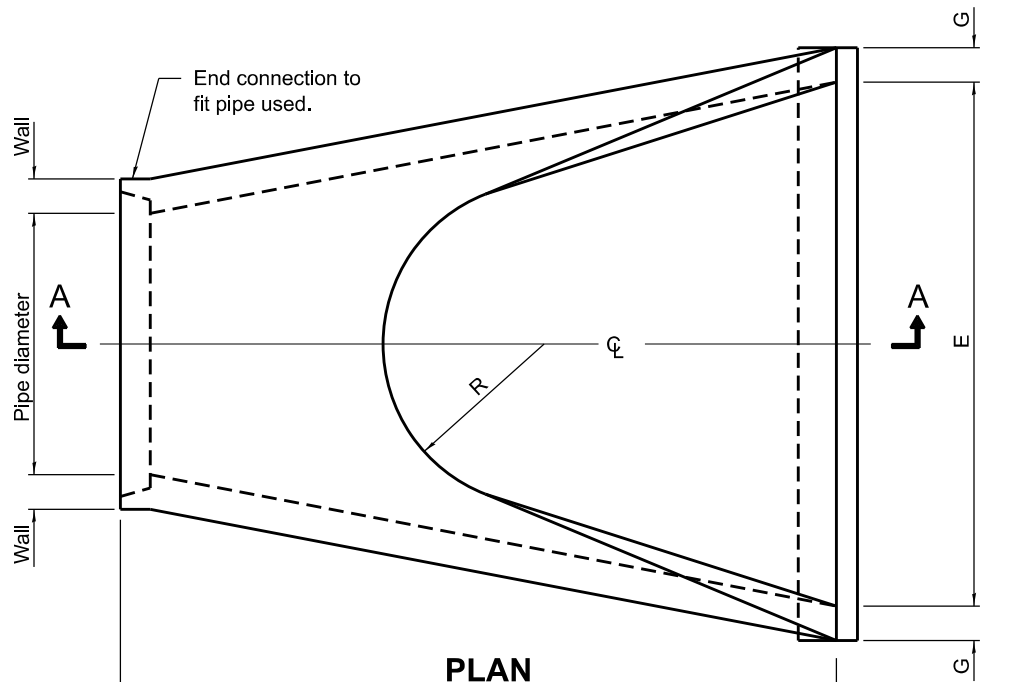
Existing tie bars shall be either cut or removed.
Marginal bars shall be cut.

All dimensions are in inches (millimeters)
unless otherwise shown.

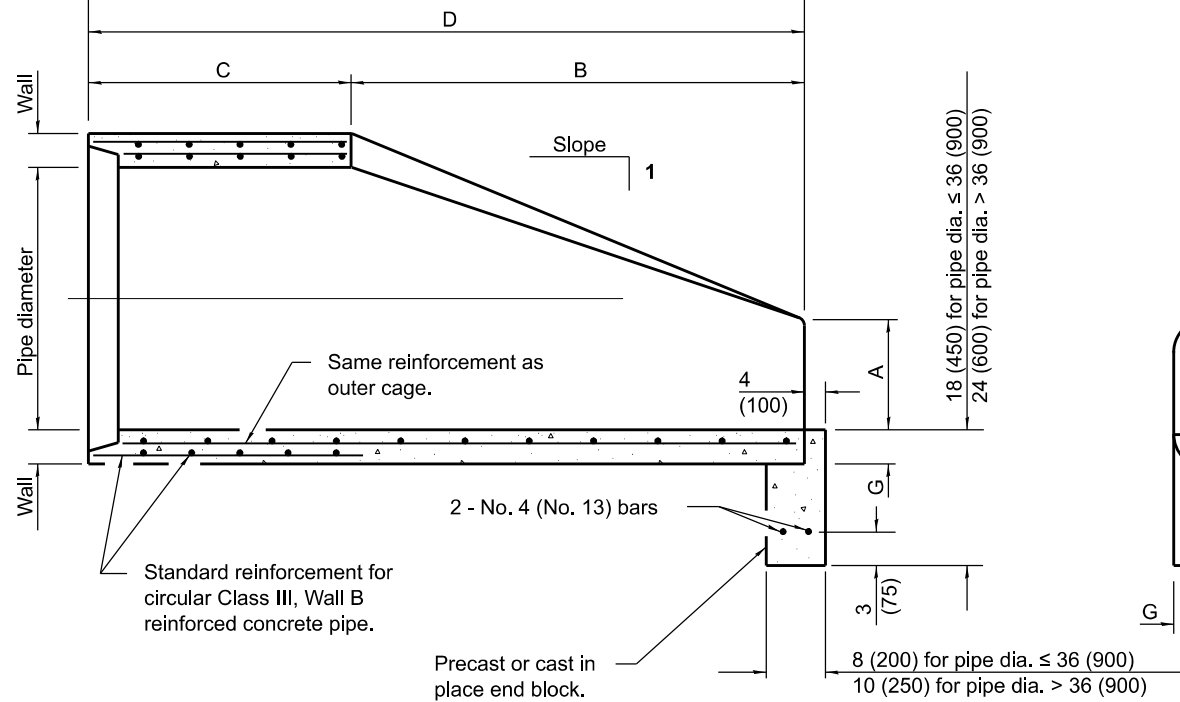
DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-07	Revised Note for Class C patches.

CLASS C and D PATCHES

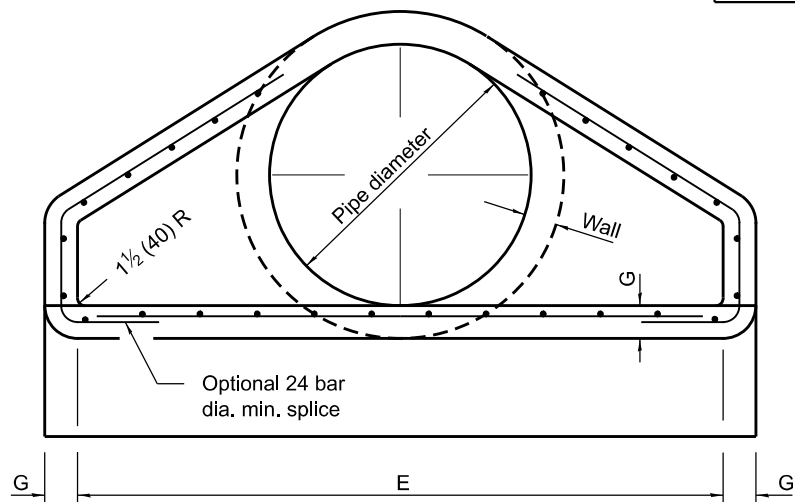
STANDARD 442201-03



PLAN



SECTION A-A



END VIEW

PIPE DIA.	APPROX. QTY. lbs. (kg)	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12 (300)	530 (240)	2 (51)	4 (102)	24 (610)	4'-0 ⁷ / ₈ " (1.241 m)	6'-0 ⁷ / ₈ " (1.851 m)	24 (610)	2 (51)	9 (229)	1:2.4
15 (375)	740 (335)	2 ¹ / ₄ (57)	6 (152)	27 (686)	3'-10" (1.168 m)	6'-1" (1.854 m)	30 (762)	2 ¹ / ₄ (57)	11 (280)	1:2.4
18 (450)	990 (450)	2 ¹ / ₂ (64)	9 (229)	27 (686)	3'-10" (1.168 m)	6'-1" (1.854 m)	36 (914)	2 ¹ / ₂ (64)	12 (305)	1:2.4
21 (525)	1280 (580)	2 ³ / ₄ (70)	9 (229)	35 (889)	6'-1" (1.854 m)	3'-6" (1.067 m)	2 ³ / ₄ (70)	13 (330)		1:2.4
24 (600)	1520 (690)	3 (76)	9 ¹ / ₂ (241)	3'-7 ¹ / ₂ " (1.105 m)	30 (762)	6'-1 ¹ / ₂ " (1.867 m)	4'-0" (1.219 m)	3 (76)	14 (356)	1:2.5
27 (675)	1930 (875)	3 ¹ / ₄ (83)	10 ¹ / ₂ (267)	4'-0" (1.219 m)	25 ¹ / ₂ (648)	6'-1 ¹ / ₂ " (1.867 m)	4'-6" (1.372 m)	3 ¹ / ₄ (83)	14 ¹ / ₂ (368)	1:2.4
30 (750)	2190 (995)	3 ¹ / ₂ (89)	12 (305)	4'-6" (1.375 m)	19 ³ / ₄ (502)	6'-1 ³ / ₄ " (1.874 m)	5'-0" (1.524 m)	3 ¹ / ₂ (89)	15 (381)	1:2.5
33 (825)	3200 (1450)	3 ³ / ₄ (95)	13 ¹ / ₂ (343)	4'-10 ¹ / ₂ " (1.486 m)	39 ¹ / ₄ (997)	8'-1 ³ / ₄ " (2.483 m)	5'-6" (1.676 m)	3 ³ / ₄ (95)	17 ¹ / ₂ (445)	1:2.5
36 (900)	4100 (1860)	4 (102)	15 (381)	5'-3" (1.6 m)	34 ³ / ₄ (883)	8'-1 ³ / ₄ " (2.483 m)	6'-0" (1.829 m)	4 (102)	20 (508)	1:2.5
42 (1050)	5380 (2440)	4 ¹ / ₂ (114)	21 (533)	5'-3" (1.6 m)	35 (889)	8'-2" (2.489 m)	6'-6" (1.981 m)	4 ¹ / ₂ (114)	22 (559)	1:2.5
48 (1200)	6550 (2970)	5 (127)	24 (610)	6'-0" (1.829 m)	26 (660)	8'-2" (2.489 m)	7'-0" (2.134 m)	5 (127)	22 (559)	1:2.5
54 (1350)	8240 (3740)	5 ¹ / ₂ (140)	27 (686)	5'-5" (1.651 m)	35 (889)	8'-4" (2.54 m)	7'-6" (2.286 m)	5 ¹ / ₂ (140)	24 (610)	1:2.0
60 (1500)	8730 (3960)	6 (152)	35 (889)	5'-0" (1.524 m)	39 (991)	8'-3" (2.515 m)	8'-0" (2.438 m)	5 (127)	*	1:1.9
66 (1650)	10710 (4860)	6 ¹ / ₂ (165)	30 (762)	6'-0" (1.829 m)	27 (686)	8'-3" (2.515 m)	8'-6" (2.591 m)	5 ¹ / ₂ (140)	*	1:1.7
72 (1800)	12520 (5680)	7 (178)	36 (914)	6'-6" (1.981 m)	21 (533)	8'-3" (2.514 m)	9'-0" (2.743 m)	6 (152)	*	1:1.8
78 (1950)	14770 (6700)	7 ¹ / ₂ (191)	36 (914)	7'-6" (2.286 m)	21 (533)	9'-3" (2.819 m)	9'-6" (2.896 m)	6 ¹ / ₂ (165)	*	1:1.8
84 (2100)	18160 (8240)	8 (203)	36 (914)	7'-6 ¹ / ₂ " (2.299 m)	21 (533)	9'-3 ¹ / ₂ " (2.832 m)	10'-0" (3.048 m)	6 ¹ / ₂ (165)	*	1:1.6

* Radius as furnished by manufacturer

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

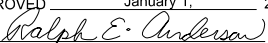
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS	PRECAST REINFORCED CONCRETE FLARED END SECTION
1-1-11	Clarified ref. to pipe dia. on	
	Section A-A. Changed 'inner'	
	to 'outer' cage. ref.	
1-1-09	Switched units to English (metric).	STANDARD 542301-03

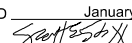


Illinois Department of Transportation

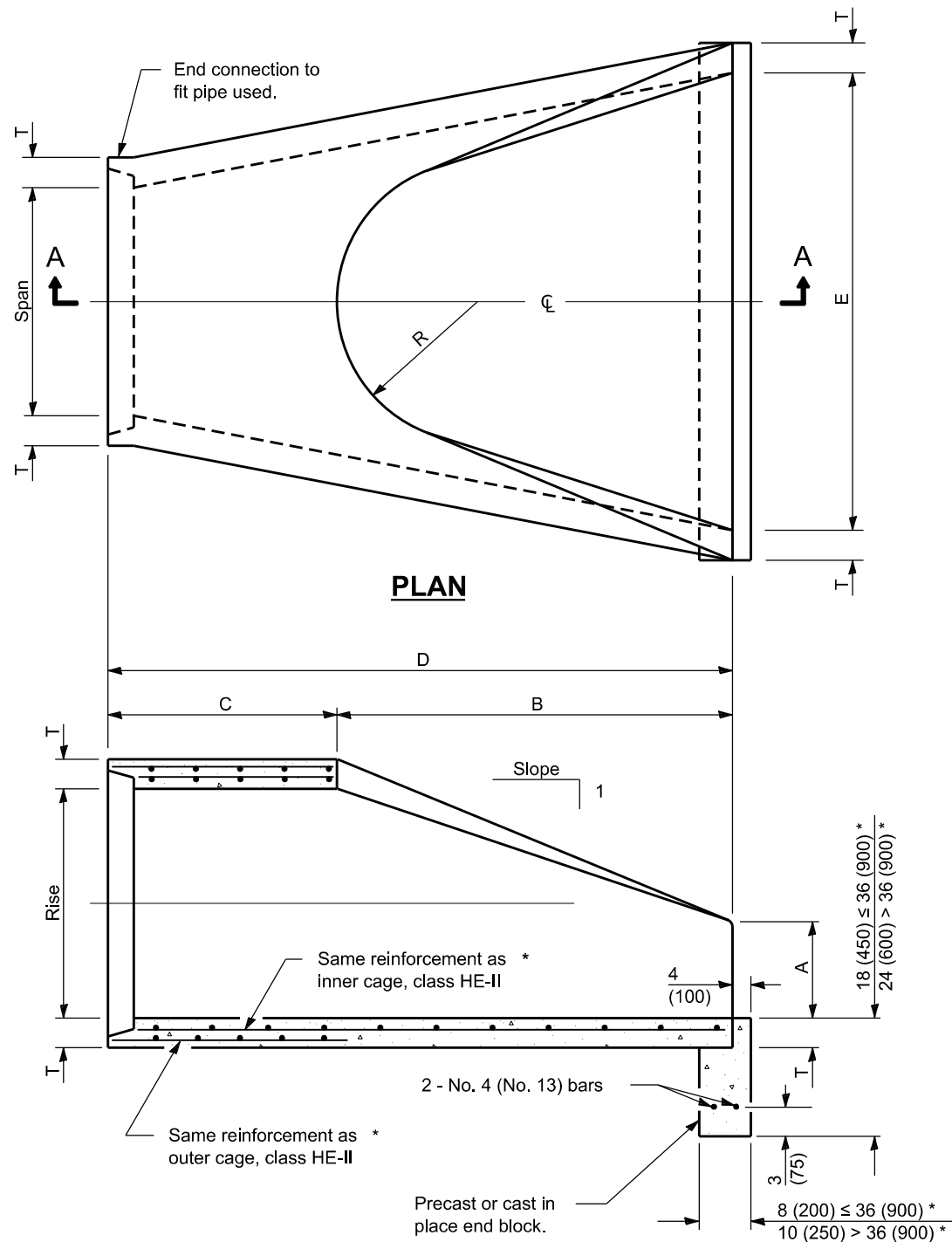
APPROVED January 1, 2011


ENGINEER OF BRIDGES AND STRUCTURES

APPROVED January 1, 2011


ENGINEER OF DESIGN AND ENVIRONMENT

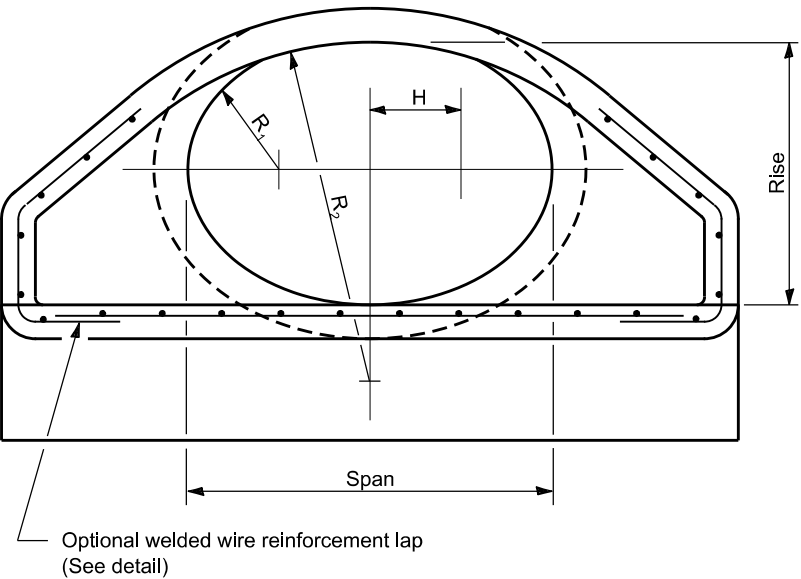
ISSUED 1-1-97



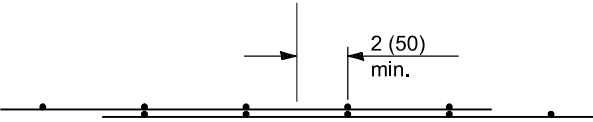
SECTION A-A

* Refers to the equivalent pipe diameter.

SPAN	RISE	EQUIV. DIA.	WALL T	A	B	C	D	E	H	R	R ₁	R ₂	APPROX. SLOPE
23 (584)	14 (356)	18 (450)	2¾ (70)	8 (203)	27 (686)	3'-9" (1.143 m)	6'-0" (1.829 m)	36 (914)	5⅜ (137)	6 (152)	6 (152)	20 (508)	1:3.1
30 (762)	19 (483)	24 (600)	3¼ (83)	8½ (216)	39 (991)	33 (838)	6'-0" (1.829 m)	4'-0" (1.219 m)	6⅞ (175)	7 (178)	8¼ (210)	26¼ (667)	1:2.8
34 (864)	22 (559)	27 (675)	3½ (89)	9 (229)	4'-0" (1.219 m)	24 (610)	6'-0" (1.829 m)	4'-6" (1.372 m)	7¾ (197)	8 (203)	9¼ (235)	29¼ (743)	1:2.9
38 (965)	24 (610)	30 (750)	3½ (95)	9½ (241)	4'-6" (1.372 m)	18 (475)	6'-0" (1.829 m)	5'-0" (1.524 m)	8⅝ (219)	9 (229)	10¼ (260)	32¾ (832)	1:2.9
45 (1143)	29 (737)	36 (900)	4½ (114)	11¼ (286)	5'-0" (1.524 m)	36 (914)	8'-0" (2.438 m)	6'-0" (1.829 m)	10½ (267)	12 (305)	12¼ (311)	39¼ (997)	1:2.7
53 (1346)	34 (864)	42 (1050)	5 (127)	15¾ (400)	5'-0" (1.524 m)	36 (914)	8'-0" (2.438 m)	6'-6" (1.981 m)	12⅞ (308)	13 (330)	14½ (368)	3'-10" (1.168 m)	1:2.6
60 (1524)	38 (965)	48 (1200)	5½ (140)	21 (533)	5'-0" (1.524 m)	36 (914)	8'-0" (2.438 m)	7'-0" (2.134 m)	13½ (343)	14 (356)	16½ (419)	4'-3½" (1.308 m)	1:2.7
68 (1727)	43 (1092)	54 (1350)	6 (152)	26 (660)	5'-0" (1.524 m)	36 (914)	8'-0" (2.438 m)	7'-6" (2.286 m)	15¼ (387)	16 (406)	18¾ (476)	4'-10½" (1.486 m)	1:2.6
76 (1930)	48 (1219)	60 (1500)	6½ (165)	31 (787)	5'-0" (1.524 m)	36 (914)	8'-0" (2.438 m)	8'-0" (2.439 m)	17 (432)	18 (457)	20¾ (527)	5'-5" (1.651 m)	1:2.6



END VIEW



OPTIONAL WELDED WIRE REINFORCEMENT LAP

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Changed terminology to 'welded wire reinforcement'.
	Corrected min. lap dimension.
1-1-09	Switched units to English (metric).

PRECAST REINFORCED CONCRETE ELLIPTICAL FLARED END SECTION

STANDARD 542306-03



Illinois Department of Transportation

APPROVED

April 1, 2016

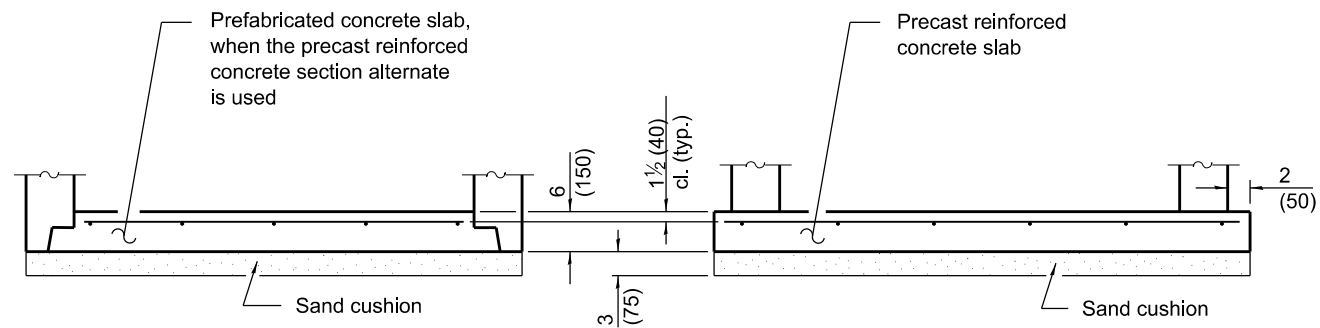
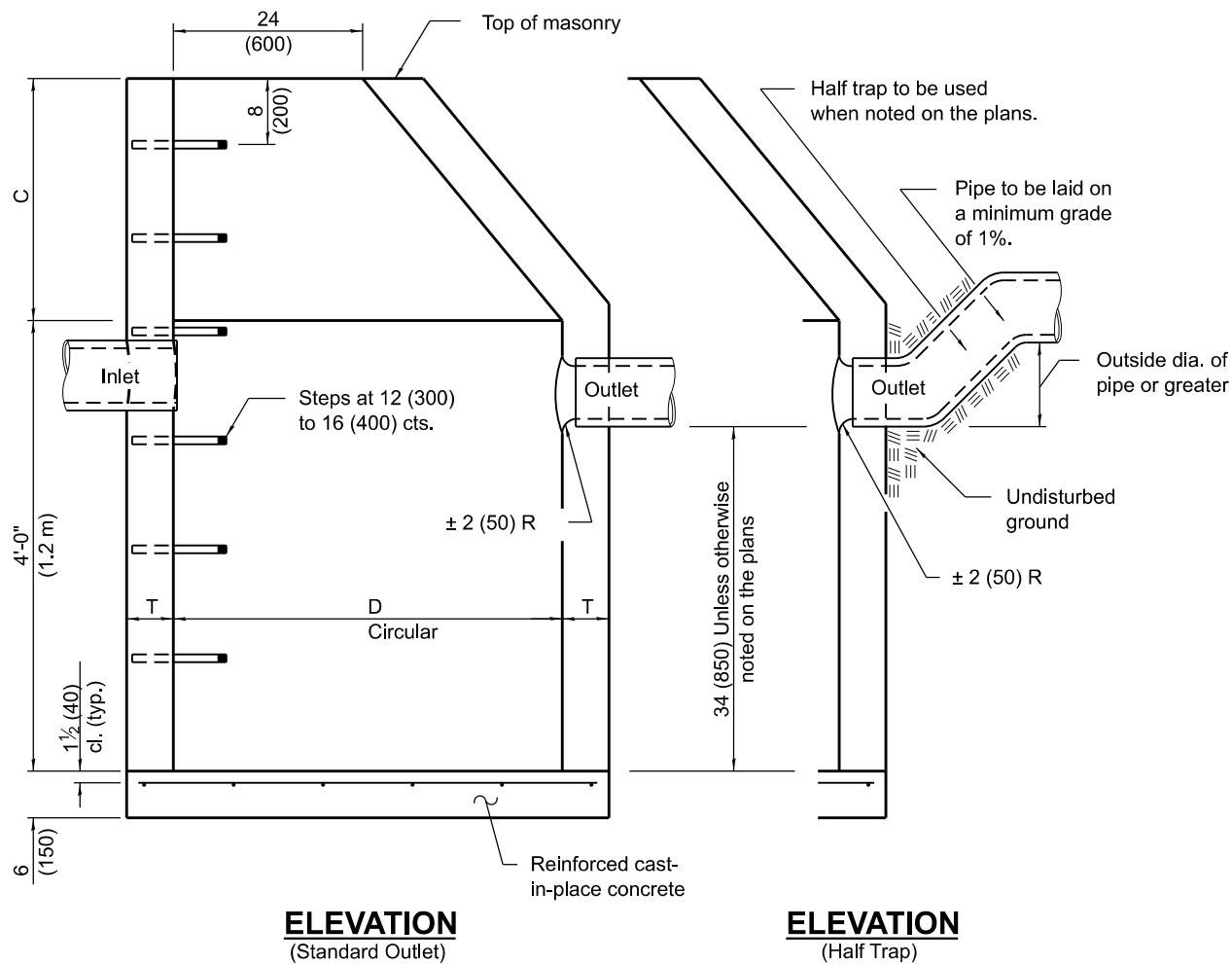
ENGINEER OF BRIDGES AND STRUCTURES

APPROVED

April 1, 2016

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



ALTERNATE BOTTOM SLAB

ALTERNATE MATERIALS FOR WALLS	D	C*	T (min.)
Concrete Masonry Unit	4'-0" (1.2 m) 5'-0" (1.5 m)	30 (750) 3'-9" (1.15 m)	5 (125) 5 (125)
Brick Masonry	4'-0" (1.2 m) 5'-0" (1.5 m)	30 (750) 3'-9" (1.15 m)	8 (200) 8 (200)
Precast Reinforced Concrete Section	4'-0" (1.2 m) 5'-0" (1.5 m)	30 (750) 3'-9" (1.15 m)	4 (100) 5 (125)
Cast-in-place Concrete	4'-0" (1.2 m) 5'-0" (1.5 m)	30 (750) 3'-9" (1.15 m)	6 (150) 6 (150)

* For precast reinforced concrete sections, dimension "C" may vary from the dimension given to plus 6 (150).

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.20 sq. in./ft (420 sq. mm/m) in both directions with a maximum spacing of 12 (300).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

See Standard 602601 for optional precast reinforced concrete flat slab top.

See Standard 602701 for details of steps.

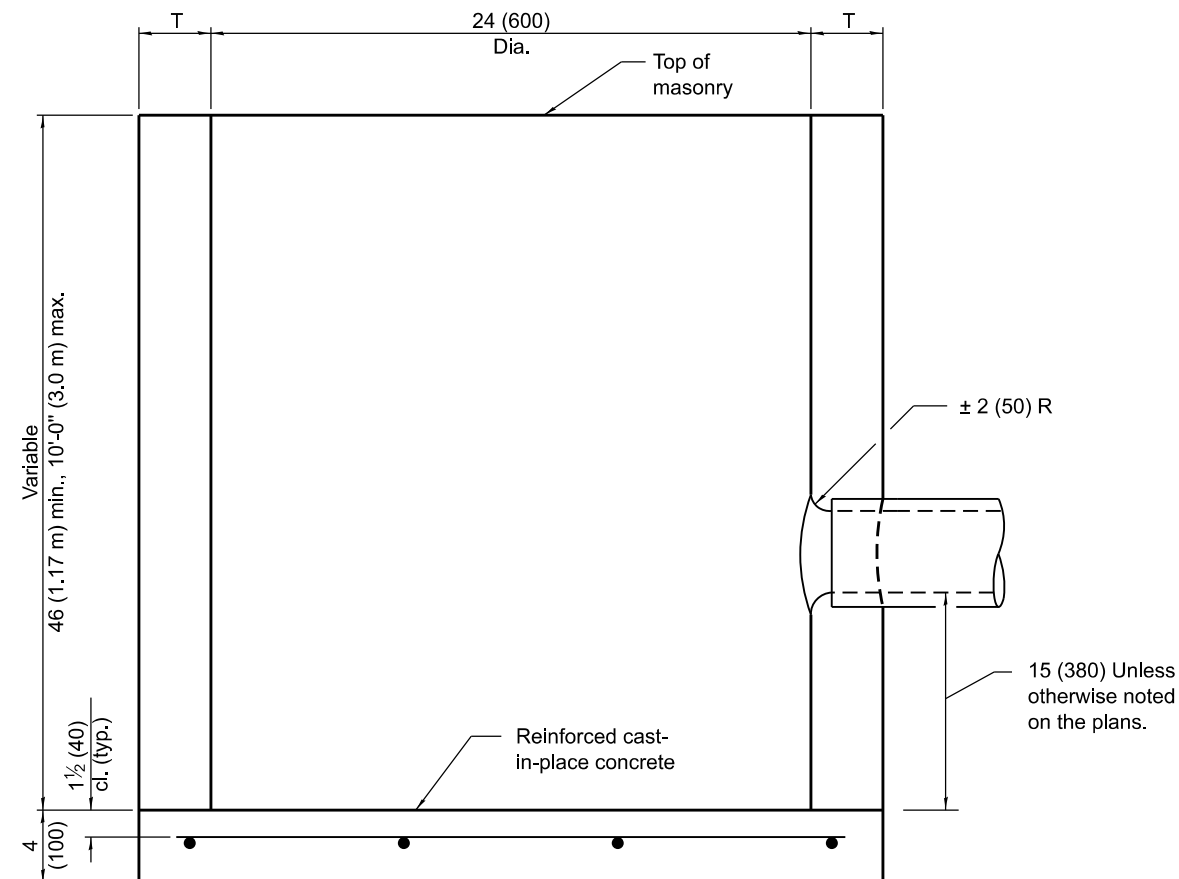
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED <u>January 1, 2011</u> ENGINEER OF POLICY AND PROCEDURES	ISSUED 1-1-97
APPROVED <u>January 1, 2011</u> ENGINEER OF DESIGN AND ENVIRONMENT	

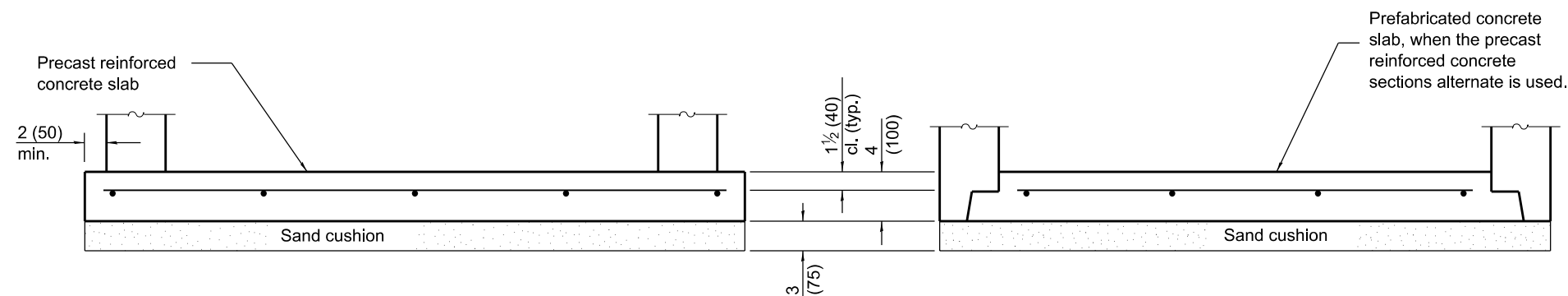
DATE	REVISIONS
1-1-11	Added 'Outside' to half trap note.
	Detail rein. in slabs. Revised
	general notes.
1-1-09	Switched units to English (metric).

CATCH BASIN TYPE A

STANDARD 602001-02



ELEVATION



ALTERNATE BOTTOM SLAB

ALTERNATE MATERIALS FOR WALLS	T (min)
Precast Reinforced Concrete Section	3 (75)
Concrete Masonry Unit	5 (125)
Cast-in-Place Concrete	6 (150)
Brick Masonry	8 (200)

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.27 sq. in./ft. (570 sq. mm/m) in both directions with a maximum spacing of 9 (230).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

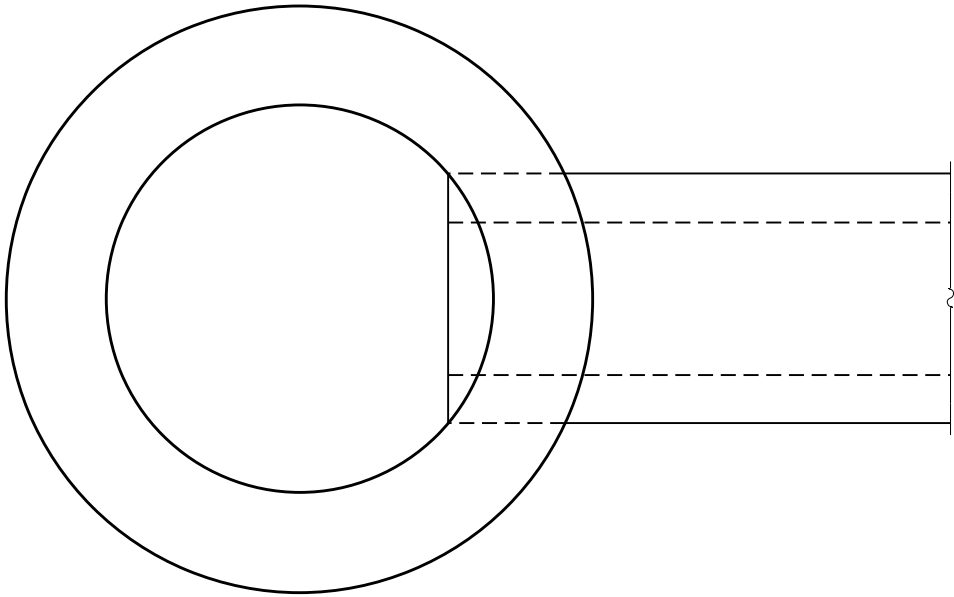
APPROVED	January 1, 2011
<i>Michael Brand</i>	
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2011
<i>Scott Schick</i>	
ENGINEER OF DESIGN AND ENVIRONMENT	

ISSUED 1-1-97

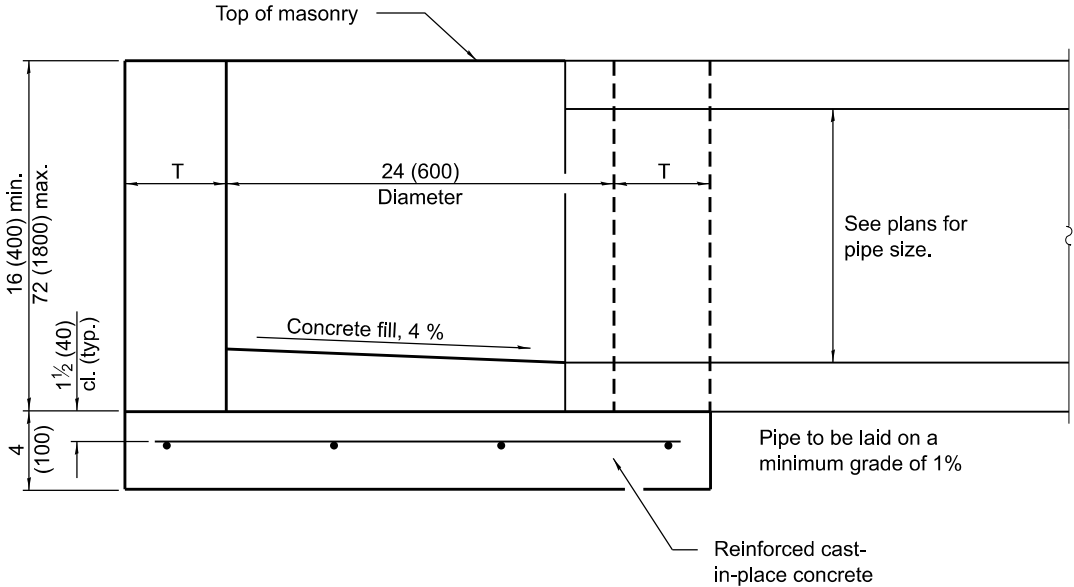
DATE	REVISIONS
1-1-11	Detailed rein. in slabs. Added
	max limit to height. Added
	general notes.
1-1-09	Switched units to English (metric).

**CATCH BASIN
TYPE C**

STANDARD 602011-02

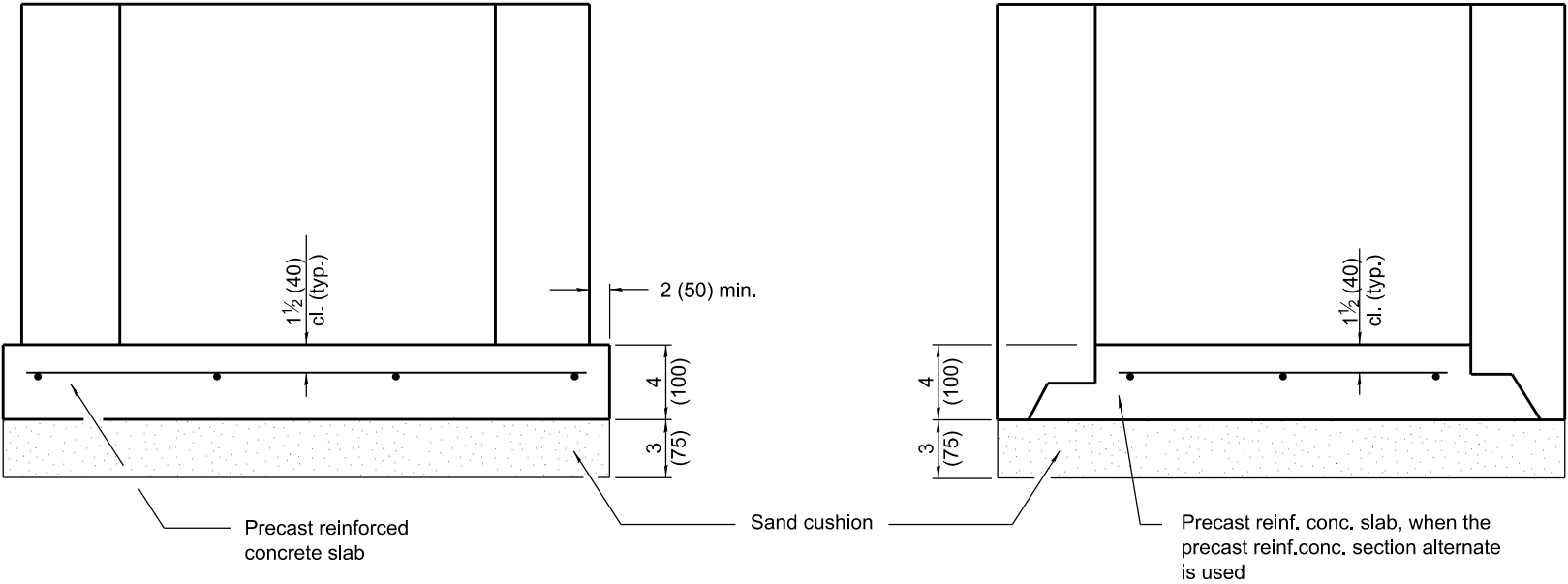


PLAN



ELEVATION

ALTERNATE MATERIALS FOR WALLS	T
BRICK MASONRY	8 (200)
CAST-IN-PLACE CONCRETE	6 (150)
CONCRETE MASONRY UNIT	5 (125)
PRECAST REINFORCED CONCRETE SECTION	3 (75)



ALTERNATE METHODS

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.24 sq. in./ft. (510 sq. mm/m) in both directions with a maximum spacing of 10 (250).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Increased height to 72 (1800) maximum.
1-1-11	Detailed rein. in slabs. Added max. limit to hight. Added general notes.

INLET - TYPE A

STANDARD 602301-04



Illinois Department of Transportation

APPROVED January 1, 2014

Michael Brand

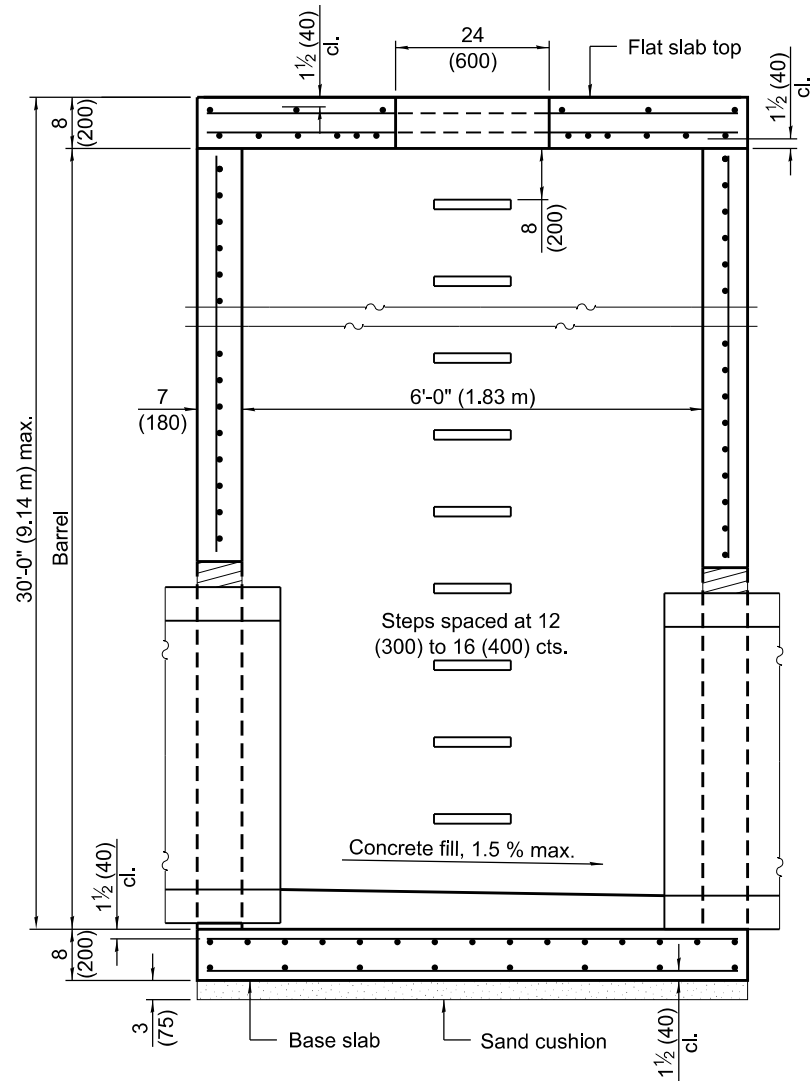
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2014

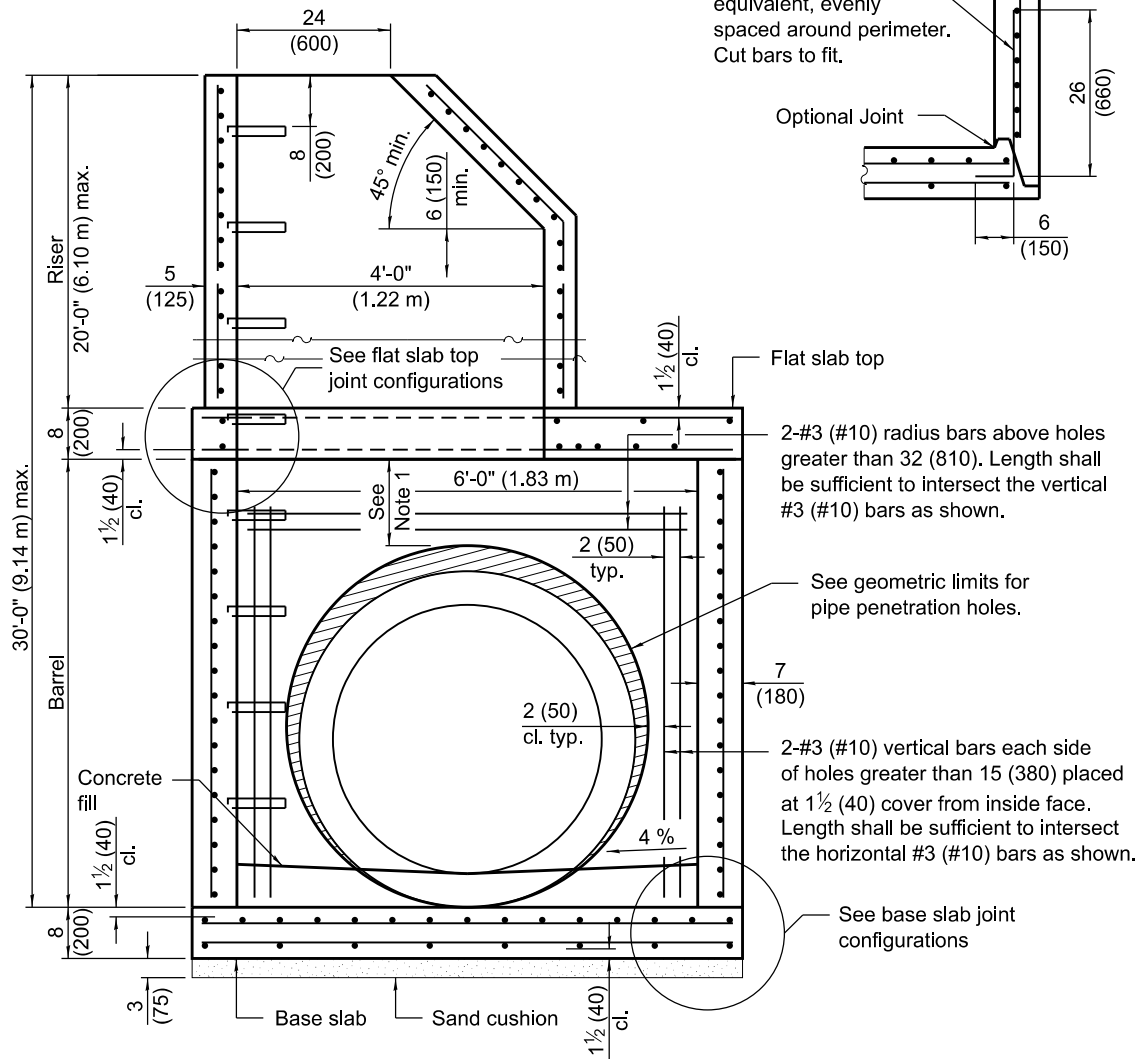
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ENGINEER OF DESIGN AND ENVIRONMENT

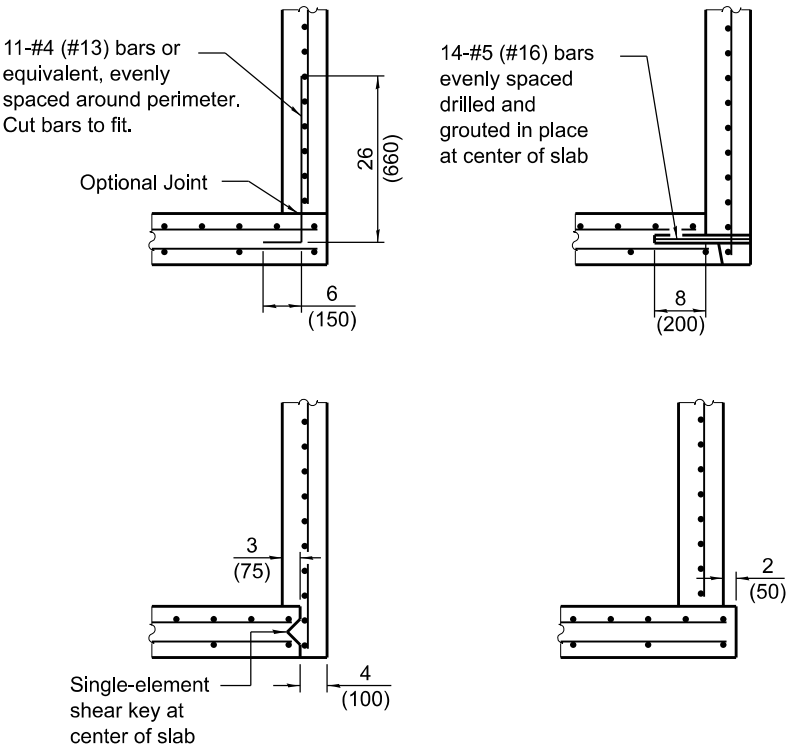
ISSUED 1-1-97



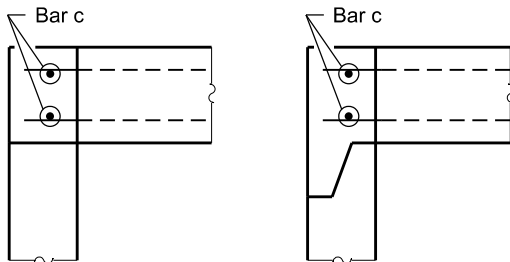
SECTION PARALLEL TO PIPE
(Without conical top riser)



SECTION PERPENDICULAR TO PIPE
(With conical top riser)



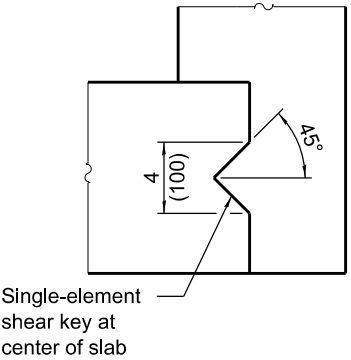
BASE SLAB JOINT CONFIGURATIONS



FLAT SLAB TOP JOINT CONFIGURATIONS
(Shown at access hole)

GEOMETRIC LIMITS FOR PIPE PENETRATION HOLES

- Note 1: A minimum of 9 (230) of monolithic reinforced concrete shall be maintained above pipe penetration holes > 32 (810).
- Note 2: A minimum 12 (300) inside arc length of reinforced concrete shall be maintained between pipe penetration holes > 15 (380).
- Note 3: A maximum of 60 percent of the inside perimeter of the reinforced concrete manhole walls may be removed.
- Note 4: Horizontal joints that intersect pipe penetration holes > 15 (380) shall have one joint splice for every location around the perimeter of the joint where the inside arc length between pipe penetration holes is < 24 (600). See joint splice detail.
- Note 5: The recommended pipe penetration hole is equal to the O.D. of the pipe plus 4 (100).
- Note 6: Only pipe penetration holes ≤ 15 (380) are allowed in riser sections.



SHEAR KEY GEOMETRY
(Reinforcement not shown for clarity)

GENERAL NOTES

- Pipe holes shall be formed to facilitate proper placement of hole reinforcement.
- The manufacturer shall ensure that all precast manhole sections are additionally reinforced where required to resist damage from handling, shipping and installation stresses.
- Lifting holes shall be located in the sections as per the manufacturer's recommendations.
- See Standard 602701 for details of manhole steps.
- All dimensions are in inches (millimeters) unless otherwise noted.

DATE	REVISIONS
1-1-21	Revised Note 1, Note 2, and lifting hole general note.
3-1-19	Moved wall reinforcement from inside face to middle.

