



AGENDA

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: June 10, 2025 at 5:45 PM

Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Public Works and Water Minutes 5-6-2025

C. Public Comment

D. New Business

1. Ordinance Amending Title 8 (Public Ways and Property)
2. Phase I & II Engineering Proposal from Baxter & Woodman for Spring Rock Park Combined Sewer Lining
3. LSLR Phase 1 - CY24-25 - Amendment #1 to Construction Engineering Agreement
4. Preliminary Engineering and Project Scoping Services Proposal from V3 Companies for 2025 Referendum Projects
5. Change Order #1 for Burlington Avenue Water Main and Streetscape Improvements
6. Contract with Custom Filtration Solutions LLC

E. Other Business

1. Water System Update

F. Schedule Next Committee Meeting

G. Adjournment

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

Public Works and Water Committee Meeting
Tuesday, May 6, 2025
Village Hall 740 Hillgrove Ave
Western Springs IL 60558

Call to Order

5:00 P.M.

Chair Alan Fink, Chairman-Trustee Presiding

Committee Members Present:

Amy Avakian, Trustee

Heidi Rudolph, Village President

Staff Present:

Ellen Baer, Village Manager

Matthew Supert, MS Director

Jeff Koza, Director of Engineering Services

Inga Cebelis, Staff Engineer

Ron Derengowski, Water Plant Superintendent

Christopher Breakey, Public Works Superintendent

Diana Puga, Municipal Services Coordinator

Jenny Pesek, MS Administrative Assistant

Roll Call

As noted above.

Approval of Minutes:

Chair Fink motioned to approve the April 8, 2025, Public Works and Water Committee meeting minutes seconded by Trustee, Amy Avakian. Motion passed unanimously on a voice vote.

Summary of Discussion.

Lead Service Line Replacement Cost Share Reimbursement Policy and Permit Program

Ron Derengowski presented the program to the Committee. He reported the Village has identified a 15-year replacement schedule to replace 45 lead lines annually with the assistance of an IEPA low interest loan. The Village approved \$50,000 in the 2025 budget and allow residents on a first-come, first-served basis for a cost share. Chair Fink recommended bringing before the Board for approval, seconded by Trustee Avakian. All in favor aye.

Proposal from Robinson Engineering for Professional Engineering Services for Construction Oversight and Management of the 2025 Sanitary Sewer Point Repairs

Christopher Breakey, PW Superintendent reported the Village budgeted \$33,000 for construction oversight and management for this project and the proposal from Robinson Engineering to not exceed \$36,750.00. Chair Fink motioned and was seconded by Trustee Avakian bring the proposal before the Village Board for consideration.

Preliminary Bid Award for the 2025 Sanitary Sewer Point Repairs Report Only

Christopher Breakey PW Superintendent reported bids will be opened on May 7, 2025. Staff anticipate a preliminary recommendation for the May 12th Board Meeting. This project includes the reparation of sanitary sewer main at 10 locations within the Springdale and Ridgewood subdivisions. No action taken at this time at this meeting. No motion made.

Authorization to use Motor Fuel Tax Funds for the 2025 Asphalt Street Resurfacing and Skip Patching Program: 2025 Asphalt Street Resurfacing and Skip-Patching Program-Murphy Construction Services Contract Award Recommendation

Engineering Director Koza reported that the lowest bidder was Muphy Construction Services in an amount not to exceed \$512,875.22. Project plans and specifications were prepared by Christopher B. Burke Engineering. Seven bids were received on April 8, 2025. Upon review of the bid tabulation and consultation with the Village Attorney, it was determined that the Village can accept the corrected bid bond. Chair Fink recommended approval of the contract to Murphy Construction Services and to bring before the Village Board, seconded by Trustee Avakian, all in favor aye.

Director Koza presented the resurfacing of 45th Street from Wolf Rd to Gilbert project. The project includes Village wide asphalt surface patching (skip patching). The total project funding has been allocated from the Village's Mort Fuel Tax (MFT) fund. He stated the Village Board must pass a resolution authorizing the use of the MFT funds for this project. Chair Fink recommended approving the MFT resolution to use for MFT funds for the 2025 Asphalt and Skip Patching Program and bring before the Village Board, seconded by Trustee Avakian, all in favor aye.

Other Business

Touch a Truck Report Only

Diana Puga, Municipal Services Coordinator reported that the Touch a Truck event will be held at Tower Green on May 17, 2025, 9am-noon. Village of Willow Springs and Village of Darien confirmed they will be attending.

Water Treatment Plant Open House

Ron Derengowski reported that the Water Treatment Plant Open House will be hosted on Wednesday, May 7, 2025. He welcomes all Village employees, members of the Village Board, and the Community. He stated this a family- friendly event to celebrate National Drinking Water Week. Staff tours between 5-6:00pm.

Public Works Update

Chris Breakey, PW Superintendent reported they replaced multiple water valves at various locations within the Village. Public Works seasonal help started and one more staff member for seasonal work from LTHS, who will start and work with the Village Forester.

Water Systems Update

Ron Derengowski reported that on May 1, 2025, the engineers from HR Green will begin the surveys for 47 properties that have been selected for Phase II (CY25-26) Lead Service Line Replacement Program. Our Village arborist will determine the best location for the new shut off considering tree preservation

Superintendent Derengowski reported that hydrant flushing has been completed for the year, and the program was successful with good flow readings from the fire department.

Carollo Engineering will be doing their assessment, evaluation and inventory of all current water plant equipment for over \$10,000.

Other Business

Chair Fink inquired about the lights at 53rd and Willow Springs Rd. If needed he would help to expedite the repairs. Superintendent Breakey has been working on this issue and scheduling repairs with ComEd & possibly a contractor.