PRECAST MANHOLE TYPE A
6' (1.83 m) DIAMETER

(Sheet 1 of 3)

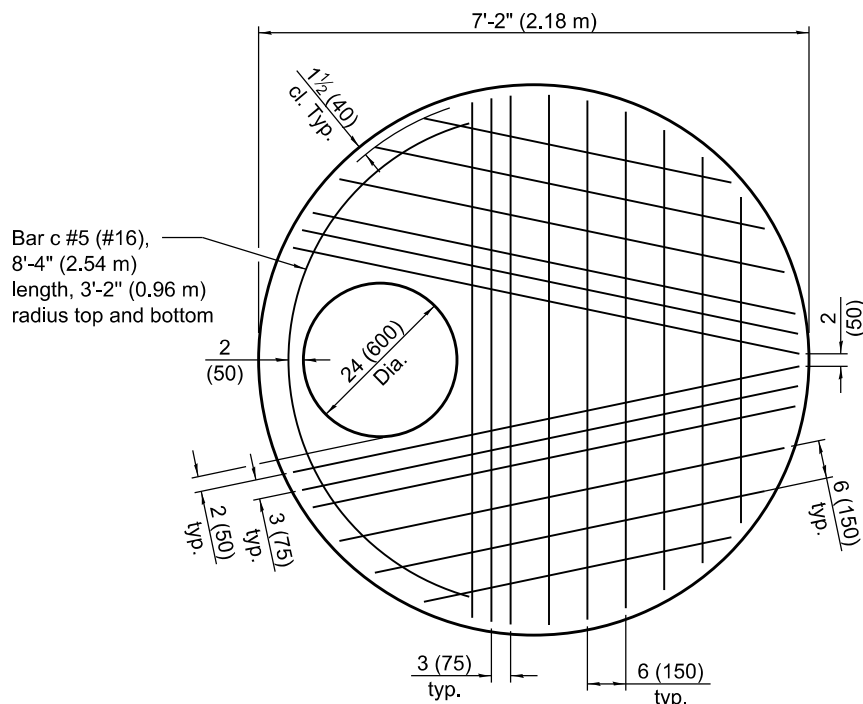
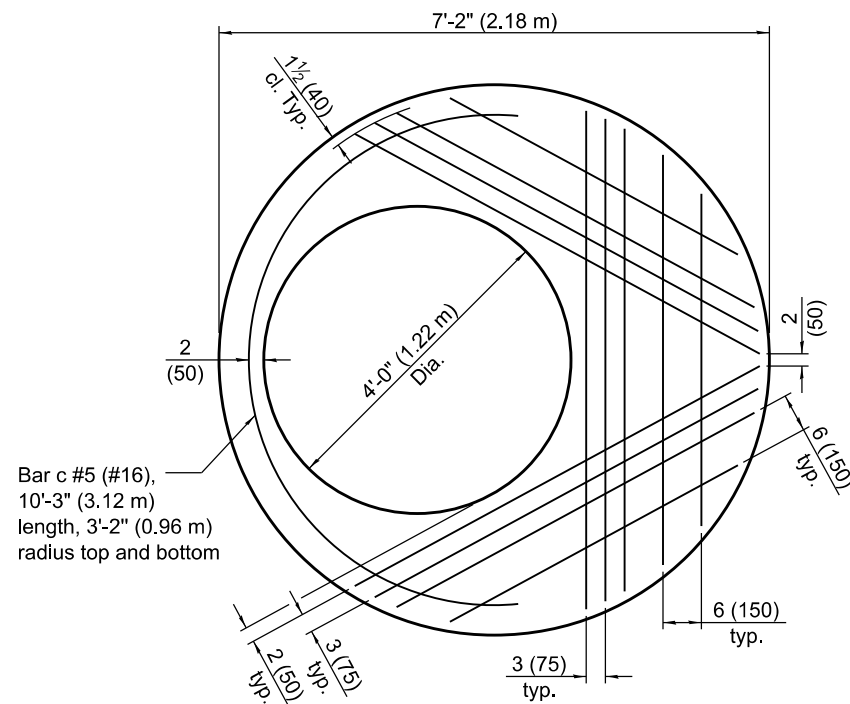
STANDARD 602406-11

Illinois Department of Transportation

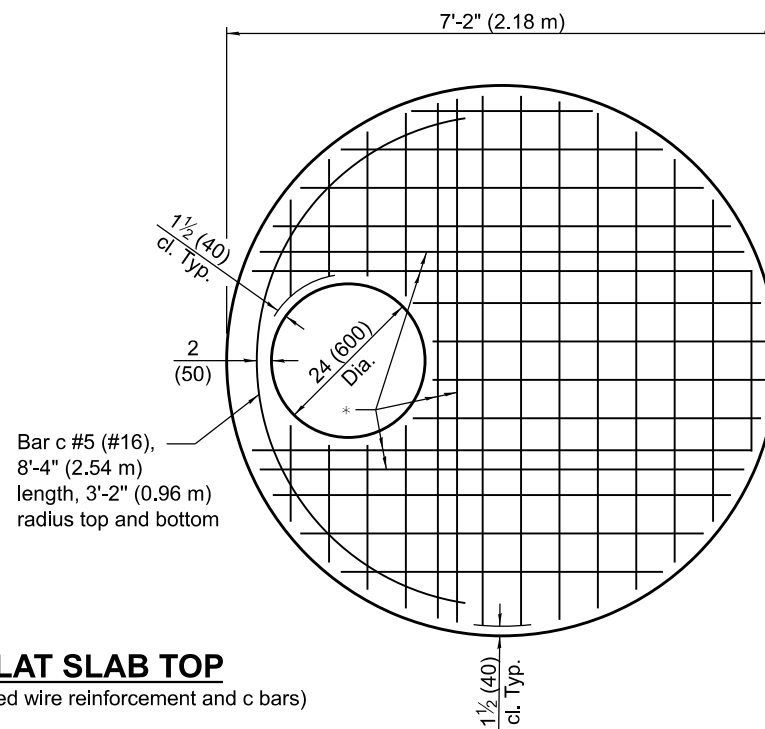
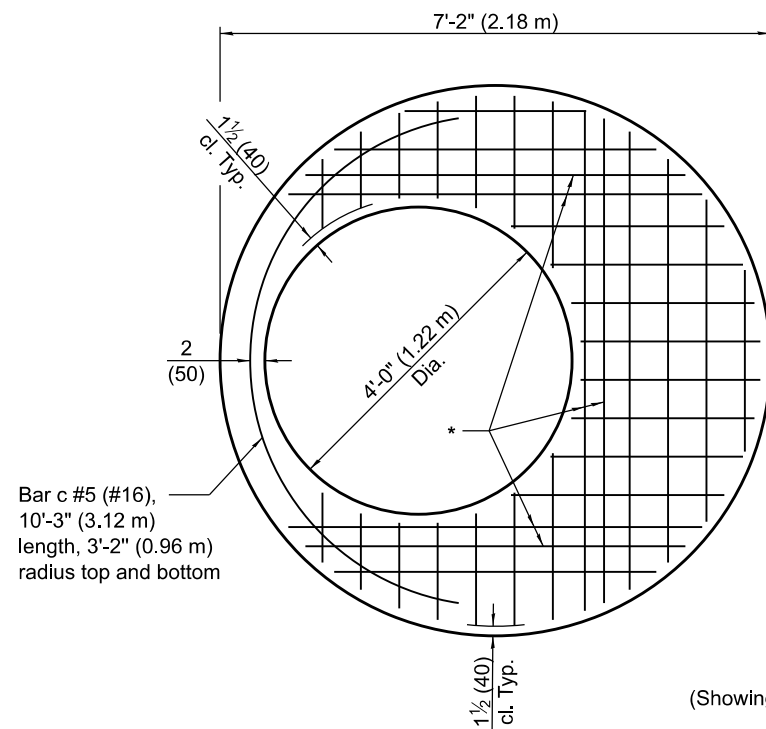
APPROVED January 1, 2021
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2021
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



PLAN - FLAT SLAB TOP
(Showing layout of bottom reinforcement bars and c bars)

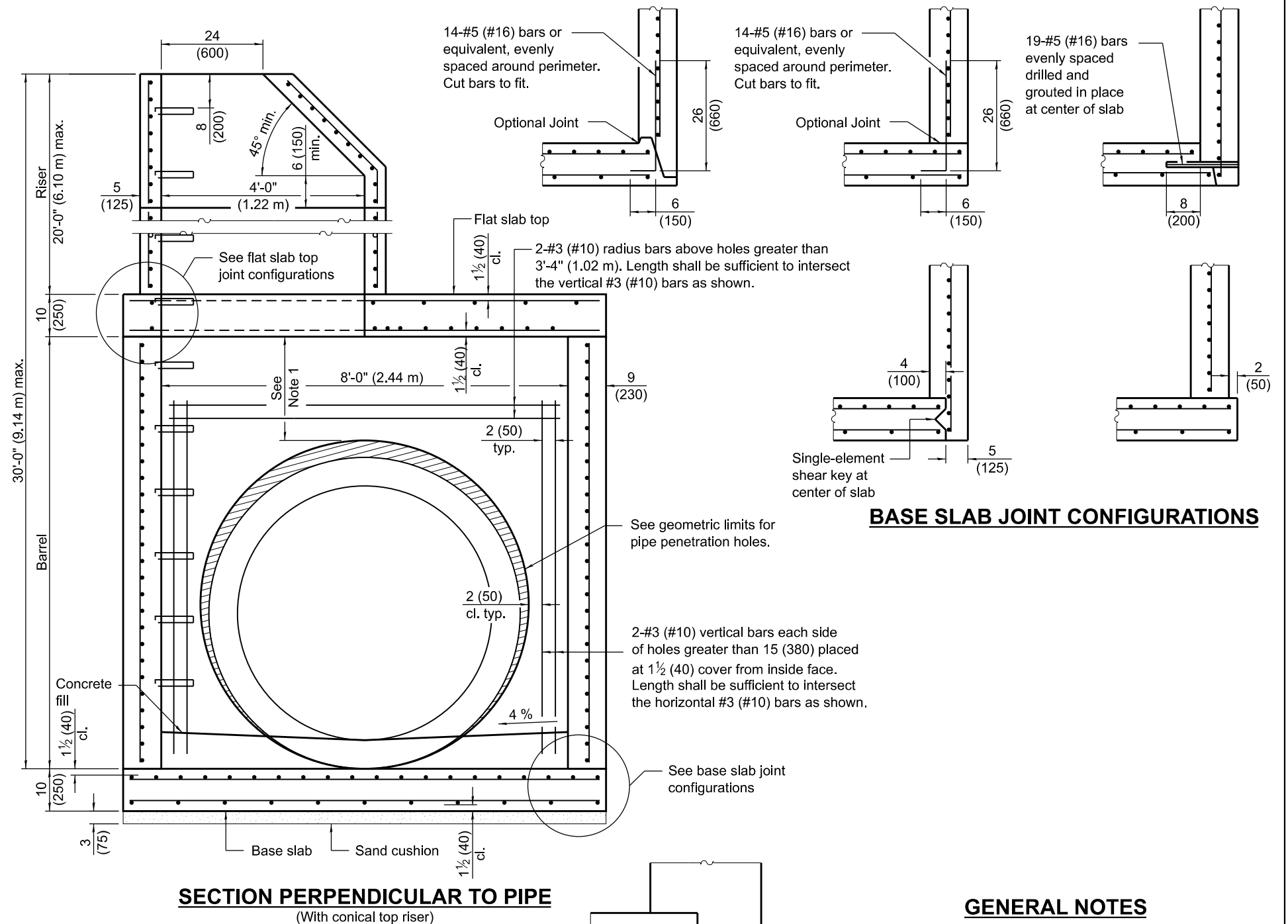
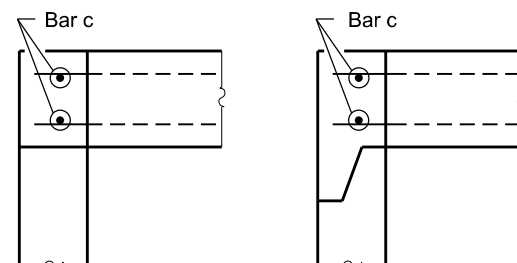
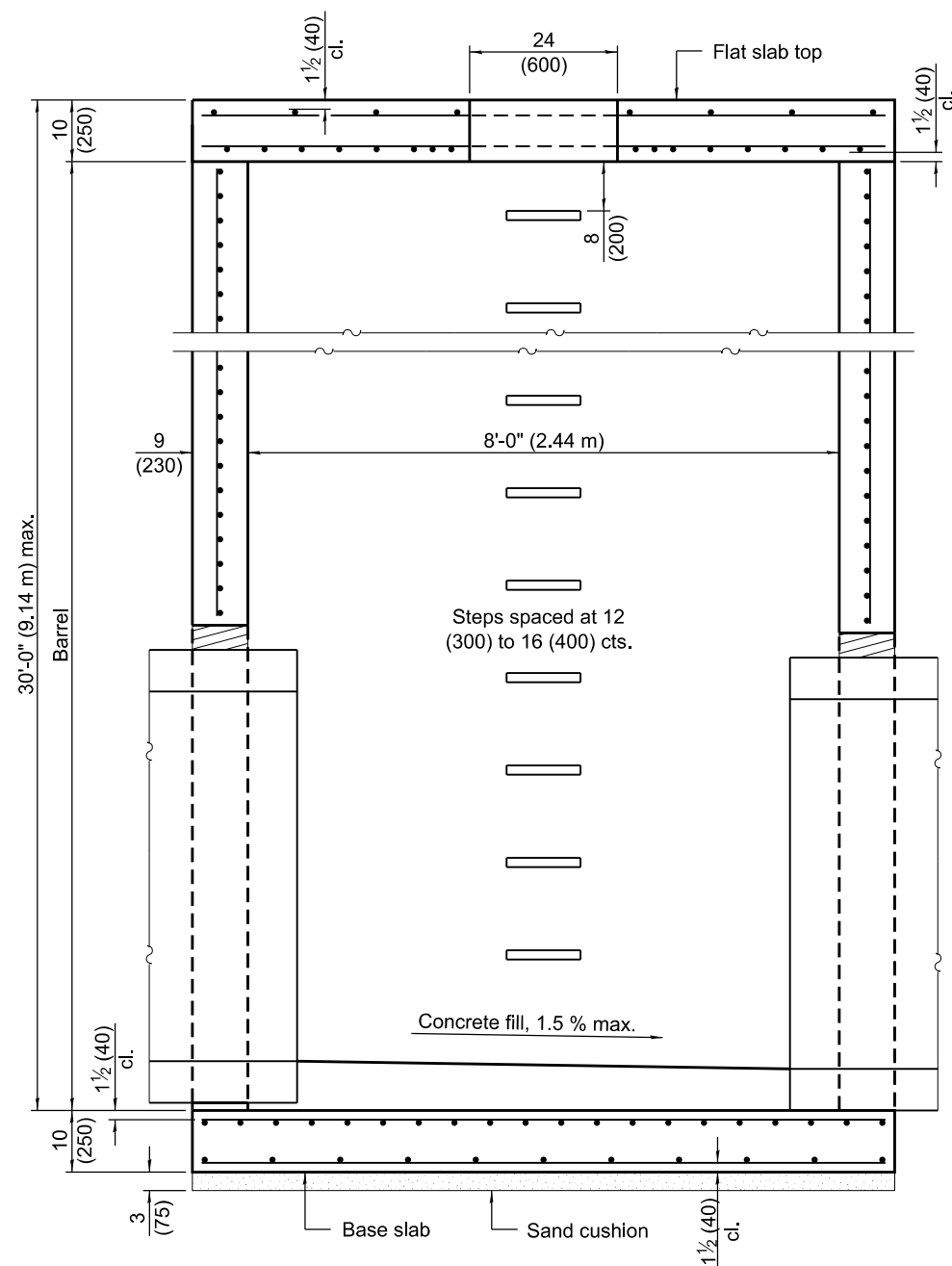


PLAN - FLAT SLAB TOP
(Showing layout of welded wire reinforcement and c bars)

* #5 (#16) bars for risers $\leq$ 10 ft. (3.05 m) tall or
#6 (#19) bars for risers > 10 ft. (3.05 m) tall bottom.
Bundle first bar with closest WWR bar to the opening
and place second bar $\pm$ 3 (75) away.

Illinois Department of Transportation	
APPROVED <u>January 1, 2021</u> ENGINEER OF POLICY AND PROCEDURES	ISSUED 1-1-97
APPROVED <u>January 1, 2021</u> ENGINEER OF DESIGN AND ENVIRONMENT	

PRECAST MANHOLE TYPE A 6' (1.83 m) DIAMETER (Sheet 2 of 3)
STANDARD 602406-11



BASE SLAB JOINT CONFIGURATIONS

GENERAL NOTES

Pipe holes shall be formed to facilitate proper placement of hole reinforcement.

The manufacturer shall ensure that all precast manhole sections are additionally reinforced where required to resist damage from handling, shipping and installation stresses.

Lifting holes shall be located in the sections as per the manufacturer's recommendations.

See Standard 602701 for details of manhole steps.

All dimensions are in inches (millimeters) unless otherwise noted.

SHEAR KEY GEOMETRY

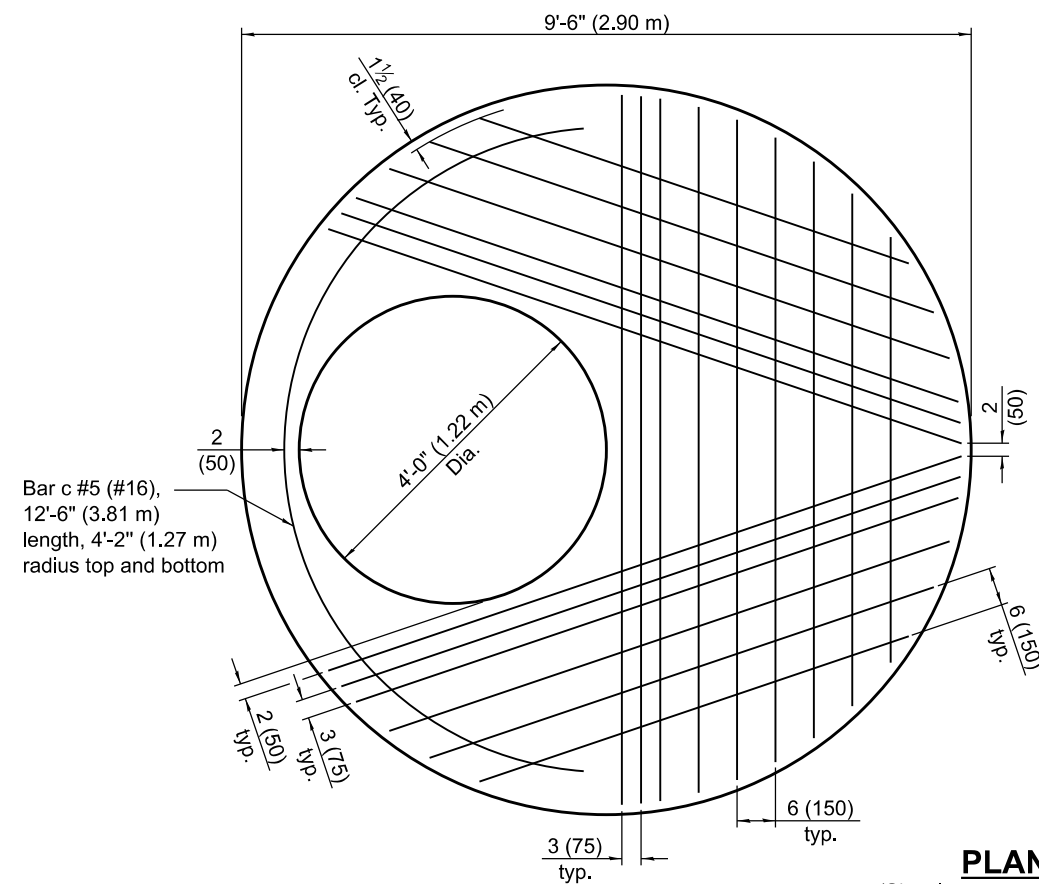
(Reinforcement not shown for clarity)

DATE	REVISIONS
1-1-21	Revised Note 1 and lifting hole general note.
3-1-19	Moved wall reinforcement from inside face to middle.

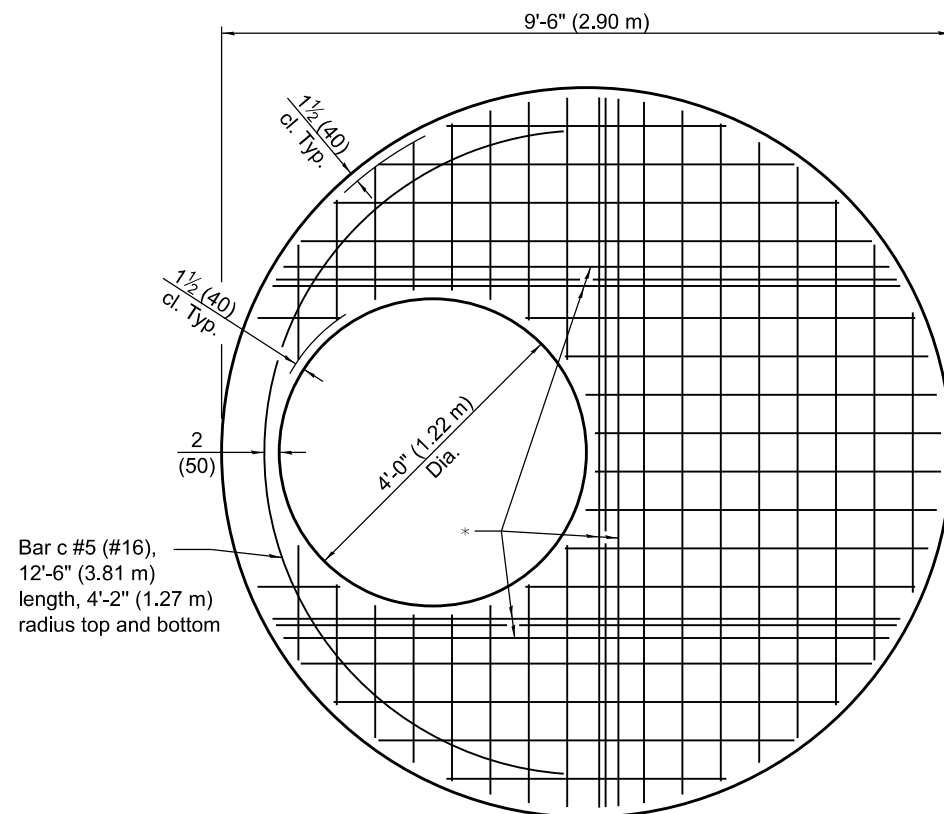
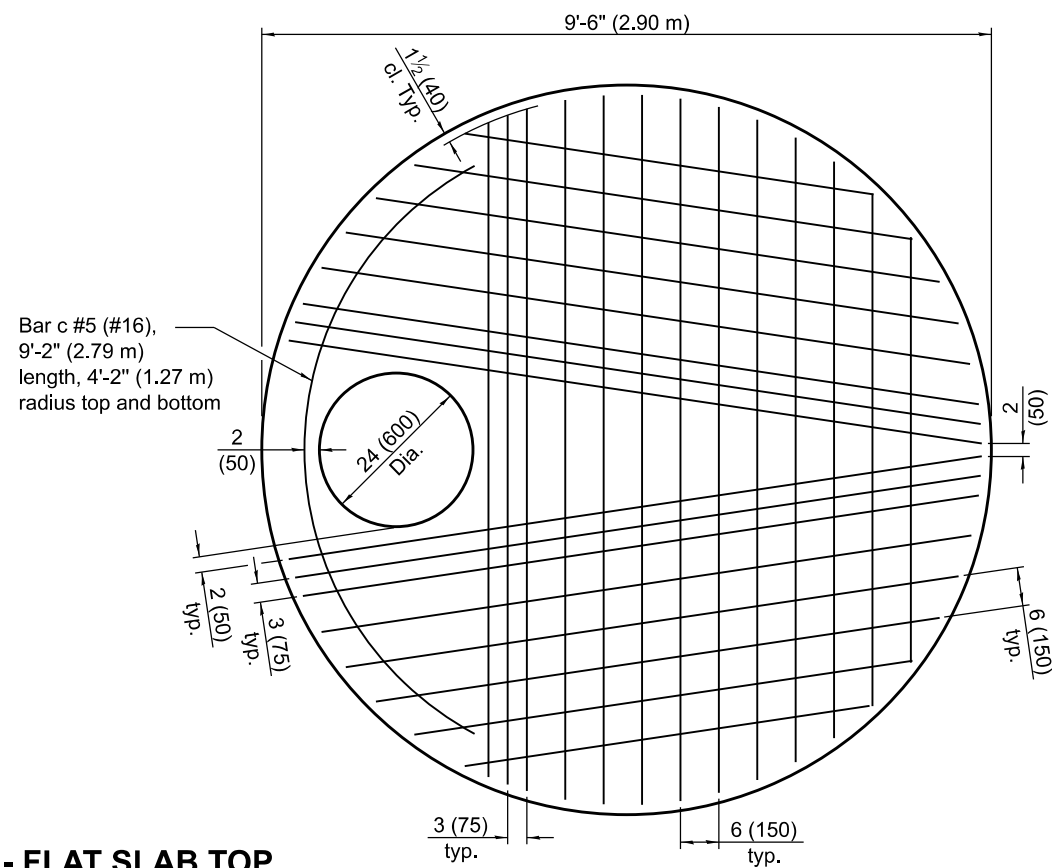
PRECAST MANHOLE TYPE A 8' (2.44 m) DIAMETER

Sheet 1 of 3)

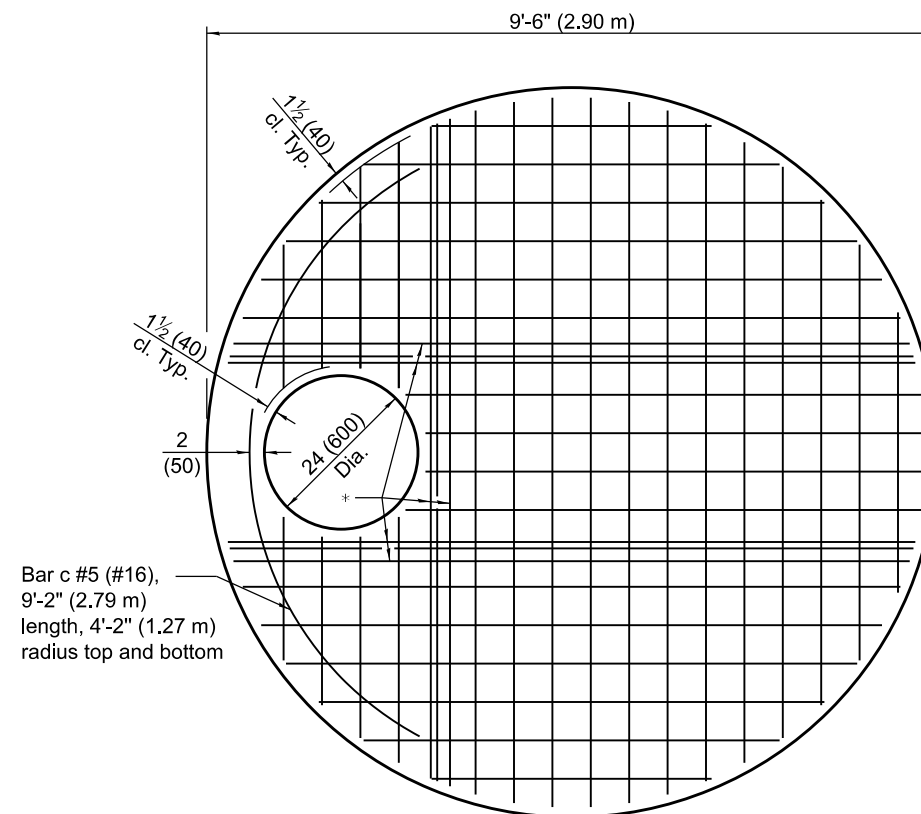
STANDARD 602416-09



PLAN - FLAT SLAB TOP
(Showing layout of bottom reinforcement bars and c bars)



PLAN - FLAT SLAB TOP
(Showing layout of Welded Wire Reinforcement and c bars)
WWR not permitted for riser heights > 10' (3.05 m).



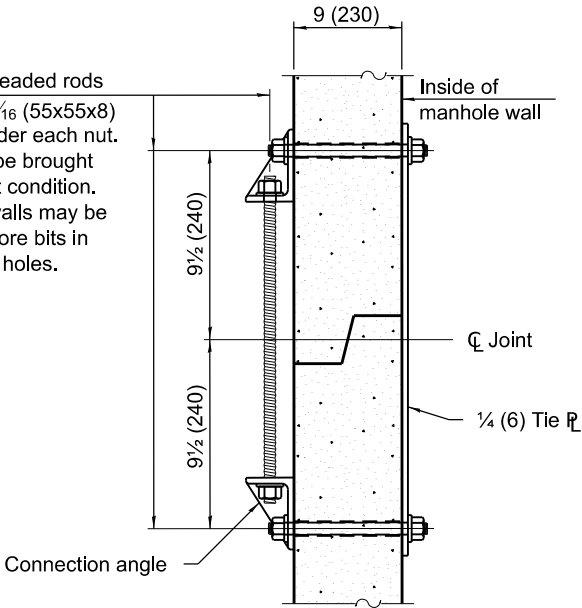
* #6 (#19) bars bottom. Bundle first bar with closest WWR bar to the opening and place second bar ±3 (75) away.

PRECAST MANHOLE TYPE A
8' (2.44 m) DIAMETER

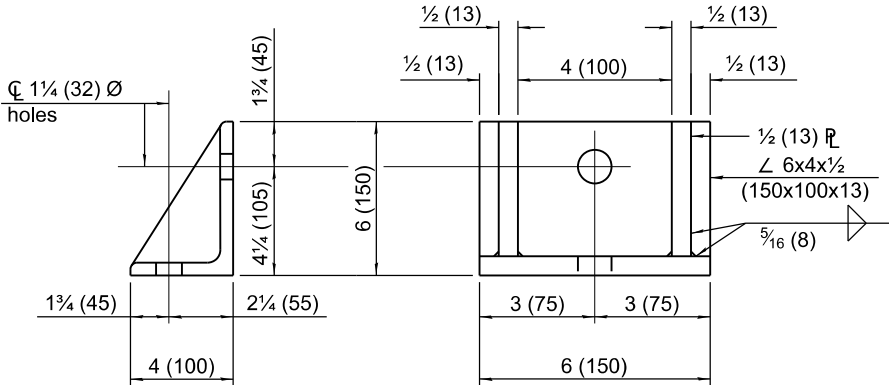
(Sheet 2 of 3)

STANDARD 602416-09

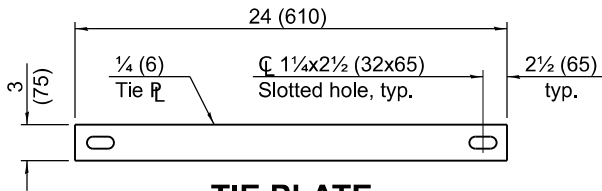
1(25) Ø Threaded rods
 with 2½x2½x⅝ (55x55x8)
 washers under each nut.
 All nuts shall be brought
 to a snug tight condition.
 Holes in the walls may be
 drilled using core bits in
 lieu of formed holes.



JOINT SPLICE



CONNECTION ANGLE



TIE PLATE

FLAT SLAB TOP REINFORCEMENT

Location	Riser Height (RH)	WWR (each direction)		Rebar (each direction except as noted)		
		A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Top Mat	All	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	#3 or #4 (#10) (#13)
Bottom Mat	RH ≤ 10 ft. (3.05 m)	** 0.88 sq. in./ft. (1863 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#6 (#19)
	RH > 10 ft. (3.05 m)	WWR not permitted				#7 (#22)

** Only one layer of WWR permitted to avoid congestion.

WALL REINFORCEMENT

Location	Orientation	WWR or Rebar	
		A _s (min.)	Spacing (max.)
4 ft. (1.22 m) Ø Riser	Circumferential	0.12 sq. in./ft. (254 sq. mm/m)	6 (150)
	Vertical	0.045 sq. in./ft. (95 sq. mm/m)	8 (200)
8 ft. (2.44 m) Ø Barrel	Circumferential	0.24 sq. in./ft. (508 sq. mm/m)	6 (150)
	Vertical	0.045 sq. in./ft. (95 sq. mm/m)	8 (200)

BASE SLAB REINFORCEMENT

Location	Riser Height (RH)/ Total Height (TH)	WWR or Rebar (each direction)	
		A _s (min.)	Spacing (max.)
Top Mat	RH ≤ 10 ft. (3.05 m) & TH ≤ 20 ft. (6.10 m)	0.36 sq. in./ft. (762 sq. mm/m)	6 (150)
	RH > 10 ft. (3.05 m) or TH > 20 ft. (6.10 m)	0.60 sq. in./ft. (1270 sq. mm/m)	6 (150)
Bottom Mat	All	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)

PRECAST MANHOLE TYPE A
 8' (2.44 m) DIAMETER

(Sheet 3 of 3)

STANDARD 602416-09

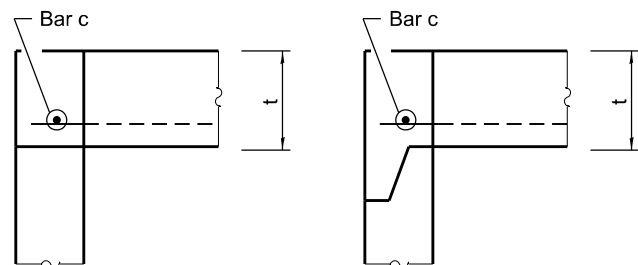
Illinois Department of Transportation

APPROVED January 1, 2021

 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2021

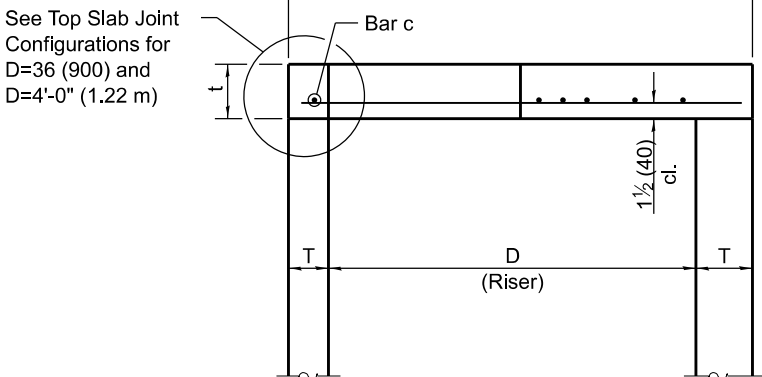
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 4-1-06

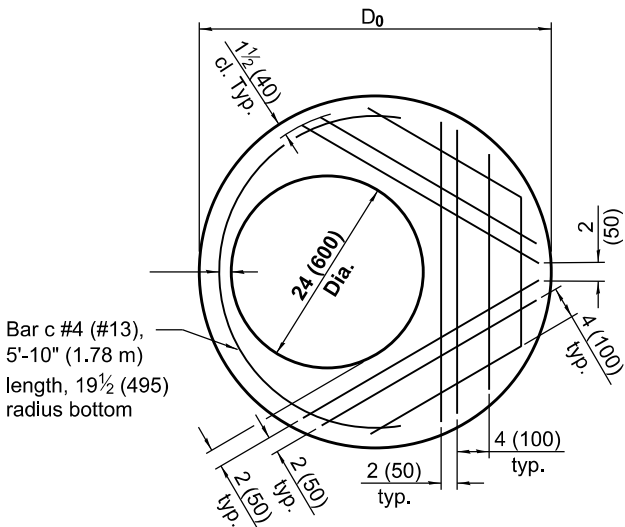


**FLAT SLAB TOP JOINT CONFIGURATIONS
FOR D = 36 (900) AND D = 4'-0" (1.22 m)**

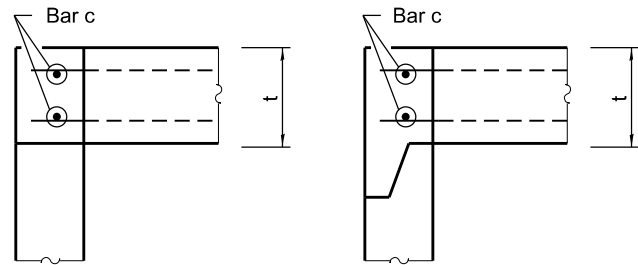
(Shown at access hole)



**SECTION THRU FLAT SLAB TOP
FOR D = 36 (900) AND D = 4'-0" (1.22 m)**

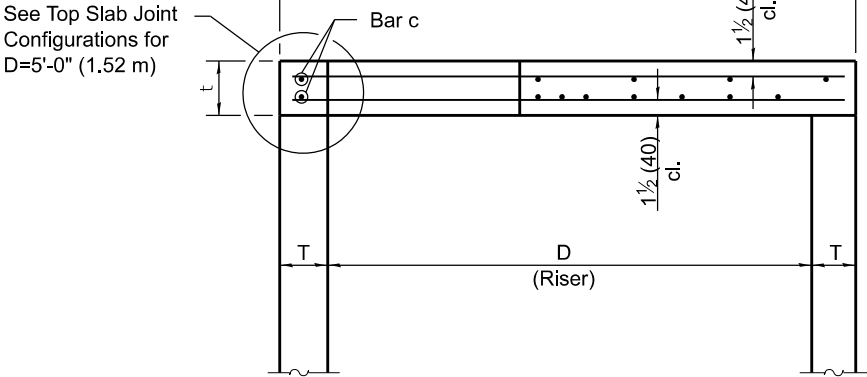


PLAN - FLAT SLAB TOP FOR D = 36 (900)
(Showing layout of reinforcement bars and c bars)

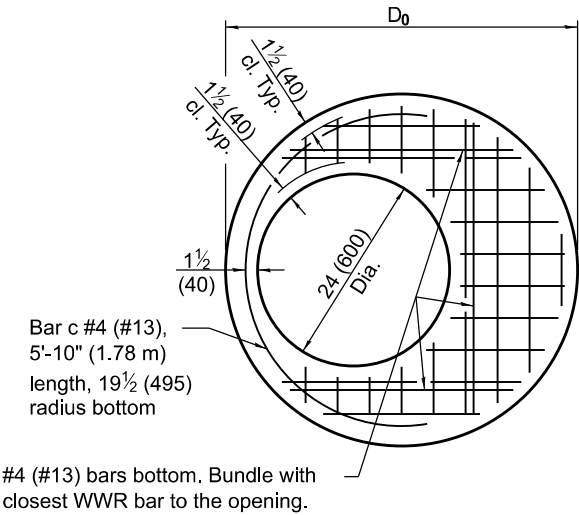


**FLAT SLAB TOP JOINT CONFIGURATIONS
D = 5'-0" (1.52 m)**

(Shown at access hole)



**SECTION THRU FLAT SLAB TOP
FOR D = 5'-0" (1.52 m)**



PLAN - FLAT SLAB TOP FOR D = 36 (900)
(Showing layout of welded wire reinforcement and c bars)

GENERAL NOTES

The flat slab top may be used in lieu of the tapered tops shown on Standards 602001, 602016, or 602306 at the option of the Contractor or when field conditions prohibit the use of tapered tops.

Lifting holes shall be located in the sections as per the manufacturer's recommendations.

All dimensions are in inches (millimeters) unless otherwise shown.

TABLE

D	T	D ₀ (min.)	t
36 (900)	See applicable Standards	D + 2T	6 (150)
4'-0" (1.2 m)			6 (150)
5'-0" (1.5 m)			8 (200)

DATE	REVISIONS	PRECAST REINFORCED CONCRETE FLAT SLAB TOP (Sheet 1 of 2)
1-1-19	Expanded / refined reinforcement options.	
1-1-18	Revised for compliance with LRFD.	STANDARD 602601-06

Illinois Department of Transportation

APPROVED January 1, 2021

Michael Bond

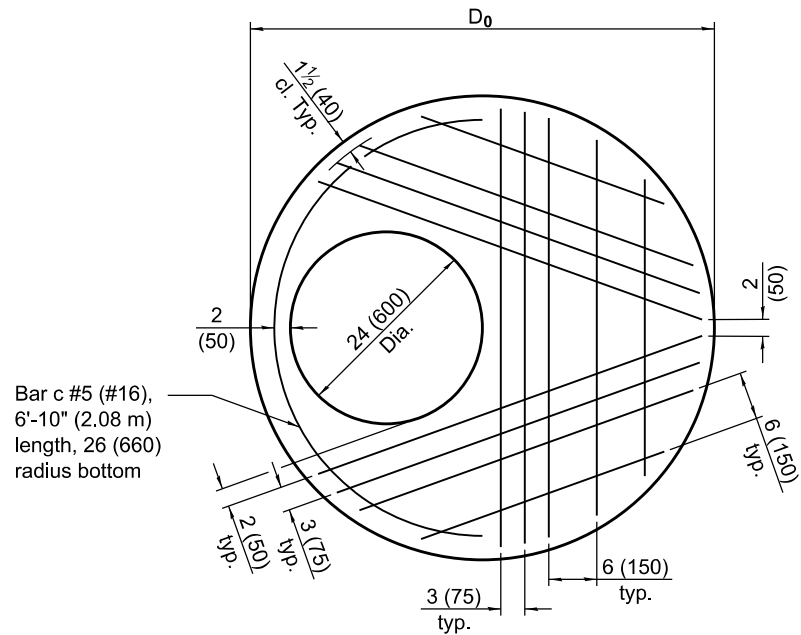
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2021

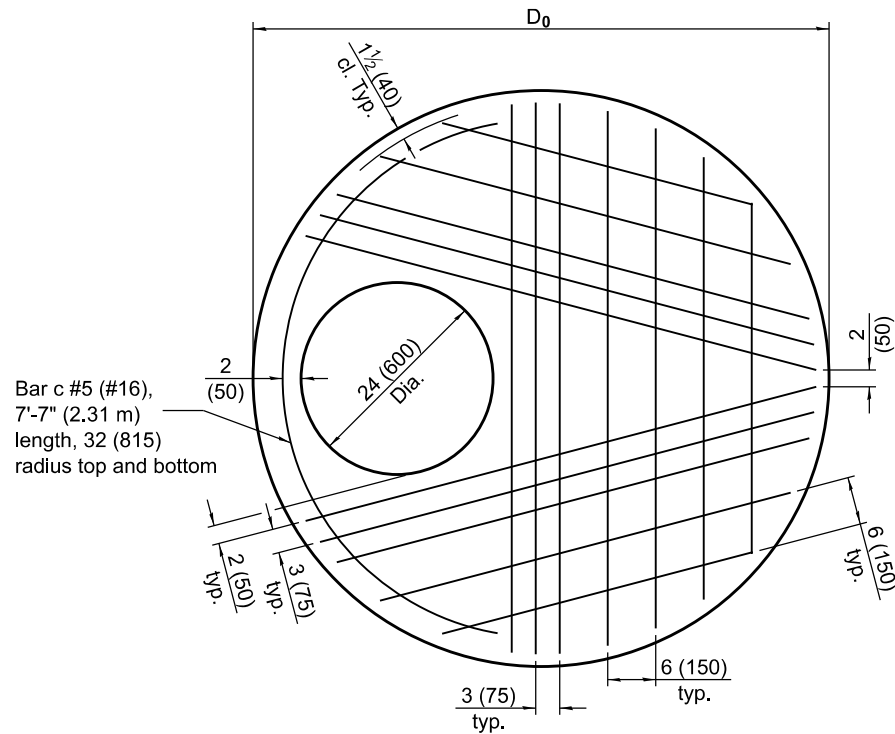
Scott E. Egan

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



PLAN - FLAT SLAB TOP FOR D = 4'-0" (1.22 m)
(Showing layout of reinforcement bars and c bars)



PLAN - FLAT SLAB TOP FOR D = 5'-0" (1.52 m)
(Showing layout of bottom reinforcement bars and c bars)

FLAT SLAB TOP REINFORCEMENT FOR D = 36 (900)

Location	WWR (each direction)		Rebar		
	A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Bottom Mat	* 0.60 sq. in./ft. (1270 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#4 (#13)

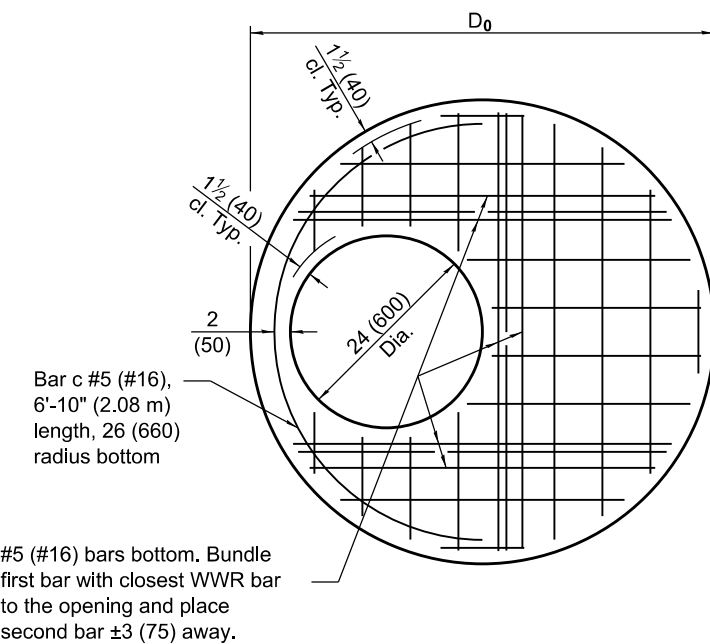
FLAT SLAB TOP REINFORCEMENT FOR D = 4'-0" (1.22 m)

Location	WWR (each direction)		Rebar		
	A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Bottom Mat	* 0.62 sq. in./ft. (1312 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#5 (#16)

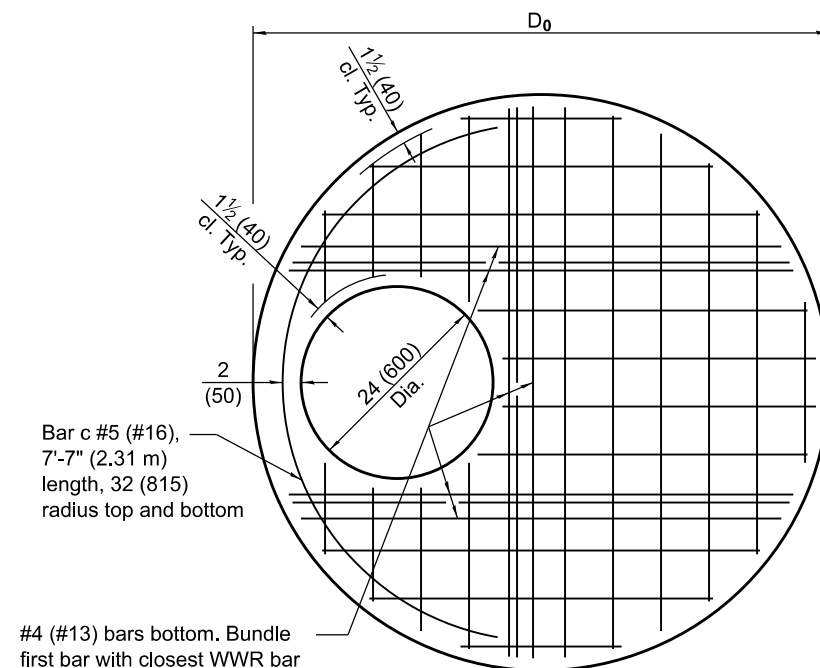
FLAT SLAB TOP REINFORCEMENT FOR D = 5'-0" (1.52 m)

Location	WWR (each direction)		Rebar (each direction except as noted)		
	A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Top Mat	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	#3 or #4 (#10) (#13)
Bottom Mat	* 0.40 sq. in./ft. (847 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#4 (#13)

* Only one layer of WWR permitted to avoid congestion.



PLAN - FLAT SLAB TOP FOR D = 4'-0" (1.22 m)
(Showing layout of welded wire reinforcement and c bars)

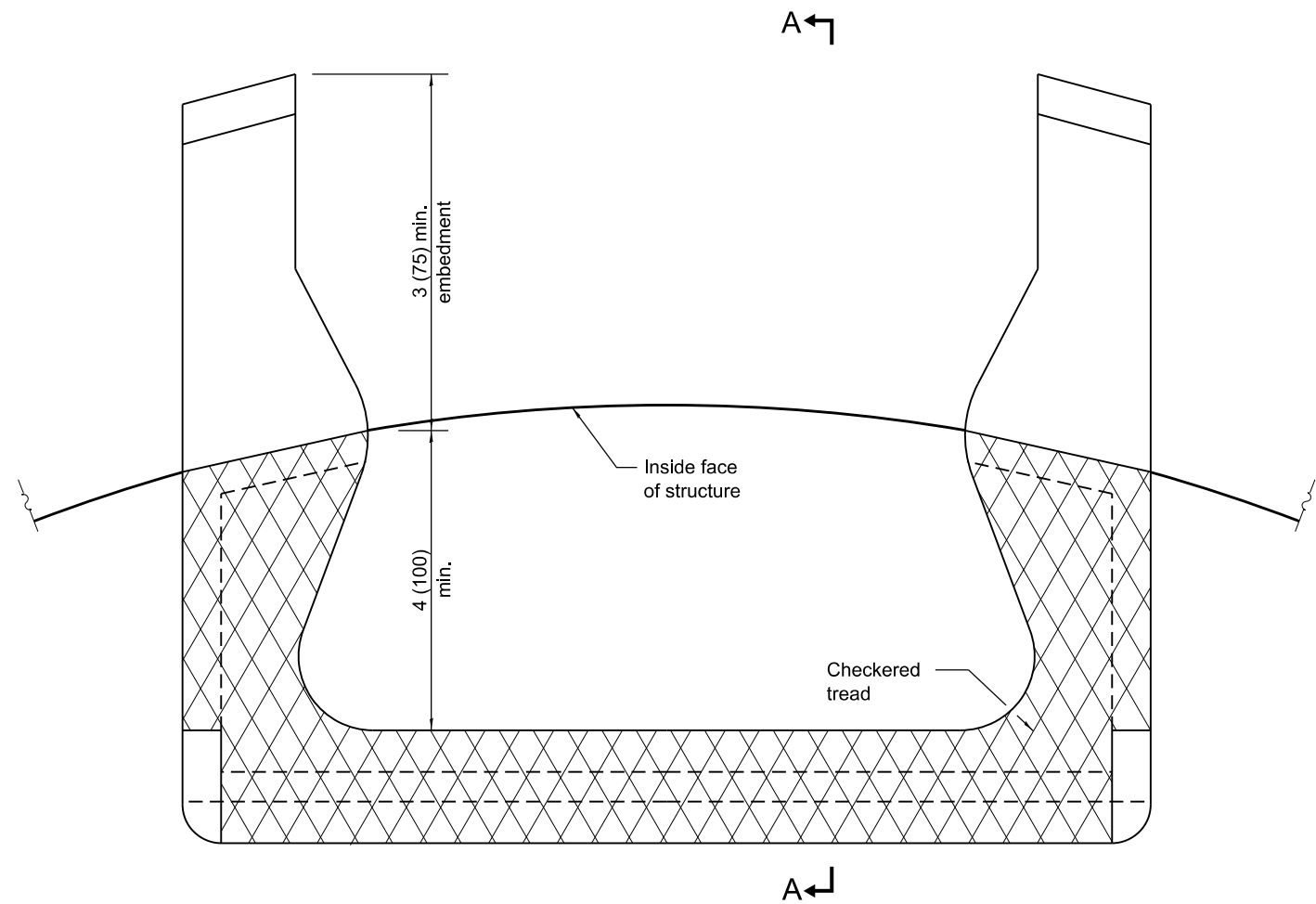


PLAN - FLAT SLAB TOP FOR D = 5'-0" (1.52 m)
(Showing layout of welded wire reinforcement and c bars)

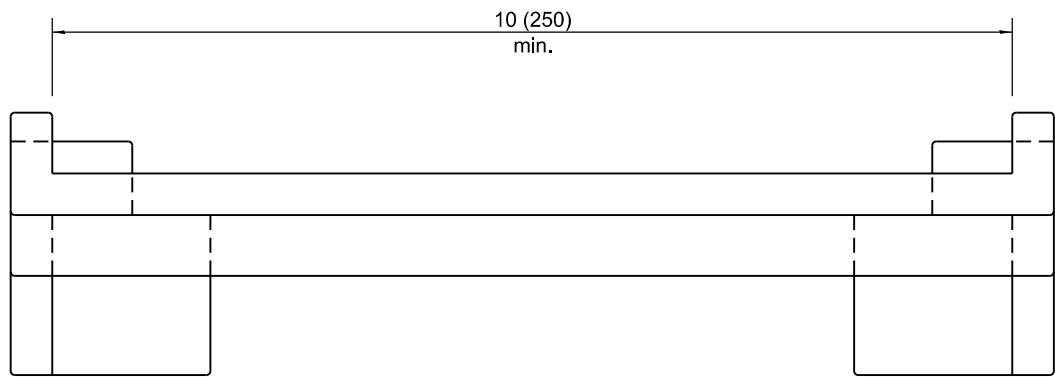
PRECAST REINFORCED CONCRETE FLAT SLAB TOP

(Sheet 2 of 2)

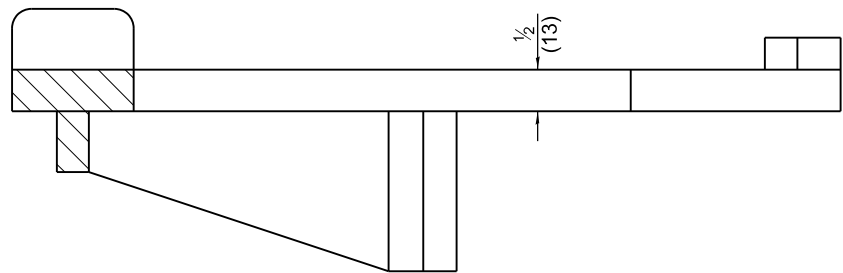
STANDARD 602601-06



PLAN VIEW



ELEVATION VIEW



SECTION A-A

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-09	Switched units to English (metric).
4-1-06	Revised title, drawings, and added plastic steps on sheet 2.

MANHOLE STEPS

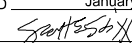
(Sheet 1 of 2)

STANDARD 602701-02

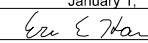


Illinois Department of Transportation

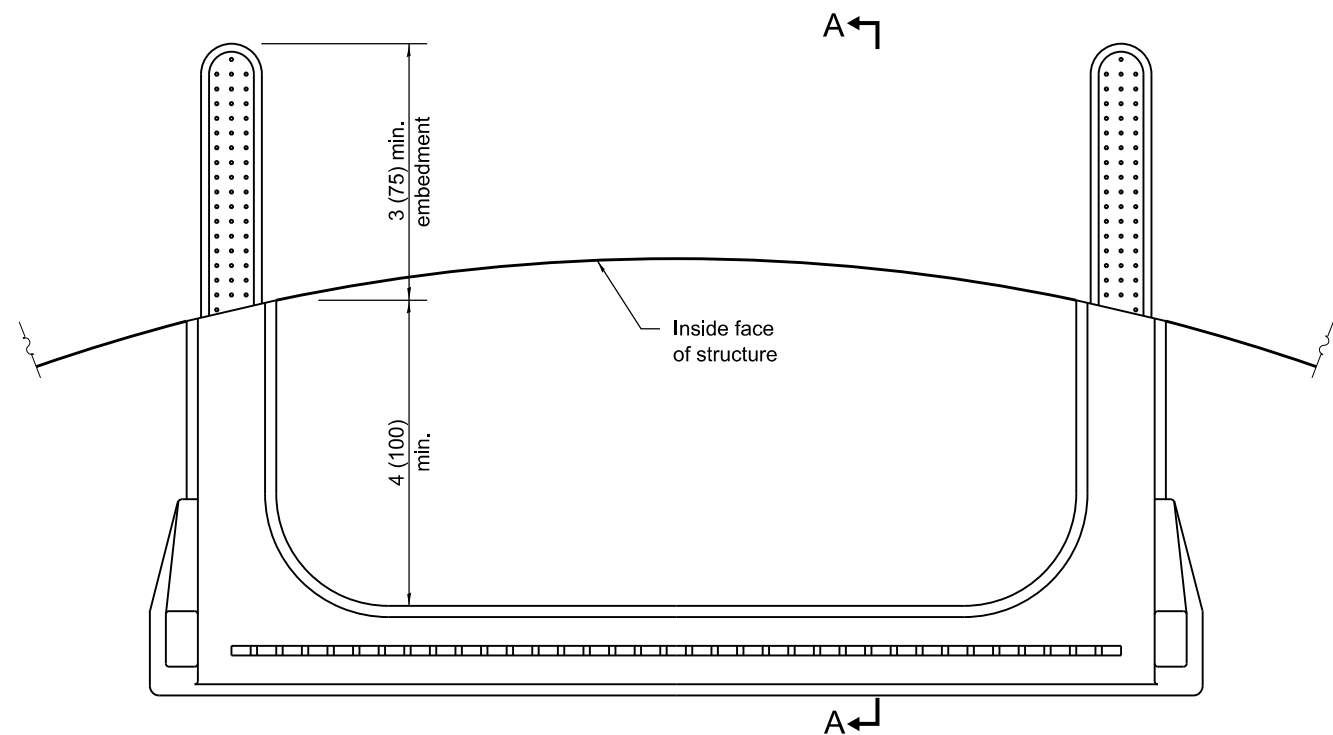
APPROVED January 1, 2009


ENGINEER OF POLICY AND PROCEDURES

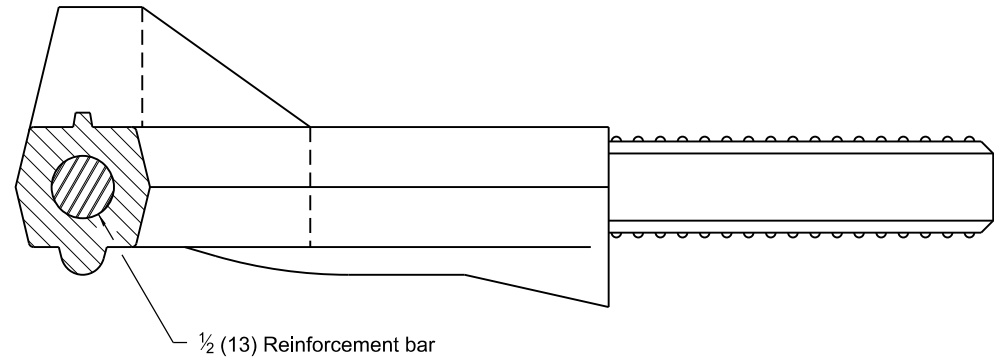
APPROVED January 1, 2009


ENGINEER OF DESIGN AND ENVIRONMENT

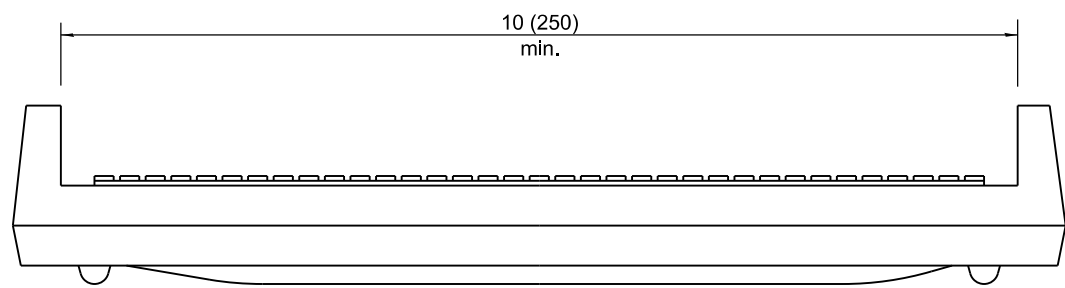
ISSUED 1-1-97



PLAN VIEW



SECTION A-A

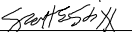


ELEVATION VIEW

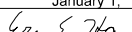


Illinois Department of Transportation

APPROVED January 1, 2009


ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2009

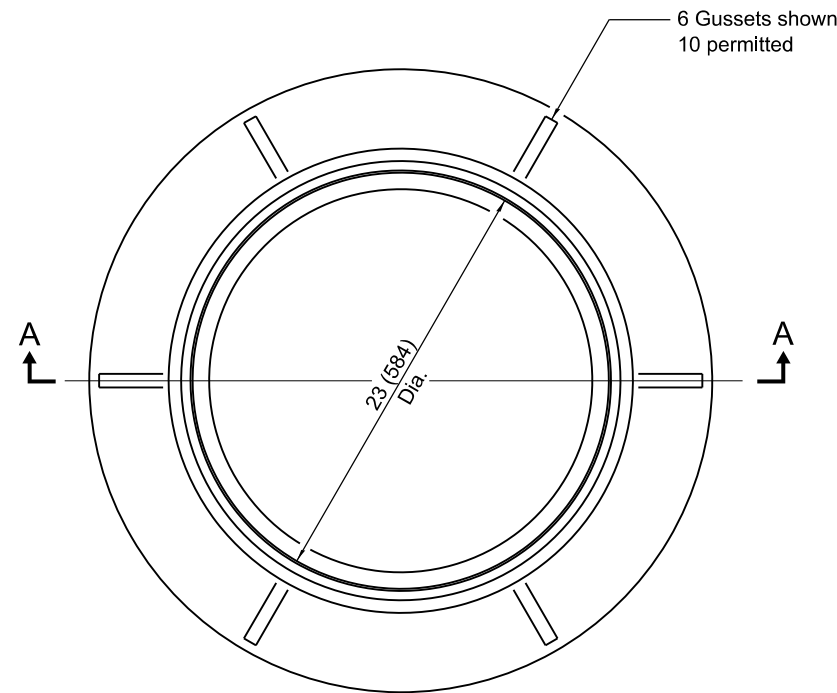

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

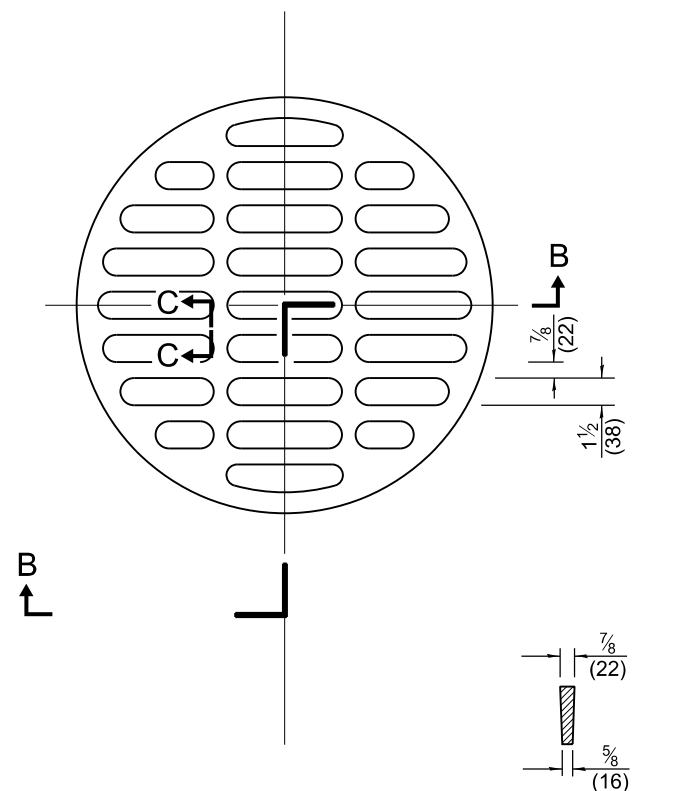
MANHOLE STEPS

(Sheet 2 of 2)

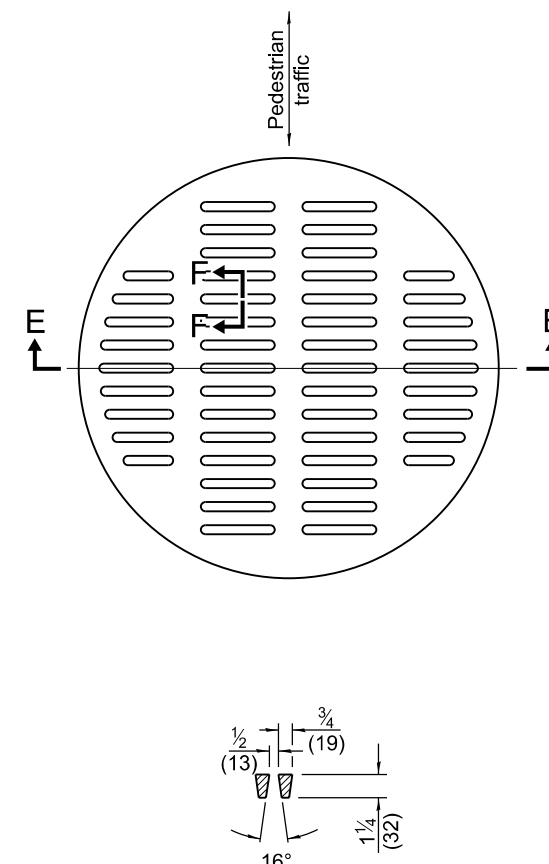
STANDARD 602701-02



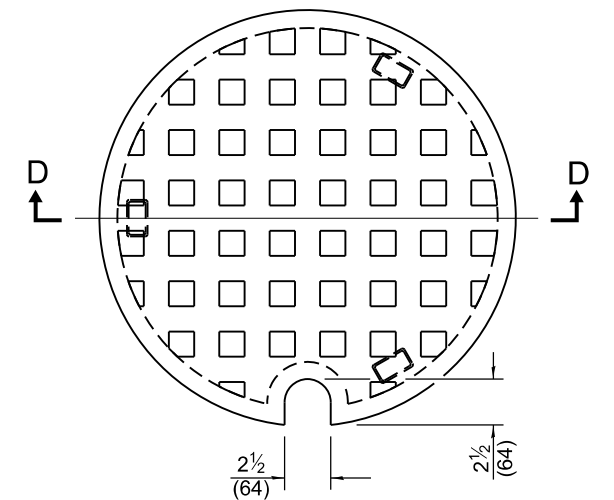
CAST FRAME



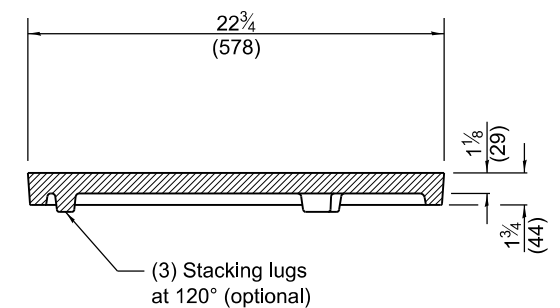
SECTION C-C



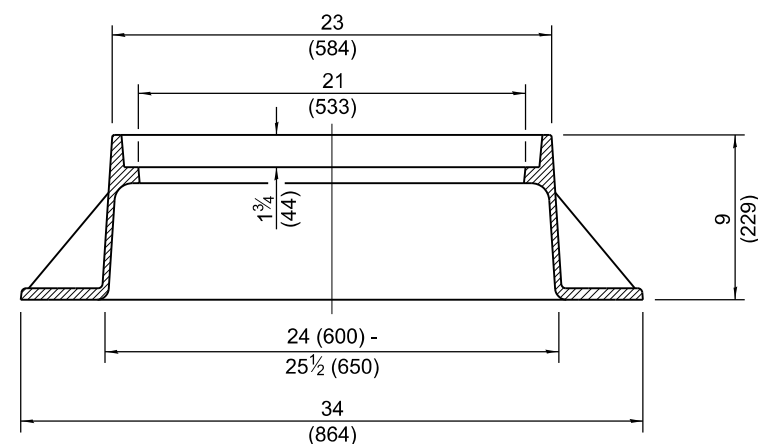
SECTION F-F



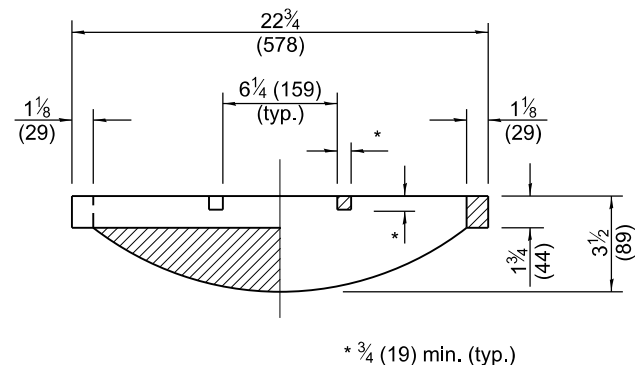
SECTION D-D



CAST CLOSED LID
Gray Iron Lid

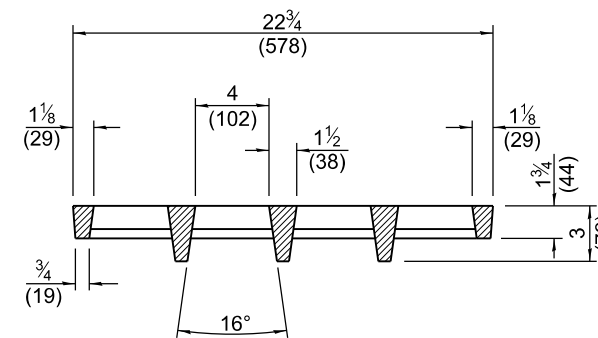


SECTION A-A
Gray Iron



SECTION B-B

CAST OPEN LID



SECTION E-E

**ADA COMPLIANT
CAST OPEN LID**

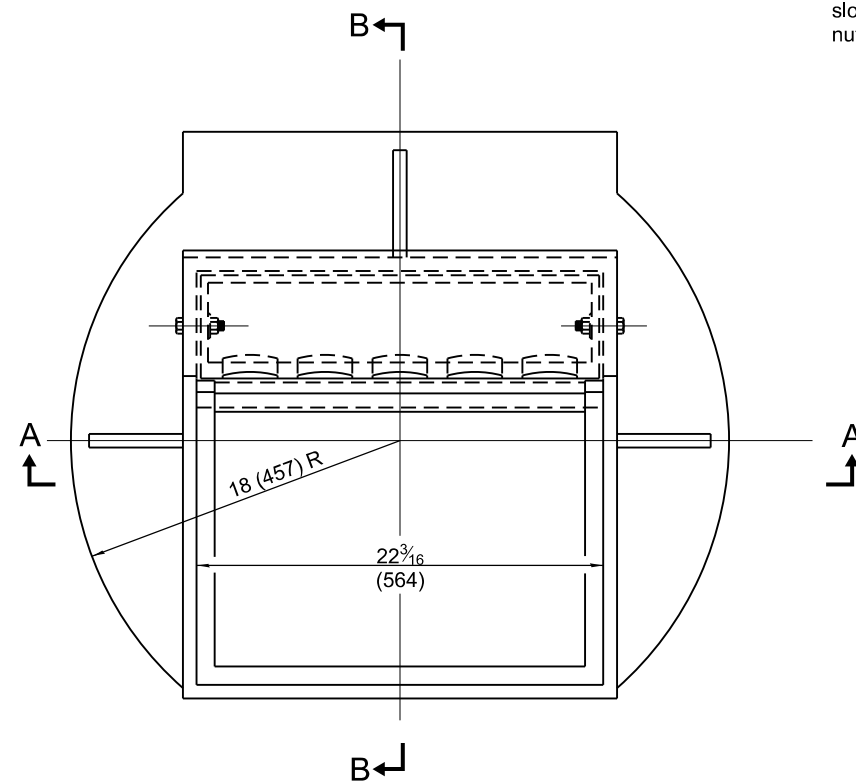
All dimensions are in inches (millimeters)
unless otherwise shown.

Illinois Department of Transportation	
APPROVED <u>January 1, 2020</u> ENGINEER OF POLICY AND PROCEDURES	ISSUED 1-1-97
APPROVED <u>January 1, 2020</u> ENGINEER OF DESIGN AND ENVIRONMENT	

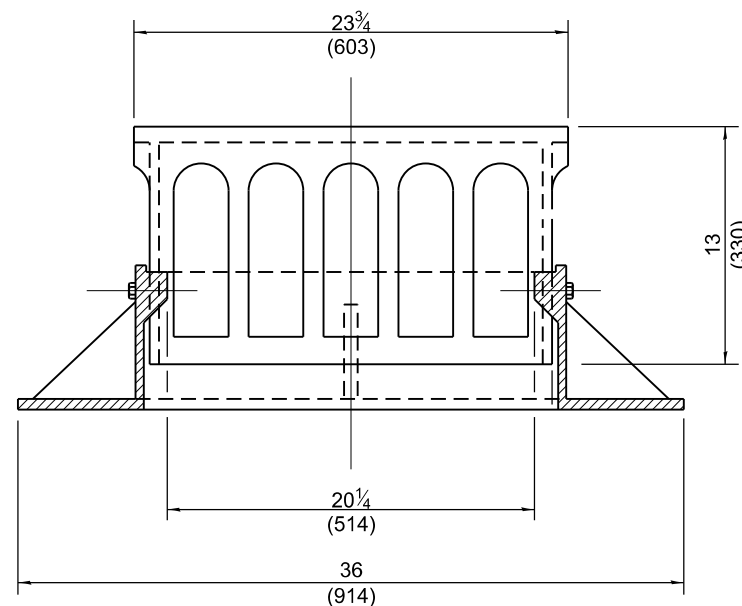
DATE	REVISIONS
1-1-20	Revised dimension in Section B-B of cast open lid.
1-1-15	Revised dimensioning of frame.
	Added ADA compliant open lid.

**FRAME AND LIDS
TYPE 1**

STANDARD 604001-05



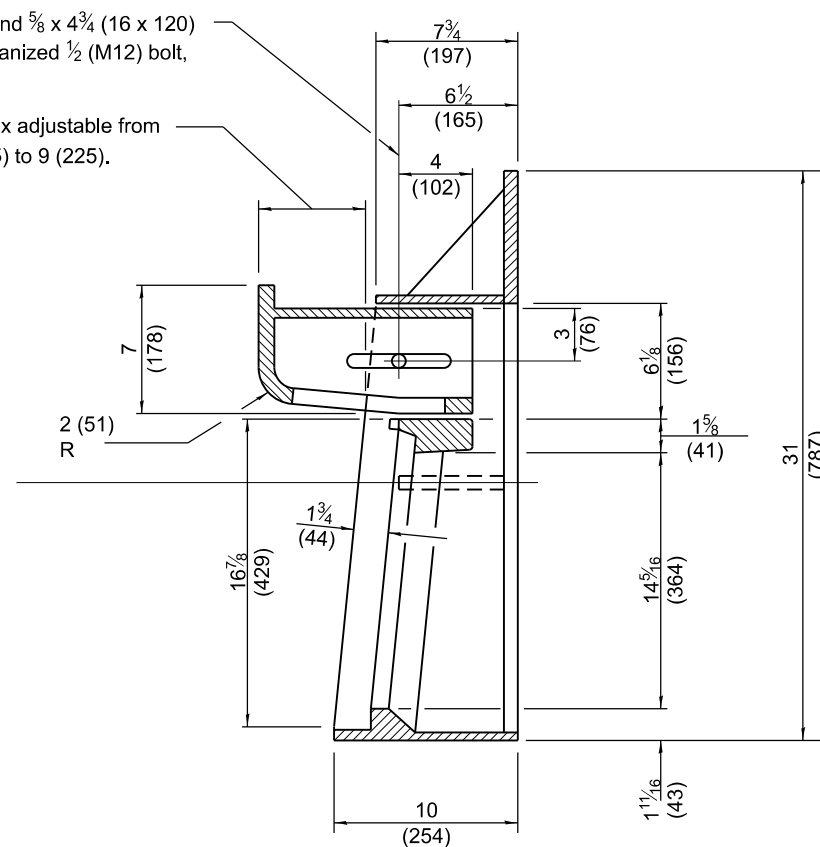
CAST FRAME



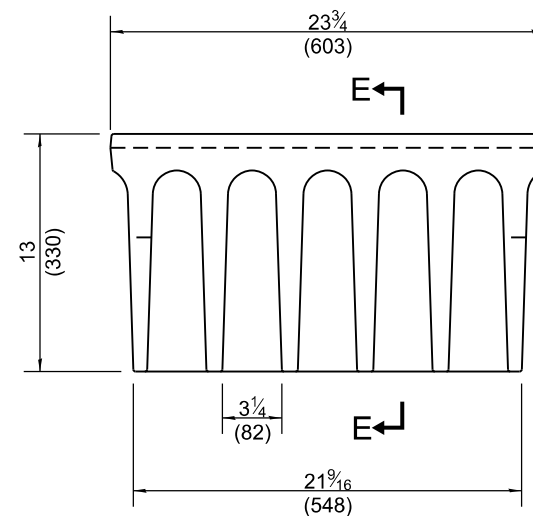
SECTION A-A

⌀ 5/8 (16) dia. hole and 5/8 x 4 3/4 (16 x 120) slotted hole for galvanized 1/2 (M12) bolt, nut and washer.

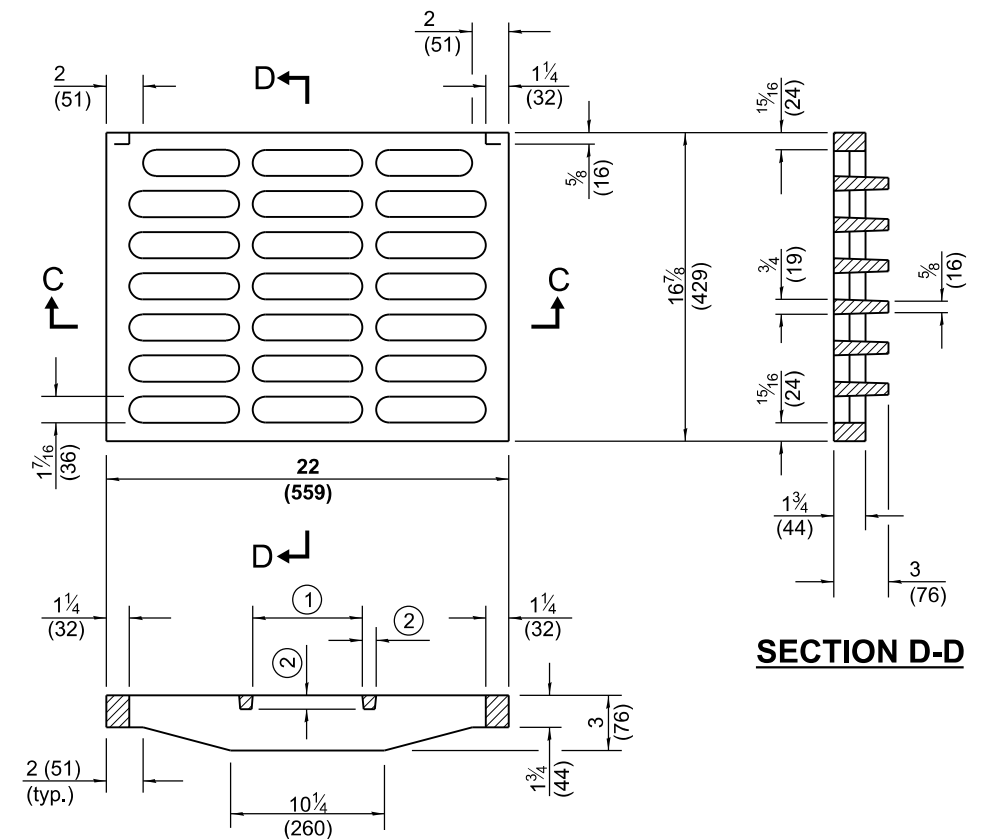
Curb box adjustable from 5 1/4 (135) to 9 (225).



SECTION B-B



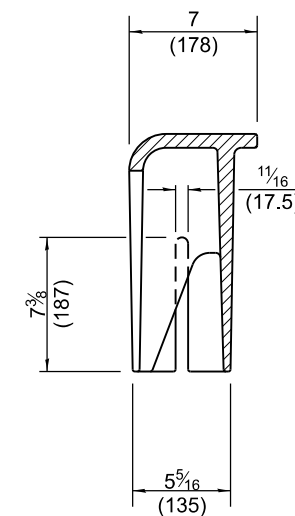
ALTERNATE CURB BOX



SECTION C-C

- ① = 6 (152) typ.
- ② = 3/4 (19) typ.

CAST GRATE



SECTION E-E

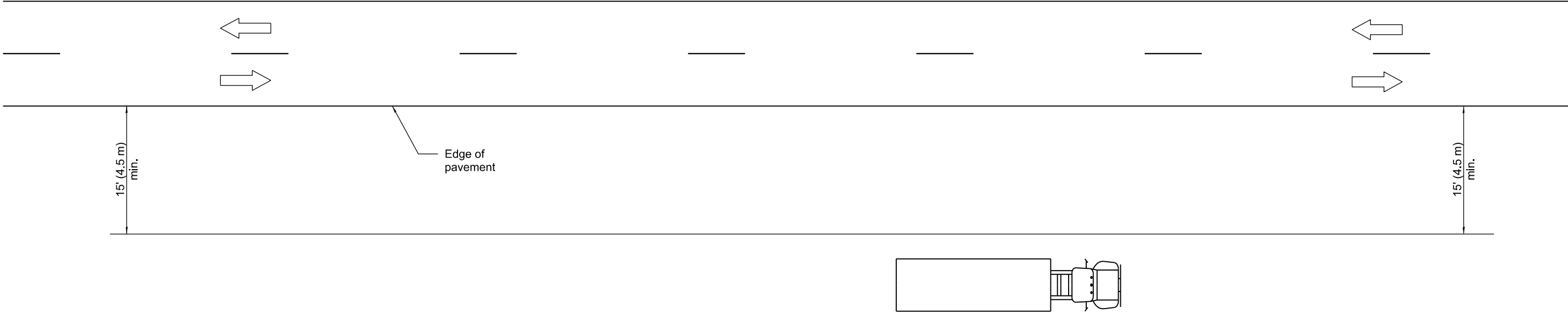
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED <u>Michael Brand</u> ENGINEER OF POLICY AND PROCEDURES	January 1, 2015
APPROVED <u>[Signature]</u> ENGINEER OF DESIGN AND ENVIRONMENT	January 1, 2015
ISSUED 1-1-97	

DATE	REVISIONS
1-1-15	Revised dimensions of frame and alternate curb box.
1-1-09	Switched units to English (metric).

**FRAME AND GRATE
TYPE 3**

STANDARD 604006-05



TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Fencing contracts and maintenance
- Cleaning culverts

GENERAL NOTES

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

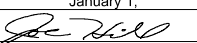
When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701006.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE		OFF-RD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5 m) AWAY
1-1-09	Switched units to English (metric).	
1-1-05	Revised title and notes.	STANDARD 701001-02

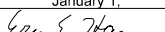
 Illinois Department of Transportation

APPROVED January 1, 2009



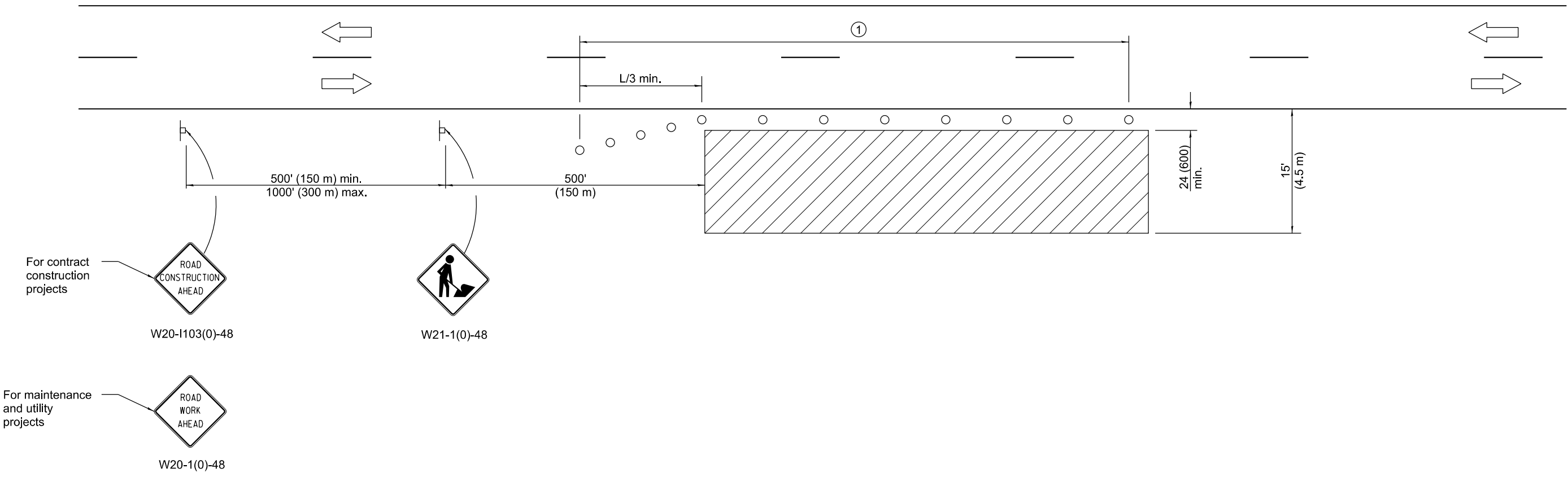
ENGINEER OF OPERATIONS

APPROVED January 1, 2009



ENGINEER OF DESIGN AND ENVIRONMENT

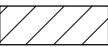
ISSUED 1-1-97



TYPICAL APPLICATIONS

Utility operations
Culvert extensions
Side slope changes
Guardrail installation and maintenance
Delineator installation
Landscaping operations
Shoulder repair
Sign installation and maintenance

SYMBOLS

-  Work area
-  Sign
-  Cone, drum or barricade

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$

W = Width of offset
in feet (meters).

S = Normal posted speed
mph (km/h).

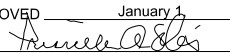
All dimensions are in inches (millimeters)
unless otherwise shown.

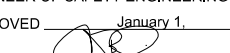
DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

**OFF-RD OPERATIONS, 2L, 2W,
15' (4.5 m) TO 24" (600 mm)
FROM PAVEMENT EDGE**

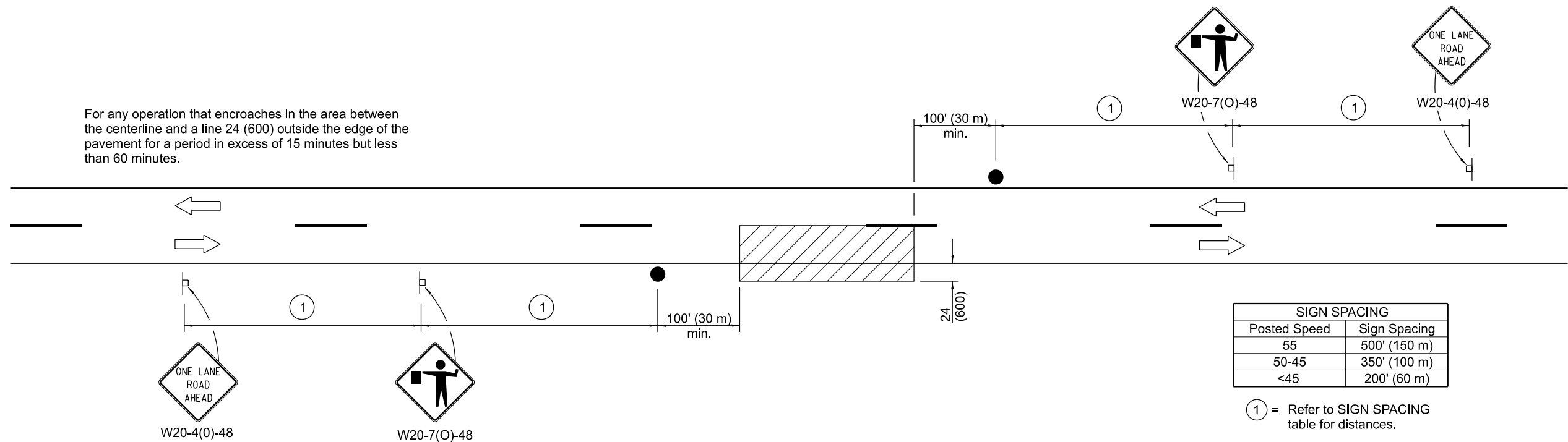
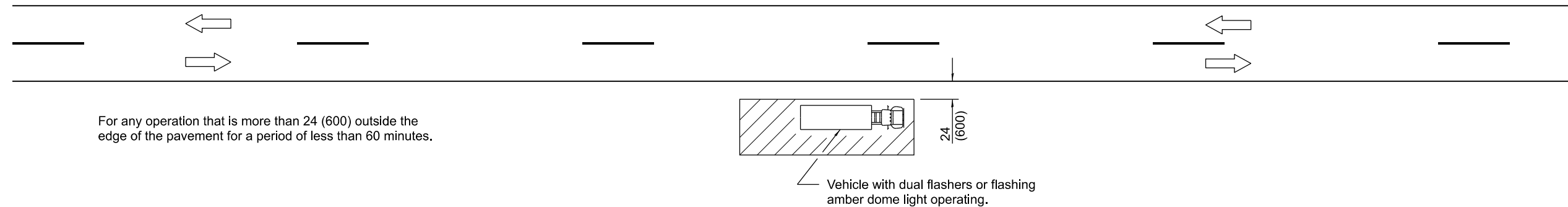
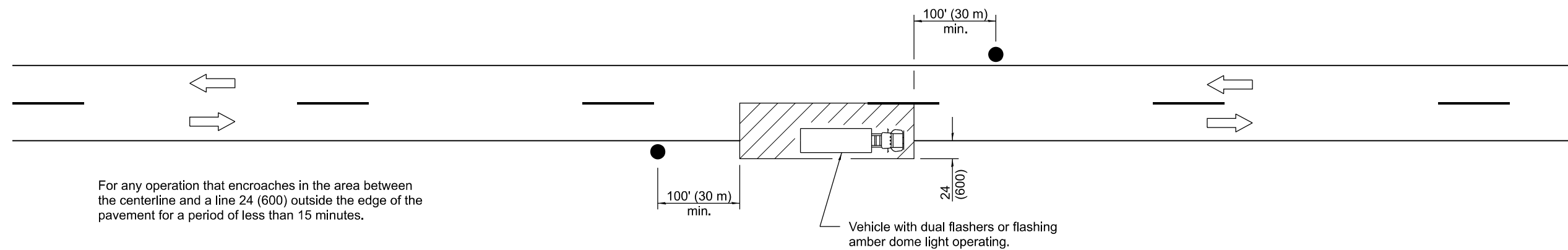
STANDARD 701006-05

**Illinois Department of Transportation**

APPROVED January 1, 2014

ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2014

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



TYPICAL APPLICATIONS

Marking patches
Field survey
String line
Utility operations
Cleaning up debris on pavement

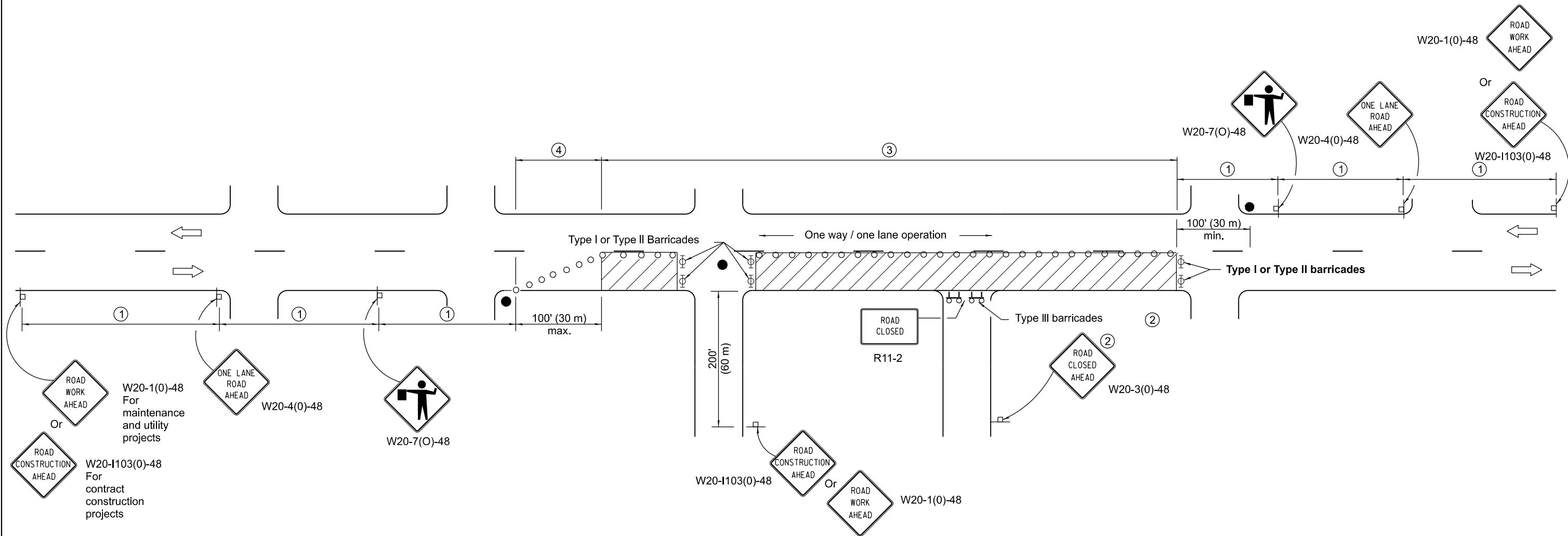
SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED January 1, 2011	ISSUED 1-1-97
ENGINEER OF SAFETY ENGINEERING	
APPROVED January 1, 2011	
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
1-1-11	Revised flagger sign.	
1-1-09	Switched units to English (metric).	STANDARD 701301-04



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED

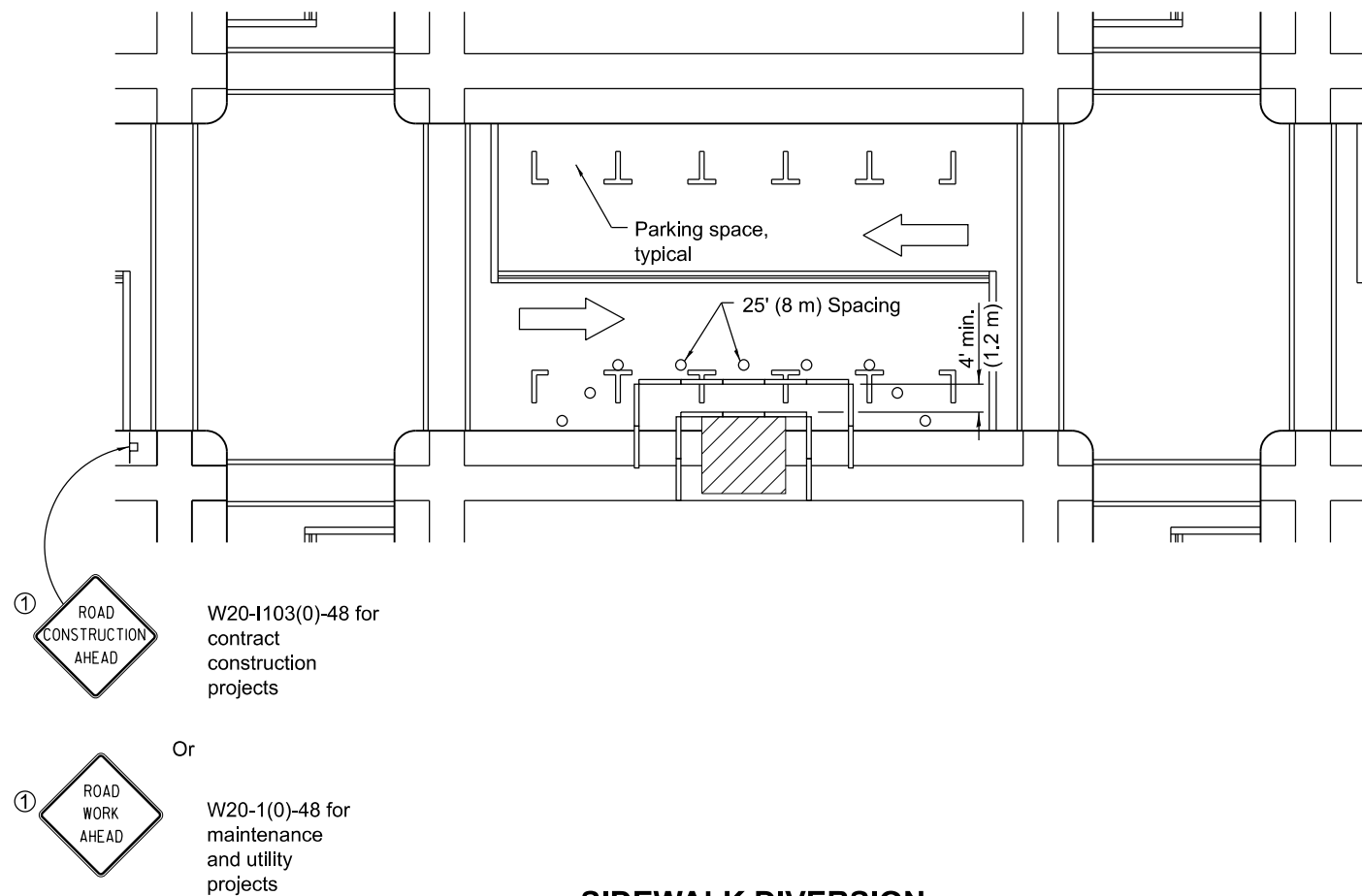
STANDARD 701501-06

Illinois Department of Transportation

APPROVED January 1, 2011
[Signature]
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011
[Signature]
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

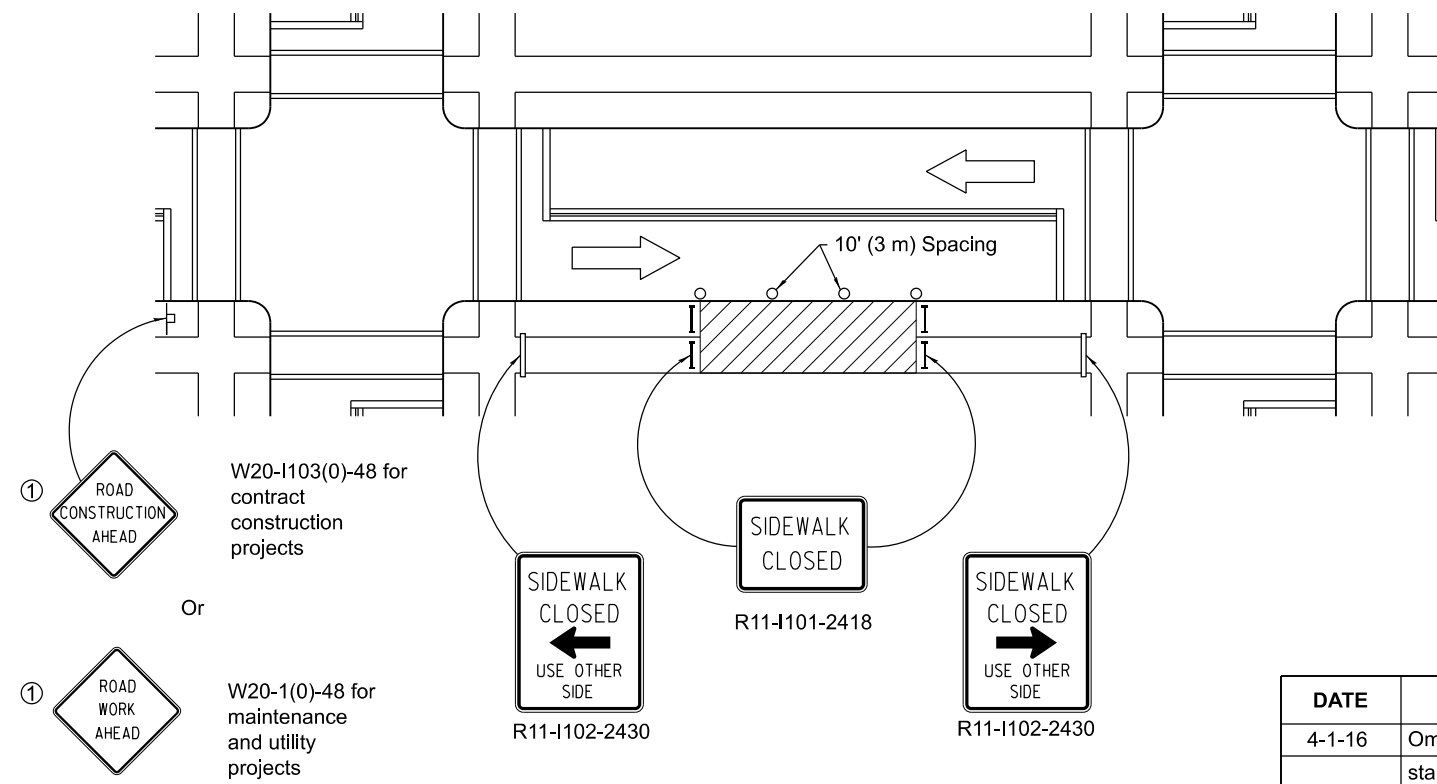
The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



SIDEWALK CLOSURE

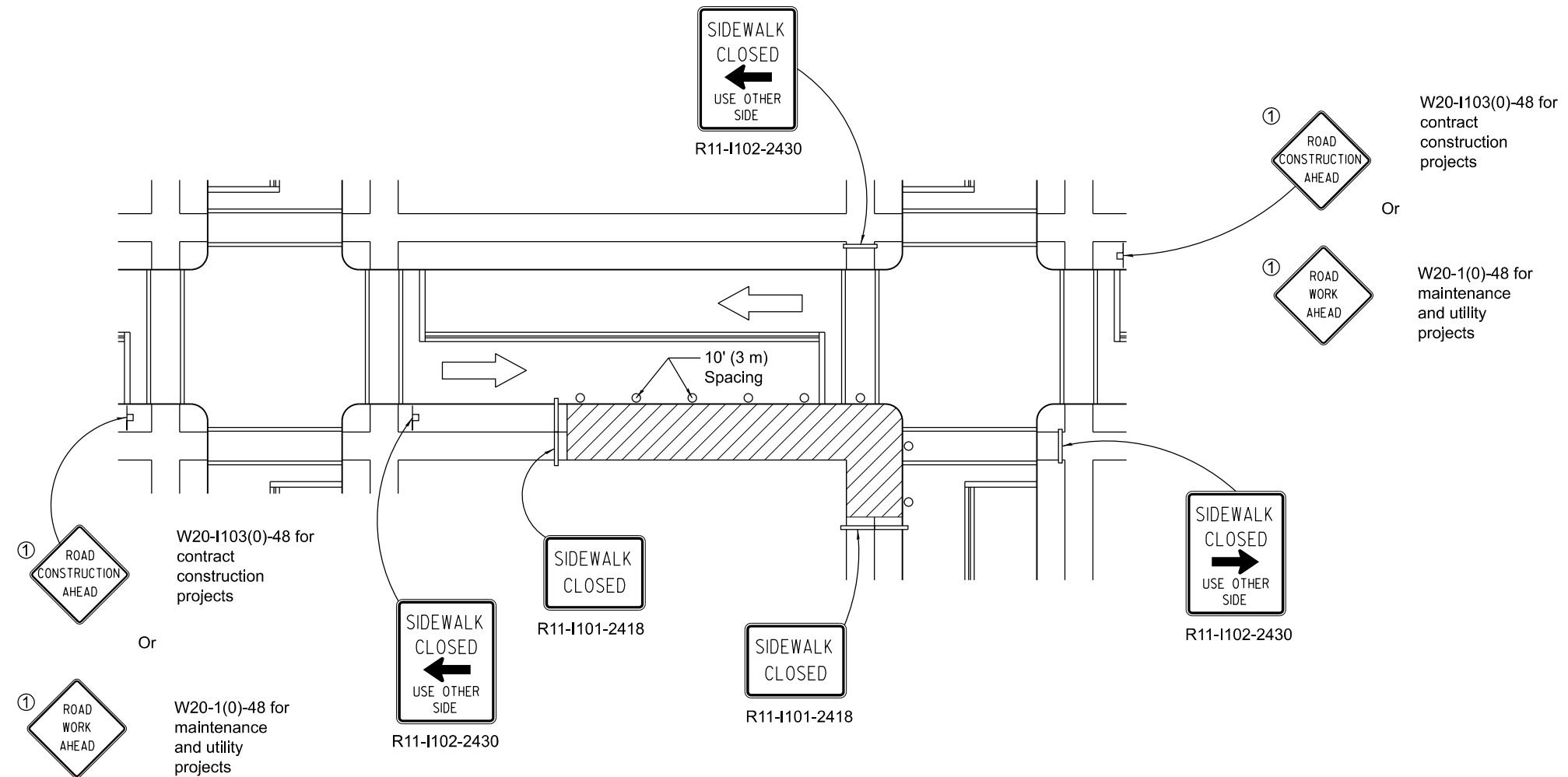
DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the standard spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views.
	Renamed Standard.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

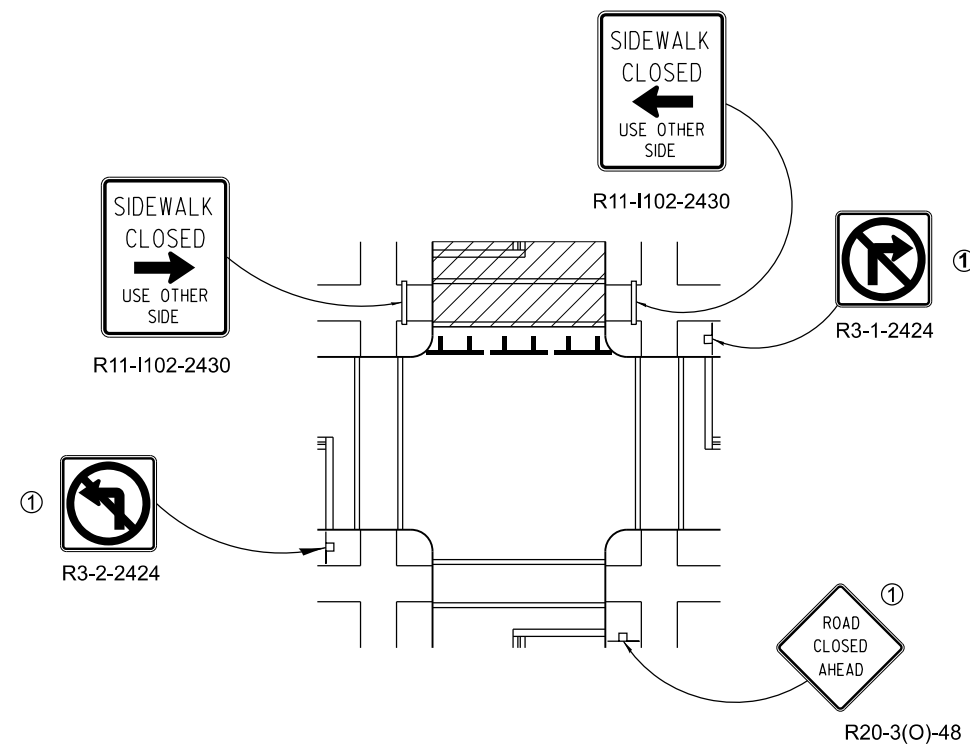
(Sheet 1 of 2)

STANDARD 701801-06

	Illinois Department of Transportation
APPROVED _____ January 1, 2016	ISSUED 1-1-97
ENGINEER OF SAFETY ENGINEERING	
APPROVED _____ January 1, 2016	
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CORNER CLOSURE



CROSSWALK CLOSURE

Illinois Department of Transportation	
APPROVED _____ January 1, 2016 ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-97
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SIDEWALK, CORNER OR CROSSWALK CLOSURE (Sheet 2 of 2)
STANDARD 701801-06

Orange
Posted speed < 45 mph

Orange
Any posted speed

DAYTIME USE

Orange
Any posted speed

Orange
Any posted speed

DAY OR NIGHTTIME USE

3 (75) min.
28 (700)
4 (100)

8-12 (200-300)
4' (1.2 m) min.
24 (600) min.
4 (100)

18 (450) min.
36 (900)
4-6 (100-150)

TUBULAR MARKER

VERTICAL PANEL
POST MOUNTED

DRUM

36 (900) min.
24 (600) min.
4 (100)

36 (900) min.
24 (600) min.
4 (100)

5' (1.5 m) min.
4' (1.2 m) min.
6 (150)

TYPE I BARRICADE

TYPE II BARRICADE

TYPE III BARRICADE

24 (600)
36 (900)
12 (300)

12 (300)
36 (900)
6 (150)

DIRECTION INDICATOR
BARRICADE

VERTICAL BARRICADE

36 (900) min.
4' (1.2 m) min.
6 (150)

2 (50) max.
4' (1.2 m) min.
6 (150)

DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE

* Warning lights (if required)

Illinois Department of Transportation

APPROVED January 1, 2025

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2025

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

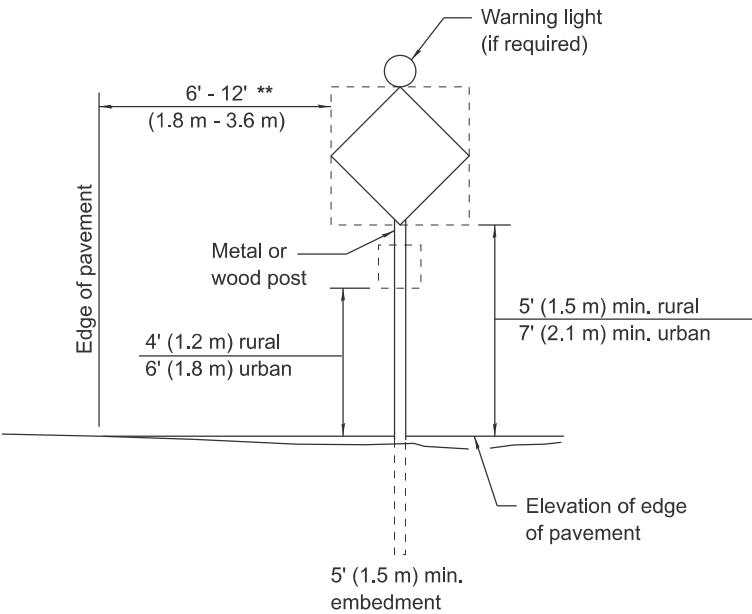
DATE	REVISIONS
1-1-25	Updated Temporary Rumble Strip Detail (sht. 3).
1-1-24	Revised Type III Barricade notes (sht. 3) & moved warning light on post mounted signs to top center.

TRAFFIC CONTROL
DEVICES

(Sheet 1 of 3)

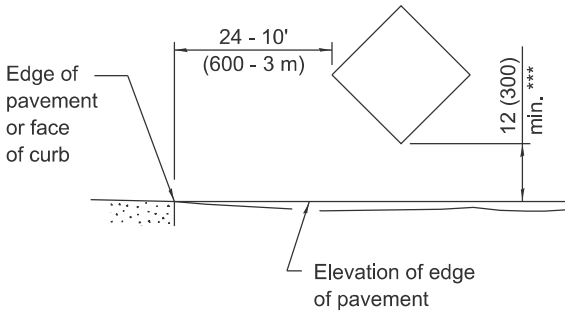
STANDARD 701901-10

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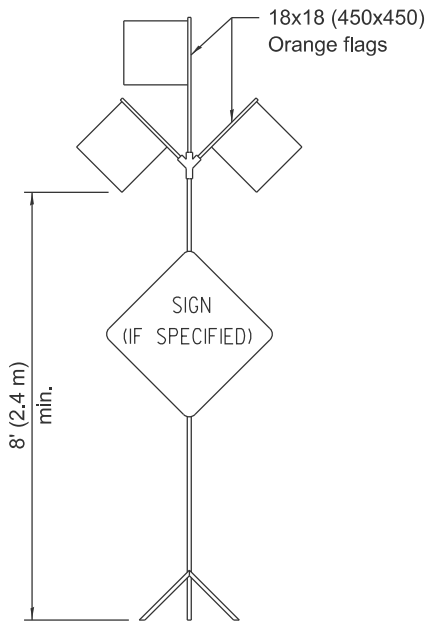
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

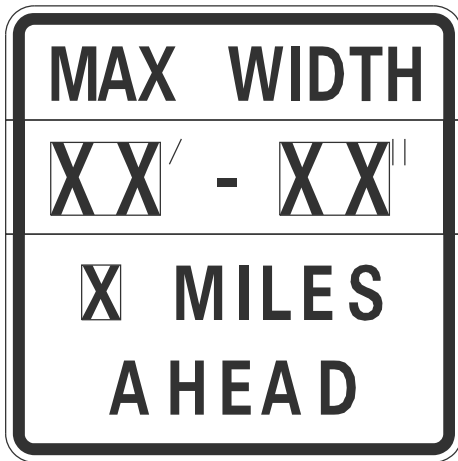


SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



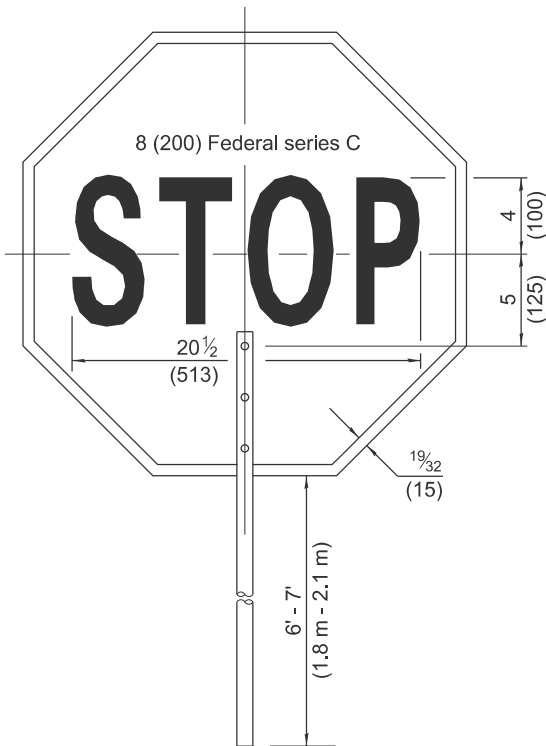
HIGH LEVEL WARNING DEVICE



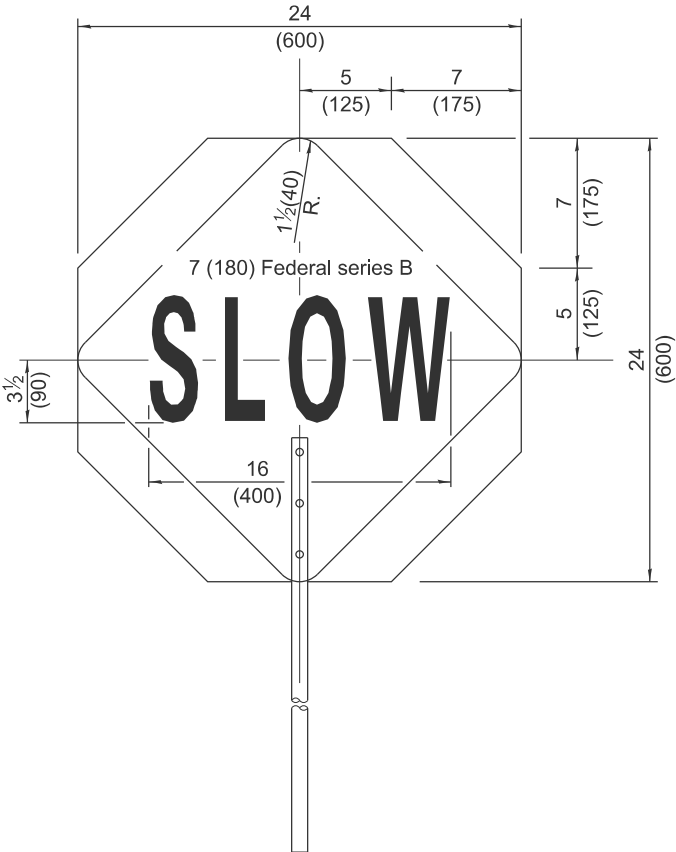
W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE



REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

ROAD CONSTRUCTION NEXT X MILES	END CONSTRUCTION
G20-I104(0)-6036	G20-I105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

WORK ZONE	W21-III5(0)-3618
SPEED LIMIT XX	R2-1-3648
PHOTO ENFORCED	R10-I108p-3618 ****
\$XXX FINE MINIMUM	R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.

END WORK ZONE SPEED LIMIT	G20-I103-6036
---------------------------------	---------------

This sign shall be used when the above sign assembly is used.

**HIGHWAY CONSTRUCTION
SPEED ZONE SIGNS**

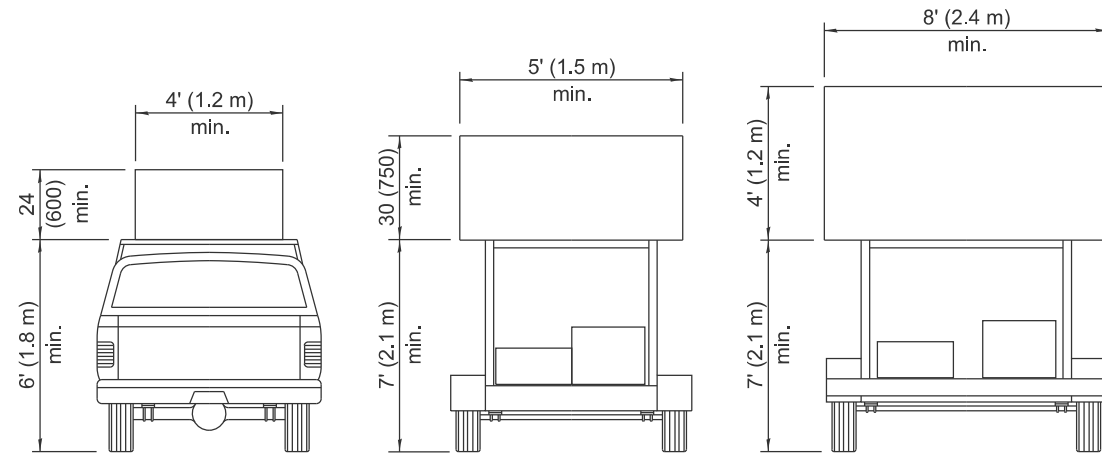
**** R10-I108p shall only be used along roadways under the jurisdiction of the State.

**TRAFFIC CONTROL
DEVICES**

(Sheet 2 of 3)

STANDARD 701901-10

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ENGINEER OF SAFETY PROG. AND ENGINEERING	
APPROVED _____ January 1, 2025	
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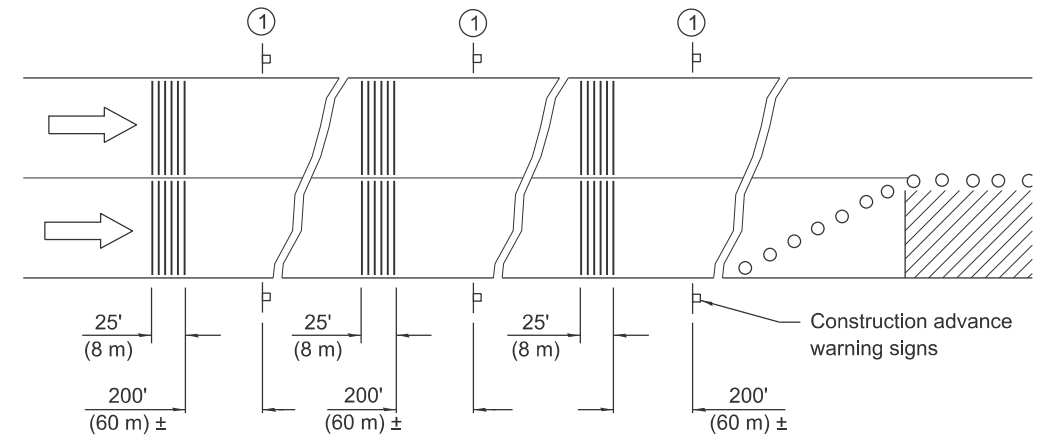


**TYPE A
ROOF
MOUNTED**

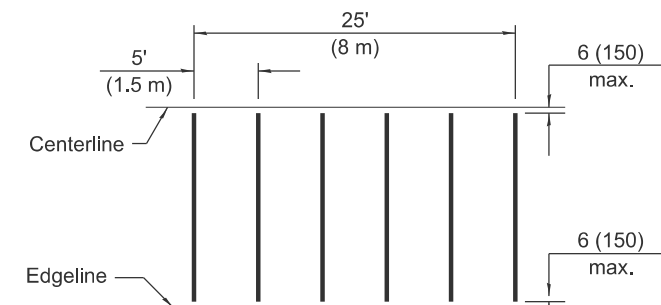
**TYPE B
ROOF OR TRAILER
MOUNTED**

**TYPE C
TRAILER
MOUNTED**

ARROW BOARDS

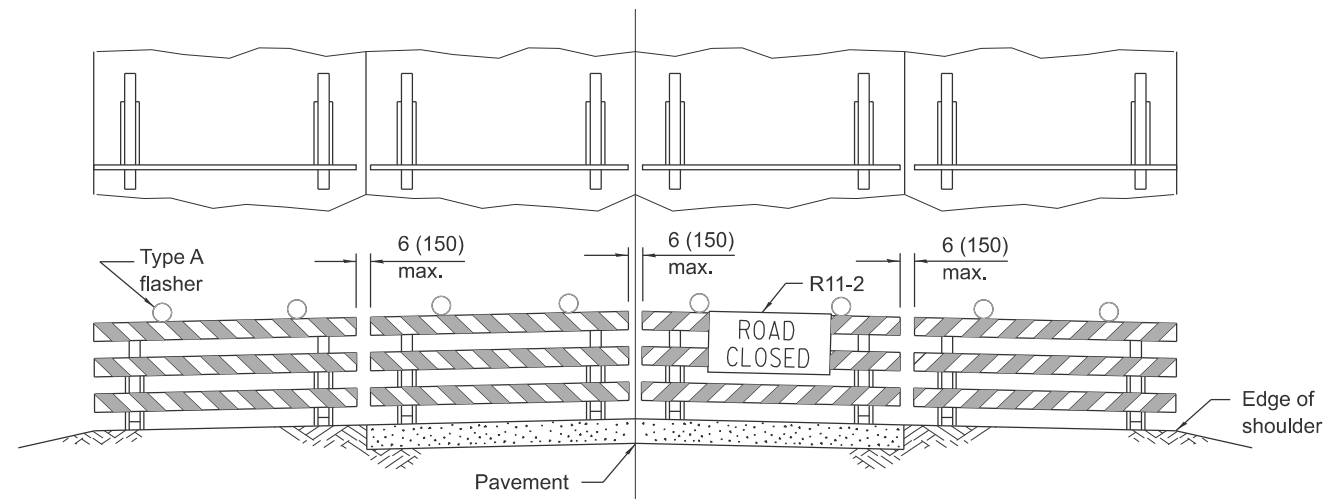


① This sign shall be omitted when median width is less than 10' (3 m).