Schedule Next Committee Meeting:

The Public Works and Water Committee next meeting is tentatively scheduled for Tuesday, June 10, 2025, 5:20PM. Committee Chairs and committees will be changing, and updated schedules will be assigned with new members.

Adjourn

Chair Fink motioned to adjourn the meeting, seconded by Trustee Avakian. Motion passed unanimously on a voice vote.

Meeting adjourned at 5:44 p.m.

Respectfully Submitted: Jenny Pesek



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: June 10, 2025

AGENDA ITEM D.1.

To: Public Works and Water Committee

From: Inga Cebelis, Staff Engineer, Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: Ordinance Amending Title 8 (Public Ways and Property)

Recommendation

Consider a recommendation to approve an Ordinance amending Title 8 (Public Ways and Property) including the adoption of new standard details for construction in Village right of way.

Summary

On an almost daily basis there is construction work being done in Village right of way. It is important to ensure the work that is being performed is being constructed to a standard that is acceptable to the Village. The Village currently has a limited number of standard details that are not incorporated into the code. They are also over 20 years old. The Engineering Services Department (ES) has developed new construction standard details that detail what work is required for various types of improvements that are being constructed in the Village right of way. ES developed the standards with the assistance and input from Municipal Services and Community Development Departments. Details have been created for water and sewer service taps, pavement patching, concrete curb and gutter replacement, tree protection as well as several other items have been created.

Staff is recommending the details be added as an appendix to Title 8 (Public Ways and Property) section of the Village Code (Code). Adding the details to the Code will help ensure enforcement is possible if needed to gain compliance.

There are several minor Code amendments in Title 8 that are needed to make sure there are no conflicts between the written Code and the new details. A majority of the code revisions proposed are updating the Code to refer to the Municipal Services Department instead of the Public Works Department. The new details and the proposed code amendments are provided in the agenda packet for this item. The Village Attorney is preparing the formal ordinances to support the proposed code changes and standard adoption into the Code.

Financial Impact

No Financial Impact.

Recommended Motion

I move to recommend to the Village Board of Trustees the approval an Ordinance amending Title 8 (Public Ways and Property) including the adoption of new standard details for construction in Village right of way.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Title 8 Public Ways and Property - Propsoed Code Changes - June 2025
2. Proposed Standard Details 06162025

Proposed Code Amendments to Title 8 – Public Ways and Property

Draft June 2025

8-1-1: SUPERVISION BY ~~DEPARTMENT OF PUBLIC WORKS MUNICIPAL SERVICES AND ENGINEERING SERVICES DEPARTMENTS~~:

The ~~Municipal Services and Engineering Services Departments~~ ~~Department of Public Works~~ shall have charge and supervision of all streets, alleys, highways, Village grounds, walks, crosswalks, parks and buildings within and belonging to the Village and of the construction, care, repair and maintenance thereof.

8-1-7: BUILDINGS AND STRUCTURES ENCROACHING ON PUBLIC WAYS:

B. Nuisance Declared; Abatement:

1. Nuisance Declared: Any private building, porch, steps, fence or other structure in violation of this Code is hereby declared to be a nuisance and may be abated as such.

2. Abatement Procedures: If the owner, after notice from the Department of ~~Community Development Code Enforcement~~, shall fail to remove such building, porch, steps, fence or other structure in violation of this Code from such street, sidewalk, alley or public ground, the ~~Municipal Services~~ Department ~~of Public Works~~ shall cause the same to be removed or taken down, at the expense of such owner. Every person who shall obstruct or hinder any of officers in effecting such removal shall be guilty of a misdemeanor. (1997 Code)

8-1-8: STREET OBSTRUCTIONS:

A. Building Materials: No person shall obstruct any street, alley or other public place in the Village, or cause the same to be done, by placing any building materials, refuse or other articles of any kind therein or thereon without having first obtained a written permit from the ~~Municipal Services~~ Department ~~of Public Works~~.

B. Refuse Containers: No person shall obstruct any street, alley, parkway or other public place in the Village, or cause the same to be done, by placing any refuse container of any type thereon including but not limited to containers more commonly referred to as garbage cans, dumpsters and roll-off boxes. Where physical circumstances preclude the delivery of such refuse containers on private property, the ~~Municipal Services~~ Department ~~of Public Works~~ may, at its discretion, issue a permit for the temporary placement of refuse containers on public property for a period not to exceed seven (7) days. In the case of the issuance of such permits, the permittee shall be required to execute a hold harmless

agreement in a form prescribed by the Village Attorney and/or provide a certificate of insurance in an amount prescribed by the Village Attorney naming the Village as an additional insured.

C. Removal Requirements: The **Municipal Services** Department ~~of Public Works~~ is hereby authorized to order any building material, other materials, other articles or refuse containers which encumber or obstruct any street, alley or other public place in the Village to be removed. If the owner of such materials, articles or containers fails to remove the same immediately after notice to do so or forthwith, if the owner cannot be found in the Village, the **Municipal Services** Department ~~of Public Works~~ shall cause the same to be removed to some suitable place, at the expense of said owner.

8-1-9: EXCAVATIONS:

C. Refilling Excavations: The permittee, upon completion of the work for which excavation was made, shall immediately refill such opening or excavation. Under the direction of the **Municipal Services** Department ~~of Public Works~~, any refilled excavation awaiting paving shall be appropriately barricaded as determined by the **Municipal Services** Department ~~of Public Works~~ for the purpose of excluding traffic until the street shall be fit for passage. Such refill shall be kept in position until the paving thereon has been replaced.

E. Replacing Pavement: The permittee, when such excavation in any street, alley or other public place has been refilled, shall restore and replace the paving thereon as soon as practical, but no later than thirty (30) days thereafter. The pavement shall be constructed to match the adjacent pavement cross-section and shall be as approved by the **Municipal Services** Department ~~of Public Works~~.