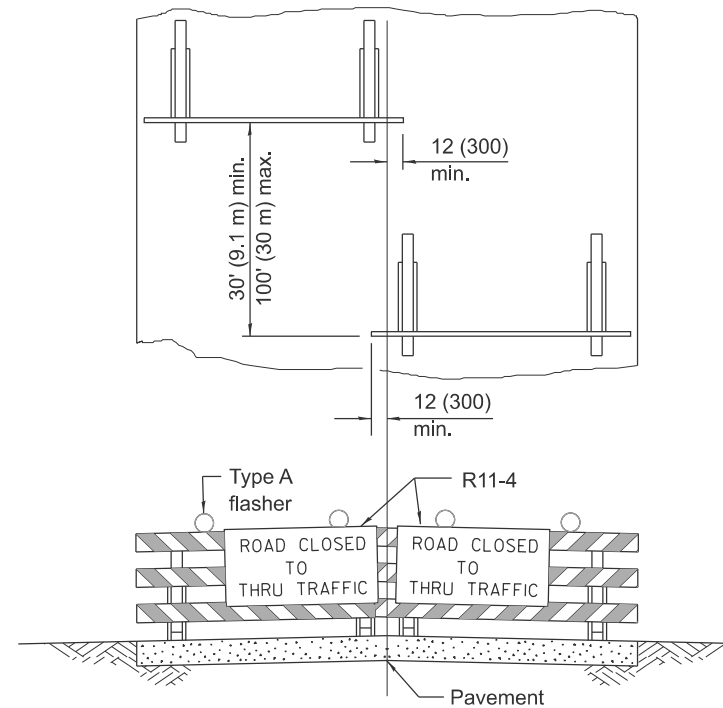
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades.



ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades.

**TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD**

If a Type III barricade with an attached sign panel which meets NCHRP 350 or MASH is not available, the sign may be mounted on an NCHRP 350 or MASH temporary sign support directly in front of the barricade.

Illinois Department of Transportation

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APPROVED January 1, 2025

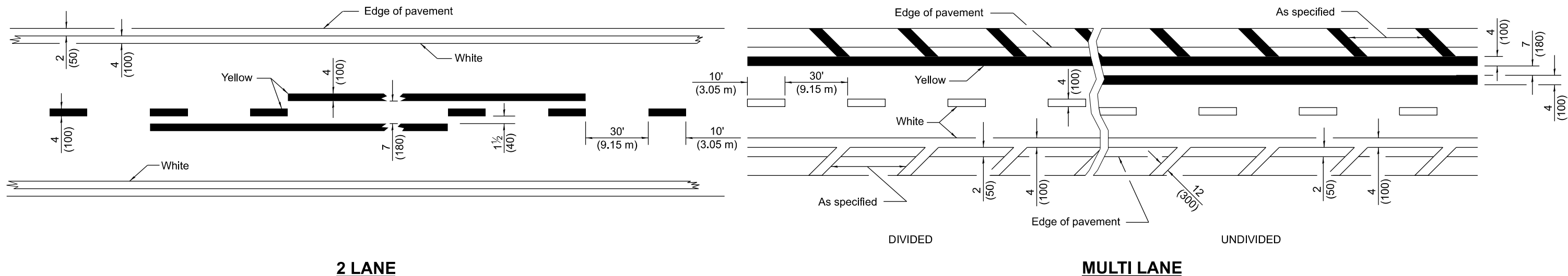
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

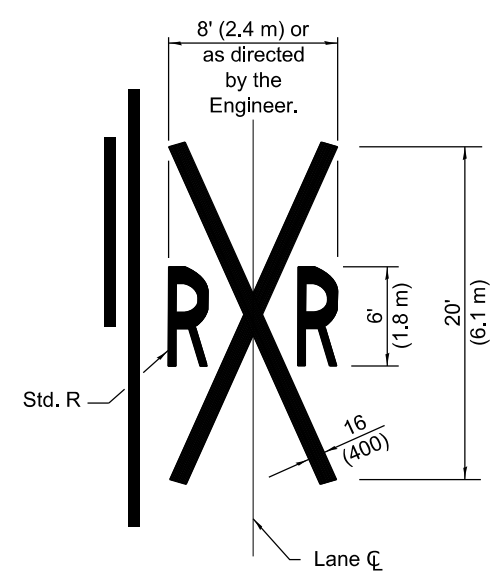
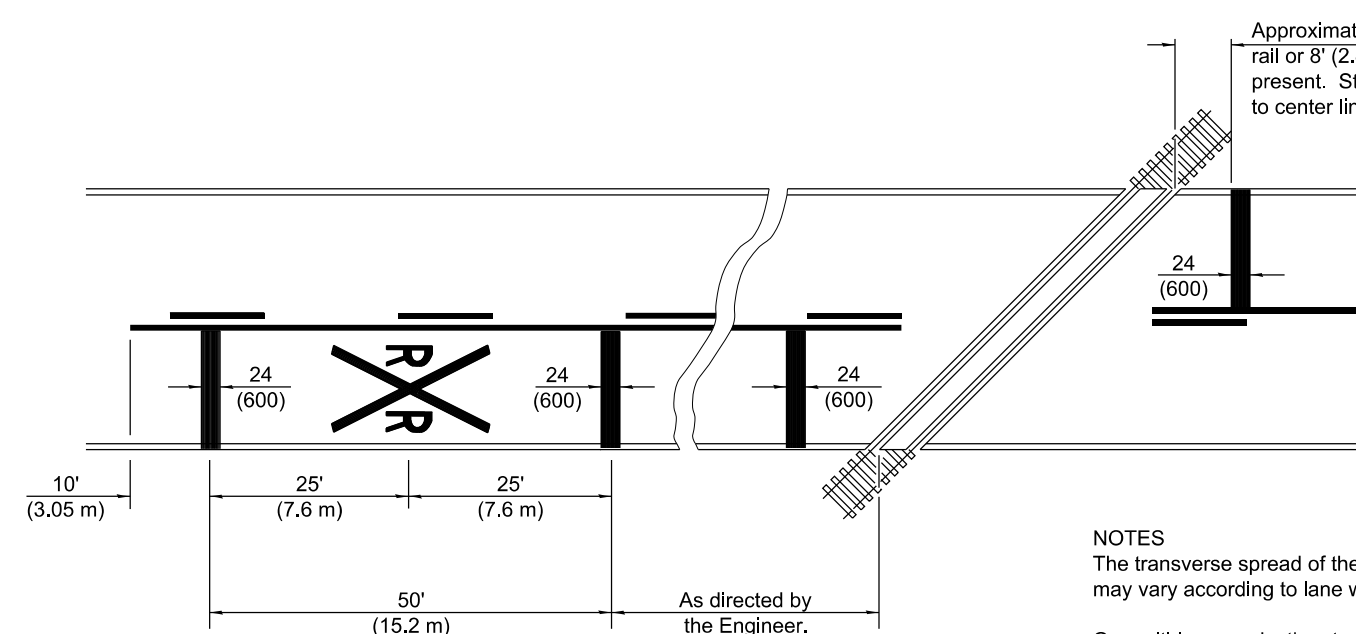
**TRAFFIC CONTROL
DEVICES**

(Sheet 3 of 3)

STANDARD 701901-10



LANE AND EDGE LINES



NOTES

The transverse spread of the "X" may vary according to lane width.

On multi-lane roads, the stop lines shall extend across all approach lanes and separate RXR symbols shall be placed adjacent to each other in each lane.

When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition B of the MUTCD.

PAVEMENT MARKINGS AT RAILROAD-HIGHWAY GRADE CROSSING

DATE	REVISIONS
1-1-15	Added symbols. Revised bike symbol.
	Revised note for stop line at
	RR crossing.
1-1-14	Added bike symbol. Renamed 'LANE
	DROP ARROW' detail to 'LANE-
	REDUCTION ARROW'.

All dimensions are in inches (millimeters) unless otherwise shown.

TYPICAL PAVEMENT MARKINGS

(Sheet 1 of 3)

STANDARD 780001-05

Illinois Department of Transportation

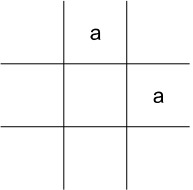
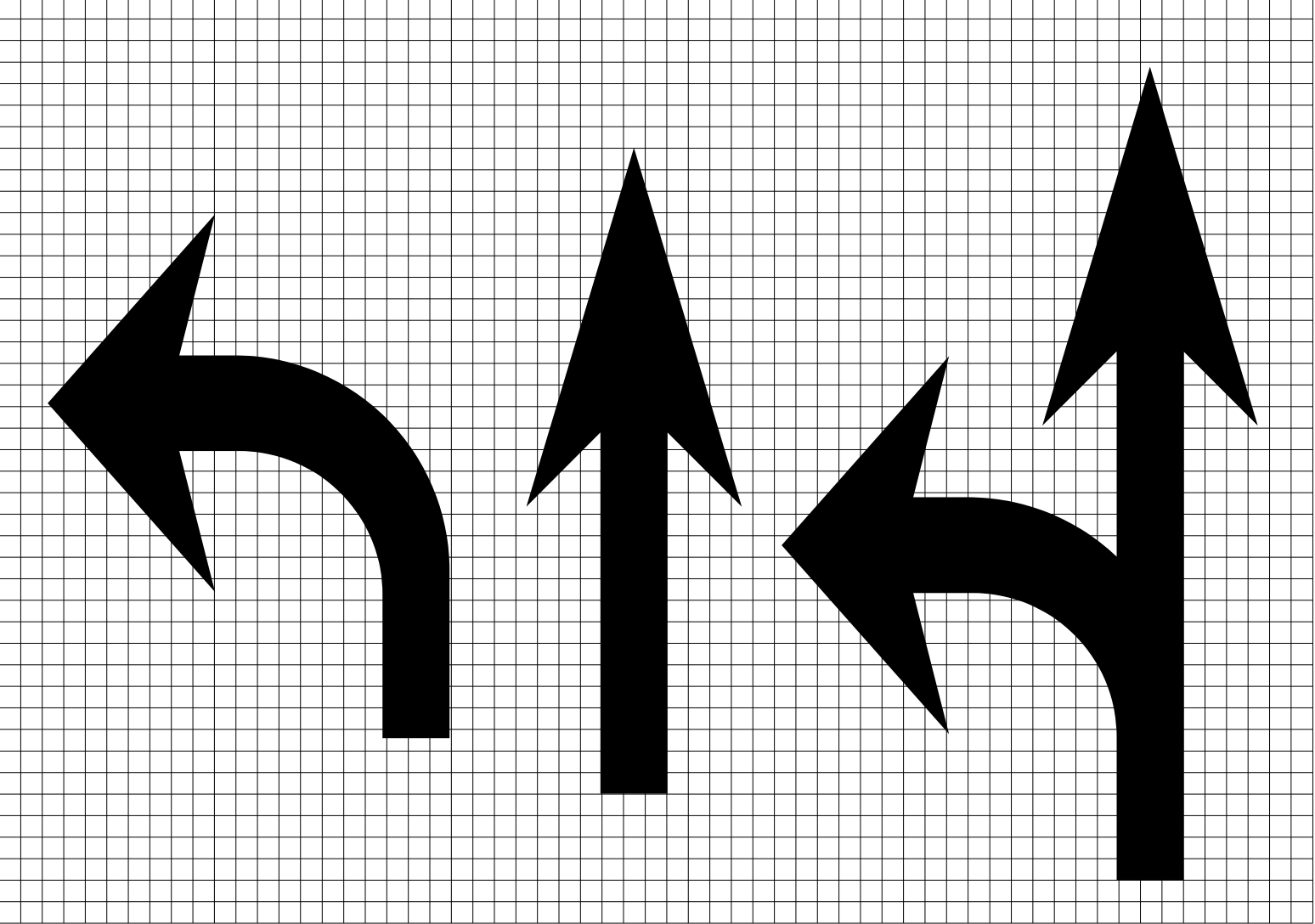
APPROVED January 1, 2015

ENGINEER OF OPERATIONS

APPROVED January 1, 2015

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ISSUED 1-1-97



Legend Height	Arrow Size	a
6' (1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (96)

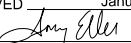
The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

LETTER AND ARROW GRID SCALE

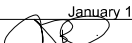


Illinois Department of Transportation

APPROVED January 1, 2015


ENGINEER OF OPERATIONS

APPROVED January 1, 2015

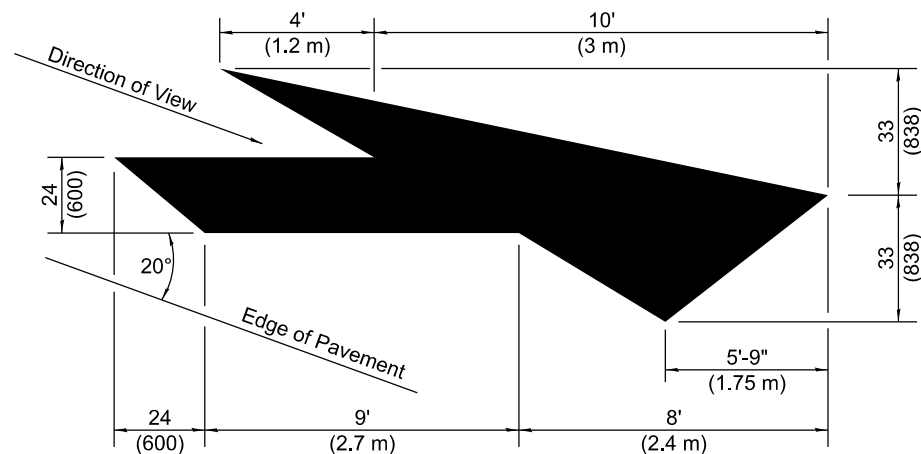

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

TYPICAL PAVEMENT MARKINGS

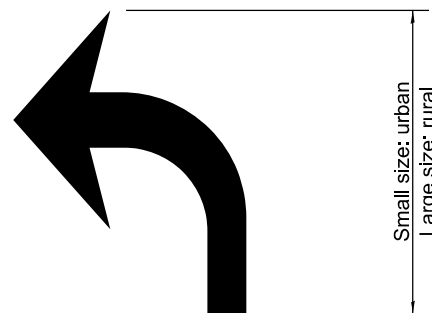
(Sheet 2 of 3)

STANDARD 780001-05



LANE-REDUCTION ARROW

Right lane-reduction arrow shown.
Use mirror image for left lane.

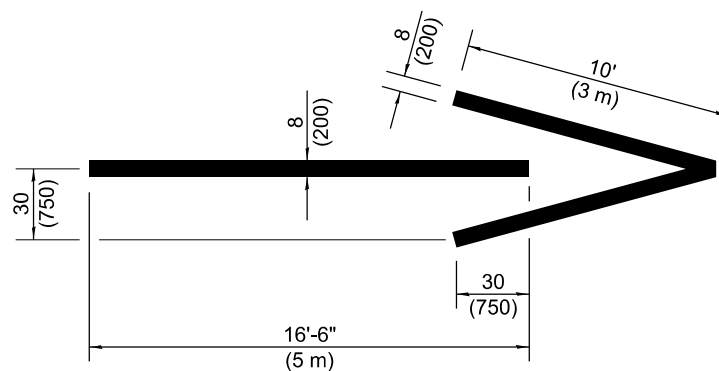


20' (6 m): urban
50' (15 m): rural
(Between arrow
and word or
between words)

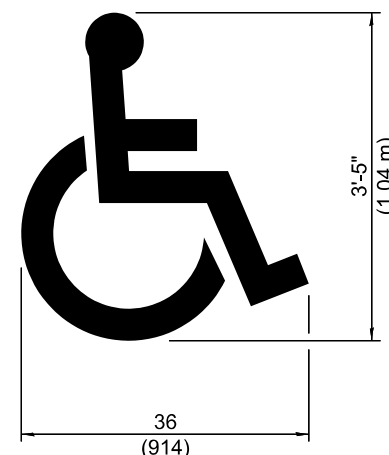
ONLY

6' (1.8 m): urban
8' (2.4 m): rural

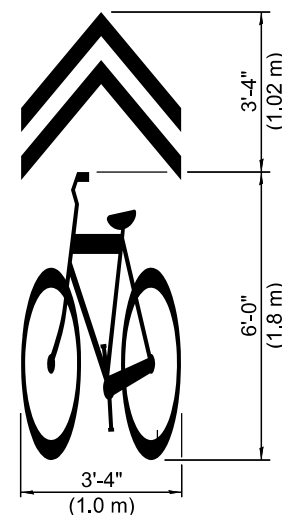
WORD AND ARROW LAYOUT



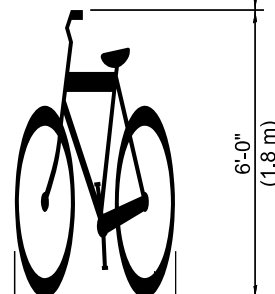
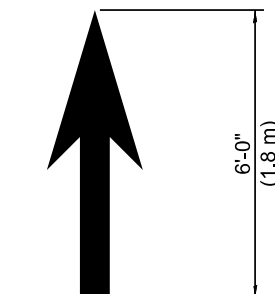
WRONG WAY ARROW



INTERNATIONAL SYMBOL OF ACCESSIBILITY



SHARED LANE SYMBOL



BIKE SYMBOL (Arrow is optional.)

TYPICAL PAVEMENT MARKINGS

(Sheet 3 of 3)

STANDARD 780001-05

Illinois Department of Transportation	
APPROVED <u>January 1, 2015</u> ENGINEER OF OPERATIONS	ISSUED 1-1-97
APPROVED <u>January 1, 2015</u> ENGINEER OF DESIGN AND ENVIRONMENT	

TAB 4
GEOTECHNICAL REPORT & LPC-663 FORMS

April 15, 2022

Mr. Bryan Welch, P.E.
Christopher B. Burke Engineering, Ltd.
16221 W. 159th Street, Suite 201
Lockport, IL 60441

Re: Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the
Proposed Storm Sewer Project in Village of Western
Springs, Illinois (SEECO Job No. 12946G)

Dear Mr. Welch:

This geotechnical report is prepared for the construction of the proposed storm sewer replacement project located along either Howard Avenue, Franklin Avenue and 52nd Place (Alternative 1A) or along Howard Avenue and 52nd Place (Alternative 1B) in the Village of Western Springs, Illinois. The purpose of this report is to describe the subsurface soil conditions encountered at this project site, to evaluate the physical characteristics of the soil by means of a geotech laboratory testing program and provide general recommendation for the installation of the proposed storm sewer using the open cut trench excavation method with trench box protection and bore and jack recommendations (for Caroline Avenue pipe crossing) along with engineering recommendations on general construction procedures and address any problems that may exist due to soil or prevalent groundwater conditions at the project site.

The Village of Western Springs is planning to dispose of the waste excavation soils after storm sewer excavation and backfill as Clean Construction or Demolition Debris (CCDD). The scope of services also includes screening of the soil samples using visual, olfactory senses, and a photo-ionization detector (PID) for the presence of volatile organic vapors and pH testing. Any statements in this report or on the boring logs regarding odors, colors, unusual or suspicious items or conditions are strictly for the information of the client.

In addition, one (1) environmental soil sample (B-1/S-1/1'-3') was collected and placed in an 8 oz. laboratory cleaned borosilicate glass jar and sent to First Environmental Laboratories, Naperville, Illinois for environmental chemical laboratory analysis for pH, VOCs, SVOCs, and Total 8 RCRA metals. The result of the environmental chemical test is discussed in the body of this report and the applicable IEPA LPC-663 form is attached in the **Appendix** of this report as the environmental chemical test meets the MAC requirements of the IEPA CCDD regulations. PID readings, as well as pH values, are shown on the **Boring Logs** provided in the **Appendix** of this report.

Authorization to proceed with this work was provided through SEECO Consultants, Inc. Proposal and Contract dated November 19, 2021 which was authorized by Mr. Bryan Welch, P.E., Vice President, Assistant Department Head - Civil Design at Christopher B. Burke Engineering, Ltd. (CBBEL) on March 9, 2022 and a signed copy returned to SEECO Consultants, Inc. through email.

General Site Conditions and Project Description

The project is located in a primarily residential area in the Village of Western Springs, Cook County, Illinois.

The project information was referenced from the email exhibits and conversation between the principal author of this report with Mr. Bryan Welch, P.E., Vice President, Assistant Department Head - Civil Design at Christopher B. Burke Engineering, Ltd. on April 13, 2022. The project information at this time is as follows:

There are no Project Civil Plans or Plan and Profiles available at this time. However, Mr. Welch emailed SEECO two (2) alternative exhibits consisting of Drawing Number EXH 8 titled "Alternative 1A 100-YR Protection" (Project # 200110) dated 9/25/2020 and Drawing Number EXH 9 titled "Alternative 1B 100-YR Protection" (Project # 200110) dated 9/25/2020 as provided for reference in the **Appendix** of this report. Each exhibit proposed a different storm sewer route.

Alternative 1A Proposed Storm Sewer Route

In this alternative, a proposed 48-inch to 60-inch interior diameter Reinforced Concrete Pipe (RCP) storm sewer would begin from a manhole on the west side of Howard Avenue and West 54th Street intersection R.O.W. in Western Springs, Illinois. The proposed 48-to-60-inch diameter RCP storm

pipe route in Alternative 1A proceeds south (48-inch diameter RCP) along Howard Avenue then proceeds west (60-inch diameter RCP) on Franklin Avenue where it veers north until 52nd Place where it then proceeds northwest to west to a rectangular proposed storm drainage storage area (approximately 9,500 yd³ to be excavated) in the existing Springdale Park. The southwest corner of the proposed storage area will have 50 lineal feet of 12-inch diameter RCP and 350 lineal feet of 24-inch RCP that then carry the storm water to the southwest to connect to existing storm sewer pipes on 53rd Street and on Wolf Road. The proposed RCP storm sewer inverts for this route range from approximately 646.25 M.S.L. to 653.5 M.S.L. with proposed manhole rim elevations ranging from 652.0 M.S.L. to 660 M.S.L. with approximate invert depths ranging from approximately 5.75 feet to 14.8 feet. The proposed bottoms of new manholes are to be approximately 2 feet below proposed invert elevations shown in EXH 8. SEECO soil Borings B-1, B-4, B-5 and B-6 were made along this proposed storm sewer route in this Alternative 1A.

Alternative 1B Proposed Storm Sewer Route

In this alternative, a proposed 54-inch interior diameter Reinforced Concrete Pipe (RCP) storm sewer would begin from a manhole on the west side of Howard Avenue and West 54th Street intersection R.O.W. in Western Springs, Illinois. The proposed 54-inch diameter RCP storm pipe route in Alternative 1B proceeds north along Howard Avenue then proceeds west on 52nd Place where it then proceeds west to northwest to a rectangular proposed stormwater drainage storage area (approximately 9,500 yd³ to be excavated) in the existing Springdale Park. The southwest corner of the proposed storage area will have 50 lineal feet of 12-inch diameter RCP and 350 lineal feet of 24-inch RCP that then carry the storm water to the southwest to connect to existing storm sewer pipes on 53rd Street and on Wolf Road. The proposed RCP storm sewer inverts for this route range from approximately 646.75 M.S.L. to 653.5 M.S.L. with proposed manhole rim elevations ranging from 652.0 M.S.L. to 660 M.S.L. with approximate invert depths ranging from approximately 5.25 feet to 21 feet. The proposed bottoms of new manholes are to be approximately 2 feet below proposed invert elevations shown in EXH 9. SEECO soil Borings B-1, B-2, B-3 and B-4 were made along this proposed storm sewer route in this Alternative 1B.

Proposed Detention Facility

The proposed outlet for both of the new storm sewer alternatives is still proposed in a new detention facility constructed in the existing park per Mr. Welch or CBBEL. However, the Village of Western

Springs does not currently have permission to get on the premises. A future subsurface investigation for the park area, once is anticipated once permission to be allowed on site is obtained per CBBEL, Project Civil Engineer. No Geotechnical recommendations are provided in this report for the proposed storm water detention facility.

Proposed Construction

Per the CBBEL, the majority of the proposed storm sewer installation work will be open cut. Currently, CBBEL is considering jacking and boring under Caroline Avenue as well. The proposed storm sewer pipe is to be placed under the existing bituminous roadways along the storm sewer route and per CBBEL the pavement restoration will depend on the depth of the trench. In shallower excavation areas, probably bituminous pavement patches will be constructed. However, in deeper trench excavation areas, CBBEL believes that the bituminous roadway pavement would be completely reconstructed. Existing and proposed roadway elevations would be approximately the same per CBBEL. It has not been determined yet if the existing storm sewer will be abandoned/removed or if it will remain per CBBEL.

Site Geology

The native soils at the project site are the product of the result of the Wisconsin Stage of the Continental Glacier. The Wisconsin Ice was the last to cover the North American Continent, receding from this area some 13,500 years ago. Present land forms in this area are the results of the Wisconsin glaciation action during the Pleistocene Epoch. The soils were formed from the natural deposition erosion and weathering processes that have prevailed to the present time. The Pre-Wisconsin glacial deposits are found only in deep bedrock valleys and ravines where they were sheltered from the erosive action of the Wisconsin Ice Age.

According to the Illinois State Geological Survey (ISGS) Surficial Geology of The Chicago Region (Willman, H.B. and Lineback, Jerry A., 1970), the soils at this project site have been assigned to the Tinley Moraine of the Wadsworth Member of the Wedron Formation deposited during the Woodfordian substage of the Wisconsin stage. This soil deposit is described as mostly gray clayey and silty clayey glacial till, relatively low in content of pebbles, cobbles, and boulders; contains local lenses of silt; commonly mantled with 1 to 2 feet of leached silt (modified loess).

The six (6) soil borings made on March 23, 2022 by SEECO Consultants, Inc. at this project site indicate that the original virgin soils at this project site consists of stiff to hard silty clay glacial till. These soil borings in general, confirm the ISGS published surficial geology map for this area.

It should also be noted that to the west side of the project site where Flag Creek exists, the soils have been assigned to the Cahokia Alluvium deposited during the Woodfordian, Twocreekan, Valderan, and younger substage of the Wisconsinan stage. These soil deposits are described as deposits in floodplains and channels of modern rivers and streams; mostly poorly sorted silt and sand containing local deposits of sandy gravel; in many places overlies relatively well sorted glacial outwash of the Henry Formation. These soils may be encountered to the west portion of the project site.

FIELD AND LABORATORY ANALYSIS AND RESULTS

Subsurface Site Exploration Procedure

On March 23, 2022, six (6) soil borings (B-1 through B-6) were drilled and sampled to a depth of 20 to 25 feet below the existing ground surface level at this project site. The number, depth, and location of soil borings were provided by Mr. Bryan Welch, P.E. of Christopher B. Burke Engineering, Ltd. (CBBEL) to Mr. Don Cassier, Director of Field Services of SEECO Consultants, Inc. and the soil borings were laid out in the field by representative of SEECO Consultants, Inc. at the approximate locations indicated on the **Boring Location Plan** given in the **Appendix** of this report.

All six (6) soil borings were drilled and sampled utilizing a truck-mounted Diedrich drill rig (Model D-50) with a two-person drill crew from SEECO Consultants, Inc. This drill rig advances the boreholes by the hollow stem auger method. The soil samples were obtained utilizing a split spoon sampler in accordance with ASTM D 1586-18. In the split barrel sampling procedure, a split spoon sampler having a two-inch outside diameter and inside diameter of 1-3/8 inches and a length of two feet is driven into the soil. This sampler is advanced by driving with a 140-pound weight falling freely from a height of 30 inches with Standard Penetration Resistance being recorded as the number of blows required to advance the sampling spoon a distance of 12 inches after an initial driving of six inches

has been used to seat the sampler. The Standard Penetration Resistance or the "N" value is a measure of the consistency of cohesive soils and relative density of primarily cohesionless soils and is in general, related to the bearing capacity of the material. Other factors are usually taken into consideration in determining the bearing capacity value and those include the type of soil, the type of loading, the dimensions and the depths of footings below the ground surface and the proximity of the groundwater table to the base of the footings. Portions of the split spoon samples were placed in glass containers with screw-type lids and taken to our geotech laboratory for further examination and testing.

Geotech Laboratory Testing Program

The geotechnical laboratory testing program consists of performing in-situ natural moisture content, visual classification of all soil samples and unconfined compressive strength tests on the basis of calibrated penetrometer readings on all cohesive soil samples. In situ moisture content or natural water content is determined in the geotech laboratory according to ASTM D 2216-19. A portion of each sample is weighed, oven-dried at $110^{\circ} \pm 5^{\circ}\text{C}$, and reweighed to obtain the weight of water in the soil sample. The moisture content is the ratio of the weight of water in the soil sample to the weight of the dry soil expressed as a percentage of the total dry weight. After completion of the geotech testing program, each soil sample was visually classified on the basis of texture and plasticity in accordance with the **Unified Soil Classification System** (ASTM D 2487-17 and D 2488-17). The estimated group symbol according to this system is included following the description of the soil on the **Boring Logs**. A brief explanation of the **Unified Soil Classification System** is included in the **Appendix** of this report. All laboratory test data is noted on the **Boring Logs** which is included in the **Appendix** of this report.

Environmental Laboratory Soil Testing Program

A geoenvironmental engineer from SEECO Consultants, Inc. environmentally screened the soil samples using photoionization detector (PID) readings in the SEECO Consultants geotech laboratory utilizing a Mini RAE 3000 PID 11.8 (eV) lamp in conjunction with visual and olfactory observations to determine the presence of petroleum contamination in the subsurface soils. The OVM PID readings of the soil samples obtained for this exploration are given on the **Boring Logs** in the **Appendix** of this report and are all 0.0 PPM. The visual and olfactory observations indicate no

petroleum odors and/or staining were present in the soil samples taken. Based on the PID readings and visual and olfactory observations, it is determined that the soil samples are not contaminated at the location of the boreholes drilled and sampled for this exploration.

The Illinois Pollution Control Board has changed the rule for the requirements for Clean Construction or Demolition Debris (CCDD) fill operations according to 35 Illinois Administrative Code 1100 Subpart F. The rule prohibits landfill from accepting clean construction debris and fill with a pH below 6.25 or above 9.0 regardless of applicable Maximum Allowable Concentrations (MACs) in the CCDD regulations of the various chemical compounds. Four (4) pH tests were performed on representative soil samples obtained from soil boring B-1/S-1/1'-3' (pH= 8.98), boring B-3/S-1/1'-3' (pH= 8.68), boring B-4/S-1/1'-3' (pH= 8.17), and boring B-6/S-1/1'-3' (pH= 8.66) and the test results indicate the pH values ranging from 8.17 to 8.98 for the 4 soil samples. Since the pH value of the soil samples is between 6.25 and 9.0, the excavated soils from the storm sewer trenches are considered clean, to the best of our knowledge, for CCDD landfill disposal for the above-mentioned sites. PID readings, as well as pH values are both shown on the project **Boring Logs** in the **Appendix** of this report.

In addition, one (1) environmental soil sample (B-1/S-1/1'-3') was collected and placed in an individual 8 oz. laboratory cleaned borosilicate glass jar and sent to First Environmental Laboratories, Naperville, Illinois for environmental chemical laboratory analysis for VOCs, SVOCs, Total 8 RCRA metals and pH. The result of the environmental chemical test can be found in the **Appendix** of this report and the environmental test result meets the MAC requirements of the IEPA CCDD regulations and the applicable completed **IEPA LPC-663** form can be found in the **Appendix** of this report.

Screening of soil samples at the job site is no guarantee that landfill facility will accept/not reject materials since this report is prepared strictly on the basis of soil samples obtained from the soil borings only and it is not possible to determine if the site is entirely clean of contaminants per IEPA CCDD standards. Environmental chemical analysis may be required if the soils at the time of excavation between the soil boring locations are found to be contaminated.

Site Pavement and Soil Conditions

Six (6) soil borings were drilled and sampled by SEECO Consultants through the existing bituminous concrete pavement on March 23, 2022. The thickness and type of the pavement and base course encountered at each boring location is summarized in **Table No. 1** below:

Table No 1: Existing Pavement Type and Thickness

Boring No.	Approximate Bituminous Concrete Pavement Thickness (Inches)	Approximate Base Course Type and Thickness (inches)
B-1	6.75	7.25" Crushed Stone
B-2	6.0	7.0" Crushed Stone
B-3	5.0	9.0" Crushed Stone
B-4	5.75	7.25" Crushed Stone
B-5	5.0	7" Crushed Stone
B-6	6.0	9" Crushed Stone
Average	5.75	7.75

Underlying the above mentioned upper pavement sections in borings B-1 to B-6, very stiff to hard brown and gray silty clay till was encountered overlying very stiff to hard gray silty clay till to the boring termination depths of 20 to 25 feet below the existing ground surface. No bedrock was encountered within the termination depths of the six boreholes. It is recommended that the **Boring Logs** in the **Appendix** of this report be referred for the detail site soil conditions encountered in each of the soil borings.

Site Groundwater Conditions

Groundwater was not encountered in any of the six (6) soil borings (B-1 through B-6) drilled and sampled to a depth of 20 feet to 25 feet at this project site during this subsurface exploration of March 23, 2022 while drilling, sampling, and after the removal of the hollow stem augers from the boreholes. However, daily, monthly, yearly and seasonal fluctuations in the groundwater levels are possible due to changes in hydrogeological conditions at this site over time.

ENGINEERING RECOMMENDATIONS

Storm Sewer Installation

Open Cut with Stacked Trench Boxes

The majority of the proposed 48 inch to 60 inch diameter RCP storm sewer is proposed to be installed using the open cut trench method with trench box protection shoring at this project site. Based on 6 soil borings B-1 to B-6 and geotechnical laboratory testing of the subgrade soils for the proposed 48 inch to 60 inch diameter RCP storm sewer (depending on alternative selected), it is concluded that the proposed storm sewer can be installed at the project site using the open cut trench method with trench box protection (stacked trench boxes for deeper depths). The construction recommendation for open cut trench method with trench box protection procedure is given in this section.

For the proposed Alternative 1A storm sewer route (Borings B-1, B-4 to B-6), the anticipated depth of excavation of the proposed storm sewer ranges from approximately 5.75 feet to 14.8 feet below the existing ground surface level for the proposed storm sewer. For the and manhole installation an additional depth of 2 feet from the inverts should be added for the approximate bottom of manhole slab elevations per CBBEL (7.75 to 16.8 feet). These open cuts made through the roadways in the existing R.O.W.s are less than 20 feet deep and can be made with open cuts with stacked trench boxes.

For the proposed Alternative 1B storm sewer route (Borings B-1 to B-4), the anticipated depth of excavation of the proposed storm sewer ranges from approximately 5.25 feet to 21 feet below the existing ground surface level for the proposed storm sewer. For the and manhole installation an additional depth of 2 feet from the inverts should be added for the approximate bottom of manhole slab elevations per CBBEL (7.25 to 23 feet). For Alternative 1B, open cuts made through the roadways in the existing R.O.W.s can be made with stacked trench boxes for cuts less than 20 feet deep; however, the excavations made greater than 20 feet (near borings B-2 and B-3) will need steel sheet piling or a slide rail shoring system for temporary bracing to install the storm sewer pipe in these locations.

Bedrock was not encountered in any of the six soil borings (B-1 through B-6) for the entire drilling depth of 20 to 25 feet; therefore, bedrock excavation is not anticipated for the proposed storm sewer installation. See the following **Table No. 2A: Anticipated Soil Conditions at the Storm Sewer Invert Elevations for Alternative A** and **Table No. 2B: Anticipated Soil Conditions at the Storm Sewer Invert Elevations for Alternative B** for more information on the type of soil at the proposed invert elevations.

**Table No. 2A: Anticipated Soil Conditions at the
Proposed Storm Sewer Invert Elevations for Alternative 1A**

Boring No.	Proposed Diameter of New Storm Sewer (Inches)	Anticipated Approximate Depth of Excavation to Invert (Feet)	Type of Soil to Be Encountered at the Proposed Location of Storm Sewer Invert
B-1	60"	9.9'	Very Stiff Brown & Gray Silty Clay (CL)
B-4	60"	8.5'	Hard Brown & Gray Silty Clay (CL)
B-5	60"	7.5'	Very Stiff Brown Silty Clay (CL)
B-6	60"	13'*	Very Stiff Gray Silty Clay (CL)

*Estimated invert obtained from averaging between proposed manholes on EXH 8 and using estimated existing surface elevations off of Google.

The soils at the bottom of the excavation for the proposed storm sewer trenches in the location of borings B-1 and B-4 to B-5 for Alternative 1A generally consist of suitable very stiff to hard brown to brown and gray to gray virgin silty clay till (CL). The pipe bedding material can be placed directly on this soil.

**Table No. 2B: Anticipated Soil Conditions at the
Proposed Storm Sewer Invert Elevations for Alternative 1B**

Boring No.	Proposed Diameter of New Storm Sewer (Inches)	Anticipated Approximate Depth of Excavation to Invert (Feet)	Type of Soil to Be Encountered at the Proposed Location of Storm Sewer Invert
B-1	54"	9'	Very Stiff Brown & Gray Silty Clay (CL)
B-2	54"	19'	Very Stiff Gray Silty Clay (CL)
B-3	54"	21'	Hard Gray Silty Clay (CL)
B-4	54"	6.5'	Hard Brown & Gray Silty Clay (CL)

The soils at the bottom of the excavation for the proposed storm sewer trenches in the location of borings B-1 to B-4 for Alternative 1B generally consist of suitable very stiff to hard brown to brown and gray to gray virgin silty clay till (CL). The pipe bedding material can be placed directly on this

soil.

The construction recommendation for open cut trench method with trench box protection procedure is given in this report.

Braced Excavations for Storm Sewer Replacement

Any excavation that extends greater than five (5) feet in depth should be designed in accordance with the U.S. Department of Labor, Occupational Safety and Health Administration 1989 (OSHA) "Occupational Safety and Health Standards – Excavations; Final Rule" 29 CFR, Part 1926 Subpart P. Since the proposed storm sewers will be installed in the R.O.W. of the street and the depth of excavation will be greater than 5 feet in a fully developed residential area, open cut excavation with vertical side walls will not be safe. Therefore, it is recommended that the trench excavations should be braced with stacked steel trench boxes for excavations less than 20 feet and with steel sheet piling or a slide rail shoring system for excavations greater than 20 feet (as encountered in the Alternative 1B Storm Sewer Route).

The trench excavation with accompanying steel trench protection box should not have major problems when excavating for the proposed storm sewers. The trench box is introduced into the trench and protects personnel in the trench and the work under construction from damage or injury which might be caused by the collapse of the trench sidewalls. The trench box is designed to brace the two (2) parallel walls of the trench against each other. The walls of the box are constructed from sheet steel, usually double wall thickness, with a diaphragm between the two (2) sheets to provide structural rigidity. The pipe is laid inside the box after placing the bedding material and the men at the bottom of the trench join the pipe. The trench box is advanced as the excavation is dug and backfill material is placed.

The pre-fabricated steel trench protection box can be used for this project in order to protect personnel in the trench during construction and must conform to OSHA CFR 29, Part 1926, Subject P, July 1997, and keep the work under construction from damage or personnel injury which might be caused by the collapse of the trench sidewalls.

The trench box should be designed for lateral earth pressure based on the apparent lateral earth pressure distribution for braced excavations based on Peck's criteria for stiff clay. The soil conditions at this project site are in general stiff to hard cohesive glacial till soils and the minimum live load surcharge from construction equipment should be considered to be 600 psf per running foot of bracing. The depth of trenches for the proposed storm sewer may vary, but anticipated approximate trench depth will be 5.75 feet to 14.8 feet for Alternative 1A and 5.25 to 21 feet for alternative 1B (not including 2 feet deeper at proposed manhole locations). However, lateral earth pressure diagram is provided for a maximum of 20 feet below the existing ground surface level for the proposed storm sewer. For trench excavations the steel trench box sidewalls and struts should be capable of resisting an approximate minimum of 1,380 psf per foot of length (for maximum 20-foot depth) of lateral earth pressure in comparison with the trench box allowable structural lateral pressure capacity. Refer to the **Apparent Lateral Earth Pressure Diagram for Trench Protection Box Design in Clayey Soils** for excavation depths of 20 feet or less as given in the **Appendix** of this report. The utility contractor is responsible for the design of the trench protection box.

The parallel walls of the box are braced apart by adjustable pipe struts. The adjustment permits the use of the box in trenches of different widths. The box is open at both ends. The rear opening permits movement of the box along the trench while allowing passage of the completed pipe utility out of the back of the box. The front of the box is open to permit dragging the box forward through unstable ground. The top of the box is open to permit introduction of the pipe bedding and new portion of the pipe into the trench. The bottom of the box is open to permit placement of trench bedding directly on the bottom of the trench.

Trench boxes must not only be wide enough to permit the introduction of the required utility pipe or conduit together with the specified sidewall backfill cover, but also wide enough to permit passage of the backhoe bucket into the box to clean the base or bottom of the trench. Trench boxes are dragged forward by the backhoe (a hydraulic excavator) digging the trench on the front side. The backhoe hooks its bucket behind the leading pipe strut and pulls the box toward itself.

The stability of the bottom of trench excavation is controlled by the type of soil at the bottom of the trench and its underlying soils of the excavation trench. For the proposed storm sewers, the bottom of an excavation in the very stiff to hard brown and gray to silty clay till is stable against failure by

plastic clay bottom heave since the bottom heave Factor of Safety is greater than 1.5 for the proposed temporary storm sewer trench excavation.

For the construction of proposed storm sewer and manhole excavations greater than 20 feet (but less than 25 feet) such as near Borings B-2 and B-3 made at the Howard Drive and 52nd Place intersection, stacked trench boxes cannot be used. Instead, a temporary bracing consisting of a steel sheet piling or portable slide rail shoring earth retention system should be utilized. The temporary earth retention system should be designed on the basis of the lateral earth pressures given on the **Apparent Lateral Earth Pressure Diagram For Temporary Earth Retention System Design ($H \leq 25$ Feet Deep)** as given in the **Appendix** of this report. The design of the temporary steel sheet pile retention system should be performed by a Registered Structural Engineer of Illinois. The surcharge due to heavy construction equipment should be considered as 600 psf per running foot of bracing for this excavation case. The lateral earth pressure diagram was calculated as an equivalent very stiff to hard clay profile. For braced excavations, the earth retention system should be capable of resisting a minimum of 1,650 psf per foot of length (for maximum 25 foot vertical depth) of lateral earth pressure in comparison with the earth retention system allowable lateral pressure capacity.

Also, for the excavation of the proposed storm sewer deeper than 21 feet from existing grade a temporary braced excavation scheme should be in place such as braced excavation earth retention systems (slide rail shoring or steel sheet piling) should be utilized to prevent excavation instability and provide safety during construction, this is due to lack of space around the proposed structure for sloped excavation of the proposed storm sewer line under the existing pavement steel sheet piling or equivalent slide rail shoring system can be utilized to support the side walls of the excavation with cross-struts or bracing for the excavation of the proposed storm sewer. Steel sheet piles are advanced downward by driving or vibrating them in place to a depth to resist overturning moment based on soil pressure and proposed depth of excavation and the steel sheet piles should be designed by a Registered Structural Engineer in the State of Illinois. The slide rail shoring system is a modular excavation support system comprising heavy duty shoring panels supported by vertical multi-track rails into which one or more panels are placed and advanced or slid downward as the excavation progresses toward the bottom of the proposed excavation. The vertical rails or posts are placed at the corners of the shored excavation and at intermediate locations along the sides of the excavation. The

location of the intermediate rails or posts depends on the horizontal length of the shoring panels. Shoring panels are prefabricated and are available in heights of 4 to 8 feet to 20 feet with lengths of 8 feet to 20 feet long. When a panel has been installed to its full height a second panel is inserted into a second vertical rail track. This second panel is then pushed down below the first panel as the excavation continues downward. For deeper excavations the process may be repeated as required.

Slide rail shoring systems are proprietary systems of the subject slide rail manufacturers. Multiple companies produce slide rail shoring, which a few include Efficiency Production, Icon Equipment Distributors, Inc., Pro-Tec Equipment, and GME. The design of the temporary slide rail earth retaining system is usually provided by the systems manufacturers' supplier and their consulting structural engineer. Slide rail systems are most often rented by the contractor rather than purchase the specific shoring system for each project and then pulled out and returned to the rental supply company.

For conventional open cut and cover excavation construction, the following bedding and trench backfill recommendations are applicable:

Pipe Bedding

Bedding material should comply with Article 1003.04 of the IDOT Standard Specifications for Road and Bridge Construction, 2022 Edition. The bedding material should be a well-graded granular material equivalent to IDOT FA-1, FA-2 or FA-6 or as per Village of Western Springs criteria. A minimum 4.0 inches of bedding material is required to be placed below the storm sewer pipe. The bedding material must be placed in maximum 4.0-inch loose lifts and compacted to a minimum 95% of the maximum density according to AASHTO T-99. The placement of bedding material must comply with Article 550.04 of the IDOT Standard Specifications for Road and Bridge Construction, 2022 Edition.

Trench Backfill

The soils excavated from the storm sewer trenches cannot be used as backfill of the trenches under driveways, roads or street pavements. The approved granular trench backfill material should be placed in maximum eight-inch loose lifts with each lift compacted to a minimum of 95% of maximum density as per AASHTO T-99 to the proposed subgrade of each street. Trench backfill material should be IDOT FA-1, FA-2, FA-6 or CA-6 or as per Village of Western Springs criteria. However,

the final one foot of trench backfill should be compacted to 100% of maximum density as obtained according to AASHTO T-99. The excavation at any pavement areas should be completed with a bituminous concrete pavement section to match the existing pavement section.

Jack and Bore Procedure and Design underneath Caroline Avenue

The 54" (Alternative 1B) or 60" (Alternative 1A) diameter storm sewer pipeline is preliminarily proposed to be bored and jacked underneath Caroline Avenue per CBBEL. The bore and jack method will be used to install carrier pipe casing which should be approximately 12" or greater in diameter than the exterior diameter of the proposed storm sewer pipeline

The two (2) types of pits (jacking and receiving) to be excavated at this location must be of sufficient size to provide ample working space for the jacking head, jacks, jacking frame, reaction blocks, spoil removal and one or two sections of pipe. The jacking and receiving pits excavation should be made to an approximate depth of 6 to 12 inches below the proposed bottom elevation of the 66" (Alternative 1B) to 72" (Alternative 1A) inside (minimum) diameter permanent steel casing for proposed 54" to 60" inside diameter storm sewer pipeline and the proposed 16 inch inside diameter water transmission force main. Typically, the jacking pit should be made on the low invert side and the reception pit should be made on the high invert side and the casing is generally pushed or jacked from the low side invert to the high side invert.

After the casing segments for each separate utility are jacked and welded in place, the storm sewer pipe sections are pushed into the steel casing in place and the volume between the outside diameter of the pipeline and the inside of the steel casing should be filled with fine sand or pea gravel blown into the annular space between the inside of the steel casing and the outside of the utility pipeline. It is necessary to provide for relatively uniform distribution of the axial load around the periphery of the pipe to prevent localized stress concentrations. For stronger shear strength soils such as dense sand and stiff clays, drilling lubricants such as a polymer or bentonite slurries can be injected in and around the carrier pipe outside diameter to reduce friction forces while jacking the pipe in place.

The exact size and locations of the jacking and receiving pits are not known at this time. Invert depths of the pipe range from 5.25 feet to 9 feet (in Alternative 1B) and from 5.75 feet to 9.9 feet in

alternative 1A) on the west and east sides of Caroline Avenue. The lower invert is on the west side of Caroline where the pipe is proposed to daylight into the future storm water storage area at the park to the west. It should be checked that sufficient cover is available to reasonably jack and bore said 54" or 60" diameter RCP pipe. The nearest boring B-1 is on the east side of Caroline Avenue (and was made on 52nd Place) and consists of very stiff to hard brown and gray to gray silty clay till found in dry conditions which is generally suitable for the bore and jack procedure. The pipe would be bored and jacked through very stiff to hard brown and gray clay till and be supported this same clay till soil which is suitable for supporting the said carrier pipe and utility pipeline (at this location).

The proposed approximately 11 feet +/- deep excavation at the location for the proposed jacking and receiving pits should be a braced excavation using a temporary steel sheet piling for pit excavations where $H \leq 11$ feet deep. The design of the earth retention system at the proposed jacking and receiving pits at Caroline Avenue should be performed on the basis of the **"Apparent Lateral Earth Pressure Diagram For Temporary Braced Earth Retention System Design For Jack and Bore Pits ($H \leq 11$ feet deep)"** as given in the **Appendix** of this report and the braced excavation should be capable of resisting minimum 894 psf/ft of length for depths up to 11 feet of braced length in comparison with the braced excavation's allowable maximum bending stress capacity with a construction surcharge load of 600 psf per running foot of bracing.

The reception pits and jacking pits should be designed by a Registered Structural Foundation/Geotechnical Engineer as a braced excavation. The design of trench temporary retention system should be performed by a Registered Structural Engineer of Illinois on the basis of the appropriate "Apparent Lateral Earth Pressure Diagram for Temporary Retention System Design" diagram given as given in the **Appendix** of this report. This design is the responsibility of the utility contractor.

The stability of the bottom of trench excavation is controlled by the type of soil at the bottom of the trench and its underlying soils of the excavation trench. For the proposed storm sewer pipeline, the bottom of excavation is located in very stiff brown and gray clay till is stable against bottom heave considering the bottom is dry due to proper dewatering is performed as recommended in this report.

Pavement Restoration Recommendations

Upon backfilling the storm sewer trenches with compacted trench backfill according to the recommendations given under the **Trench Backfill** section the shallow cut areas of the existing bituminous pavement should be patched per CBBEL to match the existing pavement section (see **Table No 1** of this report) and should be constructed in accordance with Section 442 "Pavement Patching" of the IDOT Standard Specifications for Road and Bridge Construction, 2022 Edition.

Per CBBEL where the open cuts are too deep, the existing pavement may be completely reconstructed in accordance with the IDOT Standard Specifications for Road and Bridge Construction, 2022 Edition. If to be total reconstructed and redesigned, the Modified AASHTO design per the IDOT Bureau of Design and Environment Manual, **Chapter 54, Pavement Design**, Current Edition from IDOT or Western Springs standard could be utilized in the structural design of the flexible bituminous concrete pavement. For the Modified AASTHO Pavement Design, the following factors are usually taken into consideration in arriving at a design of a flexible pavement, traffic density and type of traffic and frequency (actual field traffic count from traffic study) and design period of the proposed pavement along with the design IBR value of subgrade soils. The traffic design information is necessary to determine the pavement design such as the distribution of single unit vehicles (SU), passenger vehicles (PV) and multiple unit vehicles (MU) along with the average daily traffic (ADT) count obtained from actual field traffic counts for number of vehicular cars, buses, semi-trucks, garbage trucks and tractor-trailer semi-dump trucks and pickup trucks.

The Illinois Bearing Ratio (IBR) of the subgrade soil is used in conjunction with the traffic data for flexible pavement design. It is recommended that the design of the bituminous concrete pavement should be performed based on a typical IBR value of 3 for the existing virgin clay till subgrade (encountered in the 6 soil borings) as this will be a conservative value and control over the crushed stone backfilled in adjacent open cut areas.

For the new proposed flexible pavement, the HMA surface course and HMA binder course should consist of bituminous concrete mixtures as defined in Section 1030. Hot Mix Asphalt of the State of Illinois "Standard Specifications for Road and Bridge Construction," 2022 Edition. The HMA surface

course and HMA binder course should be compacted to a minimum 93% and maximum 97% theoretical density as determined by AASHTO T 209-11. This is the IDOT Big "D" value which is used with the nuclear density testing of the asphalt in order to determine the percentage of in place compaction achieved in the field. The field density of the bituminous concrete surface and binder courses should be tested with a nuclear density gauge by a SEECO Consultants, Inc. Field Engineer at the time of construction in the field.

Potential Construction Problems

Groundwater was not encountered in any of the six (6) soil borings (B-1 to B-6) drilled and sampled to 20 to 25 feet depth during the exploration of March 23, 2022. However, during the rainy season and under normal conditions, surface runoff and seepage water that may accumulate overnight or momentarily in the excavation trenches can be removed by means of the standard sump and pump procedures.

Any excavation that extends greater than five feet in depth should be designed in accordance with U.S. Department of Labor, Occupational Safety and Health Administration 1989 (OSHA) "Occupational Safety and Health Standards-Excavations; Final Rule" 29 CFR, Part 1926, Subpart P. Excavations with properly sloped or braced excavation earth retention systems (such as trench boxes) to prevent excavation instability and provide safety which is the responsibility of the utilities contractor. Also, the means and methods of excavating the soil materials are at the discretion of the utility contractor and are the responsibility of the utility contractor.

Construction Consultation Engineering

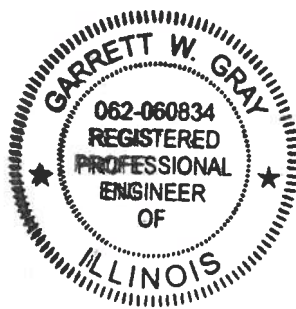
A Field Geotechnical Engineer from SEECO Consultants Inc. should be present during the utilities excavation operations to ensure compliance with the specifications during construction. Field density tests to determine the degree of trench backfill compaction should be performed by a Field Engineering Technician or Field Geotechnical Engineer from SEECO Consultants Inc. once the storm sewer is installed and the backfilling begins.

Closing Remarks

We trust this report and the information contained herein is sufficient for your present requirements. We have welcomed the opportunity to be of service to you on this project. If there are any questions regarding this report, please contact us at your convenience.

Respectfully submitted,

SEECO Consultants, Inc.



Garrett W. Gray
Garrett W Gray, P.E.
Project Engineer

Collin W. Gray
Collin W. Gray, S.E., P.E.
President

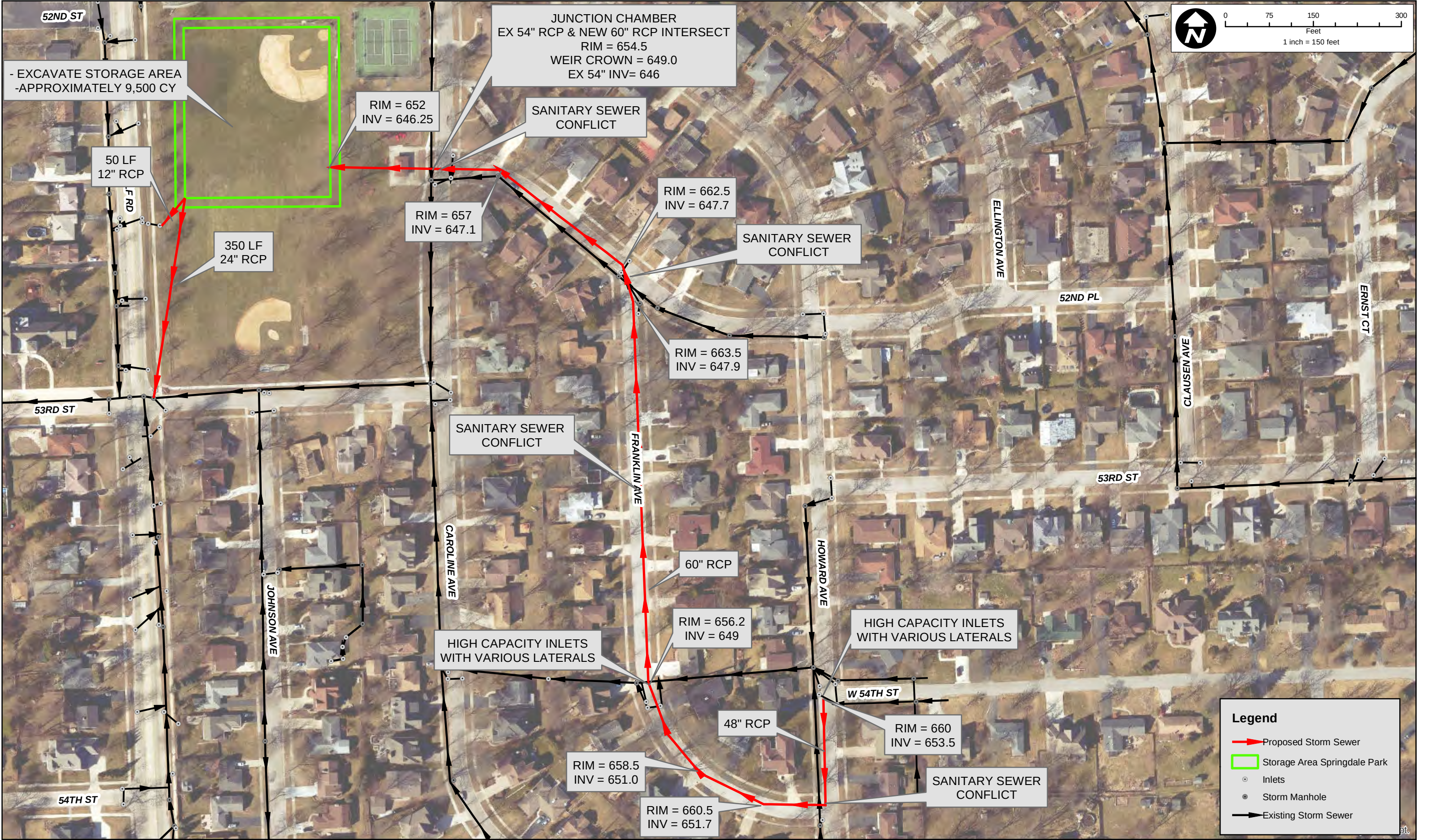
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APPENDIX

1. **PROPOSED STORM SEWER ROUTE ALTERNITAVE 1A (EXH 8) AND ALTERNATIVE 1B (EXH 9) PREPARED BY CBBEL**
2. **BORING LOCATION PLAN**
3. **GENERAL NOTES**
4. **BORING LOGS**
5. **UNIFIED SOIL CLASSIFICATION SYSTEM**
6. **APPARENT LATERAL EARTH PRESSURE
DIAGRAM FOR TRENCH PROTECTION BOX DESIGN IN
CLAYEY SOILS ($H \leq 20$ FEET DEEP)**
7. **APPARENT LATERAL EARTH PRESSURE DIAGRAM FOR
TEMPORARY EARTH RETENTION SYSTEM DESIGN IN
EQUIVALENT CLAYEY SOILS ($H \leq 25$ FEET DEEP)**
8. **APPARENT LATERAL EARTH PRESSURE DIAGRAM FOR
TEMPORARY BRACED EARTH RETENTION SYSTEM DESIGN
FOR JACK AND BORE PITS ($H \leq 11$ FEET DEEP)**
9. **ENVIRONMENTAL LABORATORY SOIL ANALYTICAL
RESULTS**
10. **COMPLETED LPC 663 FORM**
11. **GENERAL REMARKS**

APPENDIX 1



	CHRISTOPHER B. BURKE ENGINEERING LTD 9575 West Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500	CLIENT: VILLAGE OF WESTERN SPRINGS					DSGN. JLW DWN. JLW CHKD. JJJ SCALE: 1"= PLOT DATE: 9/25/2020 CAD USER:	TITLE: ALTERNATIVE 1A 100-YR PROTECTION	PROJ. NO. 200110 DATE: 9/25/2020 SHEET 0 OF 0 DRAWING NO. EXH 8			
			NO.			DATE		NATURE OF REVISION		CHKD.	MODEL:	
			FILE NAME			Path: N:\WESTERNSPRINGS\200110\GIS\Exhibits\Report Exhibits\EXH 8_ALT 1A.mxd						



CB

CHRISTOPHER B. BURKE ENGINEERING LTD
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:

VILLAGE OF WESTERN SPRINGS

					DSGN.	JLW	
					DWN.	JLW	
					CHKD.	JJJ	
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TITLE:

ALTERNATIVE 1B
100-YR PROTECTION

PROJ. NO. 200110

DATE: 9/25/2020

SHEET 0 OF 0

DRAWING NO.

EXH 9

APPENDIX 2



NO.	DATE	REVISIONS	BY	DRAWN	EH	 SEECO Consultants, Inc. 7350 Duvar Drive, Tinley Park, Illinois 60477 OFFICE: (708) 429-1666 FAX: (708) 429-1689	CLIENT	PROJECT NAME AND LOCATION	BORING LOCATION PLAN	DATE	3/28/2022	SHEET 1 OF 1
				DESIGNED	EH		Christopher B. Burke Engineering, Ltd.	Proposed Storm Sewer Project Western Springs, IL		SCALE	See Map	
				APPROVED	CWG					JOB NO.	12946G	

APPENDIX 3

SEECO Consultants Inc.7350 DUVAN DRIVE
TINLEY PARK, ILLINOIS 60477**GENERAL NOTES****DRILLING AND SAMPLING SYMBOLS**

SS	SPLIT SPOON	1-3/8" I.D. x 2" O.D. (EXCEPT WHERE NOTED)
2T	THINWALL TUBE SAMPLER	2" O.D. x 1-7/8" I.D.
3T	THINWALL TUBE SAMPLER	3" O.D. x 2-7/8" I.D.
3P	PISTON SAMPLER	3" O.D. THINWALL TUBE
FA	CONTINUOUS FLIGHT AUGER	4" O.D.
HS	HOLLOW STEM AUGER	6-3/4" O.D. x 3-1/4" I.D.
HA	HAND AUGER	
RB	ROLLER ROCK BIT	
FT	FISHTAIL BIT	
DB	DIAMOND BIT	
AX	ROCK CORE	1-3/16" DIAMETER
BX	ROCK CORE	1-5/8" DIAMETER
NX	ROCK CORE	2-1/8" DIAMETER
AS	AUGER SAMPLE	
WS	WASH SAMPLE	
CA	COMBINED ANALYSIS	
SA	SIEVE ANALYSIS	

Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a two inch O.D. split spoon, except where noted.

WATER LEVEL MEASUREMENT SYMBOLS

	WATER LEVEL OBSERVATION	WD	WHILE DRILLING
WCI	WET CAVE-IN	BCR	BEFORE CASING REMOVAL
DCI	DRY CAVE-IN	ACR	AFTER CASING REMOVAL
WS	WHILE SAMPLING	AB	AFTER BORING

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. In pervious soils, the indicated elevations are considered reliable groundwater levels. In impervious soils, the accurate determination of groundwater elevations are not possible in even several days observation, and additional evidence on groundwater elevations must be sought.

SOIL IDENTIFICATION TERMINOLOGY**COHESIONLESS SOILS**

<u>COMPONENT</u>	<u>SIZE RANGE</u>	<u>DESCRIPTIVE TERM</u>	<u>PERCENT OF WEIGHT</u>
BOULDERS	OVER 8"	TRACE	0 – 10
COBBLES	8" TO 3"	LITTLE	10 – 20
GRAVEL	3" TO #4 SIEVE (4.75 mm)	SOME	20 – 35
SAND	#4 TO #200 SIEVE (0.074 mm)	AND	35 – 50
SILT	PASSING #200 SIEVE (0.074 mm)		

SOIL IDENTIFICATION TERMINOLOGY (Cont'd)

COHESIVE SOILS

<u>DESCRIPTIVE TERM</u>	<u>PLASTICITY INDEX</u>
CLAYEY SILT OR ORGANIC CLAYEY SILT	4 – 7
SILTY CLAY OR ORGANIC SILTY CLAY	8 – 30
CLAY OR ORGANIC CLAY	> 30

INTERMEDIATE SOILS

<u>DESCRIPTIVE TERM</u>	<u>PLASTICITY INDEX</u>
SILT	0 – 3

Unconfined compression tests are generally not applicable for intermediate soils.

CONSISTENCY OF COHESIVE SOILS

RELATIVE DENSITY OF GRANULAR SOILS

1-3/8" I.D. x 2" O.D. with 140 pound hammer falling 30"

UNCONFINED COMP.
STRENGTH, Qu, TSF

CONSISTENCY

N – BLOWS/FT.

RELATIVE DENSITY

<0.25	VERY SOFT	0 – 3	VERY LOOSE
0.25 - 0.49	SOFT	4 – 9	LOOSE
0.50 - 1.00	MEDIUM	10 – 29	MEDIUM DENSE
1.01 - 1.99	STIFF	30 – 49	DENSE
2.00 - 3.99	VERY STIFF	50 – 80	VERY DENSE
4.00 - 8.00	HARD	>80	EXTREMELY DENSE
>8.00	VERY HARD		

CONSISTENCY OF COHESIVE SOILS

N – BLOWS/FT.

RELATIVE DENSITY

0 – 2	VERY SOFT
2 – 4	SOFT
4 – 8	MEDIUM
8 – 15	STIFF
15 – 30	VERY STIFF
>30	HARD

APPENDIX 4

BORING LOG

CLIENT	Christopher B. Burke Engineering, Ltd.	PROJECT	Proposed Storm Sewer Project
ENGINEER	Christopher B. Burke Engineering, Ltd.	LOCATION	Western Springs, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER		OVM ppm	Unconfined Compressive Strength, Tons/Ft. ²					REMARKS
					B-1								
					SURFACE ELEVATION (M.S.L.)								
					STATION	OFFSET from CL		STD "N" PENETRATION BLOWS PER FT.					
					DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)		10	20	30	40	50		
		HS			6.75" BITUMINOUS CONCRETE PAVEMENT								
					7.25" CRUSHED STONE BASE COURSE								
2.5	1	SS	67		SILTY CLAY, Brown and Gray, Trace Sand and Gravel, Hard to Very Stiff, Moist (CL)	0		8		4		ENV. Sample	
		HS			(pH = 8.98)								
5.0	2	SS	46			0		3		4			
		HS											
7.5	3	SS	33			0		3		4			
		HS											
10.0	4	SS	54			0	8	3					
12.5		HS			SILTY CLAY, Gray, Trace Sand and Gravel, Very Stiff, Moist (CL)								
15.0	5	SS	63			0		3		4			
		HS											
17.5													
20.0	6	SS	50			0		8		4			
					End of Boring at 20 Feet								
22.5					Note:								
25.0					1) All soil samples were screened with a MiniRae 3000 OVM photo-ionization detector (PID) and by utilizing olfactory senses. No petroleum odors were detected in all samples and all PID = 0 ppm.								
27.5					2) Sample 1 was discretely chosen to be environmental chemically tested for VOCs, SVOCs, Total 8 RCRA Metals, and pH by an independent environmental laboratory.								
30.0													

Calibrated Penetrometer Unconfined Compression

Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477		Boring Started		3/23/22
W.L.					Boring Completed		3/23/22
W.L.	DRY WS/WD	DRY ACR			Driller	EN	Rig D-50
W.L.					Drawn By	EH	Sheet 1 of 1

BORING LOG

CLIENT	Christopher B. Burke Engineering, Ltd.	PROJECT	Proposed Storm Sewer Project
ENGINEER	Christopher B. Burke Engineering, Ltd.	LOCATION	Western Springs, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER		OVM ppm	Unconfined Compressive Strength, Tons/Ft. ²					REMARKS	
					B-2									
					SURFACE ELEVATION (M.S.L.)									
					STATION	OFFSET from CL		1 2 3 4 5						
DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)					PL MC LL					STD "N" PENETRATION BLOWS PER FT.				
					10 20 30 40 50									

● Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477 Approved GG Job No. 12946G		Boring Started 3/23/22	
W.L.					Boring Completed 3/23/22	
W.L.	DRY WS/WD	DRY ACR			Driller EN	Rig D-50
W.L.			Approved GG	Job No. 12946G	Drawn By EH	Sheet 1 of 1

BORING LOG

CLIENT	Christopher B. Burke Engineering, Ltd.	PROJECT	Proposed Storm Sewer Project
ENGINEER	Christopher B. Burke Engineering, Ltd.	LOCATION	Western Springs, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER		OVM ppm	Unconfined Compressive Strength, Tons/Ft. ²					REMARKS
					B-3								
					SURFACE ELEVATION (M.S.L.)								
					STATION	OFFSET from CL							
DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)					STD "N" PENETRATION BLOWS PER FT.								
							10	20	30	40	50		

2.5	1	SS	46		5" BITUMINOUS CONCRETE PAVEMENT		0					
					9" CRUSHED STONE BASE COURSE							
					SILTY CLAY, Brown and Gray, Trace Sand and Gravel, Very Stiff to Hard to Very Stiff, Moist (CL)							
					(pH = 8.68)							
5.0	2	SS	29				0					
7.5	3	SS	58				0					
10.0	4	SS	42				0					
12.5												
15.0	5	SS	71		SILTY CLAY, Gray, Trace Sand and Gravel, Hard, Moist (CL)		0					
17.5												
20.0	6	SS	29			0						
22.5												
25.0	7	SS	67			0						
27.5												
30.0												
				End of Boring at 25 Feet								
				Note:								
				1) All soil samples were screened with a MiniRae 3000 OVM photo-ionization detector (PID) and by utilizing olfactory senses. No petroleum odors were detected in all samples and all PID = 0 ppm.								
				2) Sample 1 was discretely chosen to be environmental chemically tested for pH by an independent environmental laboratory.								

Calibrated Penetrometer Unconfined Compression

☉ Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477 Approved GG Job No. 12946G		Boring Started 3/23/22	
W.L.					Boring Completed 3/23/22	
W.L.	DRY WS/WD	DRY ACR			Driller EN	Rig D-50
W.L.					Drawn By EH	Sheet 1 of 1

BORING LOG

CLIENT	Christopher B. Burke Engineering, Ltd.	PROJECT	Proposed Storm Sewer Project
ENGINEER	Christopher B. Burke Engineering, Ltd.	LOCATION	Western Springs, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER B-4		OVM ppm	Unconfined Compressive Strength, Tons/Ft. ²					REMARKS
					SURFACE ELEVATION (M.S.L.)								
					STATION	OFFSET from CL		1	2	3	4	5	
					DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)			PL ▲		MC ×		LL ▲	
								STD "N" PENETRATION BLOWS PER FT.					
								10	20	30	40	50	
2.5	1	SS	54		5.75" BITUMINOUS CONCRETE PAVEMENT		0						
		HS			7.25" CRUSHED STONE BASE COURSE								
		HS			SILTY CLAY, Brown and Gray, Trace Sand and Gravel, Very Stiff to Hard, Moist	(CL)							
		HS			(pH = 8.17)								
5.0	2	SS	71				0						
		HS											
7.5	3	SS	33			0							
		HS											
10.0	4	SS	63		SILTY CLAY, Brown, Trace Sand and Gravel, Hard, Moist	(CL)	0						
12.5		HS											
15.0	5	SS	50		SILTY CLAY, Gray, Trace Sand and Gravel, Hard to Very Stiff, Moist	(CL)	0						
17.5		HS											
20.0	6	SS	38				0						
22.5					End of Boring at 20 Feet								
25.0					Note:								
27.5					1) All soil samples were screened with a MiniRae 3000 OVM photo-ionization detector (PID) and by utilizing olfactory senses. No petroleum odors were detected in all samples and all PID = 0 ppm.								
30.0					2) Sample 1 was discretely chosen to be environmental chemically tested for pH by an independent environmental laboratory.								

Calibrated Penetrometer Unconfined Compression

☉ Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477		Boring Started 3/23/22	
W.L.					Boring Completed 3/23/22	
W.L.	DRY WS/WD	DRY ACR			Driller EN	Rig D-50
W.L.					Drawn By EH	Sheet 1 of 1

BORING LOG

CLIENT	Christopher B. Burke Engineering, Ltd.	PROJECT	Proposed Storm Sewer Project
ENGINEER	Christopher B. Burke Engineering, Ltd.	LOCATION	Western Springs, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER		OVM ppm	Unconfined Compressive Strength, Tons/Ft. ²					REMARKS	
					B-5									
					SURFACE ELEVATION (M.S.L.)									
					STATION	OFFSET from CL		1 2 3 4 5						
DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)					PL MC LL					STD "N" PENETRATION BLOWS PER FT.				
					10 20 30 40 50									
2.5 5.0 7.5 10.0 12.5 15.0 17.5 20.0	1	SS	58		5" BITUMINOUS CONCRETE PAVEMENT 7" CRUSHED STONE BASE COURSE SILTY CLAY, Brown and Gray, Trace Sand and Gravel, Very Stiff, Moist (CL)		0							
		HS												
	2	SS	75		SILTY CLAY, Brown, Trace Sand and Gravel, Very Stiff, Moist (CL)		0							
		HS												
	3	SS	46		SILTY CLAY, Brown and Gray, Trace Sand and Gravel, Hard, Moist (CL)		0							
		HS												
	4	SS	63		SILTY CLAY, Gray, Trace Sand and Gravel, Hard, Moist (CL)		0							
		HS												
	5	SS	71		End of Boring at 20 Feet		0							
		HS												
	6	SS	33		Note: 1) All soil samples were screened with a MiniRae 3000 OVM photo-ionization detector (PID) and by utilizing olfactory senses. No petroleum odors were detected in all samples and all PID = 0 ppm.		0							
22.5														
25.0														
27.5														
30.0														

Calibrated Penetrometer Unconfined Compression

Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477 Approved GG Job No. 12946G		Boring Started 3/23/22	
W.L.					Boring Completed 3/23/22	
W.L.	DRY WS/WD	DRY ACR			Driller EN	Rig D-50
W.L.			Approved GG	Job No. 12946G	Drawn By EH	Sheet 1 of 1

BORING LOG

CLIENT	Christopher B. Burke Engineering, Ltd.	PROJECT	Proposed Storm Sewer Project
ENGINEER	Christopher B. Burke Engineering, Ltd.	LOCATION	Western Springs, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER B-6		OVM ppm	Unconfined Compressive Strength, Tons/Ft. ²					REMARKS
					SURFACE ELEVATION (M.S.L.)								
					STATION	OFFSET from CL		1	2	3	4	5	
					DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)			PL ▲		MC ×		LL ▲	
								STD "N" PENETRATION BLOWS PER FT.					
								10	20	30	40	50	
		HS			6" BITUMINOUS CONCRETE PAVEMENT								
			9" CRUSHED STONE BASE COURSE										
2.5	1	SS	54		SILTY CLAY, Brown and Gray, Trace Sand and Gravel, Very Stiff to Stiff to Hard, Moist (CL)		0						
		HS			(pH = 8.66)								
5.0	2	SS	75				0						
		HS											
7.5	3	SS	42				0						
		HS											
10.0	4	SS	33				0						
		HS											
12.5		HS											
15.0	5	SS	50	SILTY CLAY, Gray, Trace Sand and Gravel, Very Stiff, Moist (CL)		0							
		HS											
17.5													
20.0	6	SS	67			0							
22.5				End of Boring at 20 Feet									
25.0				Note:									
27.5				1) All soil samples were screened with a MiniRae 3000 OVM photo-ionization detector (PID) and by utilizing olfactory senses. No petroleum odors were detected in all samples and all PID = 0 ppm.									
30.0				2) Sample 1 was discretely chosen to be environmental chemically tested for pH by an independent environmental laboratory.									

Calibrated Penetrometer Unconfined Compression

Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477		Boring Started 3/23/22	
W.L.					Boring Completed 3/23/22	
W.L.	DRY WS/WD	DRY ACR			Driller EN	Rig D-50
W.L.					Drawn By EH	Sheet 1 of 1

APPENDIX 5

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

ASTM Designation: D 2487-10

(Based on United Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests^A

SEECO Consultants, Inc.

Soil Classification

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Group Symbol	Group Name ^B	
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well graded gravel ^F	
			$Cu \geq 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F	
		Gravels with fines More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^I	
			$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly graded sand ^I	
		Sands with fines More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}	
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}	
	Fine-Grained Soils 50% or more passes the No. 200 sieve	Silt and Clays Liquid limit less than 50	Inorganic	PI > 7 and plots on or above "A" line ^J	CL	Lean clay ^{K, L, M}
				PI < 4 or plots below "A" line ^J	ML	Silt ^{K, L, M}
			Organic	Liquid limit –oven dried <0.75	OL	Organic clay ^{K, L, M, N}
				Liquid limit –not dried	OL	Organic silt ^{K, L, M, O}
Silt and Clays Liquid limit 50 or more		Inorganic	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}	
			PI plots below "A" line	MH	Elastic silt ^{K, L, M}	
		Organic	Liquid limit –oven dried <0.75	OH	Organic clay ^{K, L, M, P}	
			Liquid limit –not dried		Organic silt ^{K, L, M, Q}	
Highly organic soils	Primarily organic matter, dark in color, and organic odor			PT	Peat	

^ABased on the material passing the three inch (75 MM) sieve

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name

^CGravels with 5 to 12% fines require dual symbols:

GW-GM well-graded gravel with silt

GW-GC well-graded gravel with clay

GP-GM poorly graded gravel with silt

GP-GC poorly graded gravel with clay

^DSands with 5 to 12% fines require dual symbols:

SW-SM well-graded sand with silt

SW-SC well-graded sand with clay

SP-SM poorly graded sand with silt

SP-SC poorly graded sand with clay

$$^E C_u = D_{60}/D_{10} \quad C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^FIf silt contains $\geq 15\%$ sand, add

"with sand" to group name

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM

^HIf fines are organic, add "with organic fines" to group name

^IIf silt contains $\geq 15\%$ gravel, add "with gravel" to group name

^JIf Atterberg limits plot in hatched area, soil is a CL-ML, silty clay

^KIf silt contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant

^LIf silt contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name

^MIf silt contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name

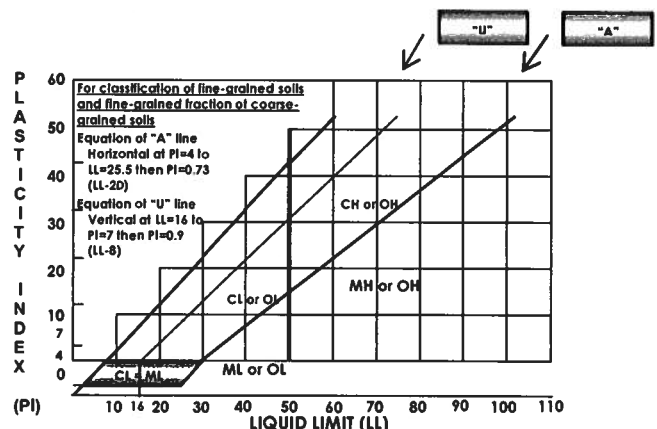
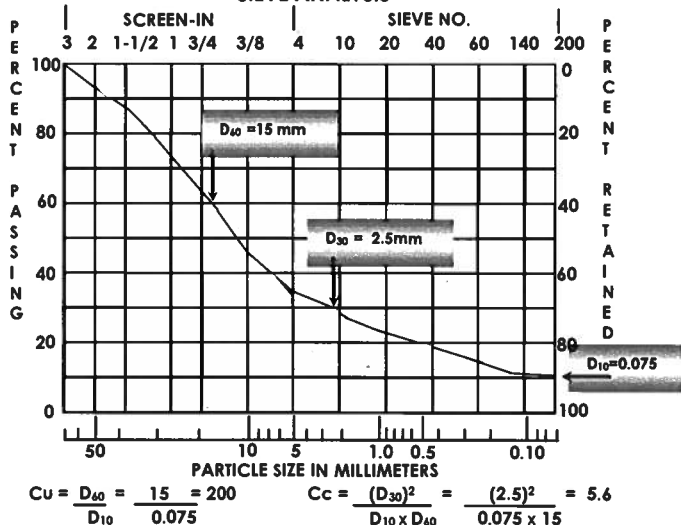
^NPI ≥ 4 and plots on or above "A" line

^OPI < 4 or plots below "A" line

^PPI plots on or above "A" line

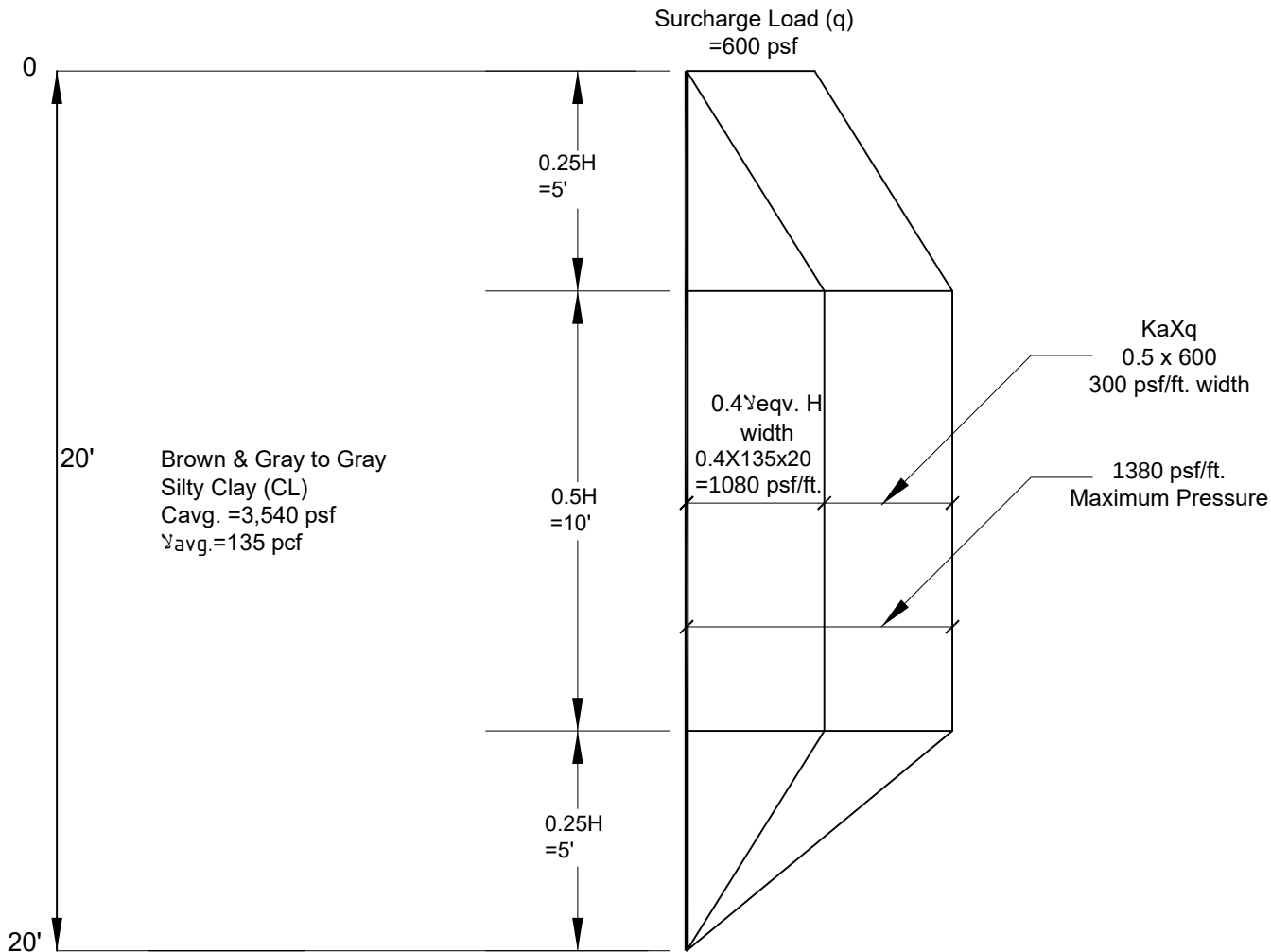
^QPI plots below "A" line

SIEVE ANALYSIS



APPENDIX 6

Apparent Lateral Earth Pressure Diagram For Trench Protection Box Design in Clayey Soils ($H \leq 20$ Feet Deep)



Note: Pressure Diagram for a braced excavation through the silty clay is determined by equilibrium and by assuming the area is predewatered to the bottom of the excavation.

Soil Profile shown is obtained from boring B-1

$$\gamma_{avg} \cdot H / C_{avg} = (135 \text{ pcf} \cdot 20') / 2250 \text{ psf} = 0.76 < 4.0$$

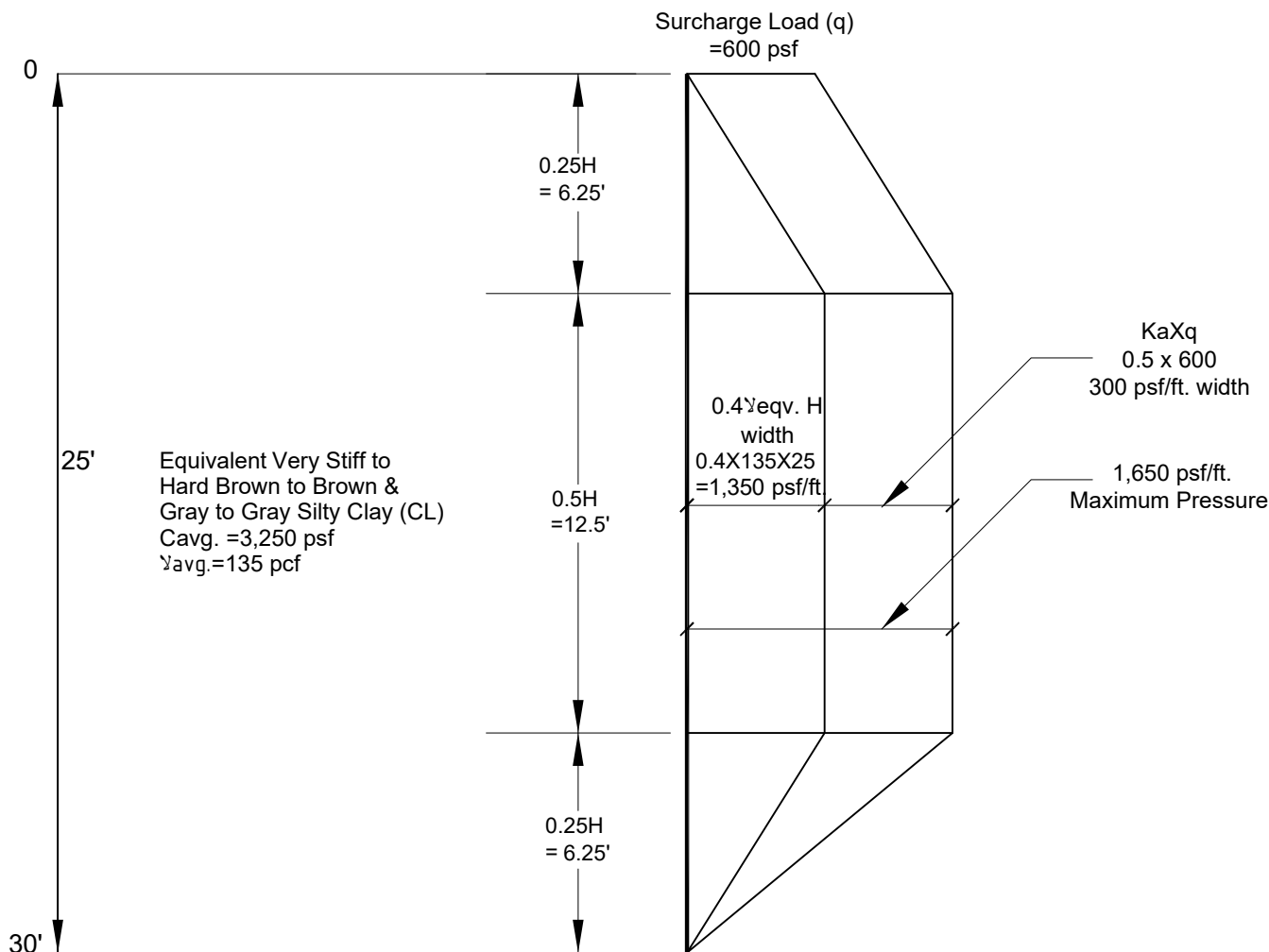
$$\begin{aligned} \sigma_a &= 0.4 \gamma_{eqv} \cdot H + K_a \cdot q \\ &= 0.4(135)(20) + 0.50 \cdot 600 \\ &= 1380 \text{ psf/ft.} \end{aligned}$$

Assumptions: 1) Water table is below the bottom of excavation.

DRAWN BY G.G.	APPROVED CWG	DATE 4/14/2022	APPARENT LATERAL BRACED EARTH PRESSURE DIAGRAM FOR TRENCH PROTECTION BOX DESIGN IN EQUIVALENT COHESIVE SOILS
SCALE N.T.S.	FIGURE 1 OF 1	JOB NO. 12946G	CLIENT Christopher B. Burke Engineering, Ltd.
SEECO Consultants, Inc. 7350 Duvar Drive, Tinley Park, Illinois 60477 OFFICE: (708) 429-1666 FAX: (708) 429-1689			PROJECT NAME & LOCATION Proposed Storm Sewer Project Western Springs, IL

APPENDIX 7

Apparent Lateral Earth Pressure Diagram For Temporary Earth Retention System Design in Equivalent Clayey Soils ($H \leq 25$ Feet Deep)



Note: Pressure Diagram for a braced excavation through the silty clay is determined by equilibrium and by assuming the area is predewatered to the bottom of the excavation. Soil Profile shown is obtained from boring B-2.

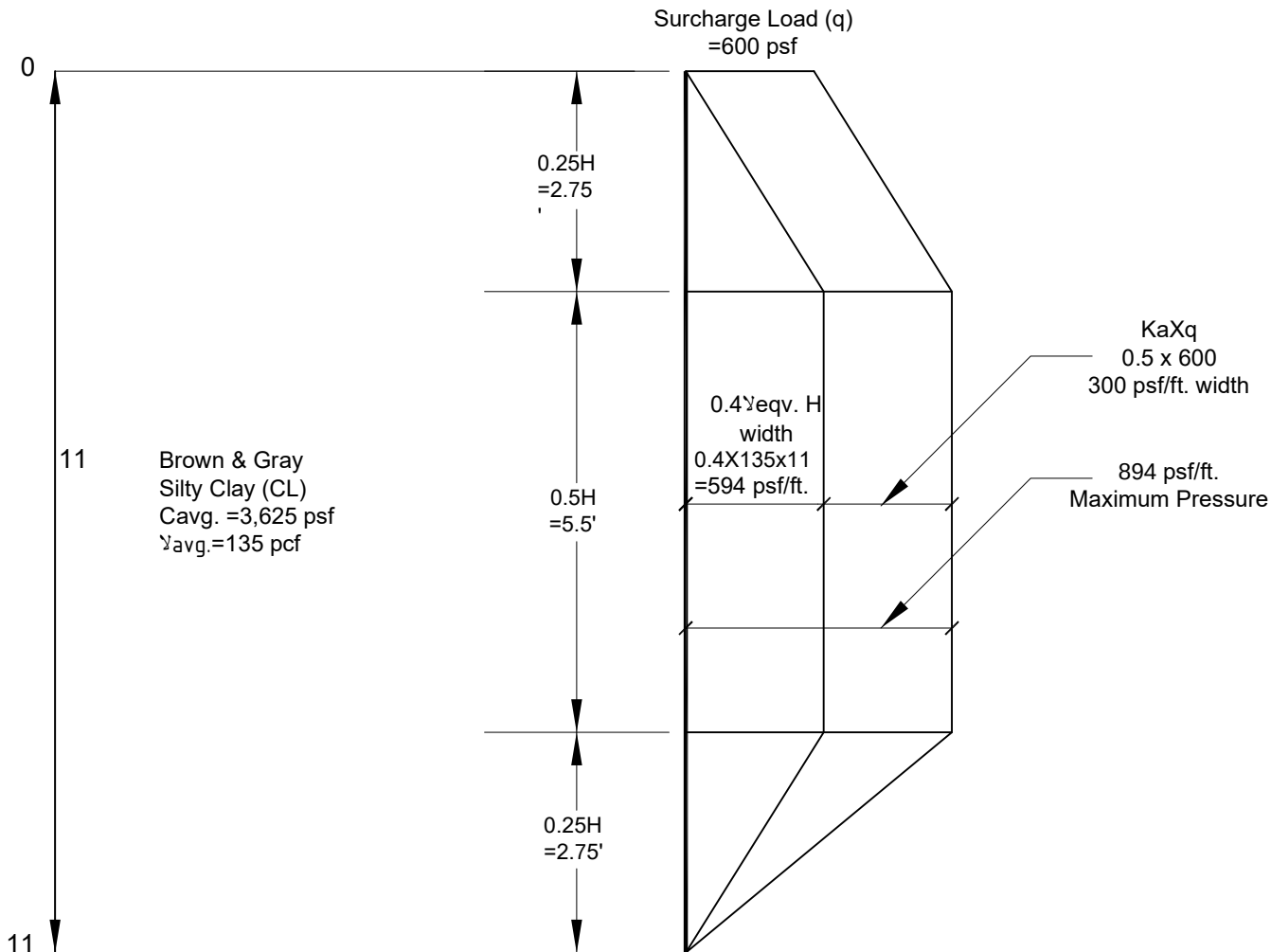
$$\begin{aligned} \text{Cavg.} &= 3,250 \text{ psf} \quad \gamma \text{ avg.} = 135 \text{ pcf} \\ \gamma \text{ avg.} * H / \text{Cavg.} &= (135 \text{ pcf} * 25') / 3,250 \text{ psf} = 1.0 < 4.0 \\ \sigma_a &= 0.4 \gamma \text{ eqv.} H + K_a * q \\ &= 0.4(135)(25) + 0.50 * 600 \\ &= 1,650 \text{ psf/ft.} \end{aligned}$$

Assumptions: 1) Water table is below the bottom of excavation.

DRAWN BY G.G.	APPROVED CWG	DATE 4/15/2022	APPARENT LATERAL BRACED EARTH PRESSURE DIAGRAM FOR TRENCH PROTECTION BOX DESIGN IN EQUIVALENT COHESIVE SOILS
SCALE N.T.S.	FIGURE 1 OF 1	JOB NO. 12946G	CLIENT Christopher B. Burke Engineering, Ltd.
SEECO Consultants, Inc. 7350 Duvar Drive, Tinley Park, Illinois 60477 OFFICE: (708) 429-1666 FAX: (708) 429-1689			PROJECT NAME & LOCATION Proposed Storm Sewer Project Western Springs, IL

APPENDIX 8

Apparent Lateral Earth Pressure Diagram For Temporary Braced Earth Retention System Design For Jack and Bore Pits (H < 11 Feet Deep)



Note: Pressure Diagram for a braced excavation through the silty clay is determined by equilibrium and by assuming the area is predewatered to the bottom of the excavation.

Soil Profile shown is obtained from boring B-1

$$\gamma_{avg} \cdot H / C_{avg} = (135 \text{ pcf} \cdot 11') / 3625 \text{ psf} = 0.41 < 4.0$$

$$\begin{aligned} \sigma_a &= 0.4 \gamma_{eqv} \cdot H + K_a \cdot q \\ &= 0.4(135)(11) + 0.50 \cdot 600 \\ &= 894 \text{ psf/ft.} \end{aligned}$$

Assumptions: 1) Water table is below the bottom of excavation.

DRAWN BY G.G.	APPROVED CWG	DATE 4/15/2022	APPARENT LATERAL BRACED EARTH PRESSURE DIAGRAM FOR BORE AND JACK PITS IN EQUIVALENT COHESIVE SOILS
SCALE N.T.S.	FIGURE 1 OF 1	JOB NO. 12946G	CLIENT Christopher B. Burke Engineering, Ltd.
SEECO Consultants, Inc. 7350 Duvar Drive, Tinley Park, Illinois 60477 OFFICE: (708) 429-1666 FAX: (708) 429-1689			PROJECT NAME & LOCATION Proposed Storm Sewer Project Western Springs, IL

APPENDIX 9



April 06, 2022

Mr. Don Cassier

SEECO ENVIRONMENTAL SERVICES

7350 Duvan Drive

Tinley Park, IL 60477

Project ID: 12946

First Environmental File ID: 22-2003

Date Received: March 30, 2022

Dear Mr. Don Cassier:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922022-8: effective 02/10/2022 through 02/28/2023.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Neal Cleghorn
Project Manager



Case Narrative

SEECO ENVIRONMENTAL SERVICES

Lab File ID: **22-2003**

Project ID: **12946**

Date Received: **March 30, 2022**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
22-2003-001	B-1	03/23/22
22-2003-002	B-3	03/23/22
22-2003-003	B-4	03/23/22
22-2003-004	B-6	03/23/22

Sample Batch Comments:

Method 5035 vials for soil VOCs were not received. Samples preserved in lab.



Case Narrative

SEECO ENVIRONMENTAL SERVICES

Lab File ID: **22-2003**

Project ID: **12946**

Date Received: **March 30, 2022**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 12946
Sample ID: B-1
Sample No: 22-2003-001

Date Collected: 03/23/22
Time Collected:
Date Received: 03/30/22
Date Reported: 04/06/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total Method: 2540G 2011				
Analysis Date: 03/31/22				
Total Solids	85.71		%	
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 04/01/22				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 12946
Sample ID: B-1
Sample No: 22-2003-001

Date Collected: 03/23/22
Time Collected:
Date Received: 03/30/22
Date Reported: 04/06/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 04/01/22				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	

Semi-Volatile Compounds		Method: 8270C	Preparation Method 3540C	
Analysis Date: 04/05/22			Preparation Date: 04/04/22	
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzidine	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Benzoic acid	< 330	330	ug/kg	
Benzyl alcohol	< 330	330	ug/kg	
bis(2-Chloroethoxy)methane	< 330	330	ug/kg	
bis(2-Chloroethyl)ether	< 330	330	ug/kg	
bis(2-Chloroisopropyl)ether	< 330	330	ug/kg	
bis(2-Ethylhexyl)phthalate	< 330	330	ug/kg	
4-Bromophenyl phenyl ether	< 330	330	ug/kg	
Butyl benzyl phthalate	< 330	330	ug/kg	
Carbazole	< 330	330	ug/kg	
4-Chloroaniline	< 330	330	ug/kg	
4-Chloro-3-methylphenol	< 330	330	ug/kg	
2-Chloronaphthalene	< 330	330	ug/kg	
2-Chlorophenol	< 330	330	ug/kg	
4-Chlorophenyl phenyl ether	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Dibenzofuran	< 330	330	ug/kg	
1,2-Dichlorobenzene	< 330	330	ug/kg	
1,3-Dichlorobenzene	< 330	330	ug/kg	
1,4-Dichlorobenzene	< 330	330	ug/kg	
3,3'-Dichlorobenzidine	< 660	660	ug/kg	
2,4-Dichlorophenol	< 330	330	ug/kg	



Analytical Report

Client: SEEEO ENVIRONMENTAL SERVICES
Project ID: 12946
Sample ID: B-1
Sample No: 22-2003-001

Date Collected: 03/23/22
Time Collected:
Date Received: 03/30/22
Date Reported: 04/06/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds		Method: 8270C		
Analysis Date: 04/05/22		Preparation Method 3540C		
		Preparation Date: 04/04/22		
Diethyl phthalate	< 330	330	ug/kg	
2,4-Dimethylphenol	< 330	330	ug/kg	
Dimethyl phthalate	< 330	330	ug/kg	
Di-n-butyl phthalate	< 330	330	ug/kg	
4,6-Dinitro-2-methylphenol	< 1,600	1600	ug/kg	
2,4-Dinitrophenol	< 1,600	1600	ug/kg	
2,4-Dinitrotoluene	< 250	250	ug/kg	
2,6-Dinitrotoluene	< 260	260	ug/kg	
Di-n-octylphthalate	< 330	330	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Hexachlorobenzene	< 330	330	ug/kg	
Hexachlorobutadiene	< 330	330	ug/kg	
Hexachlorocyclopentadiene	< 330	330	ug/kg	
Hexachloroethane	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Isophorone	< 330	330	ug/kg	
2-Methylnaphthalene	< 330	330	ug/kg	
2-Methylphenol	< 330	330	ug/kg	
3 & 4-Methylphenol	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
2-Nitroaniline	< 1,600	1600	ug/kg	
3-Nitroaniline	< 1,600	1600	ug/kg	
4-Nitroaniline	< 1,600	1600	ug/kg	
Nitrobenzene	< 260	260	ug/kg	
2-Nitrophenol	< 1,600	1600	ug/kg	
4-Nitrophenol	< 1,600	1600	ug/kg	
n-Nitrosodi-n-propylamine	< 90	90	ug/kg	
n-Nitrosodimethylamine	< 330	330	ug/kg	
n-Nitrosodiphenylamine	< 330	330	ug/kg	
Pentachlorophenol	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Phenol	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Pyridine	< 330	330	ug/kg	
1,2,4-Trichlorobenzene	< 330	330	ug/kg	
2,4,5-Trichlorophenol	< 330	330	ug/kg	



Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 12946
Sample ID: B-1
Sample No: 22-2003-001

Date Collected: 03/23/22
Time Collected:
Date Received: 03/30/22
Date Reported: 04/06/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds				
Method: 8270C		Preparation Method 3540C		
Analysis Date: 04/05/22		Preparation Date: 04/04/22		
2,4,6-Trichlorophenol	< 330	330	ug/kg	
Total Metals				
Method: 6010C		Preparation Method 3050B		
Analysis Date: 04/05/22		Preparation Date: 04/01/22		
Arsenic	9.2	1.0	mg/kg	
Barium	38.9	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	19.2	0.5	mg/kg	
Lead	15.5	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury				
Method: 7471B				
Analysis Date: 04/01/22				
Mercury	< 0.05	0.05	mg/kg	
pH @ 25°C, 1:2				
Method: 9045D				
Analysis Date: 04/05/22 10:05				
pH @ 25°C, 1:2	8.98		Units	



Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 12946
Sample ID: B-3
Sample No: 22-2003-002

Date Collected: 03/23/22
Time Collected:
Date Received: 03/30/22
Date Reported: 04/06/22

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 04/05/22 10:05				
pH @ 25°C, 1:2	8.68		Units	



Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 12946
Sample ID: B-4
Sample No: 22-2003-003

Date Collected: 03/23/22
Time Collected:
Date Received: 03/30/22
Date Reported: 04/06/22

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Method: 9045D				
Analysis Date: 04/05/22 10:05				
pH @ 25°C, 1:2	8.17		Units	



Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 12946
Sample ID: B-6
Sample No: 22-2003-004

Date Collected: 03/23/22
Time Collected:
Date Received: 03/30/22
Date Reported: 04/06/22

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 04/05/22 10:05				
pH @ 25°C, 1:2	8.66		Units	

Company Name: SEECO			
Street Address:			
City:		State:	Zip:
Phone:	e-Mail: cassier@seeco.com		
Send Report To: Cassier	Hardcopy: ☐	PDF e-Mail: ☒	
Sampled By: DM			

Page 4 of 11

[illegible]

S-soil **SL**-sludge **WIPE**-wipe **O**-other

Q

Date/Time:

APPENDIX 10



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification
by Licensed Professional Engineer or Licensed Professional Geologist
for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Proposed Storm Sewer Project Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

Howard Ave (Franklin Ave to 52nd Pl); Franklin Ave (Howard Ave to 52nd Pl); 52nd PL (Howard Ave to Springdale Park)

City: Western Springs State: IL Zip Code: 60558

County: Cook Township: Lyons

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.79408 Longitude: - 87.89484

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Western Springs

Street Address: 740 Hillgrove Avenue

PO Box: _____

City: Western Springs State: IL

Zip Code: 60558 Phone: 708-246-1800

Contact: Chris Breakey, Superintendent of PW

Email, if available: _____

Site Operator

Name: Village of Western Springs

Street Address: 740 Hillgrove Avenue

PO Box: _____

City: Western Springs State: IL

Zip Code: 60558 Phone: 708-246-1800

Contact: Chris Breakey, Superintendent of PW

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Uncontaminated Soil Certification**III. Basis for Certification and Attachments**

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

SEECO performed 6 borings (B1-B6) to 20-25 feet depth and chemical laboratory testing was performed on 1 representative soil sample (B1/S1). Materials certified herewith as CCDD material must be free of rebar, garbage, etc. and any said materials must be segregated from CCDD materials and disposed of in other legal means.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

SEECO screened for volatile organics using a Photo Ionization Detector which indicates the presence of volatile organics in parts per million (ppm). No readings indicated the presence of volatile organics associated with contamination at the locations tested. Laboratory analysis were within the MAC range set forth by the IEPA and soil pH range is acceptable (results attached).

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

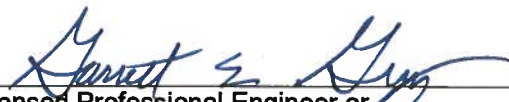
I, Garrett Gray (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: SEECO Environmental Services, Inc.
Street Address: 7350 Duvan Drive
City: Tinley Park State: IL Zip Code: 60477
Phone: 708 429-1685

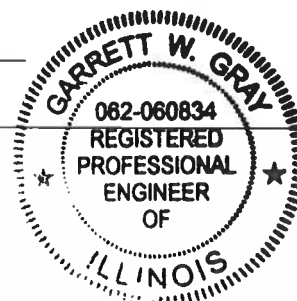
Garrett Gray

Printed Name:



Licensed Professional Engineer or
Licensed Professional Geologist Signature:

Apr 14, 2022
Date:



P.E or L.P.G. Seal:

Construction Monitoring &
Observations

Construction Materials Testing

Tunnels and Underground Openings

Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations

Foundation Analysis & Design

Structural Rehabilitation
Condition Surveys

Dams and Drainage Studies

October 5, 2023

Mr. Bryan Welch, P.E.
Christopher B. Burke Engineering, Ltd.
16221 W. 159th Street, Suite 201
Lockport, IL 60441

Re: Subsurface Exploration, Geotech Laboratory
Testing and Engineering and Analysis for the
Proposed Village of Western Springs Springdale
Park Stormwater Detention Facility
SEECO Job No. 12946G-1

Dear Mr. Welch:

This geotechnical report is prepared for the construction of a new stormwater detention basin in Springdale Park for the Village of Western Springs, Illinois.

Christopher B. Burke Engineering, Ltd. is the design stormwater engineer and the design will be in accordance with MWRDGC Technical Guidance Manual for the Implementation of the Watershed Management Ordinance dated August 1, 2015 revision No. 2 dated 5/31/2023 since this site is in Cook County, Illinois.

The original engineering contract between SEECO Consultants and CBBEL signed by CBBEL, Ltd. on 3/9/2022 included the Springdale Park stormwater detention facility the Village of Western Springs did not give CBBEL, Ltd. and SEECO Consultants permission to go onto Springdale Park until this year.

On 8/22/2023, SEECO Consultants Inc. drilling personnel with a CME-750 All Terrain drill rig drilled and sampled 4 – 20 foot borings at this site of Springdale Park as shown on the **Boring Location Plan** in the **Appendix** of this report. The site located on the east side of Wolf Road and north of 53rd Street in Western Springs, Illinois.

Per your email of the site topographic to SEECO Consultants on October 2, 2023 we have linearly interpolated the existing top of ground at each of the boring locations and put the elevations on each representative **Boring Log** found in the **Appendix** of this report.

The Village of Western Springs will still use the 3.4 acres of park for the two (2) baseball fields but at a lower ground elevation about 3 feet since temporary stormwater detention will pond temporarily from 2 – west side flared end storm pipe sections and discharge at Structure #135 the east side outlet structure.

From the soil borings, the site consists of 18" to 24" of black silty clay topsoil overlying medium to very stiff brown to brown and gray silty clay glacial till overlying the unoxidized very stiff to stiff gray silty clay glacial till at depth of 10 feet to 13 feet below the existing site grade at the boring locations.

The side slopes of the detention pond should be at least 3:5 H:V or flatter to be able to use ride on grass mowers to cut the grass on the side slopes. The CBBEL, Ltd. plan Springdale Drainage Improvement Proposed Drainage Plan, Springdale Park most recent date 7/28/2023 satisfy the minimum side slope requirement of 3.5:1 H:V being 5.1 (H:V).

The subsoils exhibit no free groundwater at the time SEECO Consultants Inc. drilled and sampled the borings 8/22/23 but you explained the 6" subdrains are to intercept surface stormwater so the Park District can readily use the baseball field after a heavy rainfall.

From CBBEL, Ltd., the approximate detention pond footprint is 3.4 Acres and will require about 19,000 cubic yards of excavation including the original topsoil for respread after the topsoil is stripped, silty clay excavated and the topsoil respread for new seeding.

One (1) soil sample from Boring B-2, 3 foot depth was obtained for LPC-663 IEPA Bureau of Land testing and all the SVOCs, VOCs and 8 RCRA Heavy Metals were all within the MAC based on the IEPA CCDD testing criteria. The soil sample pH was 8.06 which is in the 6.25 to 9.0 pH range for acceptable disposal. So a completed **IEPA Form LPC-663** is found in the **Appendix** of this report.

General Site Conditions and Project Description

The Village of Western Springs, Illinois is proposing to convert the Springdale Park baseball fields into a temporary detention basin for stormwater pipes to be leading into this area. The initial SEECO Consultants Inc. Proposed Storm Sewer Project Report for this site was done by SEECO Consultants Inc. on April 15, 2022 and previously transmitted to you.

The new sequence of construction for this stormwater detention basin will be as follows:

- a) Stripping the existing topsoil and salvage enough topsoil for at least 12 inches of topsoil redistribution after the silty clay is cut down to the topsoil redistribution subgrade elevation.
- b) Cutting the silty clay down to the topsoil redistribution subgrade elevation and trucking the excess offsite and legally disposing of the silty clay.
- c) Put in the 6 inch diameter underdrain system and backfilling with porous granular backfill.
- d) Topsoil redistribution over the whole detention pond site.
- e) Seeding the site per IDOT Class I Seeding Specification and constructing new baseball infields.

Site Geology

The native soils at the project site are the product of the result of the Wisconsinan Stage of the Continental Glacier. The Wisconsinan Ice was the last to cover the North American Continent, receding from this area some 13,500 years ago. Present land forms in this area are the results of the Wisconsinan glaciation action during the Pleistocene Epoch. The soils were formed from the natural deposition erosion and weathering processes that have prevailed to the present time. The Pre-Wisconsin glacial deposits are found only in deep bedrock valleys and ravines where they were sheltered from the erosive action of the Wisconsinan Ice Age.

According to the Illinois State Geological Survey (ISGS) Surficial Geology of The Chicago Region (Willman, H.B. and Lineback, Jerry A., 1970), the soils at this project site have been assigned to the Tinley Moraine of the Wadsworth Member of the Wedron Formation deposited during the Woodfordian substage of the Wisconsinan stage. This soil deposit is described as mostly gray clayey and silty clayey glacial till, relatively low in content of pebbles, cobbles, and boulders; contains local lenses of silt; commonly mantled with 1 to 2 feet of leached silt (modified loess).

The four (4) soil borings made on August 22, 2023 by SEECO Consultants, Inc. at this project site indicate that the original virgin soils at this project site consists of medium to stiff to very stiff silty clay glacial till. These soil borings in general, confirm the ISGS published surficial geology map for this area.

FIELD AND LABORATORY ANALYSIS AND RESULTS

Subsurface Site Exploration Procedure

On August 22, 2023, four (4) soil borings (B-1 through B-4) were drilled and sampled to a depth of 20 feet each below the existing ground surface level at this project site. The number, depth, and location of soil borings were provided by Mr. Bryan Welch, P.E. of Christopher B. Burke Engineering, Ltd. (CBBEL) to Mr. Don Cassier, Director of Field Services of SEECO Consultants, Inc. and the soil borings were laid out in the field by representative of SEECO Consultants, Inc. at the approximate locations indicated on the **Boring Location Plan** given in the **Appendix** of this report.

All four (4) soil borings were drilled and sampled utilizing an All Terrain CME-750 drill rig with a two-person drill crew from SEECO Consultants, Inc. This drill rig advances the boreholes by the hollow stem auger method. The soil samples were obtained utilizing a split spoon sampler in accordance with ASTM D 1586-18. In the split barrel sampling procedure, a split spoon sampler having a two-inch outside diameter and inside diameter of 1-3/8 inches and a length of two feet is driven into the soil. This sampler is advanced by driving with a 140-pound weight falling freely from a height of 30 inches with Standard Penetration Resistance being recorded as the number of blows required to advance the sampling spoon a distance of 12 inches after an initial driving of six inches has been used to seat the sampler. The Standard Penetration Resistance or the "N" value is a measure of the consistency of cohesive soils and relative density of primarily cohesionless soils and is in general, related to the bearing capacity of the material. Other factors are usually taken into consideration in determining the bearing capacity value and those include the type of soil, the type of loading, the dimensions and the depths of footings below the ground surface and the proximity of the groundwater table to the base of the footings. Portions of the split spoon samples were placed in glass containers with screw-type lids and taken to our geotech laboratory for further examination and testing.

Geotech Laboratory Testing Program

The geotechnical laboratory testing program consists of performing in-situ natural moisture content, visual classification of all soil samples and unconfined compressive strength tests on the basis of calibrated penetrometer readings on all cohesive soil samples. In situ moisture content or natural water content is determined in the geotech laboratory according to ASTM D 2216-19. A portion of each sample is weighed, oven-dried at $110^{\circ} \pm 5^{\circ}\text{C}$, and reweighed to obtain the weight of water in the soil sample. The moisture content is the ratio of the weight of water in the soil sample to the weight of the dry soil expressed as a percentage of the total dry weight. After completion of the geotech testing program, each soil sample was visually classified on the basis of texture and plasticity in accordance with the **Unified Soil Classification System** (ASTM D 2487-17 and D 2488-18). The estimated group symbol according to this system is included following the description of the soil on the **Boring Logs**. A brief explanation of the **Unified Soil Classification System** is included in the **Appendix** of this report. All laboratory test data is noted on the **Boring Logs** which is included in the **Appendix** of this report.

Environmental Laboratory Soil Testing Program

A geoenvironmental engineer from SEECO Consultants, Inc. environmentally screened the soil samples using photoionization detector (PID) readings in the SEECO Consultants geotech laboratory utilizing a Mini RAE 3000 PID 11.8 (eV) lamp in conjunction with visual and olfactory observations to determine the presence of petroleum contamination in the subsurface soils. The OVM PID readings of the soil samples obtained for this exploration are given on the **Boring Logs** in the **Appendix** of this report and are all 0.0 PPM. The visual and olfactory observations indicate no petroleum odors and/or staining were present in the soil samples taken. Based on the PID readings and visual and olfactory observations, it is determined that the soil samples are not contaminated at the location of the boreholes drilled and sampled for this exploration.

The Illinois Pollution Control Board has changed the rule for the requirements for Clean Construction or Demolition Debris (CCDD) fill operations according to 35 Illinois Administrative Code 1100 Subpart F. The rule prohibits landfill from accepting clean construction debris and fill with a pH below 6.25 or above 9.0 regardless of applicable Maximum Allowable Concentrations

(MACs) in the CCDD regulations of the various chemical compounds. One (1) pH test was performed on a representative soil sample obtained from soil boring B-2/S-3' pH= 8.06 the test results indicate the pH value of the soil sample. Since the pH value of the soil sample is between 6.25 and 9.0, the excavated soils from the storm sewer trenches are considered clean, to the best of our knowledge, for CCDD landfill disposal for the above-mentioned sites. PID readings, are both shown on the project **Boring Logs** in the **Appendix** of this report.

In addition, one (1) environmental soil sample (B-2/S-3') was collected and placed in an individual 8 oz. laboratory cleaned borosilicate glass jar and sent to First Environmental Laboratories, Naperville, Illinois for environmental chemical laboratory analysis for VOCs, SVOCs, Total 8 RCRA metals and pH. The result of the environmental chemical test can be found in the **Appendix** of this report and the environmental test result meets the MAC requirements of the IEPA CCDD regulations and the applicable completed **IEPA LPC-663** form can be found in the **Appendix** of this report.