8-1-10: RESTRICTED AND PROHIBITED ACTS AND CONDITIONS:

C. Disturbing Barriers: No person shall disturb, displace or remove any warning barrier in any public right of way or cause any vehicle to pass upon any public right of way which has been barricaded off without the written consent of the **Municipal Services** Department ~~of public works~~. (1997 Code)

D. Landscaping Materials In Public Ways: No landscaping materials, including dirt, sod, stone, sand or other such material, shall be placed or stored in the public right of way, except as provided for in chapter 11 of this title. Such materials may be removed by the **Municipal Services** ~~public works~~ Department at the violators expense. (Ord. 07-2456, 7-23-2007)

8-1-11: BLOCK PARTIES:

Permits to close a street for the purpose of a block party may be issued by the **Municipal Services Department of public works** upon fulfillment of the requirements established by that department. A sufficient number of barricades/cones for such block parties as determined by the **Municipal Services Department of public works** shall be provided upon issuance of the permit and a fifty dollar (\$50.00) deposit. The deposit will be refunded to the permittee upon return of the barricades/cones to the **Municipal Services Department of public works**. If the barricades/cones are not returned within seven (7) days, the deposit shall become the property of the village. (1997 Code)

8-2-3: SIDEWALK SPECIFICATIONS:

A. Grades: The grades or elevations of all sidewalks shall be **reviewed and approved by the Municipal Services or Engineering Services Departments fixed by the department of public works**.

B. Width And Slope: New sidewalks shall be five feet (5') in width (unless connecting sidewalks are wider, then new sidewalks shall be the same width as existing and connecting walks) and the upper surface thereof, when completed, shall have a slope of one-fourth ($\frac{1}{4}$) of an inch to the foot toward the center of the street or way on which such sidewalk is laid. The **Engineering Services or Municipal Services Departments of public works** may grant a permit for extending sidewalks to the curb line in front of business property wherever, in the department's judgment, such extension is desirable or necessary.

C. Surface Height: The surface of the inside edge of the sidewalk, nearest the lot line, shall, when completed, be at least six inches (6") above the grade of the curb, if any, or if there is no curb, six inches (6") above the established grade of the centerline of the street. This provision may be modified on a case by case basis as determined by the **Engineering Services or Municipal Services Departments of public works**.

D. Distance From Lot Line: The inside edge of every sidewalk, when completed, shall be at a distance of two feet (2') from the line of the lot or lots in front of or alongside of the lot or lots which it is constructed, except where a different line shall be established by the **Municipal Services or Engineering Services Departments of public works**.

F. Workmanship: All the work described herein shall be performed in a good and workmanlike manner and under the direction and supervision of the **Engineering Services or Municipal Services Department of public works**. **Work that is deemed to be poor quality may be rejected by the Village and will require removal and replacement at no additional cost to the Village.**

G. Width Of Walks And Parkways: No person shall extend or build any sidewalk beyond the established width. On all streets where parkways or open spaces are allowed for planting trees or for grass plots, the same shall not be covered with the sidewalk, except such parts and portions of said space as may be allowed for passageways to the curbing and carriage walks which can be installed without damaging public trees or other public appurtenances. Passageways and carriage walks constructed of concrete, brick, stone or other approved materials may be allowed after obtaining a permit from the **Municipal Services or Engineering Services Department of public works**.

8-2-6: NONCONFORMING SIDEWALKS:

If any person shall construct or cause to be constructed a sidewalk or curb which fails to comply with the provisions of this Chapter, whether as to location, grade or construction, such sidewalk shall be rebuilt or repaired in compliance with the provisions of this Chapter, pursuant to an order from the **Engineering Services or Municipal Services Department of Public Works**. If such order be not obeyed, the Department, without prejudice to the penalties hereinafter provided, may cause the necessary work to be done at the expense of the person so in default. (1997 Code)

8-2-7: RESTRICTED AND PROHIBITED ACTS AND CONDITIONS:

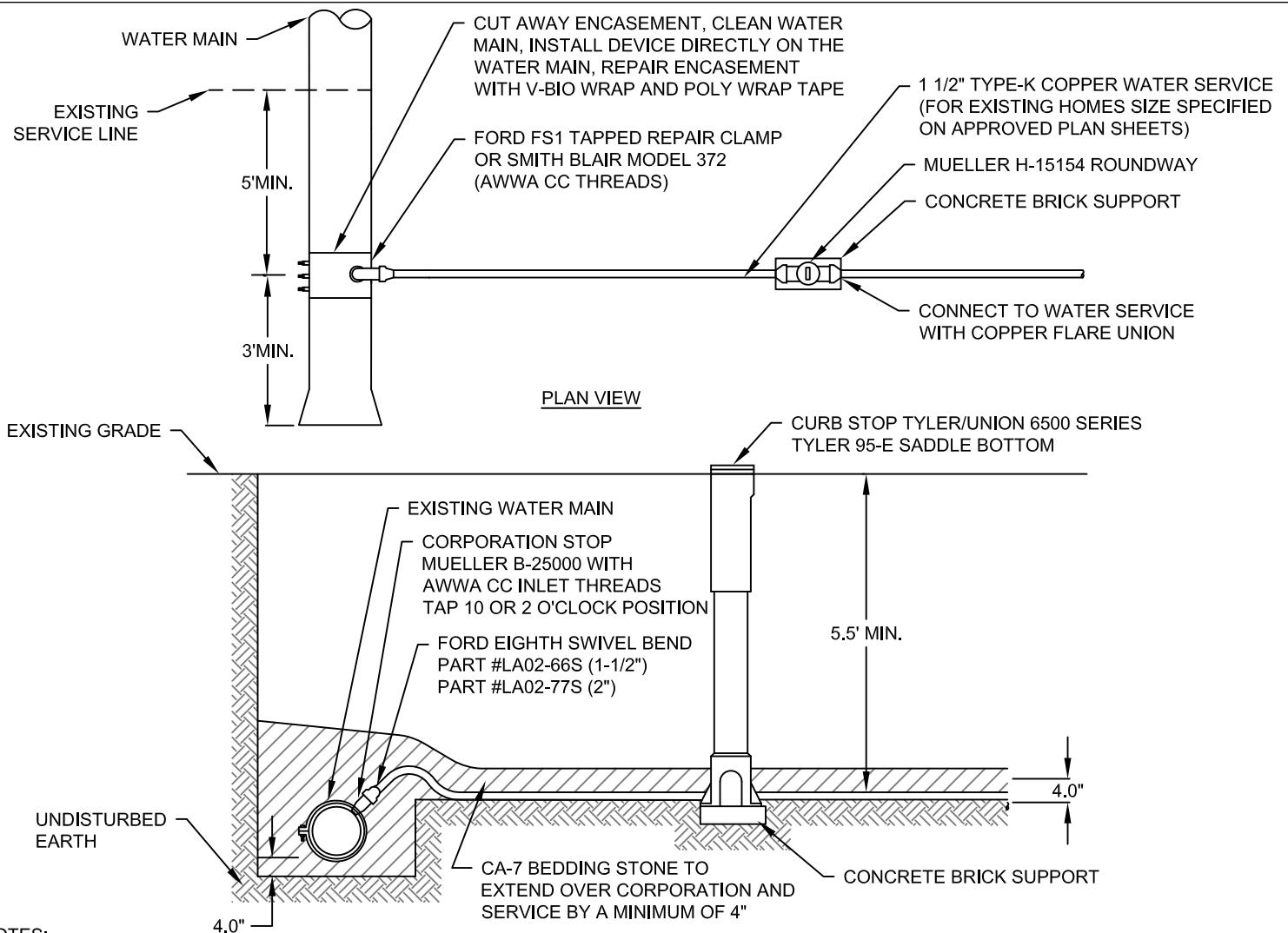
G. Damaging Sidewalks; Repair: No person shall damage any public sidewalk. In case of damage, said person shall, within ten (10) days and at his own expense, cause the same to be repaired, to the satisfaction of the **Municipal Services Department of Public Works**.

H. Violations: The **Municipal Services Department of Public Works** or any police officer, in case of violation of subsection C or D of this Section, may cause such merchandise or other obstruction to be removed at the expense of the offender. (1997 Code)

8-2-8: DRIVEWAY APRONS:

B.-3. Grades And Curbs: Driveway aprons shall conform to the existing sidewalk grade. Where it is necessary to break the existing curb for the driveway apron, the curb and gutter shall be completely removed and a new section constructed or machine cut as approved by the **Engineering Services or Municipal Services Department of public works**. Each such driveway apron shall be constructed and maintained so as to permit free and unobstructed passage on, over or across the same and in such manner as not to interfere with the proper drainage and safe grading of streets. Gradual approaches to the regular sidewalk grade shall be made from the grade of the driveway. ~~The driveway apron entrance shall be one inch (1") above the gutter slab. The slope of any driveway apron and the approaches thereto shall not exceed two inches (2") to the foot in any direction.~~ Each such driveway apron shall be so constructed and maintained that its surface at the point of crossing any

sidewalk pavement shall be flush with the adjoining sections of such sidewalk. The driveway apron shall conform to the current Village Driveway Apron Standard.



NOTES:

1. WATER SERVICE TAPS ON VILLAGE OWNED WATER MAIN MUST BE MADE THROUGH A TAPPING DEVICE AS SPECIFIED ABOVE UNLESS OTHERWISE DIRECTED BY VILLAGE.
2. NO TRENCHING FOR THE WATER SERVICE LINE INSTALLATION IN THE PARKWAY WITHIN THE PARKWAY TREE PROTECTION ZONE, AS DEFINED IN A DETAIL T-1. ALL PARKWAY TREE ROOTS CONFLICTING WITH THE PROPOSED WATER SERVICE INSTALLATION SHALL BE ROOT PRUNED IF EXCAVATED IN THE PARKWAY WITH A CLEAN CUT. THE WATER SERVICE MUST BE RELOCATED ACCORDINGLY IF VILLAGE FORESTER DETERMINES THAT EXCAVATION WILL THREATEN THE HEALTH OF EXISTING PARKWAY TREES.
3. INSTALLATION OF A NEW CURB STOP SHALL BE PLACED IN A GRASSY AREA OF THE RIGHT-OF-WAY UNLESS OTHERWISE APPROVED BY THE VILLAGE.
4. WHEN USING A BRICK FOR SUPPORT OF THE ROUNDWAY, THE CONTRACTOR SHALL PLACE A SUPPORTIVE BRICK APPROPRIATE TO THE WIDTH OF THE SADDLE SUPPORT TO PROVIDE PROTECTION FROM DEBRIS AND MATERIALS ENTERING THE CURB STOP BARREL. FOR GUIDANCE, SEE AWWA M44 INSTALLATION INSTRUCTIONS.
5. BACKFILL TO BE PLACED IN 8-INCH LOOSE LIFTS AND COMPACTED WITH A MECHANICAL COMPACTOR AND IS SUBJECT TO THE APPROVAL OF THE VILLAGE ENGINEER OR THEIR DESIGNEE.
6. CONTRACTOR SHALL SCHEDULE AN INSPECTION FOR SERVICE CONNECTION AND DISCONNECTION OF EXISTING SERVICE WITH COMMUNITY DEVELOPMENT DEPARTMENT 48 HOURS IN ADVANCE AT INSPECTIONS@WSPRINGS.COM.
7. PARKWAY SHALL BE RESTORED WITH 4-INCH PULVERIZED TOPSOIL AND SOD.
8. ANY PROPOSED SUBSTITUTIONS OR DEVIATIONS SHALL BE APPROVED BY THE VILLAGE ENGINEER OR THEIR DESIGNEE.
9. ALL STREET EXCAVATIONS SHALL BE BACKFILLED WITH COMPACTED AGGREGATE AND TOPPED WITH 2-INCHES BITUMINOUS COLD PATCH BY THE END OF THE DAY. PERMANENT PATCH SHALL BE INSTALLED WITHIN 30 DAYS

DISCONNECTION NOTES:

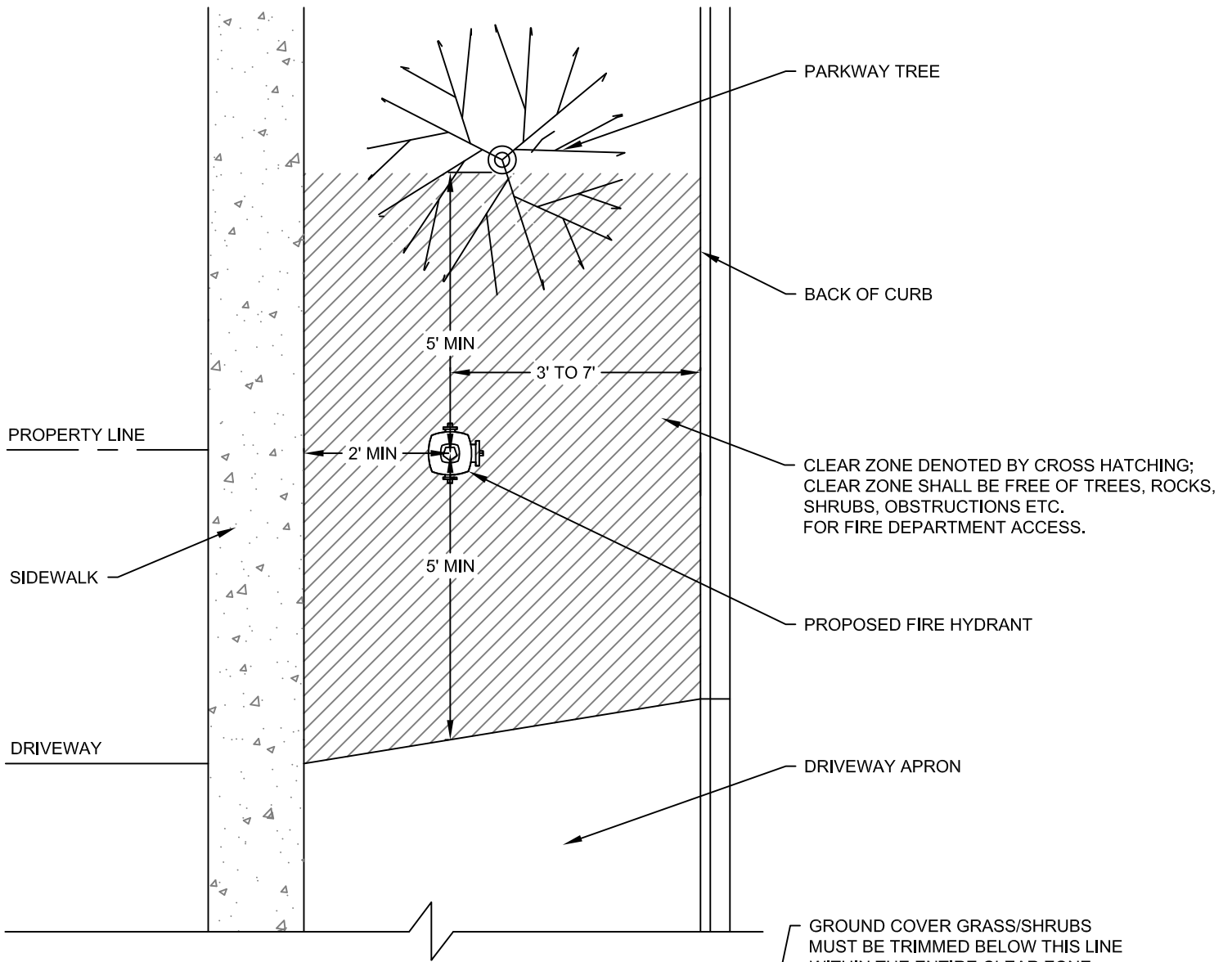
10. THE ENTIRE EXISTING CURB STOP SHALL BE REMOVED. IF AN EXISTING CURB STOP IS LOCATED NEAR THE PARKWAY TREE, THE CONTRACTOR SHALL BREAK OFF THE TOP OF CURB STOP APPROXIMATELY 18-INCHES BELOW GRADE AND BACKFILL REMAINING CURB STOP WITH CONCRETE. THE CONTRACTOR SHALL CONSULT VILLAGE FORESTER PRIOR TO START OF CURB STOP ABANDONMENT.
11. ABANDONMENT OF EXISTING WATER SERVICE REQUIRES PLACEMENT OF STAINLESS STEEL ENCAPSULATED REPAIR SLEEVE (FORD FACC STYLE OR VILLAGE APPROVED EQUAL) OVER THE CORPORATION STOP.