Screening of soil samples at the job site is no guarantee that landfill facility will accept/not reject materials since this report is prepared strictly on the basis of soil samples obtained from the soil borings only and it is not possible to determine if the site is entirely clean of contaminants per IEPA CCDD standards. Environmental chemical analysis may be required if the soils at the time of excavation between the soil boring locations are found to be contaminated.

Site Soil Conditions

From the four (4) borings drilled and sampled for this site on 8/22/2023 the following geologic profile was found from the original ground surface at the boring locations.

- 1) Topsoil found in all of the borings at the following borings and thicknesses:

Boring Number	Approximate Topsoil/Thickness Inches
B-4	16
B-2	21
B-3	24
B-4	24

- 2) Brown & Gray to Brown Medium to Stiff to Very Stiff Silty Clay to depths of 10 to 13 feet below original grade at the boring locations
- 3) Stiff Gray Silty Clay found between 10 feet to 13 feet below the grade at each boring location to the bottom of each borehole at 20 foot depth.

Site Groundwater Conditions

On August 22, 2023, no groundwater was encountered in any of the four (4) soil borings drilled and sampled on this date while drilling, sampling and after removal of the hollow stem augers from the boreholes.

However, daily, monthly, yearly and seasonal fluctuations in the groundwater levels are possible due to changes in hydrogeological conditions at this site over time.

ENGINEERING RECOMMENDATIONS

After the existing topsoil is stripped over the entire site and a sufficient amount is salvaged for topsoil redistribution the subsoil should be cut down to the new 12 inch thick topsoil redistribution depth. After cutting the subsoil to the topsoil redistribution depth, the subgrade should be proofrolled using a tractor-trailer combination loaded with 20 tons of payload.

Based on the soil borings, subgrade soils at this site may pass the proofroll, but if pumping or rutting occurs the following should be done.

For the preparation of the subgrade, if any areas do pump or rut during the proofroll inspection performed on the subgrade soils, then SEECO recommends undercutting all soft or loose subgrade soils. The actual depths and lateral extent of the undercuts must be determined in the field by a Field Geotech Engineer from SEECO Consultants using a Static Cone Penetrometer (SCP). The undercut soils should be removed and legally disposed of offsite. The undercut volume should be filled with suitable brown to brown and gray silty clay cut to the topsoil redistribution subgrade elevation and compacted in 9 inch loose lifts to 90% Modified Proctor density ASTM D 1557-12.

The side slope of the new detention pond are flatter than 3.5:1 (H:V) and are proposed at 5:1 (H:V) so the ride on lawnmowers can cut the grass on the pond side slopes without overturning distress.

The majority of the pond bottom elevation will be 648.0 MSL but a small depression at elevation 647.0 MSL will be on the west side next to Wolf Road to catch minimal flow from the two (2) stormwater flare end sections heading into this 647 MSL depression area.

Potential Construction Problems

Groundwater was not encountered in any of the four (4) soil borings (B-1 to B-4) drilled and sampled to 20 feet each depth during the exploration of August 22, 2023. However, during the rainy season and under normal conditions, surface runoff and seepage water that may accumulate overnight or momentarily in the excavation trenches can be removed by means of the standard sump and pump procedures.

Any excavation that extends greater than five feet in depth should be designed in accordance with U.S. Department of Labor, Occupational Safety and Health Administration 1989 (OSHA) "Occupational Safety and Health Standards-Excavations; Final Rule" 29 CFR, Part 1926, Subpart P. Excavations with properly sloped for Type A soil $\frac{1}{2}$ 'H:1 Vertical for excavations greater than 5 ft. and less than 12 feet to prevent excavation instability and provide safety which is the responsibility of the excavating contractor. Also, the means and methods of excavating the soil materials are at the discretion of the excavation contractor and are the responsibility of the excavation contractor.

Construction Consultation Engineering

A Field Geotechnical Engineer from SEECO Consultants Inc. should be present during the excavation operations, proofroll and undercut operations if applicable to ensure compliance with the specifications during construction. Field density tests to determine the degree of trench backfill compaction and undercut excavation and backfill if necessary should be performed by a Field Engineering Technician or Field Geotechnical Engineer from SEECO Consultants Inc. once the undercut excavation, if applicable, happens.

Closing Remarks

We trust this report and the information contained herein is sufficient for your present requirements. We have welcomed the opportunity to be of service to you on this project. If there are any questions regarding this report, please contact us at your convenience.



Respectfully submitted,

SEECO Consultants, Inc.

A handwritten signature in black ink, appearing to read "Collin W. Gray".

Collin W. Gray, S.E., P.E.
President

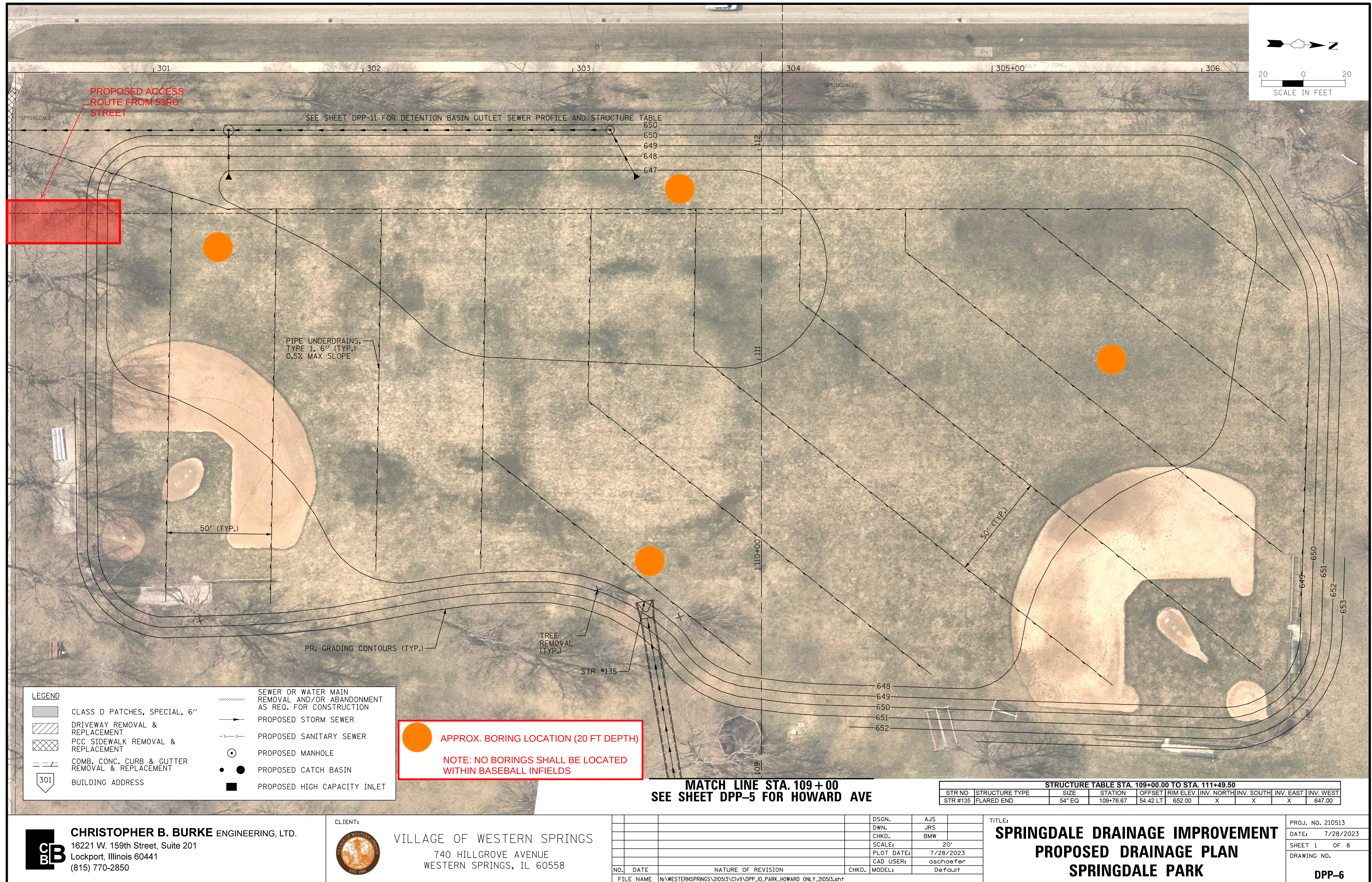
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I:\REPORTS\Geotech\SewerWaterUtilities&WWTP\12946G-G1 Proposed Storm Sewer and Detention Western Springs IL\12946G-1\12946G -1 Report 100423.doc

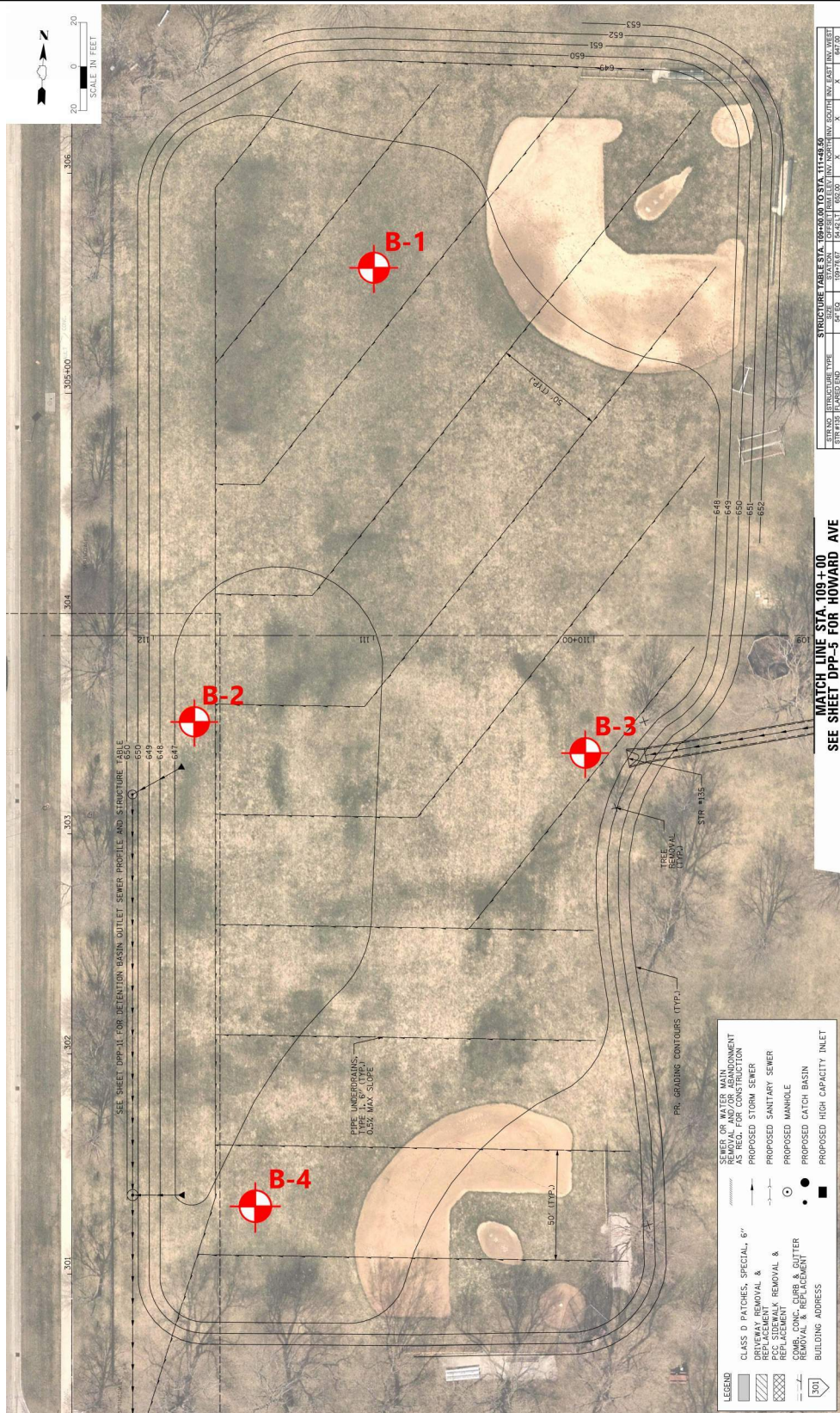
APPENDIX

- 1. SPRINGDALE DRAINAGE IMPROVEMENT PROPOSED
DRAINAGE PLAN, SPRINGDALE PARK, DATED 7/28/2023**
- 2. BORING LOCATION PLAN**
- 3. GENERAL NOTES**
- 4. BORING LOGS**
- 5. UNIFIED SOIL CLASSIFICATION SYSTEM**
- 6. COMPLETED LPC 663 FORM**

APPENDIX 1



APPENDIX 2



LEGEND

- B-1 APPROXIMATE BORING LOCATION
- PROJECT LOCATION



DRAWN BY	G.G.	APPROVED	CWG	DATE	9/30/2023	BORING LOCATION PLAN	
SCALE	N.T.S.	FIGURE	1 OF 1	JOB NO.	12946G-1	CLIENT	Christopher B. Burke Engineering. Ltd.
SEECO Consultants, Inc. 7350 Duwan Drive, Tinley Park, Illinois 60477 OFFICE: (708) 429-1666 FAX: (708) 429-1689						PROJECT NAME & LOCATION Proposed Detention Basin Project, Springdale Park, Western Springs, IL	
						Page 479 of 856	

APPENDIX 3

SEECO Consultants Inc.

7350 DUVAN DRIVE
TINLEY PARK, ILLINOIS 60477

GENERAL NOTES**DRILLING AND SAMPLING SYMBOLS**

SS	SPLIT SPOON	1-3/8" I.D. x 2" O.D. (EXCEPT WHERE NOTED)
2T	THINWALL TUBE SAMPLER	2" O.D. x 1-7/8" I.D.
3T	THINWALL TUBE SAMPLER	3" O.D. x 2-7/8" I.D.
3P	PISTON SAMPLER	3" O.D. THINWALL TUBE
FA	CONTINUOUS FLIGHT AUGER	4" O.D.
HS	HOLLOW STEM AUGER	6-3/4" O.D. x 3-1/4" I.D.
HA	HAND AUGER	
RB	ROLLER ROCK BIT	
FT	FISHTAIL BIT	
DB	DIAMOND BIT	
AX	ROCK CORE	1-3/16" DIAMETER
BX	ROCK CORE	1-5/8" DIAMETER
NX	ROCK CORE	2-1/8" DIAMETER
AS	AUGER SAMPLE	
WS	WASH SAMPLE	
CA	COMBINED ANALYSIS	
SA	SIEVE ANALYSIS	

Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a two inch O.D. split spoon, except where noted.

WATER LEVEL MEASUREMENT SYMBOLS

	WATER LEVEL OBSERVATION	WD	WHILE DRILLING
WCI	WET CAVE-IN	BCR	BEFORE CASING REMOVAL
DCI	DRY CAVE-IN	ACR	AFTER CASING REMOVAL
WS	WHILE SAMPLING	AB	AFTER BORING

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. In pervious soils, the indicated elevations are considered reliable groundwater levels. In impervious soils, the accurate determination of groundwater elevations are not possible in even several days observation, and additional evidence on groundwater elevations must be sought.

SOIL IDENTIFICATION TERMINOLOGY**COHESIONLESS SOILS**

<u>COMPONENT</u>	<u>SIZE RANGE</u>	<u>DESCRIPTIVE TERM</u>	<u>PERCENT OF WEIGHT</u>
BOULDERS	OVER 8"	TRACE	0 – 10
COBBLES	8" TO 3"	LITTLE	10 – 20
GRAVEL	3" TO #4 SIEVE (4.75 mm)	SOME	20 – 35
SAND	#4 TO #200 SIEVE (0.074 mm)	AND	35 – 50
SILT	PASSING #200 SIEVE (0.074 mm)		

SOIL IDENTIFICATION TERMINOLOGY (Cont'd)

COHESIVE SOILS

<u>DESCRIPTIVE TERM</u>	<u>PLASTICITY INDEX</u>
CLAYEY SILT OR ORGANIC CLAYEY SILT	4 – 7
SILTY CLAY OR ORGANIC SILTY CLAY	8 – 30
CLAY OR ORGANIC CLAY	> 30

INTERMEDIATE SOILS

<u>DESCRIPTIVE TERM</u>	<u>PLASTICITY INDEX</u>
SILT	0 – 3

Unconfined compression tests are generally not applicable for intermediate soils.

CONSISTENCY OF COHESIVE SOILS

RELATIVE DENSITY OF GRANULAR SOILS

1-3/8" I.D. x 2" O.D. with 140 pound hammer falling 30"

UNCONFINED COMP.
STRENGTH, Qu, TSE

CONSISTENCY

N – BLOWS/FT.

RELATIVE DENSITY

<0.25	VERY SOFT	0 – 3	VERY LOOSE
0.25 - 0.49	SOFT	4 – 9	LOOSE
0.50 - 1.00	MEDIUM	10 – 29	MEDIUM DENSE
1.01 - 1.99	STIFF	30 – 49	DENSE
2.00 - 3.99	VERY STIFF	50 – 80	VERY DENSE
4.00 - 8.00	HARD	>80	EXTREMELY DENSE
>8.00	VERY HARD		

CONSISTENCY OF COHESIVE SOILS

N – BLOWS/FT.

RELATIVE DENSITY

0 – 2	VERY SOFT
2 – 4	SOFT
4 – 8	MEDIUM
8 – 15	STIFF
15 – 30	VERY STIFF
>30	HARD

APPENDIX 4

BORING LOG

CLIENT	Christopher B. Burke Engineering, L td.	PROJECT	Proposed Detention Basin Project
ENGINEER	Christopher B. Burke Engineering, L td.	LOCATION	Springdale Park, Western Springs, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER		OVM ppm	Unconfined Compressive Strength, Tons/Ft. ²					REMARKS
					B-1			1 2 3 4 5					
					SURFACE ELEVATION (M.S.L.)			PL MC LL					
					651.0 -			STD "N" PENETRATION BLOWS PER FT.					
					STATION	OFFSET	10 20 30 40 50						
					DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)								
		HS			18" SILTY CLAY TOPSOIL, Black, Trace Sand, Trace Roots, Very Stiff, Moist								
	1A				(OL)	0							
2.5	1B	SS	58		SILTY CLAY, Brown and Gray, Trace Sand, Very Stiff, Moist	(CL)	0						
		HS											
5.0	2	SS	75				0						
		HS											
7.5	3	SS	67		SILTY CLAY, Brown, Trace Sand and Gravel, Very Stiff, Moist	(CL)	0						
		HS											
10.0	4	SS	71		SILTY CLAY, Gray, Trace Sand, Very Stiff to Stiff, Moist	(CL)	0						
		HS											
12.5		HS											
15.0	5	SS	63			0							
		HS											
17.5		HS											
20.0	6	SS	54			0							
		HS											
					End of Boring at 20 Feet								
					Note:								
					1) All soil samples were screened with a MiniRae 3000 OVM photo-ionization detector (PID) and by utilizing olfactory senses. No petroleum odors were detected in all samples and all PID = 0 ppm.								

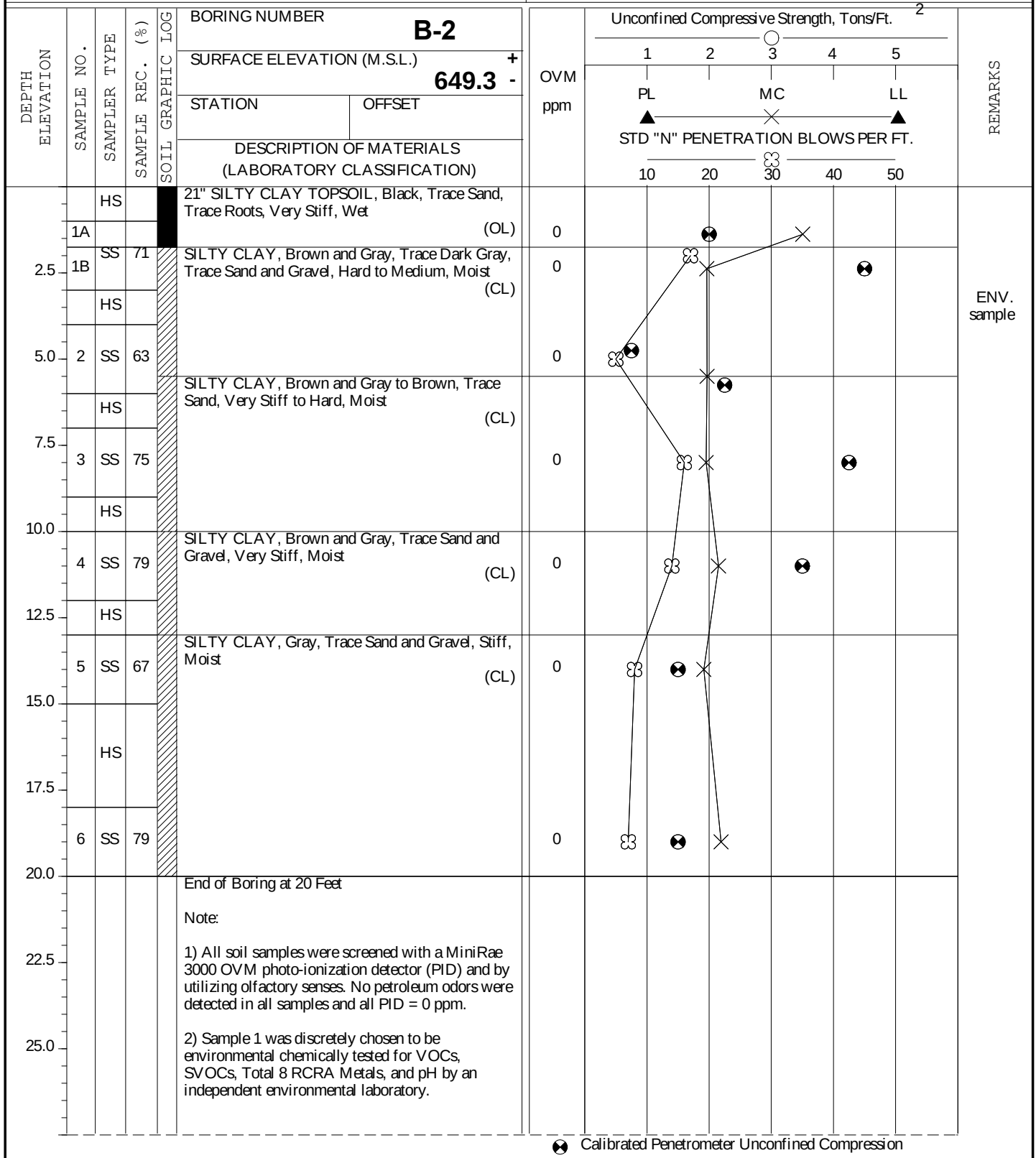
Calibrated Penetrometer Unconfined Compression

● Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477 Approved GG Job No. 12946G-1		Boring Started		8/22/23	
W.L.		Boring Completed			8/22/23			
W.L.	DRY WS/WD	DRY ACR			Driller	EN	Rig	CME-750
W.L.					Drawn By	ZY	Sheet	1 of 1

BORING LOG

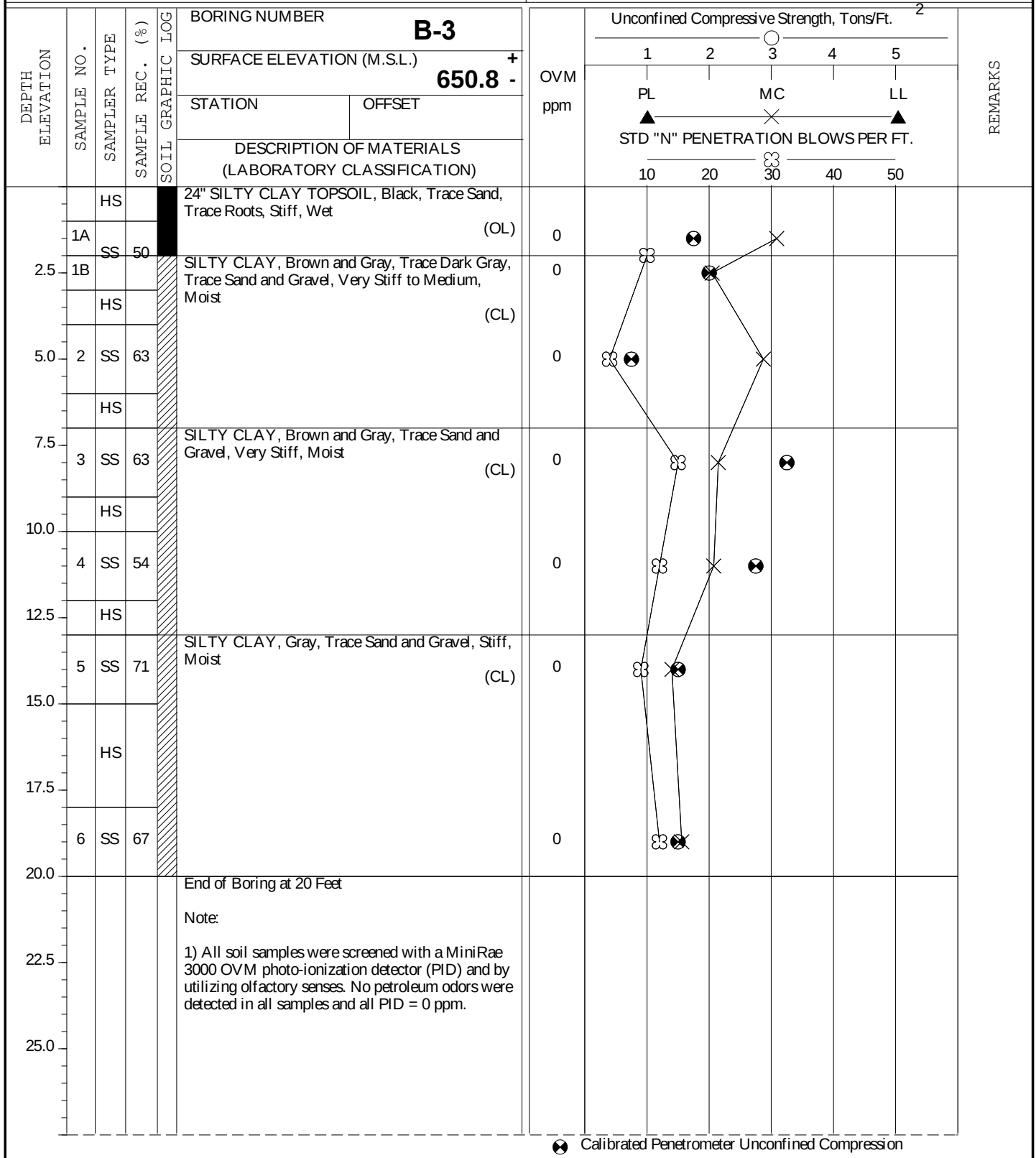
CLIENT	Christopher B. Burke Engineering, L td.	PROJECT	Proposed Detention Basin Project
ENGINEER	Christopher B. Burke Engineering, L td.	LOCATION	Springdale Park, Western Springs, IL



Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477		Boring Started		8/22/23	
W.L.					Boring Completed		8/22/23	
W.L.	DRY WS/WD	DRY ACR			Driller	EN	Rig	CME-750
W.L.					Drawn By	ZY	Sheet	1 of 1
			Approved	GG	Job No.	12946G-1		

BORING LOG

CLIENT	Christopher B. Burke Engineering, L td.	PROJECT	Proposed Detention Basin Project
ENGINEER	Christopher B. Burke Engineering, L td.	LOCATION	Springdale Park, Western Springs, IL



Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477		Boring Started 8/22/23	
W.L.					Boring Completed 8/22/23	
W.L.	DRY WS/WD	DRY ACR			Driller EN	Rig CME-750
W.L.					Drawn By ZY	Sheet 1 of 1

BORING LOG

CLIENT	Christopher B. Burke Engineering, L td.	PROJECT	Proposed Detention Basin Project
ENGINEER	Christopher B. Burke Engineering, L td.	LOCATION	Springdale Park, Western Springs, IL

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER		OVM ppm	Unconfined Compressive Strength, Tons/Ft. ²					REMARKS
					B-4			1 2 3 4 5					
					SURFACE ELEVATION (M.S.L.)			PL MC LL					
					650.0 -			STD "N" PENETRATION BLOWS PER FT.					
					STATION	OFFSET	10 20 30 40 50						
					DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)								
		HS			24" SILTY CLAY TOPSOIL, Black, Trace Sand, Trace Roots, Stiff, Wet	(OL)	0						
1A													
2.5	1B	SS	67		SILTY CLAY, Brown and Gray, Trace Dark Gray, Trace to Little Sand, Stiff to Medium, Moist	(CL)	0						
		HS											
5.0	2	SS	42				0						
		HS											
7.5	3	SS	63	SILTY CLAY, Brown, Trace Sand and Gravel, Very Stiff, Moist	(CL)	0							
		HS											
10.0	4	SS	71			0							
		HS											
12.5													
15.0	5	SS	67	SILTY CLAY, Gray, Trace Sand and Gravel, Stiff, Moist	(CL)	0							
		HS											
17.5													
20.0	6	SS	83			0							
22.5					End of Boring at 20 Feet								
25.0					Note: 1) All soil samples were screened with a MiniRae 3000 OVM photo-ionization detector (PID) and by utilizing olfactory senses. No petroleum odors were detected in all samples and all PID = 0 ppm.								

Calibrated Penetrometer Unconfined Compression

Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477 Approved GG Job No. 12946G-1		Boring Started		8/22/23	
W.L.					Boring Completed		8/22/23	
W.L. DRY WS/WD DRY ACR					Driller EN		Rig CME-750	
W.L.			Approved GG		Drawn By ZY		Sheet 1 of 1	

APPENDIX 5

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

ASTM Designation: D 2487-10

(Based on United Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests^A

SEECO Consultants, Inc.

Soil Classification

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Group Symbol	Group Name ^B	
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well graded gravel ^F	
			$Cu \geq 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F	
		Gravels with fines More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^I	
			$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly graded sand ^I	
		Sands with fines More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}	
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}	
	Fine-Grained Soils 50% or more passes the No. 200 sieve	Silts and Clays Liquid limit less than 50	Inorganic	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K, L, M}
				$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}
Organic			<u>Liquid limit –oven dried</u> < 0.75	OL	Organic clay ^{K, L, M, N}	
			<u>Liquid limit –not dried</u>	OL	Organic silt ^{K, L, M, O}	
Silts and Clays Liquid limit 50 or more		Inorganic	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}	
			PI plots below "A" line	MH	Elastic silt ^{K, L, M}	
		Organic	<u>Liquid limit –oven dried</u> < 0.75	OH	Organic clay ^{K, L, M, P}	
			<u>Liquid limit –not dried</u>		Organic silt ^{K, L, M, Q}	
Highly organic soils		Primarily organic matter, dark in color, and organic odor			PT	Peat

^ABased on the material passing the three inch (75 MM) sieve

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name

^CGravels with 5 to 12% fines require dual symbols:

GW-GM well-graded gravel with silt

GW-GC well-graded gravel with clay

GP-GM poorly graded gravel with silt

GP-GC poorly graded gravel with clay

^DSands with 5 to 12% fines require dual symbols:

SW-SM well-graded sand with silt

SW-SC well-graded sand with clay

SP-SM poorly graded sand with silt

SP-SC poorly graded sand with clay

$$^E Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^FIf silt contains $\geq 15\%$ sand, add

"with sand" to group name

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM

^HIf fines are organic, add "with organic fines" to group name

^IIf silt contains $\geq 15\%$ gravel, add "with gravel" to group name

^JIf Atterberg limits plot in hatched area, soil is a CL-ML, silty clay

^KIf silt contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant

^LIf silt contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name

^MIf silt contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name

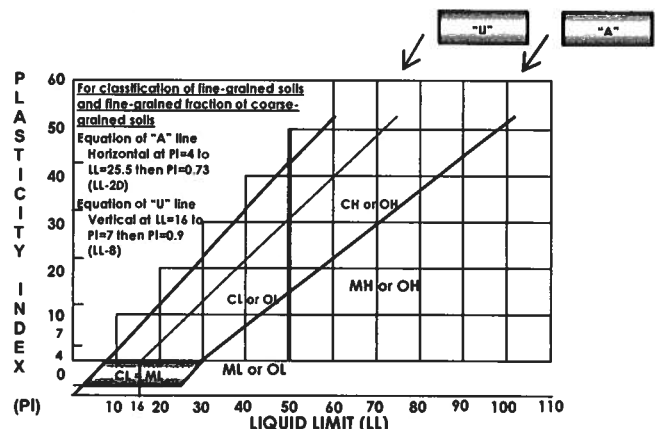
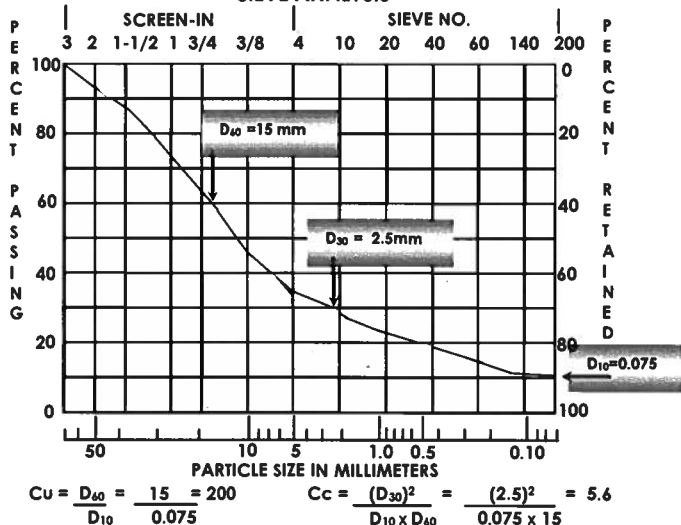
^NPI ≥ 4 and plots on or above "A" line

^OPI < 4 or plots below "A" line

^PPI plots on or above "A" line

^QPI plots below "A" line

SIEVE ANALYSIS



APPENDIX 6



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification
by Licensed Professional Engineer or Licensed Professional Geologist
for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Springdale Park Detention Basin Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

Northeast Corner of Wolf Road and 53rd Street

City: Western Springs State: IL Zip Code: 60558

County: Cook Township: Lyons

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.79459 Longitude: - 87.89728

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Western Springs

Street Address: 740 Hillgrove Avenue

PO Box: _____

City: Western Springs State: IL

Zip Code: 60558 Phone: 708-246-1800

Contact: Chris Breakey, Superintendent of PW

Email, if available: _____

Site Operator

Name: Village of Western Springs

Street Address: 740 Hillgrove Avenue

PO Box: _____

City: Western Springs State: IL

Zip Code: 60558 Phone: 708-246-1800

Contact: Chris Breakey, Superintendent of PW

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Uncontaminated Soil Certification**III. Basis for Certification and Attachments**

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

SEECO performed 3 borings (B-1-B-3) to 20 feet depth and chemical laboratory testing was performed on 1 representative soil sample (B-2 at 3.0'). Materials certified herewith as CCDD material must be free of rebar, garbage, deleterious material, etc. and any said materials must be segregated from CCDD materials and disposed of in other legal means.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

SEECO screened for volatile organics using a Photo Ionization Detector which indicates the presence of volatile organics in parts per million (ppm). No readings indicated the presence of volatile organics associated with contamination at the locations tested. Laboratory analysis were within the MAC range set forth by the IEPA and soil pH range is acceptable (results attached).

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Garrett Gray (name of licensed professional engineer or geologist)

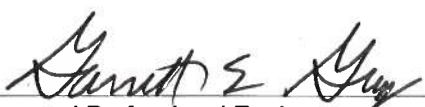
certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: SEECO Environmental Services, Inc.
Street Address: 7350 Duvan Drive
City: Tinley Park State: IL Zip Code: 60477
Phone: 708 429-1685

Garrett Gray

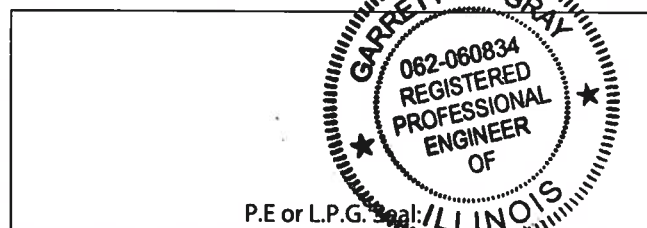
Printed Name:



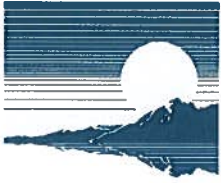
Licensed Professional Engineer or
Licensed Professional Geologist Signature:

Sep 29, 2023

Date:



P.E or L.P.G. Seal:



September 06, 2023

Mr. Don Cassier
SEECO ENVIRONMENTAL SERVICES
7350 Duvan Drive
Tinley Park, IL 60477

Project ID: 12946
First Environmental File ID: 23-7649
Date Received: August 28, 2023

Dear Mr. Don Cassier:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922023-11: effective 08/29/2023 through 02/28/2024.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Neal Cleghorn
Project Manager



Case Narrative

SEECO ENVIRONMENTAL SERVICES

Lab File ID: **23-7649**

Project ID: **12946**

Date Received: **August 28, 2023**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected	
23-7649-001	B2 3'	08/26/23	11:00

Sample Batch Comments:

Method 5035 vials for soil VOCs were not received. Samples preserved in lab.



Case Narrative

SEECO ENVIRONMENTAL SERVICES

Lab File ID: **23-7649**

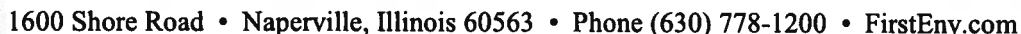
Project ID: **12946**

Date Received: **August 28, 2023**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.





Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES

Project ID: 12946

Sample ID: B2 3'

Sample No: 23-7649-001

Date Collected: 08/26/23

Time Collected: 11:00

Date Received: 08/28/23

Date Reported: 09/06/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 09/06/23				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Semi-Volatile Compounds		Method: 8270C	Preparation Method 3540C	
Analysis Date: 09/05/23		Preparation Date: 09/04/23		
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzidine	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Benzoic acid	< 330	330	ug/kg	
Benzyl alcohol	< 330	330	ug/kg	
bis(2-Chloroethoxy)methane	< 330	330	ug/kg	
bis(2-Chloroethyl)ether	< 330	330	ug/kg	
bis(2-Chloroisopropyl)ether	< 330	330	ug/kg	
bis(2-Ethylhexyl)phthalate	< 330	330	ug/kg	
4-Bromophenyl phenyl ether	< 330	330	ug/kg	
Butyl benzyl phthalate	< 330	330	ug/kg	
Carbazole	< 330	330	ug/kg	
4-Chloroaniline	< 330	330	ug/kg	
4-Chloro-3-methylphenol	< 330	330	ug/kg	
2-Chloronaphthalene	< 330	330	ug/kg	
2-Chlorophenol	< 330	330	ug/kg	
4-Chlorophenyl phenyl ether	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Dibenzofuran	< 330	330	ug/kg	
1,2-Dichlorobenzene	< 330	330	ug/kg	
1,3-Dichlorobenzene	< 330	330	ug/kg	
1,4-Dichlorobenzene	< 330	330	ug/kg	
3,3'-Dichlorobenzidine	< 660	660	ug/kg	
2,4-Dichlorophenol	< 330	330	ug/kg	



Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 12946
Sample ID: B2 3'
Sample No: 23-7649-001

Date Collected: 08/26/23
Time Collected: 11:00
Date Received: 08/28/23
Date Reported: 09/06/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds		Method: 8270C		
Analysis Date: 09/05/23		Preparation Method 3540C		
		Preparation Date: 09/04/23		
Diethyl phthalate	< 330	330	ug/kg	
2,4-Dimethylphenol	< 330	330	ug/kg	
Dimethyl phthalate	< 330	330	ug/kg	
Di-n-butyl phthalate	< 330	330	ug/kg	
4,6-Dinitro-2-methylphenol	< 1,600	1600	ug/kg	
2,4-Dinitrophenol	< 1,600	1600	ug/kg	
2,4-Dinitrotoluene	< 250	250	ug/kg	
2,6-Dinitrotoluene	< 260	260	ug/kg	
Di-n-octylphthalate	< 330	330	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Hexachlorobenzene	< 330	330	ug/kg	
Hexachlorobutadiene	< 330	330	ug/kg	
Hexachlorocyclopentadiene	< 330	330	ug/kg	
Hexachloroethane	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Isophorone	< 330	330	ug/kg	
2-Methylnaphthalene	< 330	330	ug/kg	
2-Methylphenol	< 330	330	ug/kg	
3 & 4-Methylphenol	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
2-Nitroaniline	< 1,600	1600	ug/kg	
3-Nitroaniline	< 1,600	1600	ug/kg	
4-Nitroaniline	< 1,600	1600	ug/kg	
Nitrobenzene	< 260	260	ug/kg	
2-Nitrophenol	< 1,600	1600	ug/kg	
4-Nitrophenol	< 1,600	1600	ug/kg	
n-Nitrosodi-n-propylamine	< 90	90	ug/kg	
n-Nitrosodimethylamine	< 330	330	ug/kg	
n-Nitrosodiphenylamine	< 330	330	ug/kg	
Pentachlorophenol	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Phenol	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Pyridine	< 330	330	ug/kg	
1,2,4-Trichlorobenzene	< 330	330	ug/kg	
2,4,5-Trichlorophenol	< 330	330	ug/kg	



Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES

Project ID: 12946

Sample ID: B2 3'

Sample No: 23-7649-001

Date Collected: 08/26/23

Time Collected: 11:00

Date Received: 08/28/23

Date Reported: 09/06/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds	Method: 8270C	Preparation Method 3540C		
Analysis Date: 09/05/23		Preparation Date: 09/04/23		
2,4,6-Trichlorophenol	< 330	330	ug/kg	
Total Metals	Method: 6010C	Preparation Method 3050B		
Analysis Date: 09/06/23		Preparation Date: 09/01/23		
Arsenic	10.4	1.0	mg/kg	
Barium	54.9	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	17.1	0.5	mg/kg	
Lead	18.5	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury	Method: 7471B			
Analysis Date: 09/05/23				
Mercury	< 0.05	0.05	mg/kg	
pH @ 25°C, 1:2	Method: 9045D			
Analysis Date: 08/31/23 9:00				
pH @ 25°C, 1:2	8.06		Units	



Page ____ of ____ Pgs

Company Name: SEEEO ENVIRONMENTAL SERVICES			
Street Address: 7350 Duvan Drive			
City: Tinley Park		State: IL	Zip: 60477
Phone: 708-429-1685		e-Mail: cassier@seeeco.com	
Send Report To: Don Cassier		Hardcopy: ☐	PDF e-Mail: ☒
Sampled By: PL			

[illegible]

Program: ☐ TACO/SRP ☐ CCDD ☐ NPDES ☐ LUST ☐ SDWA

*Matrix Code Key: DW-drinking water GW-groundwater WW-wastewater
S-soil SL-sludge WPE-wipe O-other

Notes and Special Instructions:

Notes and Special Instructions:			
Relinquished By:		Date/Time:	8/28/23
Relinquished By:		Date/Time:	
Rev 10/19			

TAB 5
MWRD FORMS

AFFIRMATIVE ACTION ORDINANCE

REVISED APPENDIX D

OF THE

METROPOLITAN WATER RECLAMATION DISTRICT

OF GREATER CHICAGO

December 31, 2022

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AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

Section 1. Declaration of Policy

It is the policy of the Metropolitan Water Reclamation District of Greater Chicago (“District”) to ensure competitive business opportunities for minority and women-owned business enterprises in the award of and performance on District contracts; to prohibit discrimination on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the award of or participation on District contracts; and to abolish barriers to full participation on District contracts by all; and

The District, pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy, as well as state and federal regulations, to assure the utilization of minority and women-owned business enterprises in a manner consistent with constitutional requirements; and

The District is committed to creating equal opportunities for minority and women-owned businesses to participate in the award and performance on District contracts.

Section 2. Findings

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements; and

Whereas, the District is committed to implementing its affirmative action program in conformance with the decision in *Croson* and its progeny; and

Whereas, in furtherance of this commitment, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago (“Board of Commissioners”) directed District employees and its outside consultant in 1989 to conduct an investigation into the scope of any discrimination in the award of and participation on District construction contracts, as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women’s business enterprises equal opportunity to participate on District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects; and

Whereas, on March 15, 1990, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small, and Women’s Business Participation (“Appendix D”), which was later amended on June 21, 2001; and

Whereas, in 2003, the United States District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and

WBE businesses at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs; and

Whereas, a 2004 study of the Metropolitan Chicago Construction Industry by Timothy Bates, Professor at Wayne State University, concluded that the evidence that African American, Hispanic, and women-owned businesses have been, and continue to be disadvantaged in the construction industry is strong, has remained consistent, and that compelling evidence indicates that African American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males; and

Whereas, a 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian-owned businesses continues to exist in the Metropolitan Chicago construction industry; and

Whereas, in 2005, the United States District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007); and

Whereas, a 2006 Cook County, Illinois report entitled, "Review of Compelling Evidence of Discrimination Against Minority-and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois", concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County's construction Prime Contracts and Subcontracts is below the availability of such businesses; and

Whereas, in 2006, the District commissioned a report on discrimination of and barriers to construction opportunities in the Chicago area market for minority and women-owned businesses and recommendations for District actions to reduce such issues, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2010, Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois", which found that MBEs and WBEs were not utilized in all industries in proportion to their availability; and

Whereas, in 2010, the United States Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the United States Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other businesses on a fair and equal footing in government contracting markets, including in the construction industry; and

Whereas, in 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2014, the District commissioned a Disparity Study, conducted by Colette Holt & Associates, on barriers to equal opportunities in the construction industry in the District's geographic and industry market areas and recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market area; and

Whereas, in 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015) held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprises in the Illinois construction industry and this judgment was affirmed in 2016 by the Seventh Circuit Court of Appeals at 840 F.3d. 932; and

Whereas, in 2021, the District again commissioned a Disparity Study, conducted by Colette Holt & Associates, which likewise found that there continues to be barriers to equal opportunities for construction firms owned by minorities and women to compete for District contracts, both as Prime Contractors and Subcontractors; and

Whereas, based upon the 2021 Disparity Study, the District has determined that it has a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against minority and women-owned businesses in its market such that it will not function as a passive participant in the market failure of discrimination; and

Whereas, the Affirmative Action Program, adopted by the District on July 20, 1978 and amended from time to time, is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the marketplace; and

Whereas, the remedies adopted herein by the District will not overly burden non-MBE and non-WBE businesses in the award of District contracts; and

Whereas, the Board of Commissioners will periodically review minority and women-owned participation in contracts awarded by the District to ensure that the District continues to have a compelling interest in remedying discrimination and that the measures adopted herein remain narrowly tailored to accomplish that objective;

Now, therefore, the District's Board of Commissioners hereby adopts this Revised Appendix D:

Section 3. Purpose and Intent

The purpose and intent of this Affirmative Action Ordinance Revised Appendix D ("Revised Appendix D") is to mitigate the present effects of discrimination on the basis of race, ethnicity, or sex in opportunities to participate on the District's contracts as either a Prime Contractor or a Subcontractor and to achieve equitable utilization of minority and women-owned business enterprises on District contracts.

Section 4. Coverage

The following provisions, together with relevant forms, will apply and be appended to every Construction Contract awarded by the District where the total approved expenditure is in

excess of one hundred thousand dollars (\$100,000.00), except contracts approved by the Board of Commissioners pursuant to Sections 11.4 and 11.5 of the District's Purchasing Act (70 ILCS 2605).

Section 5. Definitions

The meaning of these terms in this Revised Appendix D are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of an individual or entity means an individual or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the individual or entity. In determining affiliation, the District will consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Aspirational Goals" means the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs on District Construction Contracts.
- (d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, a limited liability company, or any other entity which has submitted a bid on a District contract.
- (e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.
- (f) "Calendar Days" in computing any period of time described herein, the day from which the period begins to run will not be counted (*e.g.*, if a notice is issued on a Monday, the countdown of days starts on Tuesday). When the last day of the period is a Saturday or Sunday, the period does not extend to the next day. Only in instances where District offices are closed in observance of a federal holiday, will the period extend to the next day.
- (g) "Construction Contract" means any District contract, agreement, or amendment thereto, providing for a total expenditure in excess of one hundred thousand dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation, and maintenance of real property and improvement thereon or sludge hauling, and any other construction related contract which the District deems appropriate to be subject to this Revised Appendix D.
- (h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by performing, managing, and supervising the work involved, or fulfilling responsibilities.
- (i) "Contract Goals" means the numerical percentage goals for MBE or WBE participation to be applied to an eligible District Construction Contract subject to this Revised Appendix D for the participation of MBEs and WBEs based upon the scope of work of the contract, the availability of MBEs and WBEs to meet the goals, and the District's progress towards meeting its annual MBE and WBE goals.
- (j) "Dealer" means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

To be a dealer, the business must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A business that operates as a dealer in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers do not meet the definition of dealers.

(k) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(l) "Economically Disadvantaged" means an individual with a Personal Net Worth of less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the United States Department of Labor, Bureau of Labor Standards, beginning January 2008.

(m) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(n) "Expertise" means demonstrated knowledge, skills, or ability to perform in the field of endeavor in which certification is sought by the business as defined by normal industry practices, including licensure, where required.

(o) "Good Faith Efforts" means honest, fair, and commercially reasonable actions undertaken by a Prime Contractor to meet the MBE or WBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.

(p) "Hearing Officer" is an attorney licensed to practice in the State of Illinois and appointed by the Board of Commissioners to conduct hearings regarding a Prime Contractor's or Subcontractor's compliance or non-compliance with this Revised Appendix D.

(q) "Joint Venture" means an association of two or more individuals, or any combination of types of business enterprises and individuals numbering two or more, proposing to function as a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill, and knowledge, and in which the certified business is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners, their relationship, and detailing their respective responsibilities on the contract.

(r) "Job Order Contract" or "JOC" means a business, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(s) "Local Business" means a business located within the District's geographic market area as established by the 2021 Disparity Study, namely the counties of Cook, DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.

(t) "Manufacturer" means a business that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder. Brokers and packagers do not meet the definition of Manufacturer.

(u) "Minority-owned Business Enterprise" or "MBE" means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more Minority Individuals.

(v) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African American – An individual having origins in any of the Black racial groups of Africa and is regarded as such by the African American community of which the individual claims to be a part.

(ii) Hispanic American – An individual having origins from Mexico, Puerto Rico, Cuba, and South or Central America and is regarded as such by the Hispanic community of which the individual claims to be a part, regardless of race.

(iii) Asian American – An individual having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the individual claims to be a part.

(iv) Native American – An individual having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(w) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's Personal Net Worth does not include the individual's ownership interest in a business entity seeking to do business with the District or other certified MBE or WBE, provided that the other business is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's Personal Net Worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other

retirement savings or investment programs, less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(x) "Prime Contractor" means a contractor that is awarded a District contract and is responsible for the completion of the entire District contract, including purchasing all materials, hiring and paying Subcontractors, and coordinating all the work.

(y) "Program" means the program provisions established by this Revised Appendix D.

(z) "Small Business Enterprise" means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business' previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.

(aa) "Socially Disadvantaged" means a Minority Individual or woman who has been subjected to racial, ethnic, or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social Disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(bb) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(cc) "Tier" refers to the relationship of a Subcontractor to the Prime Contractor. A Subcontractor having a contract with the Prime Contractor, including a material supplier to the Prime Contractor, is considered a "first-tier Subcontractor," while a Subcontractor's Subcontractor is a "second-tier Subcontractor", and so forth. The Subcontractor is subject to the same duties, obligations, and sanctions as the Prime Contractor under this Revised Appendix D.

(dd) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs and WBEs that the Bidder intends to use in the performance of a contract, the scope of work, and the dollar values or the percentages of the work to be performed.

(ee) "Vendor List" means the District's list of businesses that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Business Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the United States Small Business Administration.

(ff) "Women-owned Business Enterprise" or "WBE" means a local small business entity which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 6. Non-Discrimination and Affirmative Action Clause

As a prerequisite to selection, a Prime Contractor must agree in its bid proposal for a Construction Contract subject to this Revised Appendix D to the following commitments:

- (a) It will not discriminate on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the bid solicitation for or purchase of goods in the performance of its contract.
- (b) It will actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs and WBEs.
- (c) It will undertake Good Faith Efforts in accordance with the criteria established in this Revised Appendix D to ensure that qualified MBEs and WBEs are utilized in the performance of the Construction Contract and share in the total dollar value of the contract in accordance with each of the applicable Contract Goals established by the District for the participation of qualified MBEs and WBEs.
- (d) It will require its Subcontractors at all Tiers to make similar Good Faith Efforts to utilize qualified MBEs and WBEs.
- (e) It will maintain records and furnish to the District all requisite information and reports for monitoring of compliance with this Revised Appendix D.
- (f) It will designate an individual to act as an affirmative action coordinator on its behalf to facilitate the review of all concerns related to the participation of MBEs and WBEs.

Section 7. Race and Gender-Neutral Measures to Ensure Equal Opportunities for All Prime Contractors and Subcontractors

The District will develop and utilize measures to encourage and facilitate the participation of all businesses engaged in District construction contracting activities. These measures will include but are not limited to:

- (a) Unbundling by dividing large dollar value contracts into smaller dollar value contracts to facilitate the participation of MBEs and WBEs as Prime Contractors.
- (b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested Prime Contractors and Subcontractors.
- (c) Providing timely information on contracting procedures, bid preparation, and specific contracting opportunities, including through an electronic system and social media.
- (d) Assisting MBEs and WBEs with training seminars on the technical aspects of preparing a bid for a District contract or otherwise participating on District Contracts.

- (e) Assisting businesses in overcoming barriers such as difficulty in obtaining financing and support for business development such as accounting, bid estimation, safety requirements, and quality control.
- (f) Prohibiting Prime Contractors from denying a subcontract to a MBE or WBE solely on the basis of that businesses inability to obtain the required performance bond.
- (g) Limiting the amount of insurance coverage required by a Prime Contractor for a subcontract to only that which is required for the portion of work to be performed by the Subcontractor.
- (h) Holding pre-bid conferences to explain the contract and to encourage Bidders to contact all available businesses about opportunities to perform as Subcontractors. The pre-bid conferences will be a mandatory requirement on all District contracts where this Revised Appendix D is applicable.
- (i) Adopting prompt payment procedures, including but not limited to, requiring that Prime Contractors promptly pay Subcontractors in compliance with Section 9 of the Local Government Prompt Payment Act, 50 ILCS 505/9, and investigating complaints or charges of excessive delay in payments.
- (j) Reviewing retainage, bonding, and insurance requirements to eliminate unnecessary barriers to contracting with the District.
- (k) Collecting information from Prime Contractors on District Construction Contracts which detail the bids received from all Subcontractors and the expenditures to Subcontractors on District Construction Contracts.
- (l) Developing a separate SBE program that is race and gender neutral which designates specific small dollar value contracts for bid only by certified SBE businesses.
- (m) Maintaining information on all businesses bidding on District contracts as both Prime Contractors and Subcontractors.
- (n) At the discretion of the Board of Commissioners, awarding a representative sample of District contracts without Contract Goals to determine MBE and WBE utilization in the absence of Contract Goals.
- (o) Referring complaints of discrimination against MBEs and WBEs to the appropriate authority for investigation and resolution.

Section 8. Support and Outreach

To provide optimal support to MBEs and WBEs desiring to participate on District contracts, the Administrator will facilitate support and outreach, which may be in-person and/or virtual as conditions permit, and may include the following:

- (a) Meeting with business organizations to engage in discussions regarding difficulties experienced by their members on District contracts and effective steps to minimize those difficulties.
- (b) Meeting with assist agencies and member businesses interested in working on District contracts to discuss upcoming opportunities.
- (c) Meeting with new vendors to provide information regarding completion of the District's vendor application and bid documents.
- (d) Meeting with Prime Contractors to collect feedback regarding their experiences under this Revised Appendix D.
- (e) Participation in mandatory pre-bid conferences, as applicable.
- (f) Hosting various seminars and support endeavors as the Administrator deems necessary for MBEs and WBEs to provide information on topics of interest, including financing, bonding, insurance, certification, bid estimation, safety requirements, and quality control.

Section 9. District Roles and Responsibilities

The District is responsible for promoting, supporting, and assisting in creating awareness of the Program such that it aides the Administrator in the implementation of the Annual Aspirational Goals, Contract Goals, and objectives of the Program. To reduce barriers to MBEs and WBEs participation on District contracts, all departments requesting bids, proposals, or any other solicitation governed by this Revised Appendix D will:

- (a) Provide notification of anticipated solicitations including the following information: the scope of work, experience required, insurance requirements, budget, schedule, bid specifications, and any other relevant information no later than fourteen (14) calendar days prior to the procurement announcement.
- (b) Evaluate anticipated solicitations to unbundle items or services to permit offers on quantities or scope of work less than the total requirement or the performance of discreet portions of the project, where feasible.
- (c) At least fourteen (14) calendar days before a solicitation will be advertised, forward a copy of the advertisement to the Administrator to ensure appropriate Program language has been included.
- (d) Ensure that all applicable provisions of the Program are included in bid specifications/proposals and contracts.
- (e) Monitor contracts to ensure compliance with the Program and provide notification to the Administrator in instances where problems with compliance arise.
- (f) Assist in the compilation of contract data for MBE and WBE availability and utilization.

(g) Provide the Administrator with a copy of, or independent electronic access to, the necessary information for each contract including, but not limited to, the contract value, pre-bid/pre-proposal sign in sheets, the bid or proposal results, any contract modifications, and an executed copy of the agreement.

(h) Notify the Administrator no later than ten (10) calendar days prior to any key post-award contract meetings or issues that could affect the Prime Contractor's ability to achieve the MBE or WBE commitment, such as contract kickoff meetings, monthly meetings, or meetings to address contract performance issues affecting MBE and WBE commitments.

(i) Require that each Prime Contractor submit to the Administrator, as part of its pay request process, the required Program information in the format required to ensure an accurate accounting of MBE and WBE participation.

(j) Support the Administrator by ensuring that Prime Contractors provide all necessary documents and information to close out the contract that provides a final accounting for MBE and WBE participation on the contract.

(k) Advertise contract opportunities via the District's website, and other avenues in consultation with the Administrator, where appropriate, to maximize MBE and WBE participation.

(l) Develop and advertise forecasts of upcoming procurement opportunities, including on an annual basis.

Section 10. Certification Eligibility

(a) The District is a self-certifying agency. In addition to issuing certifications, the District will accept certifications from the City of Chicago, Cook County, and other governmental agencies approved by the Administrator, issued within the last two (2) years of submittal. The District will verify a business' certification to ensure that the business meets the requirements of this Revised Appendix D. Any business that has been previously certified by the City of Chicago, Cook County, or another Administrator approved governmental agency shall be able to participate in an abbreviated verification process. Details regarding the abbreviated process will be maintained on the District's website.

(b) The verification permitted in Subsection (a) may take place in advance of the bid process or during the bid process. The District will maintain an online list of verified businesses.

(c) Only businesses that meet the criteria for certification as a MBE or WBE may be eligible for credit towards meeting Contract Goals. The business applying for District certification has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(d) Only a business owned by a Socially and Economically Disadvantaged individual is eligible to participate in the Program.

(i) The business' ownership by a Socially and Economically Disadvantaged individual must be real, substantial, and continuing, going beyond *pro forma* ownership of the business as reflected in ownership documents. The owner must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the business' operations, indispensable to the business' potential success, specific to the type of work the business performs, and documented in the business' records. The individual whose Expertise is relied upon must have a commensurate financial investment in the business.

(e) Only a business that is managed and controlled by a Socially and Economically Disadvantaged individual may be certified as a MBE or WBE.

(i) A business must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner. There can be no restrictions through corporate charter provisions, by-laws, contracts, or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner, without the cooperation or vote of any non-Socially and Economically Disadvantaged individual, from making any business decision, including making obligations or dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner must possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as long term decisions on management, policy, operations, and work.

(iii) The Socially and Economically Disadvantaged owner may delegate various areas of the management or daily operations of the business to individuals who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner must retain the power to hire and fire any such individual. The Socially and Economically Disadvantaged owner must exercise control over the business' operations, work, management, and policy.

(iv) The Socially and Economically Disadvantaged owner must have an overall understanding of managerial and technical competence, experience, and Expertise, directly related to the business' operations and work. The Socially and Economically Disadvantaged owner must have the ability to intelligently and critically evaluate information presented by other participants in the business'

activities and to make independent decisions concerning the business' daily operations, work, management, and policymaking.

(v) If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations require the owner to have a particular license or other credential to own or control the business, then the Socially and Economically Disadvantaged owner must possess the required license or credential. If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations does not require that the Socially and Economically Disadvantaged owner possess the license or credential, and the Socially and Economically Disadvantaged owner lacks such license or credential, this information will be a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner actually controls the business.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the business or prevents them from devoting sufficient time and attention to the affairs of the business, including the management and control of the business' day-to-day operations.

(f) Only an independent business may be certified as a MBE or WBE. An independent business is one whose viability does not depend on its relationship with another business. Recognition of an applicant as a separate entity for tax or corporate purposes is not sufficient to demonstrate that a business is independent. In determining whether an applicant is an independent business, the Administrator will:

(i) Evaluate relationships with non-certified businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner of the applicant for MBE or WBE certification and non-certified businesses or individuals thereby associated compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified businesses to determine whether a pattern of exclusive or primary dealings with non-certified businesses compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified businesses with normal industry practice.

(g) All documentation submitted by an applicant will remain in the custody of the District pursuant to Local Records Act, 50 ILCS 205, whether or not the certification is approved.

(h) If it is determined by the Administrator that an applicant knowingly, willingly, and intentionally submitted false or misleading information during the verification process, the applicant will be referred to the appropriate law enforcement agency for investigation and prosecution, where applicable.

- (i) An applicant will be certified only for the specific types of work in which the Socially and Economically Disadvantaged owner for the MBEs and/or WBEs has the ability and Expertise to manage and control the business' operations and work.
- (j) An applicant will be certified only in the specific category for which they are applying. A business that is both a MBE and WBE will not automatically be certified as both if the application is submitted only in regards to one category.
- (k) The District will certify the eligibility of Joint Ventures involving MBEs and WBEs and non-certified businesses for credit towards a Contract Goal.
- (l) A business found to be ineligible may not apply for certification for two (2) years after the effective date of the final decision.
- (m) The certification status of all MBEs and WBEs will be reviewed every two (2) years by the Administrator. Failure of a business to seek recertification by filing the necessary documentation with the Administrator as required will result in decertification.
- (n) It is the responsibility of the certified business to notify the Administrator of any change in its circumstances affecting its continued eligibility, including change in ownership and licenses held by the business. Failure to do so will result in the business' decertification.
- (o) The Administrator will decertify a business that does not continuously meet the eligibility criteria.
- (p) Decertification by another agency will create a *prima facie* case for decertification by the District. The challenged business will have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

Section 11. Appeals

A business that has been denied certification or recertification, or that has been decertified by the Administrator may protest the denial or decertification by filing a written appeal with the Executive Director. The appeal must meet the following criteria:

- (a) **Timeliness of appeals.** The appeal must be received by the Executive Director within ten (10) calendar days of the date of the letter denying certification, recertification, or decertifying. The appeal must be received no later than 4:30 p.m. central time zone on the tenth (10) calendar day. Any appeal received after this time will not be considered timely and will be automatically denied.
- (b) **Form of appeals.** Appeals may be a type-written hardcopy document delivered to the District or may be attached to electronic mail sent directly to the Executive Director no later than 4:30 p.m. If the appeal is a hard-copy document, it must be addressed to the Executive Director and delivered to 100 E. Erie no later than 4:30 p.m.
- (c) **Content of appeals.** The appeal must clearly articulate the basis on which it is being made and consist only of a letter clearly explaining why the business believes that the

Administrator's decision should not be upheld. No new documents may be submitted for the Executive Director's consideration. Only documents already in the possession of the Administrator will be considered in the appeal to the Executive Director.

(d) **Decision on appeals.** The Executive Director will carefully review all documents including the written request for appeal and will render a decision within thirty (30) calendar days of receipt of a timely appeal. The Executive Director's decision will be the final decision on the matter and is not subject to appeal or review.

(e) **Denial of appeals.** A business found to be ineligible for certification may not reapply for certification for two (2) years after the date of the final decision issued by the Executive Director.

Section 12. Schedule of Goals for Minority and Women-Owned Business Enterprise Utilization

In fulfillment of this policy to provide MBEs and WBEs full and equitable opportunities to participate on District contracts as both Prime Contractors and Subcontractors, the District will establish Annual Aspirational Goals for MBE and WBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market area as established by the 2021 Disparity Study.

Section 13. Contract Goals

(a) The Administrator, based upon the information provided by the User Department, will establish Contract Goals for Construction Contracts based upon the availability of at least three (3) MBEs and three (3) WBEs registered on the District's Vendor List to perform the anticipated scope of work on the entire contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total Construction Contract cost is for the purchase of equipment, the Administrator may designate goals for only that portion of the contract relating to construction work and related supplies or modify the limitations on the credit for MBE and WBE suppliers.

(c) The Contract Goals will be designated in the contract documents.

(d) All contracts on which goals are placed will have goals that are narrowly tailored to the type of work being performed under the contract.

Section 14. Counting MBE and WBE Participation Towards Contract Goals

(a) A Bidder may achieve the Contract Goals by its status as a MBE or WBE, by entering into a Joint Venture with one or more MBEs and WBEs, by first-tier subcontracting a portion of the contract to one or more MBEs and WBEs, by direct purchase of materials or services from one or more MBEs and WBEs, or by any combination of the above.

(b) If a business is certified as both a MBE and a WBE, the Bidder may count the business' participation either toward the achievement of its MBE or WBE Contract Goal, but not

both. Participation by a business certified as both an MBE and a WBE cannot be split between the MBE and the WBE Contract Goal.

(c) When a MBE or WBE participates on a contract, the District will count only the value of the work actually performed by the MBE or WBE towards the Contract Goal.

(d) A Prime Contractor may count the entire amount of that portion of a contract that is performed by MBEs or WBEs own forces, including the cost of supplies and materials obtained and installed by the MBE or WBE for the work on the contract, and supplies purchased or equipment leased by the MBE or WBE used to directly perform the work on the contract, except supplies and equipment the MBE or WBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate.

(e) Where a Bidder or first-tier Subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator will review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the Joint Venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE or WBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the Contract Goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Revised Appendix D. The MBE or WBE Joint Venture partner must have a history of proven Expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE or WBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE or WBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs or WBEs that will perform as first-tier Subcontractors will be counted towards meeting the Contract Goals.

(g) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function will be counted towards the Contract Goals.

(i) A business is considered to perform a Commercially Useful Function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing; managing, and supervising the work involved. The business must pay all costs associated with personnel, materials, and equipment. The business must be formally and directly responsible for the employment, supervision and payment of its workforce, must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The business cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the business can be made through deductions by the

Prime Contractor. No family members who own related businesses are allowed to lease, loan, or provide equipment, employees, or materials to the business.

(ii) A business does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed to obtain the appearance of MBE or WBE participation. The Prime Contractor is responsible for ensuring that the business is performing a Commercially Useful Function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, and whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing, along with other relevant factors.

(iv) If a business subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a business is presumed not to be performing a Commercially Useful Function, the business may present evidence to the Administrator to rebut this presumption. If no rebuttal is presented, then the presumption will stand.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs or WBEs or first-tier Subcontractor MBEs or WBEs. No less than eighty-five (85) percent of their work must be performed with their own forces, through the use of its own management and supervision, employees, and equipment. If industry standards and practices differ, the business must furnish supporting documentation to rebut this presumption to the Administrator.

(i) Prime Contractors are prohibited from allocating MBE and WBE Subcontract work to items identified in a contract as allowances, contingencies, and unit price. Allocation by a Prime Contractor to these categories under the scope of work of a contract will result in the rejection of the Utilization Plan by the Administrator.

(j) Purchase of materials and supplies must be pre-approved if their purchase is related to Contract Goal attainment. The Bidder may count payments to MBE or WBE regular dealers or Manufacturers for Contract Goal attainment for no more than fifty (50) percent of each MBE or WBE goal, unless otherwise approved by the Administrator. If the Bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(k) If a business ceases to be certified during its performance on a contract, the dollar value of work performed under the contract with that particular business after it has ceased to be certified will not be counted.

(l) In determining achievement of Contract Goals, the participation of a MBE or WBE will not be counted until that amount, including retention, has been paid to the MBE or WBE.

Section 15. Utilization Plan Submission

(a) Compliance documents must be submitted as detailed in the bid solicitation. Failure to do so will render the bid non-responsive. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein.

(b) A Bidder must either meet the Contract Goals or establish its Good Faith Efforts to do so as described in this Revised Appendix D and the bid solicitation.

(c) Each Bidder must submit with its bid a completed and signed Utilization Plan that lists for each Subcontractor and supplier proposed to be used to perform the scope of work on the contract: the name; address; telephone number; electronic mail address; six-digit North American Industry Classification System code; a description of the work with contract item number; the dollar amount to be allocated to the business; the contact person of the business; and any other information required in the solicitation documents. Each Bidder's Utilization Plan must commit to MBE or WBE participation equal to or greater than each of the Contract Goals set forth in the bid solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the bid solicitation.

(d) Each Bidder must submit with its bid a signed MBE/WBE Subcontractor's Letter of Intent for each business proposed to meet the Contract Goals in the form specified in the bid solicitation, with a copy of each MBE or WBE current Letter of Certification from a state or local government or agency, or documentation demonstrating that the business is a MBE or WBE within the meaning of this Revised Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan will control. An original or scanned copy of the MBE/WBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder has failed to meet the Contract Goals, it must file a Waiver Request documenting its Good Faith Efforts to meet the Contract Goals as provided in the format described in the bid solicitation. Following submittal of a Waiver Request, the Administrator will require the Prime Contractor to file a Contractor Information Form and provide additional documentation of its Good Faith Efforts in attempting to fulfill such goals.

(i) Good Faith Efforts will include, but are not limited to:

(1) Attending the mandatory pre-bid conference conducted by the District to acquaint Prime Contractors with MBEs and WBEs available to provide relevant goods and services and to inform MBEs and WBEs of subcontracting opportunities on a contract.

(2) Reviewing the Vendor List of available MBEs and WBEs maintained by the District, as well as other state and local governments and agencies, prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids.

(3) Soliciting, not less than fifteen (15) calendar days before the bid opening date, through reasonable and available means (*e.g.*, written notices,

advertisements on social media) MBEs and WBEs that can provide services in the anticipated scopes of subcontracting on the contract.

(4) Providing MBEs and WBEs with convenient and timely opportunities to review and obtain relevant plans, specifications, or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a Prime Contractor solicitation and following up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.

(5) Negotiating in good faith with interested MBEs and WBEs that have submitted bids and thoroughly investigated their capabilities. Evidence of such negotiations includes: the names, electronic mail addresses, and telephone numbers of MBEs and WBEs with whom the Bidder negotiated; a description of the information provided to MBEs and WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with MBEs and/or WBEs to perform the work. The Bidder may not reject MBEs and WBEs as being unqualified without sound reasons. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself a sufficient reason for a Bidder's failure to meet the Contract Goals, as long as such costs are reasonable.

(6) Selecting those portions of the contract consistent with the available MBEs and WBEs, including where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation.

(7) Making efforts to assist interested MBEs and WBEs in obtaining financing or insurance as required by the District for performance on the contract, when applicable.

(8) Using the services and assistance of the District; MBE and WBE assistance groups; local, state, and federal minority or woman business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation may be grounds for the rejection of a bid submission or a Waiver Request.

(iii) Upon completion of the investigation, the Administrator will inform the Director of his or her findings.

(iv) Thereafter, the Administrator will determine whether to grant the Waiver Request based on the Bidder's Good Faith Efforts at the time of the bid submission.

(v) Where the Administrator determines that a Bidder has not made Good Faith Efforts, the Director will declare the bid submission non-responsive and reject the bid.

(f) A Prime Contractor's submission of a Utilization Plan that commits to MBE or WBE participation equal to or greater than the Contract Goals does not provide a basis for a higher bid, an increase in contract price, or a later change order.

(g) The requirement to submit a Utilization Plan and MBE/WBE Subcontractor's Letter of Intent applies when the individual project is awarded under a Job Order Contract.

(i) A Prime Contractor awarded a Job Order Contract must submit with each work order issued under such a contract its Utilization Plan that lists the name, address, telephone number, electronic mail address, and contact person for each MBE and WBE to be used on the work order, as well as a description of work to be performed and the dollar amount to be allocated to the MBE or WBE. The Prime Contractor must submit with each work order a MBE/WBE Subcontractor's Letter of Intent from each certified business.

(ii) A Prime Contractor awarded a Job Order Contract will be subject to the compliance monitoring provisions contained in this Revised Appendix D. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Prime Contractor has attained the Contract Goals for the completed portion of the Job Order Contract or that it has been unable to do so despite its Good Faith Efforts. Good Faith Efforts must be documented as provided in this Revised Appendix D.

Section 16. Bid Submission Compliance Review

(a) The Director, in coordination with the Administrator, will declare a bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan and signed MBE/WBE Subcontractor's Letter of Intent from each MBE and WBE listed on its Utilization Plan.

(ii) Failed to commit in its Utilization Plan to MBE and WBE participation equal to or greater than the Contract Goals unless the Bidder submitted with its bid a request a total or partial waiver of the Contract Goals.

(b) Where, after consultation with the Administrator, the Director determines that the Utilization Plan submitted by a Bidder is false or fraudulent, the bid will be rejected or, if the determination is made after the contract is awarded, the contract may be forfeited in accordance with the provisions of Article 28 of the General Conditions.

(c) Prior to the award of any contract, the Administrator will review the Utilization Plan, MBE/WBE Subcontractor's Letter of Intent, Letter of Certification, Contractor Information, and Waiver Request Form submitted by the apparent low Bidder and conduct any other investigation the Administrator deems appropriate to determine compliance.

(d) Within thirty (30) calendar days after request, the Prime Contractor must furnish executed copies of all MBE and WBE subcontracts to the Administrator. Subsequently, the Prime Contractor will obtain and submit a copy of all MBE and WBE contracts at all Tiers within five (5) calendar days of a written request.

(e) The Prime Contractor will set timetables for the use of its Subcontractors before ten (10) percent of the work is completed. Timetables may be modified during contract performance with the prior written approval of the Administrator.

(f) If requested by the Administrator, the Prime Contractor must submit a MBE and WBE work plan projecting the work tasks associated with a certified business' commitments prior to the award of the contract. The work plan must provide a description of the work to be subcontracted to MBEs and WBEs and non-certified businesses and the dollar amount, as well as the name of all Tiers of Subcontractors. The work plan will become a part of the Prime Contractor's commitment and the contract record and may not be changed without prior written approval of the Administrator.

Section 17. Mentor-Protégé Program

The mentor-protégé program has been designed to encourage Prime Contractors to actively participate in the development and mentoring of MBE and WBE businesses. To motivate Prime Contractors to participate in the mentor-protégé program, the District will include a three (3) percent Contract Goal credit towards the applicable mentee category on all contracts to which this Revised Appendix D is applied. In addition to providing mentoring opportunities, the mentor-protégé program will also provide increased access to resources which will facilitate improved economic growth and greater contracting opportunities for the MBE or WBE protégé. The following guidelines will apply to the mentor-protégé program:

(a) The mentor/Prime Contractor will indicate that it wishes to participate in the mentor-protégé program in its bid submission for a District contract. This indication will be considered as an application to participate in the mentor-protégé program, and the application will be subject to the review and approval of the Administrator.

(b) The mentor and protégé must have a relationship independent of the District that pre-exists the mentor/Prime Contractor's bid application. The District will not facilitate a relationship between a mentor and a protégé.

(c) To qualify as a mentor, the Prime Contractor must present evidence that it has been operating in the market in which the protégé conducts business for at least five (5) years; is in good financial standing as determined by its federal tax returns or audited financial statements; and has not been debarred, suspended, or had its business license revoked.

(d) To qualify as a protégé, the Subcontractor must be a MBE and WBE as defined in this Revised Appendix D. Additionally, the protégé must have at least one (1) year of work experience in the market in which the mentor conducts business.

(e) A mentor may only have a total of three (3) protégés at any given time, and no more than one (1) protégé per contract. This information must be provided to the Administrator at the time that the bid application is reviewed.

(f) A protégé may only have one (1) mentor at any given time. This information must be provided to the Administrator at the time that the bid application is reviewed.

(g) A business may not serve as a mentor and a protégé at the same time.

(h) The mentor and protégé must be separate and distinct businesses. The mentor cannot possess an ownership interest in the protégé business, nor can the businesses be otherwise affiliated outside of the mentor-protégé relationship, including any familial relationship. The Administrator will review and assess the nature of the relationship to ensure that this requirement is fulfilled.

(i) If the mentor-protégé agreement is terminated during the pendency of the District contract on which the mentor-protégé relationship has been approved, it is the obligation of the mentor/Prime Contractor to notify the Administrator within three (3) calendar days of the termination. Failure to notify the Administrator within this required timeframe may result in the mentor/Prime Contractor being prohibited from participating in the mentor-protégé program on future contracts. In the event of termination, the mentor/Prime Contractor will cease to receive any credit or recognition for work performed by the protégé/Subcontractor from the point the agreement has been terminated, separate from any credit or recognition for which it is otherwise entitled.

(j) In the event of termination of the original mentor-protégé agreement, the mentor will not be permitted to engage with another protégé for the same District contract. Likewise, no substitutions of a protégé will be permitted.

(k) Any application to the mentor-protégé program will be denied if, in the opinion of the Administrator, the mentor-protégé relationship presents no opportunity for professional benefit to the protégé, but instead serves only as vehicle for the mentor to receive Contract Goal credits on a District contract. The Administrator's decision on this matter will be final and is not subject to appeal or review.

(l) Violation of any of the provisions contained in this section will result in the mentor-protégé application being denied, or in the event that information pertaining to a violation is discovered after the application is approved, permission to participate in the mentor-protégé program will be revoked. The Administrator's decision on this matter will be final and is not subject to appeal or review.

Section 18. Contract Performance Compliance

(a) Following the award of a contract, the Administrator will review the Prime Contractor's compliance with its MBE and WBE commitments during the performance of the contract.

(b) The Prime Contractor will be required to submit the Affirmative Action Monthly MBE/WBE Status Report providing the information in the written format specified by the Administrator. Evidence of MBE and WBE Subcontractor participation and payments must be submitted as required to confirm Subcontractors' participation and payment. The Prime Contractor's failure to do so may result in a finding of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The Administrator reserves the right to require that the Affirmative Action Monthly MBE/WBE Status Report be submitted electronically via the compliance system upon notice.

(c) District contract compliance officers and auditors, or their designees, must have access to the Prime Contractor's and Subcontractor's Books and Records, including certified payroll records, bank statements, employer business tax returns, and all records including

all computer records and books of account to determine Prime Contractor and Subcontractor compliance with Program requirements. The District has the sole discretion to perform audits at any time and without notice to the Prime Contractor or Subcontractor. A Prime Contractor must provide the Administrator with any additional compliance documentation within ten (10) calendar days of receipt of a written request.

(d) If District personnel observe that any Subcontractor other than those listed on the Utilization Plan is performing work or providing materials or equipment for those MBE and WBE Subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation and progress payments may be withheld. The Prime Contractor will have the opportunity to meet with the Administrator prior to a finding of non-compliance.

(e) The Prime Contractor is required to fill out the Supplemental Change Order Form or such other documents as the Administrator may require which details the names of the Subcontractors impacted and provides a description of the work and dollar amount of the change and the amended contract value. The Prime Contractor will submit the Supplemental Change Order Form along with any additional documents as required to the Administrator for approval.

(f) Where a partial or total waiver of the Contract Goals has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Contract Goals, and the Administrator will provide technical assistance with respect to such efforts. The Administrator will require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill the Contract Goals.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan without the prior written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE or WBE Subcontractor with its own forces or those of an Affiliate, a non-certified business, or another MBE or WBE. Failure to obtain the prior written approval of the Administrator will constitute a breach of the contract and subject the Prime Contractor to any and all available sanctions. Additionally, the participation of certified businesses that did not receive prior written approval by the Administrator will not be counted towards the Contract Goals.

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE or WBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

(1) The listed MBE or WBE Subcontractor fails or refuses to execute a written contract.

(2) The listed MBE or WBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

(3) The listed MBE or WBE is ineligible to work on public works projects because of suspension or debarment proceedings pursuant to federal, state, or local law.

(4) The Administrator has determined that the listed MBE or WBE Subcontractor is not a responsible contractor.

(5) The listed MBE or WBE Subcontractor voluntarily withdraws from the project and provides the Administrator with prior written notice of its withdrawal before a decision on certification eligibility by the Administrator is rendered.

(6) The listed MBE or WBE Subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE or WBE owner dies or becomes disabled rendering the business unable to complete the work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include instances where the Prime Contractor seeks to terminate a MBE or WBE so that the Prime Contractor can self-perform the work or substitute another MBE or WBE or non-certified Subcontractor to perform the work.

(iii) The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request to terminate or substitute, and the detailed reasons for the request. The Prime Contractor must give the MBE or WBE five (5) business days to respond to the notice and advise the Administrator of the reasons, if any, why the MBE or WBE objects to the proposed termination and why the Administrator should approve the request to terminate. If required in a particular case as a matter of public necessity (*e.g.*, safety), the Administrator may require a response period shorter than five (5) business days.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE or WBE Subcontractor for any reason, the Prime Contractor must make Good Faith Efforts as defined herein to find a substitute MBE or WBE Subcontractor to meet its MBE or WBE contractual commitment. Its Good Faith Efforts must be directed at finding another MBE or WBE to perform or provide at least the same amount of work, material, or service under the contract as the original MBE or WBE to the extent necessary to meet the Contract Goals.

(v) The Prime Contractor must submit a MBE/WBE Subcontractor's Letter of Intent for each proposed new MBE or WBE Subcontractor.

(vi) The Administrator will review the substitution request and decide whether to grant the request based on the Prime Contractor's documented compliance with these provisions.

(h) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as demonstrated by its request for a progress payment, the Administrator will provide written notice to the Prime Contractor regarding the deficiency and progress payments may be withheld until compliance is achieved. If additional instances of non-compliance occur, subsequent progress payments may also be withheld pending compliance. Failure to meet the Contract Goals as stated on the Utilization Plan will be a *prime facie* case of non-compliance.

(i) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as the result of the District's elimination of the work to be performed by a MBE or WBE, the Prime Contractor must notify the Administrator in writing and request an amendment of its Utilization Plan. A letter of release signed by the Subcontractor must be included with the request.

(j) The Contract Goal obligation extends to all contract work covered by change orders. The obligation to make Good Faith Efforts to meet the Contract Goal extends to the entire performance of the contract. When contract work is added, the Prime Contractor must award that work to the MBE or WBE listed in its Utilization Plan, if the original scope of work is to be performed by a MBE or WBE listed in the Utilization Plan. If the original listed MBE or WBE cannot perform the additional work, the Prime Contractor must make Good Faith Efforts to secure MBE or WBE Subcontractors to perform the additional contract work so that the goal percentage committed to in the contract is maintained or the Contract Goal is achieved.

(k) When the scope of Contract work is deducted, the Prime Contractor must make Good Faith Efforts to achieve the Contract Goal percentages committed to in the Contract.

(l) The Prime Contractor must notify the Administrator in writing within ten (10) calendar days of its determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request a reduction in the scope of work, and the detailed reasons for the request. The Administrator will review the request for the reduction and decide whether to approve the request based on the Prime Contractor's documented compliance with these provisions.

(m) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten (10) percent of the original contract value, the Prime Contractor will increase the utilization of all MBEs or WBEs, where feasible, so that the total value of the percentage of work performed by MBEs or WBEs as to increased contract value bears the same relationship to the total value of the contract, as modified by change orders, as the percentage of MBEs or WBEs utilization committed to in the Prime Contractor's original Utilization Plan.

Section 19. Compliance System

All contractors are to comply with Diversity's electronic compliance and monitoring system for reporting purposes. Failure to comply with these requirements may result in a finding

of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The reporting requirements include, but are not limited to:

- (a) Prime Contractors are required to submit monthly Diversity spend numbers as well as make payments towards invoices submitted by Subcontractors, on a monthly basis.
- (b) Subcontractors are required to submit invoices for their work and to acknowledge payment from Prime Contractors when received.

Section 20. Sanctions for Non-Compliance

(a) Where the Administrator believes that the Prime Contractor or Subcontractor has: committed fraud or made misrepresentations to the District; failed to comply with this Revised Appendix D or its contract; provided false or fraudulent documentation; or failed to comply with its Utilization Plan, the Administrator will notify the Prime Contractor and/or Subcontractor in writing of such determination of non-compliance and withhold up to one hundred (100) percent of the current progress or final payment due to the Prime Contractor. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or Subcontractor will have the right to meet with the Administrator within ten (10) calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or Subcontractor is complying.

(b) If the Administrator determines that the Prime Contractor and/or Subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator will refer the matter to the Executive Director. Upon review of the matter, the Executive Director may return the referral to the Administrator with direction on how to proceed or may direct that the Prime Contractor and/or Subcontractor participate in a Show Cause hearing on a date certain to explain why further sanctions should not be imposed.

(i) The Prime Contractor and/or Subcontractor will have ten (10) calendar days after receipt of the Show Cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer will be convened to provide the Prime Contractor and/or Subcontractor an opportunity to be heard with respect to the non-compliance. Within twenty (20) calendar days after the Executive Director's referral, the Hearing Officer will schedule a hearing to be held within twenty (20) calendar days of receipt of the referral. The District will carry the burden of proof as to non-compliance by a preponderance of the evidence. An official record will be kept with the Clerk of the District. All filings by the District or the Prime Contractor and/or Subcontractor should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer will conduct the Show Cause hearing and issue findings of fact, conclusions of law, and recommendations regarding disposition of the hearing.

Procedures and rules governing the Show Cause hearings will be followed as adopted by the Board of Commissioners.

(iii) All Show Cause hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties will be given the opportunity to present and respond to evidence. The Hearing Officer will conduct a fair hearing and maintain order and will abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within thirty (30) calendar days after the Show Cause hearing, the Hearing Officer will issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance, and recommendations with respect to any appropriate sanctions. The Executive Director will transmit the Hearing Officer's findings, conclusions, and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or Subcontractor's non-compliance with this Revised Appendix D including, but not limited to:

(1) Withholding up to fifty (50) percent of the current progress or final payment due the Prime Contractor until the Administrator determines that the Prime Contractor is in compliance. Following the withholding of up to fifty (50) percent of the current progress payment, up to one hundred (100) percent of further progress payments may be withheld until the Prime Contractor is found to be in compliance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or Subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or Subcontractor from eligibility to bid on District Construction Contracts for a period of not less than one (1) year and not more than three (3) years. A business that is disqualified pursuant to the provisions of this Revised Appendix D will be precluded from participation on any District contract as a Prime Contractor, Subcontractor, and supplier for the period of disqualification. In cases involving the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months and not more than three (3) years for the second violation, and not less than two (2) years and not more than three (3) years for the third violation from the date of disqualification established by the Board of Commissioners' Order.

(3) Rejecting bid submissions by the Prime Contractor for other contracts not yet awarded when it is determined that the Prime Contractor participated in the use of false documentation, the making of false statements, or fraud or misrepresentation.

(4) For any MBE or WBE that has misrepresented its MBE or WBE status and failed to operate as an independent business performing a Commercially Useful Function, declaration by the Director that the MBE or WBE is ineligible to participate as a MBE or WBE in District contracts. A business that has been declared ineligible may not participate as a MBE or WBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE or WBE goal commitment that the Prime Contractor failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments at the sole discretion of the Administrator.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action, where applicable.

(c) The District's attorneys' fees and costs may be assessed against the Prime Contractor and/or Subcontractor where the Hearing Officer makes a finding that the Prime Contractor and/or Subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(d) Notice of sanctions imposed by the Board of Commissioners for violations of this Revised Appendix D by the Prime Contractor, Subcontractor, or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's website, publication in any type of media or newspaper publication, and direct notice by letter to governmental entities.

(e) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 21. Federal Regulations

The provisions of this Revised Appendix D shall not apply to any contract in which there will be monetary contributions received from a federal agency and the requirements of the federal agency dictate automatic compliance with that agency's affirmative action program. No language contained in this Revised Appendix D shall be interpreted to diminish or supplant the Equal Employment Opportunity Commission requirements.

Section 22. Reporting and Review

The Administrator will provide biannual reports to the Board of Commissioners containing the following information:

(a) The level of MBE or WBE participation achieved during the prior calendar year or other time period on District Construction Contracts subject to this Revised Appendix D; and

- (b) Identification of any difficulties with the enforcement of this Revised Appendix D; and
- (c) Any recommendations with respect to improving the implementation of this Revised Appendix D.

Section 23. Sunset Provision

This Revised Appendix D will expire on December 31, 2027, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the District's Chicago construction industry and geographic market area.

Section 24. Repeal of Prior Inconsistent Provisions

All enactments and provisions previously adopted by the Board of Commissioners with regard to affirmative action on Construction Contracts subject to this Revised Appendix D that are inconsistent with the provisions contained in this Revised Appendix D are hereby expressly repealed.

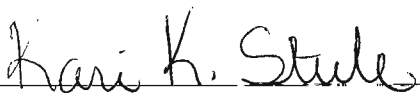
Section 25. Severability

If any clause, sentence, paragraph, section, or part of this Revised Appendix D is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that judgment will not affect, impair, or invalidate the remainder of this Revised Appendix D and will be construed as if the clause, sentence, paragraph, section, or part had never been contained in this Revised Appendix D. The remaining language contained in this Revised Appendix D will remain in full force and effect. In lieu of such invalid, illegal, or unenforceable clause, sentence, paragraph, section, or part, there will be automatically added as part of this Revised Appendix D language as similar in its terms to such invalid, illegal, or unenforceable language as may be possible and be valid, legal, and enforceable.

Section 26. Effective Dates

This amendment to Revised Appendix D will be effective and apply to all bids for Construction Contracts advertised after December 31, 2022.

ADOPTED:

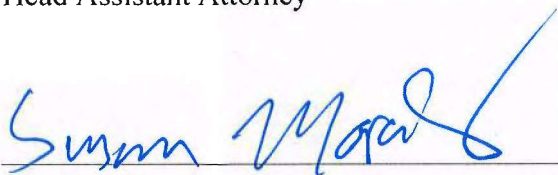
_____

Kari K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:

_____

Head Assistant Attorney

_____

General Counsel

Exhibit A
Utilization Plan

Exhibit B
MBE/WBE Subcontractor's Letter of Intent

Exhibit C
Assist Agencies List

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE/WBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(u); WBE - Section 5(ff); SBE - Section 5(z).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE/WBE Subcontractor's Letter of Intent furnished to all MBEs and WBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE/WBE Utilization Plan and all signed MBE/WBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-4 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

**MBE/WBE UTILIZATION PLAN AND ALL SIGNED MBE/WBE
SUBCONTRACTOR'S LETTER OF INTENT MUST BE
COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!**

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

(Attach additional sheets as needed)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

(Attach additional sheets as needed)

SIGNATURE SECTION

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs and WBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

- 1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) If a waiver is requested, the bidder must also complete the following “WAIVER REQUEST FORM.”**

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

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WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 15 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE/WBE Utilization Plan or achieve a particular goal for MBE/WBE participation in the contract. The reasons for the request are as follows:

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs and WBEs listed in the MBE/WBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D21-D22, Section 15. Utilization Plan Submission (e), (i) (1)-(8).

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

Page Intentionally

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MBE/ WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE Firm) _____ MBE: Yes ___ No ___
WBE: Yes ___ No ___

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

If more space is needed to fully describe the MBE/WBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ _____

(Written in Figures)

(Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name/Title (Print)

Date _____ Phone _____

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.

All bidders shall submit with the Bid, copies of MBE/WBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE and WBE listed in its MBE/WBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE and WBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE and WBE is a MBE or WBE within the meaning of this Revised Appendix D. Failure to submit the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE/WBE Subcontractor's Letter of Intent must conform to the MBE/WBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE/WBE Subcontractor's Letter of Intent will be acceptable.

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. Purpose

The purpose of the Veteran-Owned Business Enterprise Contracting Policy (“Policy”) is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago (“District”) for veteran-owned and operated small business enterprises.

Section 2. Definitions

- (a) “Contract Goals” means the numerical percentage goals for MBE, WBE, and VBE participation to be applied to an eligible District contract subject to Affirmative Action Ordinance Revised Appendix D of the Metropolitan Water Reclamation District of Greater Chicago and this Appendix V for the participation of MBEs, WBEs, and VBEs based upon the scope of work of the contract and the availability of MBEs, WBEs, and VBEs to meet the goal, and the District’s progress towards meeting its annual MBE and WBE goals.
- (b) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six (6) months, or for the duration of hostilities regardless of the length of engagement, and
 - (i) was discharged on the basis of hardship; or
 - (ii) was released from active duty because of a service-connected disability; or
 - (iii) was discharged under honorable conditions.

Former members of the military with the following type of discharges are excluded from the Policy:

- (i) dishonorably discharge; or
 - (ii) bad conduct discharge; or
 - (iii) general discharge under other-than-honorable conditions.
- (c) “Good Faith Efforts” means honest, fair, and commercially reasonable actions undertaken by a prime contractor or consultant to meet the VBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.
- (d) “Local Business” means a business located within the District’s geographic market area as established by the 2021 Disparity Study, namely the counties of Cook , DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.
- (e) “Minority-owned Business Enterprise” or “MBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more minority individuals.

- (f) “Small Business Enterprise” or “SBE” means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business’ previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.
- (g) “Veteran-owned Business Enterprise” or “VBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more eligible veterans, or in the case of a publicly held corporation, at least fifty-one (51) percent of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.
- (h) “Women-owned Business Enterprise” or “WBE” means a local small business entity which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 3. Certification Eligibility

- (a) Only a business owned, managed, and controlled by an Eligible Veteran may be certified as a VBE.
 - (i) Ownership by one or more Eligible Veterans must be direct and unconditional; and
 - (ii) Subsidiaries owned or controlled by one or more Eligible Veterans is not acceptable.
- (b) For the purposes of this policy, there is no distinction between service-disabled and non-service disabled veteran-owned businesses.

Section 4. Contract Goals

- (a) The standard Contract Goal for VBEs is three (3) percent, unless otherwise specified in the language of the contract, specifically the Invitation to Bid. This goal is applicable to contracts awarded by the District where the total approved expenditure is in excess of one hundred thousand dollars (\$100,000.00).
- (b) VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals. An Eligible Veteran who is also a MBE or WBE may be utilized to fulfill the MBE, WBE, and VBE Contract Goals, as applicable. However, the three (3) percent VBE Contract Goal must be fulfilled in addition to the MBE and WBE Contract Goals set forth.
- (c) If a MBE or WBE is utilized to accomplish the VBE Contract Goal, the VBE commitment amount must be entered as a separate dollar amount on all contract documents.

- (d) VBE Contract Goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list that are capable of performing the anticipated subcontracting functions of the contract.

*Section 5. **Good Faith Efforts***

A prime contractor must undertake Good Faith Efforts to ensure that qualified VBE businesses are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the contractor may have the capability to complete the contract without the use of subcontractors.

*Section 6. **VBE Commitment Form Submission***

When completing a Utilization Plan for a contract bid document, a prime contractor must complete the VBE Commitment Form by doing the following:

- (a) Provide the name, contact information, and qualifications for prospective VBE businesses. Delineate the various anticipated categories and disciplines of services to be provided by VBE businesses and provide the dollar amount to be allocated to each business; and
- (b) Summarize commitment to comply with the VBE Contract Goal for the project. Compliance documents must be submitted as detailed in the bid solicitation. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein; and
- (c) Where a prime contractor or consultant is a business owned and controlled by a VBE or where the prime contractor or consultant utilizes a VBE in a joint venture or as a subcontractor, a prime contractor or consultant may count toward the achievement of its VBE Contract Goals the utilization of any VBE that also satisfies the definition of a SBE.

*Section 7. **Effective Date***

This Policy is effective as of December 31, 2022 and applies only to qualifying contracts advertised after the effective date.

Adopted pursuant to an Order of the Board dated November 15, 2018

Revised May 1, 2023

VBE COMMITMENT FORM

1. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

2. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

3. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

4. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

* If a MBE or WBE will be utilized to accomplish the VBE Contract Goal, then the VBE commitment amount must be entered as a separate dollar amount. VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals.

Attach a copy of qualifications for each VBE business.

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: _____

Contract Number: _____

Prime Contractor's Name: _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: () _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: _____

Title: _____

Signature: _____
(Signature of Affiant)

Date: _____

State of _____ County (City) of _____

This instrument was SUBSCRIBED and SWORN TO before me on _____

Signature of Notary Public



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.B.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on April 8, 2025 and recommended proclaiming 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

None.

Recommended Motion

I move 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

None.

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

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.C.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on April 8, 2025 and recommended proclaiming May 4-10, 2025 as National Drinking Water 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 AWWA 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

None.

Recommended Motion

I move to to proclaim May 4-10, 2025 as National Drinking Water 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

None.

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:

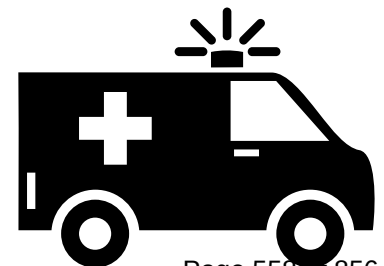
Village Clerk

DUMP EVERYTHING FOR TOUCH - A - TRUCK



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

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.E.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on April 8, 2025, and recommended awarding 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 (2) 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 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)

A revised ordinance updating the authorization to borrow funds for the completion of this project will be presented under "Old Business" with approval requested for April 14, 2025.

Recommended Motion

I move to recommend 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 - Bid Tabulation- 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 event 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 is 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 mechanic receives compensation at a rate not less than one and one-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>

HR Green, Inc.
Project No. 2202505

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

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

HR Green, Inc.
Project No. 2202505

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

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 #

LCreateon@IHCCConstruction.com

E-mail Address

(SEAL - if BID is by a corporation)

Attest



MAJOR ITEMS OF EQUIPMENT – NOT APPLICABLE FOR THIS CONTRACT



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

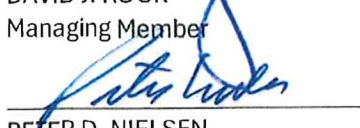
We, the undersigned, being a majority of the members of IHC Construction Companies, L.L.C., present at a meeting, hereby consent in writing to the following actions:

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.

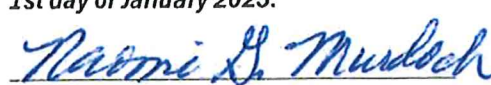

DAVID J. ROCK
Managing Member


PETER D. NIELSEN
Member


BRIAN T. RAUSCH
Member


BRADLEY P. RYAN
Member

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


Notary Public



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

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

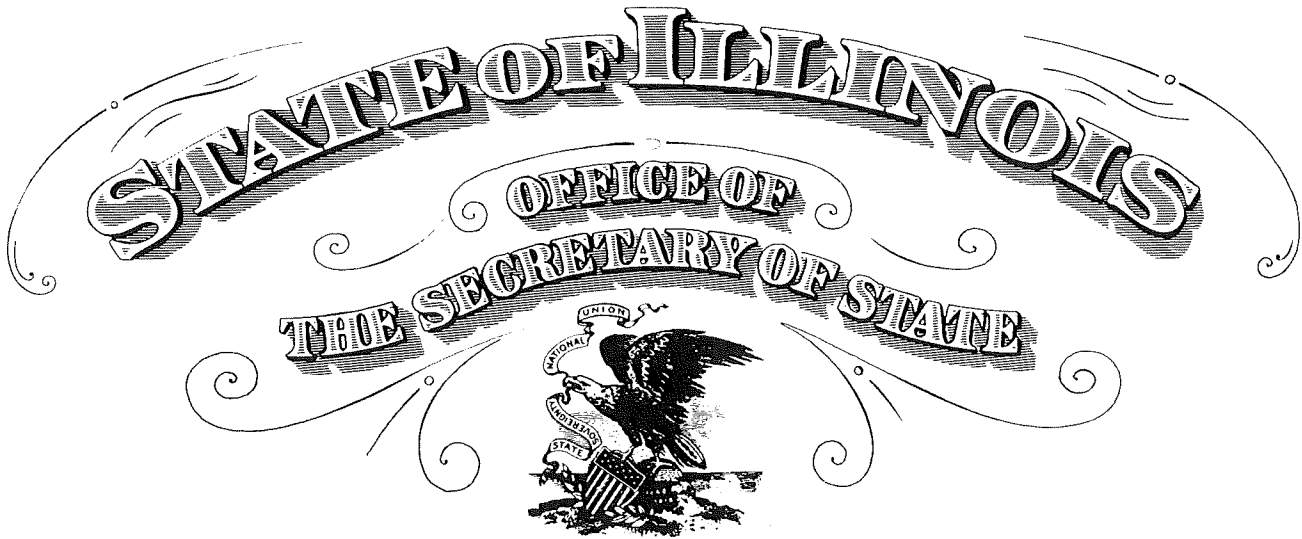
NAME	ADDRESS
David J. Rock, Managing Member OFFICER: CEO, President	37W600 York Lane Elgin, IL 60123
Walter P. Dwyer, Member	857 Samantha Circle Geneva, IL 60134
Brian T. Rausch, Member OFFICER: COO, Exec VP, Secretary, Treasurer	711 East Suffield Drive Arlington Heights, IL 60004
John W. Dwyer, Member	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



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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 Giannoulas

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

03/20/2025

Date

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.

HR Green, Inc.
Project No. 2202505

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

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

Mid-American Regional Bargaining Association (MARBA), Operating Engineers, Carpenters,
To: 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

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

Revised February 14, 2012

IL017650001

Date

Registration No.



Walter J. Solis
Secretary of Labor

Ann V. Kelly
Administrator, Office of Apprenticeship

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.



A.O. Chao
Secretary of Labor

Anthony Sweeney
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.



ALV LJA

Administrator, Office of Apprenticeship

Oct 15 18, 01:06p

Superior Excavating Co.

8158285427

p.3

RECEIVED BY FAX 02/28/2008 15:24 FAX

4/24/2017 2:28 PM

FROM: MOEITS

TO: +18158285427

P. 3

08/18/2015 15:42 FAX 71

02/28/2008 15 24 FAX

0003
0003

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

22 008780173

Registration No.

Shi-Chao
Secretary of Labor

Anthony S. ...
Assistant Secretary, Employer and Labor Service

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



Loi. Chao
Secretary of Labor

Anthony Scurage

May 5, 2002

Date

IL012020003

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.

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)

**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.

HR Green, Inc.
Project No. 2202505

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

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 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 [Signature]

Title Brian Rausch, Vice-President

Date 03/20/2025

Corporate Seal (where appropriate)

On this 20th day of March, 2025, 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 [Signature] Commission Expires 06/13/2027

Notary Seal



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.

HR Green, Inc.
Project No. 2202505

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

**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:

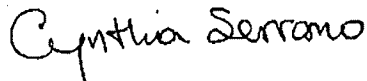
I AM NOW AND AT ALL TIMES HEREINAFTER MENTIONED A CITIZEN OF THE UNITED STATES OF AMERICA, OVER TWENTY-ONE YEARS OF AGE, AND COMPETENT TO BE A WITNESS ON THE HEARING OF THE MATTERS MENTIONED IN THE ANNEXED PRINTED COPY NOTICE HEREINAFTER SET FORTH; I HAVE NO INTEREST WHATSOEVER IN ANY OF THE SAID MATTERS; I AM NOW AND DURING ALL TIMES 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,



CLERK

Proposal & Bid Notice Details:

Back

Print

IHC CONSTRUCTION COMPANIES, LLC

IHC CONSTRUCTION COMPANIES, LLC-NTDVB-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:



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@IHCCConstruction.com

ATTN: Mark Carson

PH: 847-742-1516, www.IHCCConstruction.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.



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Boulder Aggregate / 303-320-0143

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CPA Group, Inc. is a national firm with over 100 offices across the United States. We are currently seeking qualified individuals to join our team in the Boulder County area. If you are interested in this opportunity, please contact us at 303-320-0143.

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Steve
(714) 904-9857

JOSEPH J. ALBANESE INC.
Public Works Estimator
Public Works Project Manager

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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.**

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

IHC Construction Companies,
LLC is an Equal Opportunity Employer



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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.menincartage@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	instruck@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: 	Print Name: Jean Golda
Date: 3/20/25	Title: President



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



NAICS: 561730
UNSPSC: 30121800, 72102902



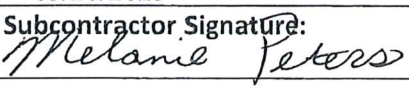
**EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form**

(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: 	Print Name: Melanie Peters
Date: 03/20/25	Title: President



National Women's Business Enterprise Certification

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

Carlin D. Menace

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



NAICS: 238210
UNSPSC: 81101701





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



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@americanlandsca pinginc.com	Trucking/Hauling	WBE
					Check if Hired ☐
Peters Electric & Technology - John Peters	9N054 Barron Rd. Maple Park, IL. 60151	847-370-9337	jpeters@peterselectri cil.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

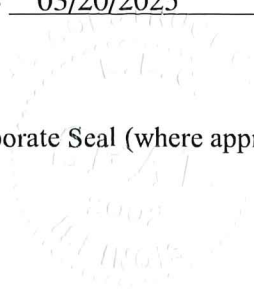
1. I am Vice-President (title) of the IHC Construction Companies, LLC (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the 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
- 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.
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater than 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 or 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.



Contractor Brian Rausch, Vice-President

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:

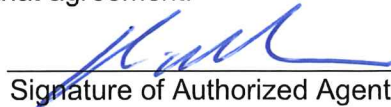
1. That said company is not barred from contracting with the Village as a result of a
violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense
of "bid-rigging" or "bid-rotating" of any state or of the United States.

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





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



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 owner's 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	206-62C39	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.

	Earthwork	5,000	526,627	41,003	21,000	262,878	2,064,824	Accumulated Totals
Portland Cement Concrete Paving								2,921,332
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	4,104,160
Landsc / Erosion Contrl Site Furnishings							91,279	91,279
Fencing								-
Guardrail / TEMPORARY BARRIER	-	30,642		104,492	45,000		180,134	180,134
Painting - Finishes								-
Signaling				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/ COP		15,000	50,000	137,336	-		684,786	887,122
GENERAL CONDITIONS	122,770	655,718	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	ENVIRONMENTAL	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	SAJ 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 from	Carry-over from	Carry-over from	Carry-over from	Carry-over from	Carry-over from
Type of Work	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page	Previous Page
Subcontract Price	59,283	1,087,438	564,362	641,737	1,177,443	6,301,508
Amount Uncompleted						
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	MICHEL'S	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	WIERNER 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.

[illegible]

CONTINUES ON FOLLOWING PAGE

SIGNATURE AND NOTARY TO FOLLOW ON LAST PAGE

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

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

20th day of March, 2025

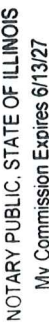
10

Name Printed

My commission expires: 06/13/2027

Address 385 AIRPORT ROAD SUITE 100

Part 3, Page 4



HR Green, Inc.
Project No. 2202505

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

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.

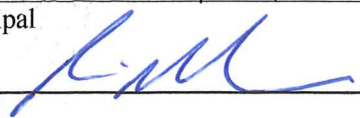
HR Green, Inc.
Project No. 2202505

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

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



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

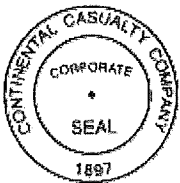
of Schaumburg, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- 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.

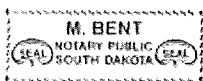


Continental Casualty Company
National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania
Paul T. Bruflat
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.



My Commission Expires March 2, 2026

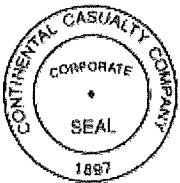
M. Bent

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
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

A handwritten signature in black ink, appearing to be "D. J. [unclear]", is written over a horizontal line.

3-18-25

CERTIFICATION

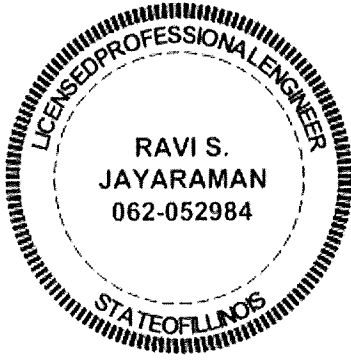
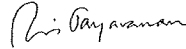
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Illinois.	
		1-17-2025
	RAVI S. JAYARAMAN, P.E.	DATE
	License Number: 062-052984	
	My license renewal date is November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



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IEPA requirements for Construction Contracts of Loan Recipients and Other Applicable

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Section III

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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

3/17/2025

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 Alternium 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 Addendum

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 one-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.

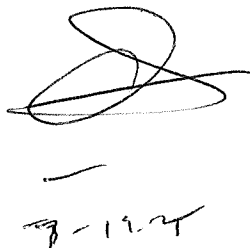
- (4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible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



Handwritten signature and date 8-12-25

HR Green, Inc.
Project No. 2202505

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

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					935,103.⁰⁰

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


3-19-25

HR Green, Inc.
Project No. 2202505

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

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 ☒ No ☐

Respectfully submitted:



Signature

5933 N. Knox Ave Chicago IL 60646

Address

President

Title

8/17/2025

Date

847-493-9577

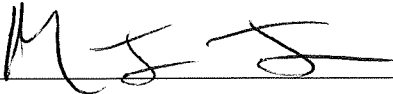
Telephone #

echung@millcor.net

E-mail Address

(SEAL - if BID is by a corporation)

Attest



MAJOR ITEMS OF EQUIPMENT – NOT APPLICABLE FOR THIS CONTRACT

HR Green, Inc.
Project No. 2202505

Lead Service Line Replacement – Phase 1

Village of Western Springs, Illinois

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.

18

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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., 20 25

Ann Marie Waters

(Notary Public) Ann Marie Waters

My Commission expires: 07/05/2025

Notary Seal:



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

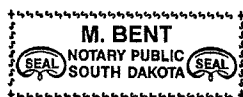
Larry Kasten, Vice President

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

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."

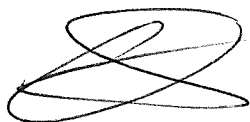
Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

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: Luna Laborers, Local 150, Local 180
(Name of union or organization of workers)

The undersigned currently holds contract(s) with Milkenium 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 contract(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
Milkenium 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.

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)

HR Green, Inc.
Project No. 2202505

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

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

I Eric Chung, do hereby certify that:

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 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 [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 [Signature] Commission Expires 6/13/2027

Notary Seal



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. 5933 N. Knox Ave. Chicago IL 60646 847-493-7577, 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: Conduit, _____,
_____, _____

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),
Michael S. Terry 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: 

NAME: Eric 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 <i>SA Nardulli</i>		Project Name <i>LEAD SERVICE Line Phase 1</i>	
Contact Person's Name & Title <i>Marco Arellano</i>			
Address <i>3517 S. 60TH CT</i>			
Telephone <i>773 475-1119</i>		Email <i>Marco@3Nardulli.com</i>	
DBE Certified By: <i>Marco</i>		Select all that apply. At least one is required: ☒ MBE ☐ WBE ☐ SBE ☒ DBE	
Prime Contractor Name <i>Millennium</i>			
Type of Work to be Performed <i>Concrete</i>			Cost Estimate of Work <i>150,000</i>

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: <i>[Signature]</i>	Print Name: <i>Eric Chang</i>
Date: <i>3/17/2025</i>	Title: <i>President</i>
Subcontractor Signature: <i>Marco Arellano</i>	Print Name: <i>MARCO ARELLANO</i>
Date: <i>3/20/25</i>	Title: <i>ESTIMATOR</i>

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. 100th Ct. Cicero, IL 60604	(708) 652-3000	marco@nardulli	concrete.com Concrete	MBE + DBE Check if Hired ☒
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐

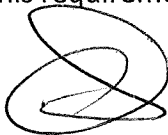
**Bidder Certification Regarding the Use of
Iron, Steel, Manufactured Products, and Construction Materials produced in the United States
(Build America, Buy America Act)**

I Eric Chung, do hereby certify that:

Name

1. I am President (title) of the Altman 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 or 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.

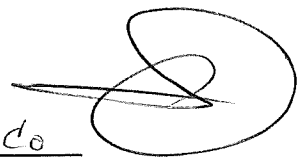
(C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

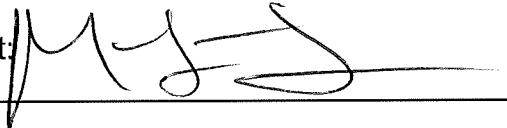
(D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

- (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

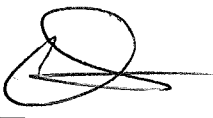


Attest: 

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:

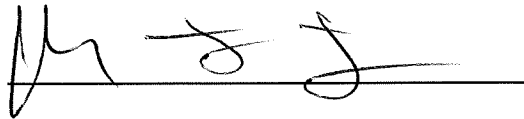


EXHIBIT A

CERTIFICATION BY THE CONTRACTOR

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

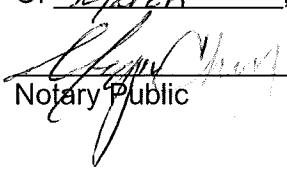
(insert "sole owner "partner", "president", "other" proper title)

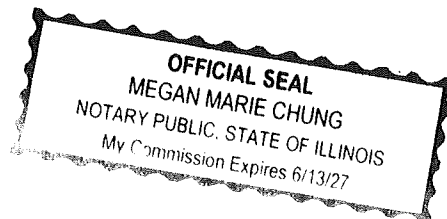
and the authorized agent of Milkenium Contracting Co, which has
submitted a proposal to, and is entering into a contract with, the Village of Western Springs for
the performance of work in relation to the Lead Service Line Replacement Project in the Village
Phase I
of Western Springs, and hereby certify 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



Pre-Construction Site Assessment Form

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

Property 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

Property 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):

Classified Advertising

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

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.



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.



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 E-MAIL ADDRESS: Kim.Sawicki@bbrown.com FAX (A/C, No): (630) 245-4601
INSURED Millennium Contracting Co. 5933 N Knox Avenue Chicago IL 60646	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company INSURER B: Tokio Marine Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 13021 23850

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR XCU coverage is included ☒ Contractual Liability is included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ 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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ 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	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0 ☒ OCCUR ☐ CLAIMS-MADE			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) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y	N/A		30304744	04/01/2024	04/01/2025	☒ 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 \$5,000,000 Aggregate \$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 Walver 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

CANCELLATION

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

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 additional insured on another endorsement attached to this coverage 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 a person 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.

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".

(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.

(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.

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.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.F.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on April 8, 2025, and recommended awarding the 2025 Fire Hydrant Sandblasting 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 National Fire Protection Agency (NFPA) color requirements. This year, the Village increased the budget to complete all remaining hydrants over the next three (3) 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 and complete bids are attached to this report. The lowest unit-cost responsive bidder is Go Painters at \$106.00/hydrant. Go Painters Inc. has performed 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 award the 2025 Fire Hydrant Sandblasting and Painting Contract to the lowest bidder, Go Painters Inc, for an amount not to exceed of \$25,875.

Strategic Plan Alignment

None.

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)

C. Figueroa

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.

<u>Unit Price</u>	<u>Number of Hydrants</u>	<u>Unit Extended Price</u>
\$ 106.00 (per hydrant)	200 Hydrants	\$ 21,200.00

Bid Alternate – Cap Painting

<u>Unit Price</u>
\$ 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 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 site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

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

Right to Audit

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

Severability

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

Smoking Policies

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

Successors/Assigns

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

Taxes, Benefits and Royalties

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

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

Termination

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

Unnecessarily Elaborate and Unresponsive Submittals

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

Waivers of Lien

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

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

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

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

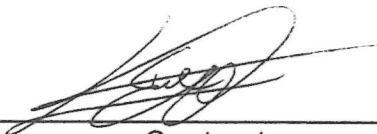
Contractor's Drug-Free Workplace Certification

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

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or 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.

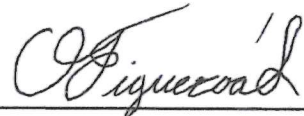
- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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**

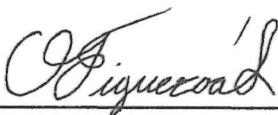
JORGE E. OCEGUER AS GO PAINTERS PRESIDENT hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, 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 RFB Project in the Village
of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

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

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

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

By: 
Name: Jorge Ocegueda President
Title: Authorized Agent of Contractor

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


Notary Public

Notary Public

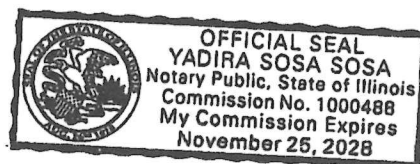


Exhibit C**CHANGE ORDER NO.:**

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

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

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

Description:

Attachments:

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

Recommended by Engineer (if required)

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 Percent (10%) of the Bid Amount

PROJECT:

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

2025 Fire Hydrant Sandblasting & Painting

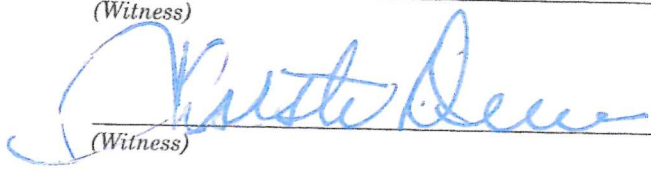
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

(Witness)



(Witness)

GO Painters, Inc.

(Principal)

President 

(Seal)

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

(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 SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



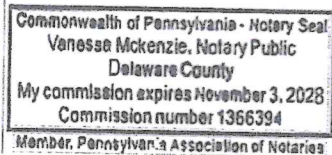
John Glomb

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.

Notary Public:

Vanessa McKenzie



residing at:

Linwood, PA

My commission expires:

November 3, 2028

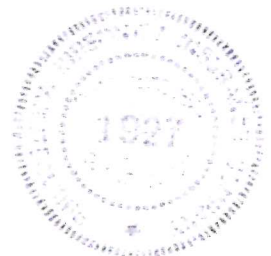
I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do 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

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

Attest:

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

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		
<i>Number of Hydrants</i>	<i>Unit Price</i>	<i>Unit Extended Price</i>	<i>Unit Price</i>	<i>Unit Extended Price</i>	
200	\$ 106.00	\$ 21,200.00	\$ 130.00	\$ 26,000.00	
Bid Alternate – Cap Painting					
<i>Unit Price (Per Hydrant)</i>		<i>Go Painters</i>	<i>Absolute</i>		
		\$ 116.00	\$ 130.00		



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.G.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on April 8, 2025, and recommended approving 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

The Water Resources, Inc. contract for the installation of water meters throughout the Village expired at the end of 2024. 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 additional services and materials to the Village of Western Springs. All the meters that remain to be installed are not subject to an 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 waiving 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

Account 4303510
Fund Water Fund
2025 Budget \$50,000

Project Cost Not to exceed the approved budgeted amount of \$50,000.

Recommended Motion

I move to approve 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

Infrastructure Improvements

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: [Signature]

Date: March 31, 2025.

SEAL / STAMP

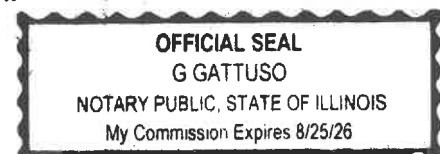


Exhibit "A"

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

(attached)

Exhibit "B"

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

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply 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:
- 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.
 - All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
 - 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.
 - It is authorized to sell and install the goods, supplies, equipment and/or services.
 - 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.
 - It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
 - 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.
 - 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.**
- 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.
 - 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:
 - Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
 - Umbrella Coverage – \$1,000,000.00
 - Property Damage – \$500,000.00 per occurrence
 - Automobile Coverage - \$1,000,000.00 per occurrence
 - Errors and omissions insurance or professional liability: TBD by Village Manager
 - Workers' Compensation – Statutory

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

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

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

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

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

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

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

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

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

If to Village:

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

If to Vendor:

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)

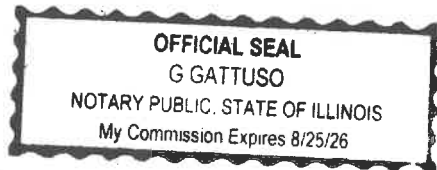
ACKNOWLEDGEMENT

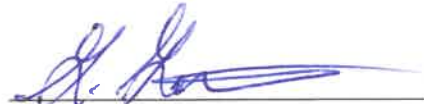
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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.




Notary Public



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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			6D13785	11/26/2024	11/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6E13785	11/26/2024	11/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$			6J13785	11/26/2024	11/26/2025	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 If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6H13785	11/26/2024	11/26/2025	☒ 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	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

CANCELLATION

Village of Western Springs
740 Hillgrove
Western Springs, IL 60558

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

Water Resources Q2 2025 Price List Village of Western Springs
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Meters		
3/4"	S.L. Mach 10 Gallons Meter (pit set only)	\$220.00
1"	Mach 10 Gallons Meter (pit set only)	\$276.50
1 1/2"	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		
3/4"	Connections (per pair)(includes gasket)(Lead Free)	\$43.50
1"	Connections (per pair)(includes gasket)(Lead Free)	\$57.50
1 1/2"	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.*

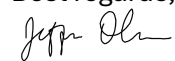
Duration: We will continue to monitor trade developments and adjust accordingly if conditions improve.

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



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.H.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on April 8, 2025, and recommends approving 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 approve 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 cgriev@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



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

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 it 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

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.I.

To: Board of Trustees

From:

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, Chris Breakey, Superintendent of Public Works

RE: Ziebell Fire Hydrant Purchase

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 8, 2025, and recommended approving 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 (2) 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 approve the purchase of an additional 15 Mueller fire hydrants for \$80,925.00 from Ziebell Water Service Products, Inc.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Ziebell Hydrant Quote

Quote



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.J.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on April 8th, 2025, and recommended the award of 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

<u>Contractor Firm Name</u>	<u>Base Bid</u>	<u>Alternate Bid</u>	<u>Total Base + Alternate</u>
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 approve 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

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				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
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 ADJUSTED	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 ADJUSTED	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

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.K.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on April 8th, 2025, and recommended the approval of 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 approve 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 Construcion 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

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.L.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on April 8th, 2025, and recommended the approval of 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.

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**	TBD**

*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.

** The bids received are still under review.

Recommended Motion

I move to approve 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 (2025 MFT Resurfacing and Skip-patch Project)



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

25-00106-00-RS

BE IT RESOLVED, by the **President and Board of Trustees**

Governing Body Type

of the **Village**

Local Public Agency Type

of **Western Springs**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
MFT - 45th Street	0.51		Wolf Road	Gilbert Avenue
MFT - Skip Patching			Various Village owned and maintained streets	

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Design Engineering, Construction Engineering and Construction of street improvements consisting of HMA surface removal, pavement patching, HMA surface and binder course, driveway R&R, sidewalk R&R, curb and gutter R&R, parkway restoration and other miscellaneous items of work.

2. That there is hereby appropriated the sum of **six hundred sixty four thousand, eight hundred fifty**

Dollars (**\$664,850.00**) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, **Edward Tymick**

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said **Village**

Local Public Agency Type

of **Western Springs**

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of **Western Springs**

Governing Body Type

Name of Local Public Agency

at a meeting held on

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.M.

To: Board of Trustees

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 - Update

Recommendation

Staff recommends to award a contract to the apparent responsive low bidder for the 2025 Asphalt Resurfacing and Skip-Patching Program at the April 28, 2025 Board of Trustees Meeting.

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. The bid opening was at 10 a.m. on April 8, 2025. Seven (7) bids were received. CBBEL and Staff are still reviewing the bids that were received. Staff does not yet have an award recommendation at this time because the review process is not yet completed. Staff expects to have the bid review process completed and a lowest responsive bidder determined prior to the next Village Board meeting on April 28, 2025.

Financial Impact

Account 4102370-60011/4102370-53040

Fund Roadway - MFT

2025 Budget \$430,000/\$150,000

Project Cost TBD Upon Bid Review

Recommended Motion

The Public Works and Water Committee discussed the status of the bids at their meeting on 4/8/2025 however the Committee did not make a recommendation since the bid review

process is still ongoing.

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

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.N.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

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

RE: [Previously Discussed] Lead Service Line Replacement Phase Revised Ordinance –
Authorizing the Village to Borrow Funds
(For Consideration Under Old Business)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 8, 2025, and recommended approving 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 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 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.

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: November 11, 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).

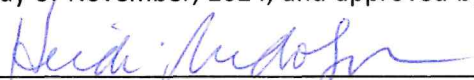
SECTION 9. AUTHORIZATION OF PRESIDENT TO EXECUTE LOAN AGREEMENT: The Village President is authorized and directed to execute the Loan Agreement(s) with the Illinois Environmental Protection Agency. The President and Board of Trustees of the Village may authorize by resolution a person other than the 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, Village President

ATTEST: 
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 Tymick, 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 24-3221, 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



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:

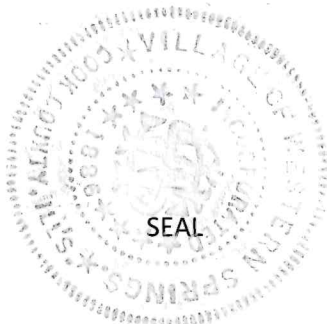
AYES: Trustees Avakian, Chen, Fink, Lewis, Nawrocki, Tyrrell and President Rudolph

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

DRAFT 04/03/25
ORDINANCE NO. 25-????
VOTE: Passed on a roll call vote.
AYES:
NAY:
ABSENT:
ABSTAIN:
DATE: April 14, 2025
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 **\$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 **\$1,100,381.15** 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 One Million One Hundred Thousand Three Hundred and Eighty-One and 15/100 Dollars (\$1,100,381.15) .

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 10,777 total registered voters within the Village per the Cook County Clerk's Office, Elections Division as of April 10, 2025; 10% of those registered voters / electors equals: 1,078) 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 Regular Meeting thereof, held on the 14th 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

DRAFT

Exhibit "A"

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 14, 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 March 17, 2026.** 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

Exhibit “B”

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 25-????, being the Ordinance entitled: 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).

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 14th day of April, 2025 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 April ___, 2025, up to and including May ___, 2025.

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)

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. 25-_____

**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).**

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 14th 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 14th day of April, 2025.

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

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.O.

To: Board of Trustees

From: Chris Breakey, Superintendent of Public Works

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

RE: [Previously discussed] Beary Landscaping Proposal - Seat Wall and Hardscape at Burlington Avenue and Grand Avenue (For Consideration Under Old Business)

Recommendation

The Village Board reviewed this item March 24, 2025 and recommends the approval of a proposal from Beary Landscaping to complete seat wall and hardscape improvements at Grand Avenue and Burlington Avenue in an amount not to exceed \$22,373.24.

Summary

In September 2024, the Village embarked on an aggressive multi-phase downtown project with contractor, H. Linden and Sons Sewer and Water, which included a new watermain, new water services and rehabilitation of the streetscapes along the south side of Burlington from Wolf Road to Grand Avenue. Included in the streetscapes were the installation of two new paved seating and dining areas and a raised crosswalk to enhance pedestrian and outdoor dining safety.

During construction, staff identified potential design changes that could improve the proposed pedestrian improvements at the southeast corner of Grand Avenue and Burlington Avenue in front of Oberweis Dairy. The resulting value engineering and redesign allowed for a more aesthetically pleasing and functional layout for pedestrian egress and use of the corner. This revision not only improves the overall user experience but also ensures long-term durability, flexibility and ease of maintenance.

The Village believes utilizing Beary Landscaping, the Village's contracted landscaper, will be the most efficient approach for completing the remaining seat wall construction. Staff recommends proceeding with Beary Landscaping to construct the revised seat wall. The seat wall construction line item would be removed from the current Burlington Avenue Streetscape and Water Main contract. Contractor, H. Linden and Sons Sewer and Water is aware of this proposed change, and do not have any objection to this proposal.

Staff has reviewed and is recommending approval of a proposal for the seat wall from Beary Landscaping which is not to exceed \$22,373.24.

Financial Impact

The seat wall proposal from Beary Landscaping is a not to exceed \$22,373.24. TIF Funds will be utilized for the work with the funds coming from Account 5201390-60011. The original seat wall design was included in the Burlington Avenue Streetscape and Water Main Project which was awarded in August 2024. The revised value engineered seat wall proposal is a substitute for the original design that was previously approved. The value engineering changes to the seat wall will result in approximately \$10,000 in cost savings to the Village. Staff will present a deductive change order to the Burlington Avenue Streetscape and Water Main Project at a future meeting for Board Approval.

Recommended Motion

I move to approve the proposal from Beary Landscaping to complete seat wall and hardscape improvements at Grand Avenue and Burlington Avenue in an amount not to exceed \$22,373.24.

Strategic Plan Alignment

Infrastructure and Central Business District Improvements

File Attachments

1. Resolution No. 25-__ Re_ Waiver of Competitive Bidding and Approval of Vendor Contract with Beary Landscaping for Hardscape and Seat Wall - BOT Appr.
2. Exhibit A to the Vendor Contract - Beary Proposal - 5494 - Oberweis Bench
3. Vendor Contract between the Village of Western Springs and Beary Landscaping Services, Inc. for Hardscaping and Seat Wall at Burlington Avenue and Gra

RESOLUTION NO. 25-_____
VOTE: Passed on an omnibus vote.
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: April 14, 2025.
OTHER: 2/3rds Majority Vote of Trustees
Required.

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS IN LIEU OF PURCHASE FROM AN AVAILABLE, EXPERIENCED AND QUALIFIED VENDOR, AND AUTHORIZING THE APPROVAL AND EXECUTION OF A VENDOR CONTRACT DATED APRIL 14, 2025 TO BE ENTERED INTO WITH BEARY LANDSCAPE SERVICES, INC. OF LOCKPORT, ILLINOIS FOR THE COMPLETION OF HARDSCAPE AND SEAT WALL IMPROVEMENTS AT GRAND AVENUE AND BURLINGTON AVENUE, AND AUTHORIZING THE EXPENDITURE OF DOWNTOWN SOUTH TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS IN AN AMOUNT NOT-TO-EXCEED \$22,373.24 TO PAY FOR THE WORK.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into a Vendor Contract for Goods, Supplies and Services (the "Contract") with Beary Landscape Services, Inc. of Lockport, Illinois (the "Vendor"), for the purpose of performing, providing, delivering, supplying and/or installing certain goods, supplies and services by the Vendor (the "Work") for the benefit of the Village consisting of the installation of a seat wall and hardscape improvements at the southeast corner of Grand Avenue and Burlington Avenue, as set forth in the Contract, which is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the Work is subject to the terms and conditions set forth in the Contract. The Village's approval of the Contract is for a one-time purchase and installation cost as set forth in the Vendor's Proposal No. 5494, attached as Exhibit "A" to the Contract and made a part hereof; and

WHEREAS, the Vendor desires to enter into the Contract and agrees to perform the Work set forth in the attached Contract in exchange for payment of \$22,373.24. The Vendor already performs landscaping services for the Village, and changes in the scope of the Grand Avenue and Burlington Avenue hardscaping project necessitate the approval of the Vendor as an available, experienced and qualified contractor due to their presence within the Village during normal business hours, adequate levels of staff and equipment, and the ability to timely complete the Work. If the Village requests additional services beyond the agreed upon scope of work described as the "Work" in the Contract, then those extra services shall be charged at the hourly rates or charges set forth in the schedule of rates and charges in the Contract or shall be mutually agreed to in writing by the Village and the Vendor and approved as an addendum to the Contract; and

WHEREAS, the Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, pursuant to Ordinance No. 15-2777, Ordinance No. 15-2778 and Ordinance No. 15-2779, adopted on January 26, 2015, the President and Board of Trustees of the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's "Downtown South Tax Increment Financing District" (the "TIF District"); and

WHEREAS, the President and Board of Trustees of the Village find that completion of the Work qualifies as eligible “redevelopment project costs,” as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), and therefore the Village may pay the Vendor to complete the Work using TIF District Funds; and

WHEREAS, at an open, public meeting held on March 18, 2025, the Finance Committee (the “Committee”) reviewed and discussed the terms of the Contract and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve the Contract; and

WHEREAS, at open public meetings held on March 24, 2025 and April 14, 2025, the President and Board of Trustees of the Village of Western Springs reviewed and discussed the Contract, the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At its April 14, 2025 meeting, the President and Board of Trustees accepted the Committee’s recommendation to approve and enter into the Contract; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and the TIF Act, and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Western Springs are authorized to approve the waiver of the local competitive bidding process and enter into the Contract, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Bid Waiver and Approval and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve the waiver of the competitive bidding process and approve and authorize the execution of the Contract, substantially in the form attached hereto as **Exhibit “1”** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and authorize and direct the Village President and Village Clerk of the Village of Western Springs, or their designees, to execute the final version of the Contract and such other documents as are necessary to fulfill the Village’s obligations under the Contract.

SECTION 3: Approval of Expenditure of TIF District Funds and Other Financial Obligations and Necessary Actions. The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds, including funds from the Downtown South TIF District as set forth herein, to pay for the Village’s financial obligations under the Contract in an amount not to exceed \$22,373.24, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs’ obligations under the attached Contract.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and the Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and a fully executed copy of the Contract to the Vendor for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 14th day of April, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "1"

**VENDOR CONTRACT
FOR GOODS, SUPPLIES AND SERVICES DATED APRIL 14, 2025
TO BE ENTERED INTO WITH BEARY LANDSCAPE SERVICES, INC. OF LOCKPORT, ILLINOIS
FOR THE COMPLETION OF HARDSCAPE AND SEAT WALL IMPROVEMENTS
AT GRAND AVENUE AND BURLINGTON AVENUE
IN AN AMOUNT NOT-TO-EXCEED \$22,373.24**

(attached)

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 Resolution now on file in my office, entitled:

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS
IN LIEU OF PURCHASE FROM AN AVAILABLE, EXPERIENCED AND QUALIFIED VENDOR, AND
AUTHORIZING THE APPROVAL AND EXECUTION OF A VENDOR CONTRACT DATED APRIL 14, 2025
TO BE ENTERED INTO WITH BEARY LANDSCAPE SERVICES, INC. OF LOCKPORT, ILLINOIS
FOR THE COMPLETION OF HARDSCAPE AND SEAT WALL IMPROVEMENTS
AT GRAND AVENUE AND BURLINGTON AVENUE, AND AUTHORIZING THE EXPENDITURE OF
DOWNTOWN SOUTH TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS
IN AN AMOUNT NOT-TO-EXCEED \$22,373.24 TO PAY FOR THE WORK**

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 14th day of April, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 14th day of April, 2025.

I further certify that the vote on the question of the passage of the said Resolution 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 Resolution, 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 14th day of April, 2025.

Edward Tymick, Village Clerk



Proposal #5494

Date:

Customer:

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

Property:

929 Burlington Ave
927 Burlington Ave
Western Springs, IL 60558

Mason Seatwall

Prevailing wage Hardscape

Items	Quantity	Unit
Mill Creek Castle Rock - Buechel Stone	3.00	ton
40x40x3" Limestone Buff Cap-RF	2.00	EA
36" x 21" x 2 1/4" Std. Buff Coping RF	5.00	EA
Mortar Spec Mix Type S	10.00	Bag

Items	Quantity	Unit
Total		\$22,373.24

Terms & Conditions

COMMERCIAL TERMS AND CONDITION

1. Payment Terms:

Completed work to be invoiced monthly. Terms: Net 30 days. Balance due 30 days from completion. In the event work cannot be completed due to weather, buyer will pay for completed portion only. There will be a service charge of 1.5% on the unpaid balance, due each month, until the balance is paid in full. All materials and articles furnished hereunder shall remain the property of Beary Landscaping, Inc., until all payments specified herein have been paid in full. If the buyer cancels the contract, a fee of up to 20% of the original contract amount may be assessed. Beary Landscaping, Inc., retains the right to access and enter the property to regain possession of such property without notice. In the event any legal or other action is taken to collect the amount due hereunder, buyer agrees to pay the seller any attorney fees, court costs, collection costs and all other expenses. All work must be paid in full for guarantee to be valid. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation by the buyer or agent from specifications involving extra costs will be performed and will become an extra charge over and above the contract. All agreements contingent upon strikes, accidents, or delays beyond our control. Buyer to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance. The contracted price is contingent upon the entire contract value being completed. If the Client wishes to lesser the contracted value once work has started, Beary Landscaping reserves all rights to adjust any or all prices. Once materials have been ordered after having received a client's signed contract, changes to such material selections will be subject to a 30% restocking fee. All sales are final on custom ordered materials. Once plant material is planted in the ground, it becomes the property of the Client and cannot be refunded. All change orders shall be signed by the client in writing or electronic doc.

2. Guarantee:

A) Plant material: Beary Landscaping, warrants replacement of all trees and shrubs for a period of one year following date of installation.

Individual plants will be replaced one time only. This warranty does not apply to annuals, roses, perennials, ground cover, ornamental grasses, buyers transplanted materials, any type of seed and sod, or any material not properly maintained or neglected by owner per Beary Landscaping. This guarantee does not apply to damage to material caused by animals, insects, fungus, vandalism, installation after December 1, snow plowing, salt burn, acts of God such as lightning, wind, or drought. This guarantee is voided if plants are not paid for within 30 days of invoiced date. All material is to be guaranteed as specified.

B) Hardscape: Beary Landscaping, Inc., guarantees its brick paving work against heaving and settling caused by Beary Landscaping, for a period of two years from date of installation. Seller shall not be liable for settling or cracking of any existing structures due to any excavation or brick paving process. Buyer acknowledges that lawn and landscape damage, in conjunction with and adjacent to the newly paved areas, is inevitable. Repairs of these areas are not covered by this contract unless specifically stated. Any repairs or revisions made to hardscape installations by any party other than Beary Landscaping voids this warranty. Beary does not assume responsibility for any of the following material defects, such as but not limited to, color fading, stone efflorescence, spalling of natural stone, hazing from poly-sand, and or general material defects. This guarantee is voided if but not limited to, movement or shifting of soils beneath the project, abusive use or lack of proper maintenance, subsurface settlement from other contractors, changes in underground water table, and salt damage.

3. Sub Grade Hidden Obstacles:

Seller hereby disclaims all liability for damages suffered to any underground buried objects such as septic tanks, sewers, cables, pipes, wires, underground sprinkler systems, landscape lighting, invisible dog fence, and other objects hidden underground, unless buyer shall first put seller on notice in writing that such items exist and the exact location thereof. Final grade is set by excavator / builder. Beary Landscaping is not responsible for any grading issues, including those noted by municipal inspection, outside of fine grading +/- 1". In the event that unforeseen materials or conditions are uncovered during construction such as tree stumps, boulders, concrete, unsuitable soils, additional refuse and labor charges will be charged to the client.

4. Miscellaneous:

Buyer shall secure any permit or license necessary for the performance of the work specified herein. Buyer hereby warrants that he/she is the owner of the property upon which the work is to be performed or is the authorized agent to have such work performed. Buyer grants Beary Landscaping permission to photograph and/or shoot video of site for promotional uses. Buyer holds seller harmless for damages suffered by buyer or any other persons (excluding employees of Beary Landscaping, Inc.) on the property of buyer as a result of all work performed by seller, other than damages resulting from an act or acts of negligence on the part of the Seller. This includes damages to, but is not limited to the items specified in this contract. Seller agrees to include Buyer and Buyer's Trust as additionally named insureds under Seller's commercial general liability policy, said policy to be primary and non-contributory with respect to the work performed by Seller. All agreements of the parties as of the date hereof are contained in this agreement, and the parties shall be bound both individually and collectively, by all the terms and provision contained herein. This proposal may be withdrawn if not accepted within 30 days. The Contract represents the entire and integrated agreement between the Client and Beary Landscaping and supersedes all prior negotiations, representations, or agreements, either written or oral.

Acceptance of Proposal – The prices, specifications, and conditions are satisfactory and are hereby accepted. I have read and received a copy of the Terms and Conditions. Beary Landscaping is authorized to do the work as specified.

Customer Signature: _____ Date: _____

**VENDOR CONTRACT FOR
GOODS, SUPPLIES AND SERVICES
(Contractor: Beary Landscape Services, Inc. of Lockport, Illinois)**

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and Beary Landscape Services, Inc. of Lockport, Illinois (the "Vendor"), and is dated as of April 14, 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 provide the goods and supplies and/or perform the services, collectively defined as "Work" 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/Agreement"), 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 undated (Proposal No. 5494 or Agreement), and a true and correct copy of said Proposal/Agreement 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" (Proposal No. 5494/Agreement) 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 Proposal No. 5494/Agreement 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 Proposal No. 5494/Agreement 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: **N/A**

- 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 the Work under this Contract only 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 (the "Completion Date").

- a. The Vendor shall diligently and continuously work on the Work until the completion of the Work or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the Village shall extend the Completion Date in equal proportion to the delay caused by the Village. In the event that the Vendor performs any Work and incurs any expenses in furtherance of the Project prior to receiving a written notice to proceed from the Village in regard to the Project or any phase of the Project, the Work are performed and the expenses are incurred at the Vendor's sole risk, and such Work and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Village. Those actual, documented Work performed prior to the issuance of the Village notice to proceed shall be paid by the Village as part of the "not to exceed" Fee provided by this Agreement.
- b. **Suspension of Work.** The Village, at any time and for any reason, may suspend work on any or all Work by issuing a written work suspension notice to the Vendor. The Vendor must stop the performance of all Work within the scope of the suspension notice until the Village directs the Vendor in writing to resume performance of the Work.
- c. **Phasing of Scope of Work.** The Vendor shall not commence performance of the Work on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Village Representative. In the event that the Village decides not to proceed with the Project or any subsequent phase of the Project for any reason, this Agreement shall terminate upon written notice to the Vendor issued by the Village advising of the termination of the Agreement. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work through the date of termination. The Vendor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of the Agreement by the Village based on the Village's decision not to proceed with the Project or any phase of the Scope of Work. The Vendor understands and agrees that funds for payment of each Phase of the Project and the Work related thereto

are subject to the availability of an annual or periodic appropriations for this purpose by the appropriate federal or State agencies as part of Project funding or the Village. In the event of non-receipt of funds marked for appropriation for this Project from the appropriate State agencies or nonappropriation of funds by the Village for the work and Work to be provided under this Agreement, the Village will either not authorize the Vendor to commence the next Phase of the Project or, if a Phase has been commenced, the Agreement shall be terminated, without termination charge or responsibility for or obligation to the Vendor or for damages or other liability beyond the payment of all actual, completed work and Work that conform to the approved plans through the date of termination. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this Agreement beyond the date of termination

- d. **Reporting; Delivery Date of Final Report.** The Vendor shall regularly, and no less than bi-weekly, provide both written and verbal reports to the Village Manager to the Village and to any other Village staff or officials upon request regarding the progress of the Work. The Village Manager can require more frequent reporting by the Vendor at any time. Upon final completion of the Work, the Vendor shall deliver a final written report addressed to the Village and with copies delivered to the Village Manager that confirms the completion of the Work (the "Final Report"). The Final Report shall be completed and delivered to the Village on or before the Completion Date.
- e. **Electronic Reporting.** In addition to providing the Village with paper copies of all reports, data or results and the Final Report, the Vendor (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Work to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.
- f. **Final Acceptance.** The Work, or, if the Work are to be performed in separate phases, each phase of the Work, shall be considered complete on the date of final written acceptance by the Village Manager of the Work or each phase of the Work, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

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: _____, 2025.

ATTEST:

By: _____
Name: _____
Village Clerk

Date: _____, 2025.

VENDOR: _____

By: _____
Name: _____
Authorized Corporate Officer

Date: _____, 2025.

NOTARY PUBLIC

By: _____

Date: _____, 2025.

SEAL / STAMP

Exhibit "A"

Vendor's Proposal No. 5494

(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 and its performance of the Contract.
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, Venue and Governing Law.** 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. The Vendor and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

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

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

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

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other fail to perform its obligations hereunder. The

written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in **Exhibit "A"** shall be valid or enforceable.

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

If to Village:

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

If to Vendor:

President/Authorized Corporate Officer
Current Business Address

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 _____, **President or Authorized Corporate Officer of Beary Landscape Services, Inc.**, 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 ____ day of _____, 202__.

Commission expires _____, ____.

Notary Public



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 9.P.

To: Board of Trustees

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

The Public Works and Water Committee reviewed this item at their meeting on 4/8/2025 and recommended approval of Amendment #1 to the Woodland Avenue Design Engineering Professional Services Agreement with HR Green in an amount not to exceed \$29,000.

Summary

In 2023, the Village contracted with engineering consultant HR Green to complete Phase II (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.

The construction of this project was identified as a critical project in 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 originally anticipated. To bring the design from 90% to 100% and prepare bidding documents, the amended contract is necessary.

The Amendment #1 proposal from HR Green is included in the agenda packet. To fund the proposed contract amendment, a budget amendment would be needed. The Finance Committee reviewed this item at their meeting on 4/7/2025 and recommended approval of the necessary budget amendment.

Financial Impact

Account	4102375-50331
Fund	Roadway - Design Engineering

2025 Budget \$10,000
Amendment #1 fee: \$29,000

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 \$29,000.

Strategic Plan Alignment

This project aligns with the infrastructure improvements goal of the Village's Strategic Plan

File Attachments

1. Amendment#1-WoodlandDesign_2025-Infrastructure-Improvements



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this _____ day of April 2025 by and between, VILLAGE OF WESTERN SPRINGS the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Village of Western Springs - Woodland Ave Reconstruction Project

hereby amends the original Professional Services Agreement dated March 20, 2023 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

- 1. Woodland Ave Reconstruction Project was put on hold by CLIENT in November 2023. The following tasks are required to update the project design, plans, specifications, Estimate of Probable Construction Costs (EOPCC), Estimate of Time (EOT) and bid/construction documents in preparation for 2025 bidding and construction.**
 - COMPANY shall review televising report, to be provided by CLIENT, of Sanitary Sewer system within project limits; assess pipe and structure conditions; and add the proposed rehabilitation and reconstruction needed to properly repair the system into the plan sheets, profiles, and specifications. Related quantities and pay items shall be updated accordingly along with the Estimate of Probable Construction Costs (EOPCC), Estimate of Time (EOT) and schedule of pricing.
 - It is anticipated that the project will be bid in Summer of 2025 and therefore construction activities will span from the Fall of 2025 into Spring of 2026. COMPANY shall revise plans and specifications, specifically the maintenance of traffic related items, to provide for construction of underground utilities within the Fall 2025, then allow for winter shutdown, and finally construction restart and completion of paving and restoration in the Spring/Summer of 2026.
 - COMPANY shall re-engage coordination efforts with utility companies that have utilities located within the project improvement limits. These include Nicor, ComEd, and various telecommunications providers. Sanitary Sewer review TV of system, add any areas for reconstruction, and include areas for rehabilitation (lining) in PNP sheets, quantities, specifications, and schedule of pricing.
 - COMPANY shall provide required revisions to current IEPA Water Construction Permit package, facilitate proper signatures and submit to IEPA for approval.
 - COMPANY shall update standard details, specifications, and check sheets within the bid/construction documents as necessary.
 - COMPANY shall revise IEPA- NPDES permit documents and submit Notice of Intent via current IEPA permit portal
 - COMPANY shall prepare and submit permit with applicable exhibits to MWRD.
 - COMPANY shall provide additional services current field reviews, and related coordination with CLIENT, Utilities, and Permitting agencies as previously noted.

Anticipated Total Additional Design & Bidding Services

- Design effort = 160.00 hours
- Design Sub-total for labor & direct costs = \$29,000.00
(Time and Material Not To Exceed)

CLIENT Project Number: Resolution # 23-2721

COMPANY Project Number: 2202582

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows: N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

☒ Per current rate schedule with a maximum fee to be increased by twenty-nine thousand & 00/100 Dollars (\$29,000.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is one hundred thirty thousand two hundred twenty-five and 00/100 Dollars (\$ 130,225.00), increased from Original Agreement amount of \$101,225.00

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

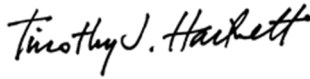
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Timothy J. Hartnett

Title: President - Municipal Services Date: 04/10/2025

Village of Western Springs

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 10.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Public Works and Recreation Building Fence Replacement Bid Recommendation

Recommendation

The Properties & Recreation Committee met on April 8, 2025 and recommended to approve the award for the Public Works and Recreation Fence Replacement Project, alternate 1, to the lowest bidder, Classic Fence, Inc, for an amount not to exceed \$52,334.00.

Summary

On February 27, the Village issued a Request for Bids (RFB) for the replacement of the shared fence between Public Works and the Recreation Center Building. An optional pre-bid meeting was held on March 11, 2025 for any interested bidders to ask questions or obtain clarification on the bid documents. On March 24, 2025, the Village received a total of six (6) bids. The bid results are attached to this report.

As part of the schedule of bid prices, staff requested both a base bid for the installation of an 8' cedar fence, as well as a bid for an alternate; an 8' vinyl fence. Staff requested both as typically the cedar material is lower in cost, however the vinyl fence is more durable and easier to maintain. An example with these fence types can be seen at Village Hall where we currently have both fencing materials installed on the south and north sides of the police parking lot, respectively. Both fences were installed approximately 10 years ago and since their installation, the cedar fence has had to undergo repairs while the vinyl fence has remained in good condition and intact.

The lowest bid option, for both the base bid and alternate was Classic Fence Inc. Staff completed a reference check and Classic Fence Inc received exceptional reviews. Staff recommends Classic Fence Inc. to perform this work. The Village anticipated this project to meet the allocated budget. All bids came in under budget therefore staff recommends moving forward with Alternate 1 for the vinyl fencing.

Financial Impact

This project will be funded cross-departmentally.

Account 4104310 2010
Fund Capital - Land Improvements
2025 Budget \$50,000
Project Cost As required

Account 6603210 60015
Fund Recreation Fund
2025 Budget \$50,000
Project Cost As required

Recommended Motion

I move to approve the award of a contract to the lowest bidder, Classic Fence Inc, in an amount not to exceed of \$52,334.00 for the 2025 Public Works and Recreation Fence Replacement.

Strategic Plan Alignment

- Infrastructure Improvements

File Attachments

1. 2025 PW&Rec Fence Replacement Bid Tab
2. Classic Fence Inc

2025 PW/Rec Fence Replacement Bid Tab		
Location	Fence Replacement	Alternate #1: Vinyl Fence
Classic Fence Inc	\$ 41,892.00	\$ 52,334.00
Dale Inc.	\$ 43,733.00	\$ 73,410.00
Futurity 19, Inc	\$ 54,000.00	\$ 79,200.00
Peerless Enterprises, LLC	\$ 58,671.00	\$ 94,563.00
Oak Tree Fence Solutions, Inc	\$ 55,950.00	\$ 92,975.60
National Sports Net, LLC	\$ 70,335.00	\$ 95,310.00

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.

BASE BID

Location	Total
Fence Replacement	\$41,892

Alternate Bids

Alternate	Total Bid
Alternate #1: Vinyl Fence	\$52,334

*All bids, including alternates, should include all costs (i.e. labor, removal, and material costs)

Name of Bidder: Classic Fence Inc
Address: 5238 Baseline Rd
Telephone No. 630-551-3400 Fax No. _____
Signature: Daniel Ruiz
Name and Title: (Please Print) Daniel Ruiz Project Manager
Date: 3-24-25

execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

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

3-24-25
Date

Classic Fence Inc
Proposed Contractor (Bidder)


Witness

References

Name of Organization: Joliet Park District
Year of Contract: 2024
Contact Name: John Ekstrom
Telephone No: 815-922-0587
Email Address: _____

Name of Organization: Brookfield Zoo
Year of Contract: 2024
Contact Name: David Benhart
Telephone No: 708-353-4063
Email Address: _____

Name of Organization: Village of Libertyville
Year of Contract: 2024
Contact Name: David Thornborough
Telephone No: 847-344-1594
Email Address: _____

Name of Organization: Roselle Park District
Year of Contract: 2024
Contact Name: Nick Leone
Telephone No: 630-857-0150
Email Address: _____

Name of Organization: Naperville Park District

Year of Contract: 2024

Contact Name: Allen Barajas

Telephone No: 630-673-2615

Email Address: _____

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.

Classic Fence Inc
Contractor
Date: 3-29-25

Attest 

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

Classic Fence Inc 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.

Classic Fence Inc
Contractor

DATED: 3-24-25

ATTEST:

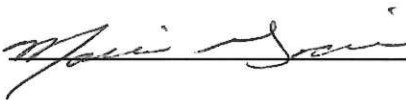


Exhibit B

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

I, Daniel Ruiz, having being first

duly sworn, depose and state that I am the

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

and the authorized agent of Classic Fence 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 2023 Public works Fence Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' 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.

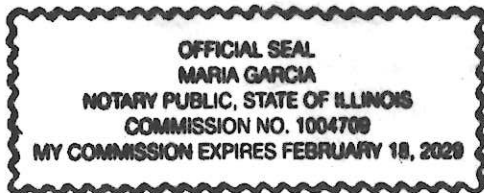
8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act 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: Daniel Ruiz
Name: Daniel Ruiz
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 24 Day
Of March, 2025.

Maria Garcia
Notary Public

Notary Public





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 10.B.

To: Board of Trustees

From: Lou Hansen

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, Chris Breakey, Superintendent of Public Works

RE: Declaration of Surplus Property - Vehicles

Recommendation

Approve an ordinance authorizing the disposal of surplus property owned by the Village of Western Springs (vehicles and related equipment)

Summary

Public Works staff continually evaluates Village-owned fleet using the guidelines delineated in the 2018 Fleet Management Policy and through a thorough vetting process during the budget process. The vehicles listed below are recommended for disposal using the public auction site Public Surplus.

1. **2010 Lexus (Squad 340)** with 155,701 miles. This vehicle has far exceeded its intended useful life and repairs are exceeding the initial cost. VIN#2T2BK1BA0AC056358
2. **2011 Ford Taurus SEL** with 135,100 miles. This vehicle was originally purchased for the Village Manager in 2011 and was repurposed to the Community Development department in 2014. In 2018, it was repurposed into a pool vehicle. This vehicle currently has a broken water pump and has exceeded its intended useful life. VIN#1FAHP2EW6BG166949
3. **2012 Chevrolet Tahoe (Squad 337)** with 90,898 miles and has exceeded its intended useful life. VIN#1GNSK2E06CR299475
4. **2015 Ford Taurus** with 80,573 miles and has exceeded its intended useful life. VIN1FAHP2E86FG133120
5. **2017 Ford Explorer (Squad 336)** with 116,488 miles and has exceeded its intended useful life. VIN#1FM5K8AR1HGD06165

Financial Impact

Additional revenue from the sale of vehicles - amount TBD

Recommended Motion

I move to approve an ordinance authorizing the disposal of surplus property owned by the Village of Western Springs (vehicles and related equipment) including;

- **2010 Lexus (Squad 340)**
- **2011 Ford Taurus SEL**
- **2012 Chevrolet Tahoe**
- **2015 Ford Taurus (Squad 337)**
- **2017 Ford Explorer (Squad 336)**

Strategic Plan Alignment

None.

File Attachments

1. Surplus - Lexus Squad 340
2. Surplus - '11 and '15 Taurus
3. Surplus - 2012 Tahoe
4. Surplus - Explorer

Asset Detail

Date Printed: 04/03/2025



Name: Police - Squad 340	Parent Asset:
Asset #: 10-0340	Serial #: 2T2BK1BA0AC056358
Make: Lexus	Model: RX 350
Barcode:	RFID:
Purchase Price:	Purchase Date: 01/01/2010
Purchase Invoice #:	Expected Life: 7
Replacement Cost \$:	Salvage Value:
Last Checked Out Date:	Toolcrib: No
Warranty Title:	Warranty Expiration Date:
Warranty Vendor:	Site: Fleet
Criticality: Minor	Supplier:
Cost Center:	Current Condition: Poor
Asset Status: Surplus Planned	Location: Village Hall
Category: Vehicle-SUV	Total WO Cost: 0.00
Condition Date: 08/21/2024	Total WO Labor Hrs: 0.50
Est. Replace Date: 11/01/2024	Total Downtime: 0.00
Assessment Note:	

02/10/25:Scheduled to replaced by 18-0001 (Ford Escape) once Village Manager has established vehicle stipend in 2025.

11/04/24: To be replaced by vehicle 19-0334 and declared as surplus

Note: Vehicle was aquired due to seizure.



Custom Fields

Fuel Type	Unleaded
Purchase Type	Purchase

Purchase Priority

Category Custom Fields

Location Custom Fields

Document/Image

Name	Type	Size (KB)
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Asset Detail

Date Printed: 04/03/2025



2012 LEXUS RX 350
2T2BK1BA0AC056358.pdf

Document

854

Assigned To

None.

Emergency

None.

Meter Titles

Name	Meter Type	Min Threshold	Max Threshold	Enable "Average"	Enable "Total"	Description
Odometer	Mileage			No	No	Odometer Reading for vehciles
Running Hours	Hours Run			No	No	Running hours for engines

Parts

None.

Safety Programs

None.

Associate Assets

Asset #	Name	Location	Police - Squad 340	Serial #	Make	Model	Barcode
19-334	Police - Squad 334		Police - Squad 340	1FAHP2MK5K G107907	Ford	Taurus L	

Asset Detail

Date Printed: 04/03/2025



Page 1 of 4

Name: Community Development - Inspections 19	Parent Asset:
Asset #: 11-0019	Serial #: 1FAHP2EW6BG166949
Make: Ford	Model: Taurus SEL
Barcode:	RFID:
Purchase Price:	Purchase Date: 01/01/2011
Purchase Invoice #:	Expected Life: 5
Replacement Cost \$:	Salvage Value:
Last Checked Out Date:	Toolcrib: No
Warranty Title:	Warranty Expiration Date:
Warranty Vendor:	Site: Fleet
Criticality: Minor	Supplier:
Cost Center:	Current Condition: Poor
Asset Status: Surplus Planned	Location: Village Hall
Category: Vehicle-Car	Total WO Cost: 0.00
Condition Date: 08/21/2024	Total WO Labor Hrs: 0.00
Est. Replace Date: 10/01/2024	Total Downtime: 0.00
Assessment Note: Originally purchased for the Village Manager in 2011. Repurposed to the Director of Community Development in 2014. Repurposed as PW pool car in 2018. Currently operating as Community Development Inspections vehicle. Vehicle is scheduled to be replaced by 12-1781. Awaiting new decals	

Discuss possibly rolling down VM or MS Director vehicle to this position.

Note: Originally purchased for the Village Manager in 2011. Repurposed to the Director of Community Development in 2014. Repurposed as PW pool car in 2018. Currently operating as Community Development Inspections vehicle.

Photo:



Custom Fields

Fuel Type Unleaded

Purchase Type Purchase

Purchase Priority

Asset Detail

Date Printed: 04/03/2025



Page 2 of 4

Category Custom Fields

Location Custom Fields

Document/Image

None.

Assigned To

None.

Emergency

None.

Meter Titles

Name	Meter Type	Min Threshold	Max Threshold	Enable "Average"	Enable "Total"	Description
Odometer	Mileage			No	No	Odometer Reading for vehicles
Running Hours	Hours Run			No	No	Running hours for engines

Parts

None.

Safety Programs

None.

Associate Assets

Asset #	Name	Location	Community Development - Inspections 19	Serial #	Make	Model	Barcode
12-1781	CD Inspector 1781	Fire Station #1	Community Development - Inspections 19	1GNSK2E03C R295786	Chevrolet	Tahoe	

Asset Detail

Date Printed: 04/03/2025



Page 3 of 4

Name: Engineering - Pool Car	Parent Asset:
Asset #: 15-0019	Serial #: 1FAHP2E86FG133120
Make: Ford	Model: Taurus
Barcode:	RFID:
Purchase Price: 31667.00	Purchase Date: 01/01/2015
Purchase Invoice #:	Expected Life: 5
Replacement Cost \$:	Salvage Value:
Last Checked Out Date:	Toolcrib: No
Warranty Title:	Warranty Expiration Date:
Warranty Vendor:	Site: Fleet
Criticality:	Supplier:
Cost Center:	Current Condition: Poor
Asset Status: Surplus Planned	Location: Fire Station #1
Category: Vehicle-Car	Total WO Cost: 0.00
Condition Date: 08/21/2024	Total WO Labor Hrs: 0.00
Est. Replace Date: 01/01/2025	Total Downtime: 0.00
Assessment Note: 02/10/25: Will be replaced by Squad 334 (19-334) and this vehicle will be declared surplus in early 2025.	

11/04/24: Vehicle is over 10-years old. Currently is leaking coolant and needs to be replaced. Need to discuss roll-in vehicle for this spot. A new purchase or reassignment is not currently identified. Recommended if roll down is in order to be VM or MS Director Vehicle.

Note: Purchased for Village Manager in 2015. Repurposed for Community Development Director in 2018.

Photo:



Custom Fields

Fuel Type Unleaded

Purchase Type Purchase

Purchase Priority

Category Custom Fields

Location Custom Fields

Asset Detail

Date Printed: 04/03/2025



Page 4 of 4

Document/Image

None.

Assigned To

	Name	User #	Job Title	Phone #1	Email	Company Name
1	Inga Cebelis		Staff Engineer			
2	Jeffery Koza					

Emergency

None.

Meter Titles

Name	Meter Type	Min Threshold	Max Threshold	Enable "Average"	Enable "Total"	Description
Odometer	Mileage			No	No	Odometer Reading for vehciles
Running Hours	Hours Run			No	No	Running hours for engines

Parts

None.

Safety Programs

None.

Associate Assets

None.

Asset Detail

Date Printed: 04/03/2025



Name: Police - Community Service 337	Parent Asset: Police - Community Service 337 EV
Asset #: 12-0337	Serial #: 1GNSK2E06CR299475
Make: Chevrolet	Model: Tahoe
Barcode:	RFID:
Purchase Price:	Purchase Date: 01/01/2012
Purchase Invoice #:	Expected Life: 4
Replacement Cost \$:	Salvage Value:
Last Checked Out Date:	Toolcrib: No
Warranty Title:	Warranty Expiration Date:
Warranty Vendor:	Site: Fleet
Criticality:	Supplier:
Cost Center:	Current Condition: Fair
Asset Status: Surplus Planned	Location: Village Hall
Category: Vehicle-SUV	Total WO Cost: 0.00
Condition Date:	Total WO Labor Hrs: 0.00
Est. Replace Date:	Total Downtime: 0.00
Assessment Note:	
Note:	
Photo:	

Custom Fields

Fuel Type	Unleaded
Purchase Type	Purchase

Purchase Priority

Category Custom Fields

Location Custom Fields

Document/Image

Name	Type	Size (KB)
2012 CHEVROLET TAHOE 1GNSK2E06CR299475.pdf	Document	846

Assigned To

None.

Emergency

None.

Meter Titles

Name	Meter Type	Min Threshold	Max Threshold	Enable "Average"	Enable "Total"	Description
Odometer	Mileage			No	No	Odometer Reading for vehicles
Running Hours	Hours Run			No	No	Running hours for engines

Parts

Asset Detail

Date Printed: 04/03/2025



Page 2 of 2

None.

Safety Programs

None.

Associate Assets

Asset #	Name	Location	Serial #	Make	Model	Barcode
25-0037	Police - Community Service 337 EV	Village Hall	1GNSK2E06C R299475	Chevrolet	Blazer	

Asset Detail

Date Printed: 04/03/2025



Page 1 of 2

Name: Police - Squad 336

Asset #: 25-0336

Make: Ford

Barcode:

Purchase Price: 45000.00

Purchase Invoice #:

Replacement Cost \$: 45000.00

Last Checked Out Date:

Warranty Title:

Warranty Vendor:

Criticality: Important

Cost Center:

Asset Status: Proposed

Category:

Condition Date:

Est. Replace Date:

Assessment Note:

Note:

Photo:

Parent Asset:

Serial #:

Model: Explorer

RFID:

Purchase Date: 01/01/2025

Expected Life: 4

Salvage Value:

Toolcrib: No

Warranty Expiration Date:

Site: Fleet

Supplier:

Current Condition:

Location: Village Hall

Total WO Cost: 0.00

Total WO Labor Hrs: 0.00

Total Downtime: 0.00

Custom Fields

Fuel Type

Purchase Type Purchase

Purchase Priority 2.00

Category Custom Fields

Location Custom Fields

Document/Image

None.

Assigned To

None.

Emergency

None.

Meter Titles

None.

Parts

None.

Safety Programs

None.

Associate Assets

Asset Detail

Date Printed: 04/03/2025



Page 2 of 2

Asset #	Name	Location	Police - Squad 336	Serial #	Make	Model	Barcode
17-0336	Police - Squad 336	Village Hall	Police - Squad 336	1FM5K8AR1H GD06165	Ford	Explorer	



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 10.C.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Change Order No.1 to the contract with NPN Flooring Installation for the Grand Avenue Community Center Flooring Replacement

Recommendation

The Properties & Recreation Committee met on April 8, 2025 and recommended approving Change Order No.1 to the contract with NPN Flooring Installation for the Grand Avenue Community Center Flooring Replacement Project, increasing the total award price to \$56,603.85.

Summary

On February 24, the Village Board approved the award of a contract for the 2025 Grand Avenue Community Center Flooring Replacement Project to NPN Flooring Installation for a total of \$44,105.49 and authorized a not to exceed amount of \$50,000 (Resolution 25-2888).

After the official awarding, and prior to the commencement of the contract, NPN Flooring Installation made a recommendation to Village staff to upgrade the requested vinyl cove bases to rubber cover bases as the rubber cove bases are more durable, especially around children, and offer a longer useful life.

The project officially began on Saturday, March 29 and will be completed by Friday, April 4. As the project progressed, NPN Flooring Installation alerted staff to the discovery of additional layers of tile in some of the classrooms that required removal. Due to a need to complete the work in a timely manner, staff advised the contractors to continue moving forward with the flooring replacement to ensure that the project was completed before the end of the spring break, when children would need to be back in the classrooms.

The additional scope of work brings the total cost of the project to \$56,603.85 requiring a change order to be approved by the Village Board of Trustees. This item was reviewed by the Properties and Recreation Committee on April 8, 2025 and recommended for approval.

Financial Impact

Financial Impact - Increased cost from \$44,105.49 to \$56,603.85

Account 6605210-60015
Fund Recreation Fund
2025 Budget \$45,000.00
Project Cost \$56,603.85

Recommended Motion

I move to approve Change Order No.1 to the contract with NPN Flooring Installations for the Grand Avenue Community Center Flooring Replacement Project, increasing the total award price to \$56,603.85.

Strategic Plan Alignment

File Attachments

1. Ordinance No. 25-____ re Approving and Authorizing Change Order to Contract with NPN Flooring for GACC Flooring Replacement - BO
2. CHANGE ORDER - GACC CHANGE ORDER

DRAFT 4.10.2025
ORDINANCE NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: April 14, 2025.

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF CHANGE ORDER NO. 1 TO
THE CONTRACT ENTERED INTO WITH NPN
FLOORING OF BROOKFIELD, ILLINOIS FOR THE
GACC FLOORING REPLACEMENT PROJECT,
INCREASING THE CONTRACT PRICE FROM
\$44,105.79 TO \$56,603.85.

WHEREAS, with the passage of Resolution No. 25-2888 dated February 24, 2025, the President and Board of Trustees of the Village of Western Springs (the "Village") approved a contract with NPN Flooring of Brookfield, Illinois (the "Contractor") for the replacement of portions of flooring at the Premier Early Childhood Education Partners located in the Grand Avenue Community Center (GACC) by using Village capital funds not to exceed \$44,105.79 (the "Project"); and

WHEREAS, an increase in the budgeted amount is necessary due to the upgrading of the cove base from vinyl to rubber, installation of quarter-round around the cabinets, and the application of sealer and floor embossing for floor leveling; and

WHEREAS, whenever a contract price increases by \$10,000.00 or more, a change order must be approved by the Corporate Authorities of the Village. To complete this Project, the Corporate Authorities of the Village are required to approve a change order to increase the Contract Price for this Project ("Change Order No. 1"). A copy of Change Order No. 1 is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, at an open, public meeting held on April 8, 2025, the Properties and Recreation Committee (the "Committee") reviewed the terms of attached Change Order No. 1 and received input from Village staff and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve Change Order No. 1; and

WHEREAS, at an open, public meeting held on April 14, 2025, the Village Board reviewed the terms of the attached Change Order No. 1 and the Committee's recommendation, received input from the Village staff and provided an opportunity for input from the public on the matter, and then, at its April 14, 2025 meeting, the Village Board accepted the Committee's recommendation to approve Change Order No. 1; and

WHEREAS, based on the recommendations of Village staff, the Corporate Authorities of the Village make the following findings and determinations in accordance with 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) regarding changes to the Project Contract:

1. Change Order No. 1 (or a series of change orders) **does** increase the Project Contract Price by Ten Thousand and 00/100 Dollars (\$10,000.00) or more.
2. Change Order No. 1 does not increase the Project Completion Date by thirty (30) days or more.
3. Change Order No. 1 (or a series of change orders): (a) is made necessary by circumstances not

foreseeable at the time the Project Contract was signed; (b) is germane to the Project Contract as originally signed; and (c) is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of Change Order No. 1 (or a series of change orders) does not increase the original Project Contract Price by 50% or more, and thus the Village is not obligated to re-bid the additional work proposed under Change Order No. 1.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Section 2: Approval and Execution of Change Order No. 1. The Corporate Authorities of the Village of Western Springs authorize the approval and execution of the attached Change Order No. 1 (**Exhibit "A"**) in the amount of \$12,498.06, which increases the total not-to-exceed contract price to \$56,603.85, and direct the Village President and Village Clerk, or their designees, to execute Change Order No. 1 and any other necessary documents to implement Change Order No. 1.

Section 3: Approval and Authorization of Financial Expenditures and Other Documents. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of Village Recreation funds or funds from other legal Village sources to pay the Contractor to complete the Project in accordance with Change Order No. 1, and also authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under Change Order No. 1. The Corporate Authorities of the Village authorize and direct the Village President, the Village Clerk, the Village Treasurer and the Village Engineer, or their designees, to execute, process and deliver such instruments necessary to comply with the authorization and direction set forth in this Ordinance.

Section 4: Delivery of Signed Documents. After approval and execution of this Ordinance and Change Order No. 1 by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Ordinance and executed versions of the attached Change Order No. 1 to the Clerk's office and Contractor for record retention purposes.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided 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 14th day of April, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of April, 2025.

Edward Tymick, Village Clerk

Exhibit "A"

**Change Order No. 1 to Contract by and between
the Village of Western Springs and NPN Flooring of Brookfield, Illinois
for the 2025 GACC Flooring Replacement Project**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, the Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

ORDINANCE NO. 25-_____

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF CHANGE ORDER NO. 1 TO THE CONTRACT ENTERED INTO WITH
NPN FLOORING OF BROOKFIELD, ILLINOIS FOR THE GACC FLOORING REPLACEMENT PROJECT,
INCREASING THE CONTRACT PRICE FROM \$44,105.79 TO \$56,603.85**

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 14th 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 14th day of April, 2025.

I further certify that the vote on the question of the passage of the said Resolution 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 Resolution, 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

CHANGE ORDER NO. 1:

Grand Avenue Community Center (GACC) Flooring Replacement Contract

Owner: Village of Western Springs
Engineer:
Contractor: NPN Flooring Installation
Project: GACC Flooring Replacement
Contract Name: GACC Flooring
Replacement
Date Issued: 02/24/2025

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

Description: Increase in Contract Price

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:	
\$ 44,105.79		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]:	
\$ N/A		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 44,105.79		Substantial Completion:	
		Ready for final payment:	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 12,498.36		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 56,603.85		Substantial Completion:	
		Ready for final payment:	

Recommended by Staff (if required)

By: Diana Puga
Title: Municipal Services Coordinator
Date: 04/09/2025

Accepted by Contractor

By:
Title:
Date:

Approved by Funding Agency (if applicable)



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 14, 2025

AGENDA ITEM 10.D.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: ROW Sale - 5150 Woodland Avenue

Recommendation

The Properties & Recreation Committee met on April 8, 2025 and recommended advance for review and discussion of the sale of right of way located at 5150 Woodland Avenue.

Summary

John Griffin has submitted a request to purchase approximately forty-six feet (46'x187') of the remaining right of way (ROW) located at 5150 Woodland Avenue. Village staff are currently assessing the proposed ROW sale request. Staff will determine if any encumbrances exist on the proposed sale site, if there are any shared driveway impacts and if there are any additional issues for discussion. Further discussion on the item is anticipated to be brought to the Village Board.

Mr. Griffin has provided the Village with his official letter of request to purchase and a deposit check of \$18,494.30.

Financial Impact

Possible sale of property with revenue impact.

Recommended Motion

This item is for discussion only at this time.

Strategic Plan Alignment

None.

File Attachments

None