Village of Western Springs

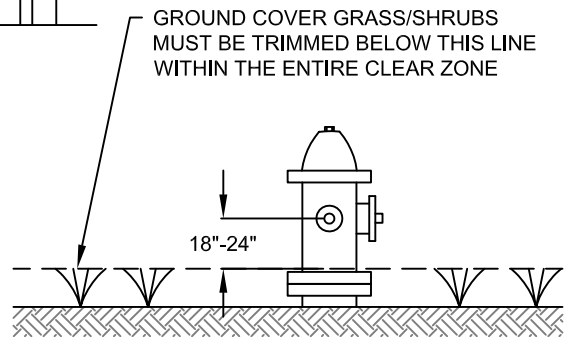
STANDARD DETAILS WATER SERVICE DETAIL W-1

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025



PLAN VIEW

NOTE:
DESIRABLE LOCATION OF FIRE HYDRANT SHALL BE AT COMMON PROPERTY LINE, 5 FEET MINIMUM AWAY FROM DRIVEWAYS OR TREES, A MINIMUM OF 2 FEET FROM SIDEWALKS, OR APPROVED BY THE VILLAGE ENGINEER. THE AUXILIARY VALVE SHALL NOT BE LOCATED WITHIN THE SIDEWALK.

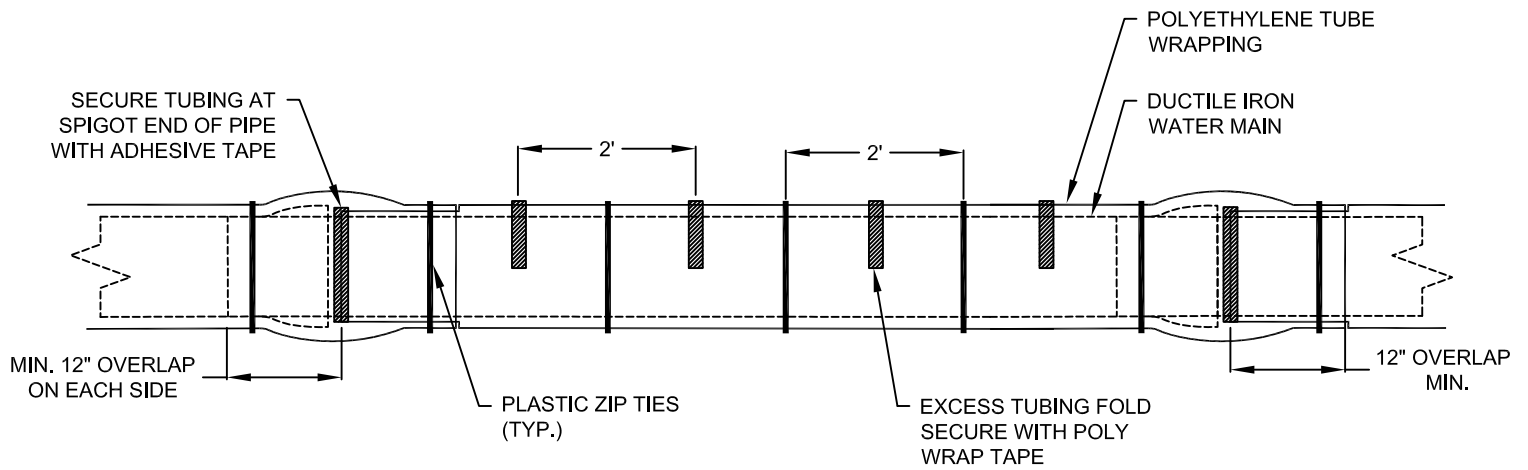


ELEVATION VIEW



Village of Western Springs
STANDARD DETAILS
FIRE HYDRANT CLEARANCE DETAIL
W-4

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025



SECTION VIEW

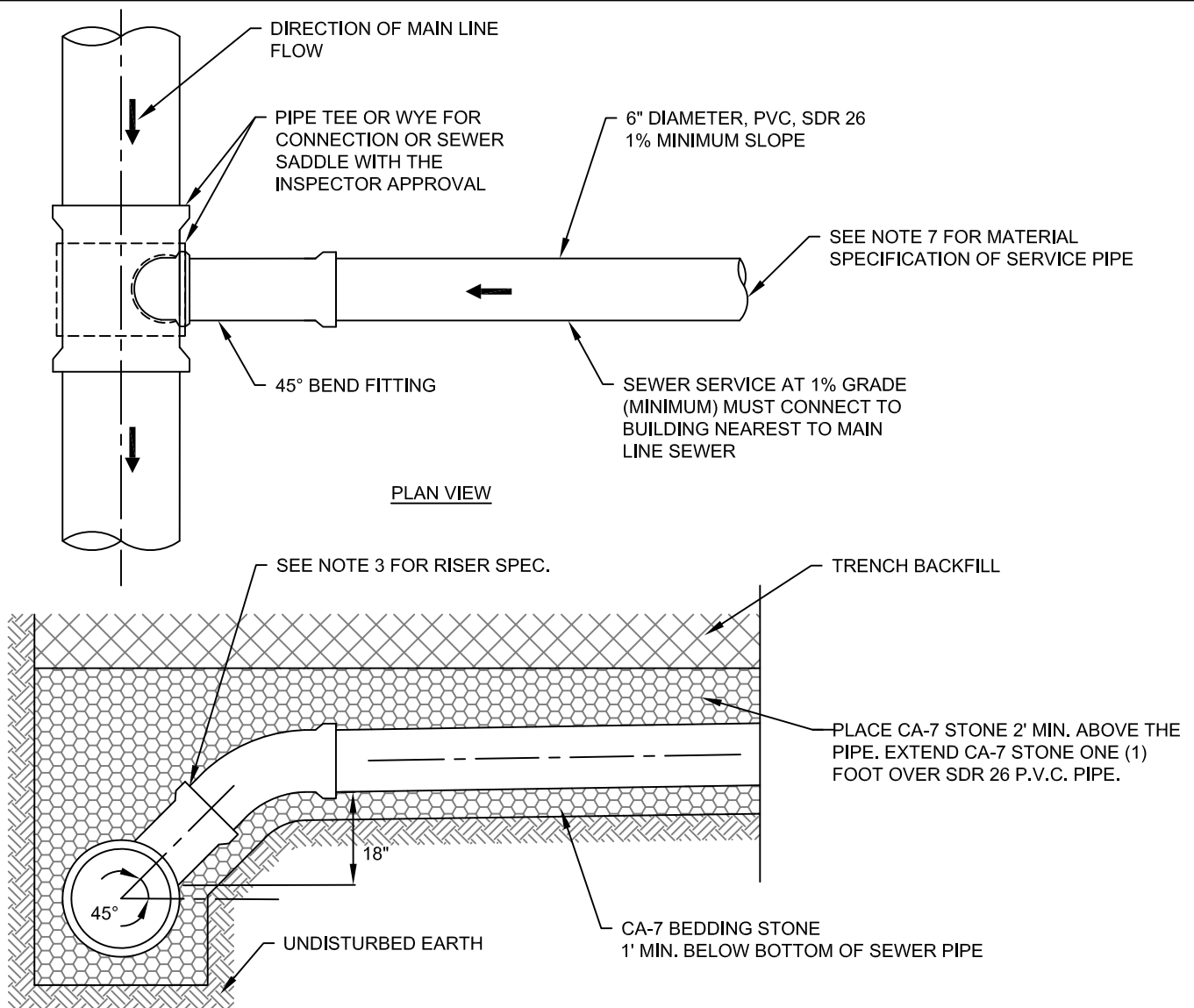
NOTES:

1. DUCTILE IRON WATER MAINS SHALL BE ZINC-COATED DUCTILE IRON PIPE CONFORMING TO AWWA C151 (ASA STD. - A21.51) WITH CEMENT MORTAR LINING FOR DUCTILE IRON PIPE AND FITTINGS AS PER AWWA SPECIFICATIONS C104 (ASA STD. - A21.4). CEMENT MORTAR LINING SHALL BE APPLIED AND CURED IN A MANUFACTURING UNIT CONTIGUOUS TO THE PIPE CASTING UNIT. PIPES SHALL HAVE PUSH-ON JOINTS OR FLEX-RING (AMERICAN DUCTILE IRON PIPE) RESTRAINED JOINTS (OR APPROVED EQUAL) OR TR FLEX RING (UNITED STATES PIPE COMPANY) RESTRAINED JOINTS (OR APPROVED EQUAL) AND FITTINGS SHALL HAVE MECHANICAL JOINTS AS PER AWWA SPECIFICATION C110 (ASA STD. - A21.10) OR C153 (ASA STD. - A21.53). PIPES AND FITTINGS SHALL HAVE RUBBER-GASKET JOINTS PER AWWA SPECIFICATION C111 (ASA STD. - A21.11). DUCTILE IRON WATER MAIN SHALL BE CLASS 52 MINIMUM.
2. DUCTILE IRON PIPE SHALL BE ENCASED BY V-BIO POLYETHYLENE TUBING.
3. THE TUBE MUST BE VIRGIN MATERIAL, V-BIO, CONSISTING OF THREE (3) CO-EXTRUDED LAMINATIONS OF LINEAR LOW DENSITY POLYETHYLENE (LLDPE), FUSED INTO A SINGLE THICKNESS NOT LESS THAN EIGHT (8) MILS. THE INSIDE SURFACE OF THE V-BIO WRAP IN CONTACT WITH THE PIPE EXTERIOR SHALL BE INFUSED WITH A BLEND OF AN ANTIMICROBIAL BIOCIDES TO MITIGATE MICROBIOLOGICALLY INFLUENCED CORROSION AND A VOLATILE CORROSION INHIBITOR TO CONTROL GALVANIC CORROSION. THE MIDDLE LAMINATION SHALL BE OF A THICK IMPERMEABLE MATERIAL DESIGNED TO PROTECT AND ENHANCE THE INNER LAMINATION. THE OUTER LAMINATION SHALL BE OF A LIGHT COLOR.
4. THE POLYETHYLENE ENCASEMENT MUST MEET ALL THE REQUIREMENTS OF AMERICAN NATIONAL STANDARD INSTITUTE (ANSI) A21.5 (AWWA C105).
5. INSTALLATION OF TUBING SHALL BE PER DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) - MODIFIED METHOD A.
6. THIS STANDARD APPLIES TO ALL DUCTILE IRON PIPE INSTALLATION METHODS INCLUDING OPEN CUT, DIRECTIONAL DRILLING AND PLACEMENT IN A CASING.
7. PIPE TO BE HANDLED WITH STRAPS OR SLINGS TO AVOID DAMAGING THE ZINC COATING OR V-BIO POLYETHYLENE WRAPPING. THE VILLAGE SHALL REJECT PIPE WITH SCRATCHES OR DAMAGE TO ZINC COATING OR V-BIO POLYETHYLENE WRAPPING.



Village of Western Springs
STANDARD DETAILS
DUCTILE IRON WATER MAIN WITH
V-BIO WRAPPING
W-5

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025



NOTES:

1. TRENCH BACKFILL FOR PAVED AREAS:
CA-7 BEDDING STONE. TRENCH BACKFILL REQUIRED TWO (2) FEET BEYOND ANY PAVED SURFACE.
 2. TRENCH BACKFILL FOR NON-PAVED AREAS:
FINE MATERIAL FOR BACKFILL AND BEDDING SHALL BE GRAVEL, CRUSHED STONE MEETING THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) FOR COURSE AGGREGATE OF THE GRADATION SPECIFIED. NO RECYCLED CONCRETE SHALL BE ALLOWED.
 3. RISER REQUIRED MAX SLOPE 1:1.
 4. INSTALL DUCTILE IRON PIPE SERVICE LINE MINIMUM 18-INCH RISE FROM FOUNDATION WALL TO THE OUTSIDE OF BUILDING OVER DIG, OR 5 L.F. MIN. AND INSTALL CLEAN-OUT AT THIS LOCATION. CLEANOUT SHALL NOT BE PLACED IN THE VILLAGE RIGHT-OF WAY.
 5. NEW P.V.C. CONNECTIONS TO EXISTING MAIN SHALL BE INSTALLED WITH TWO (2) NON-SHEAR COUPLINGS, ONE ON EACH SIDE OF THE CONNECTION.
 6. LMT(TM) LINED MAIN TAP SADDLE INSTALLATION SYSTEM OR PRE-APPROVED EQUIVALENT MAY BE USED WHEN TAPPING LINED SANITARY MAIN. REMOVE HOST CLAY PIPE AS NECESSARY.
 7. WATER MAIN QUALITY PIPE REQUIRED, FOR ALL CROSSINGS OVER AND UNDER WATER LINES IN ACCORDANCE WITH "STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS" LATEST EDITION.
 8. SERVICE LINE CONNECTION TO THE SEWER MANHOLE IS NOT PERMITTED.
- ALL STREET EXCAVATIONS SHALL BE BACKFILLED WITH COMPACTED AGGREGATE AND TOPPED WITH 2-INCHES BITUMINOUS COLD PATCH BY THE END OF THE DAY. PERMANENT PATCH SHALL BE INSTALLED WITHIN 30 DAYS, WHILE HOT-MIX ASPHALT IS AVAILABLE.

DISCONNECTION NOTES:

9. THE EXISTING SERVICE LINE SHALL BE DISCONNECTED AT ITS CONNECTION POINT TO THE MAIN SEWER. THE SEWER MAIN SHALL BE REPAIRED USING PVC SDR-26 PIPE WITH FACTORY TEE. ALL CONNECTIONS SHALL BE MADE USING NON-SHEAR FLEXIBLE COUPLINGS.



Village of Western Springs

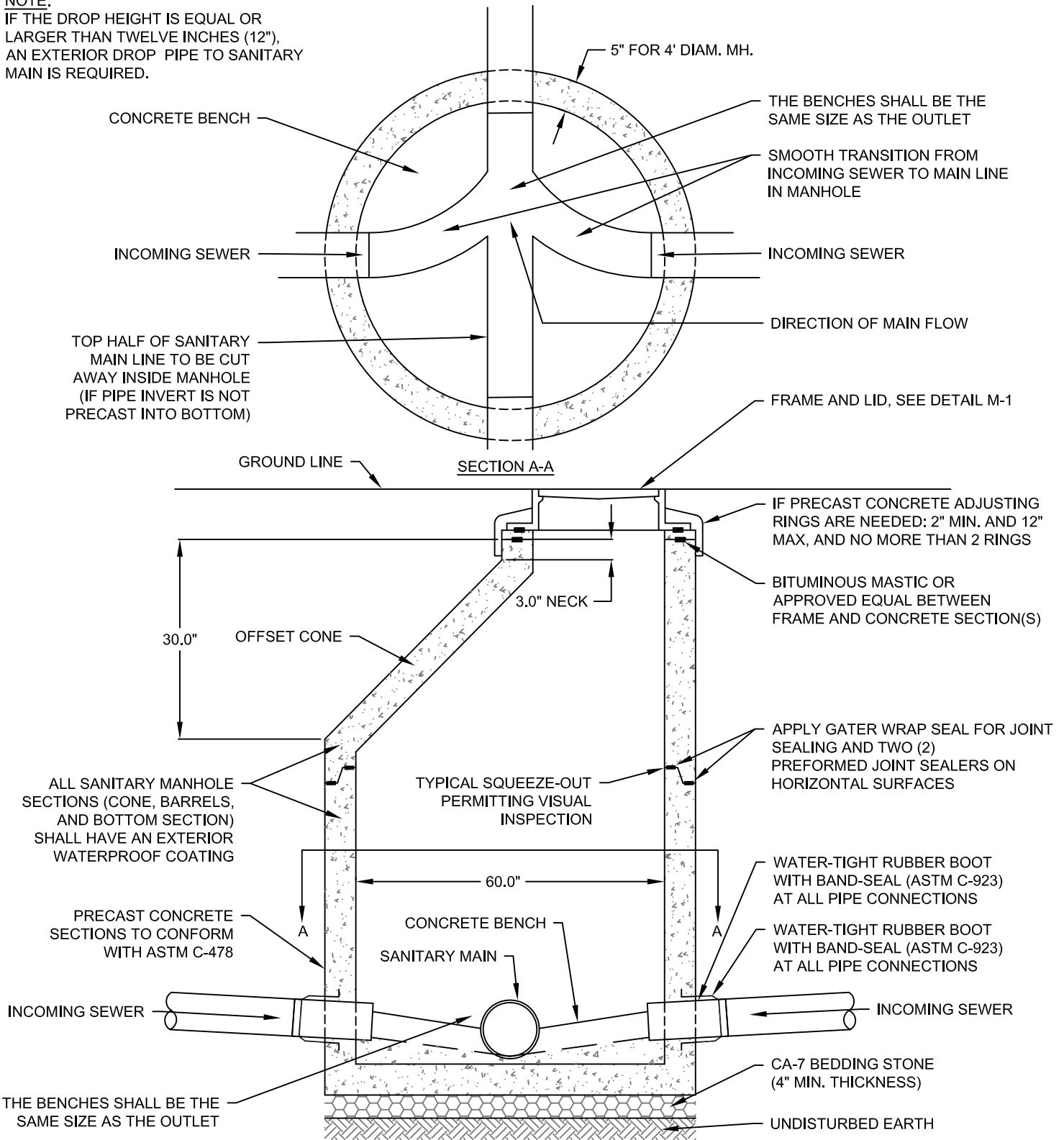
STANDARD DETAIL

SANITARY SEWER SERVICE DETAIL

SS-1

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025

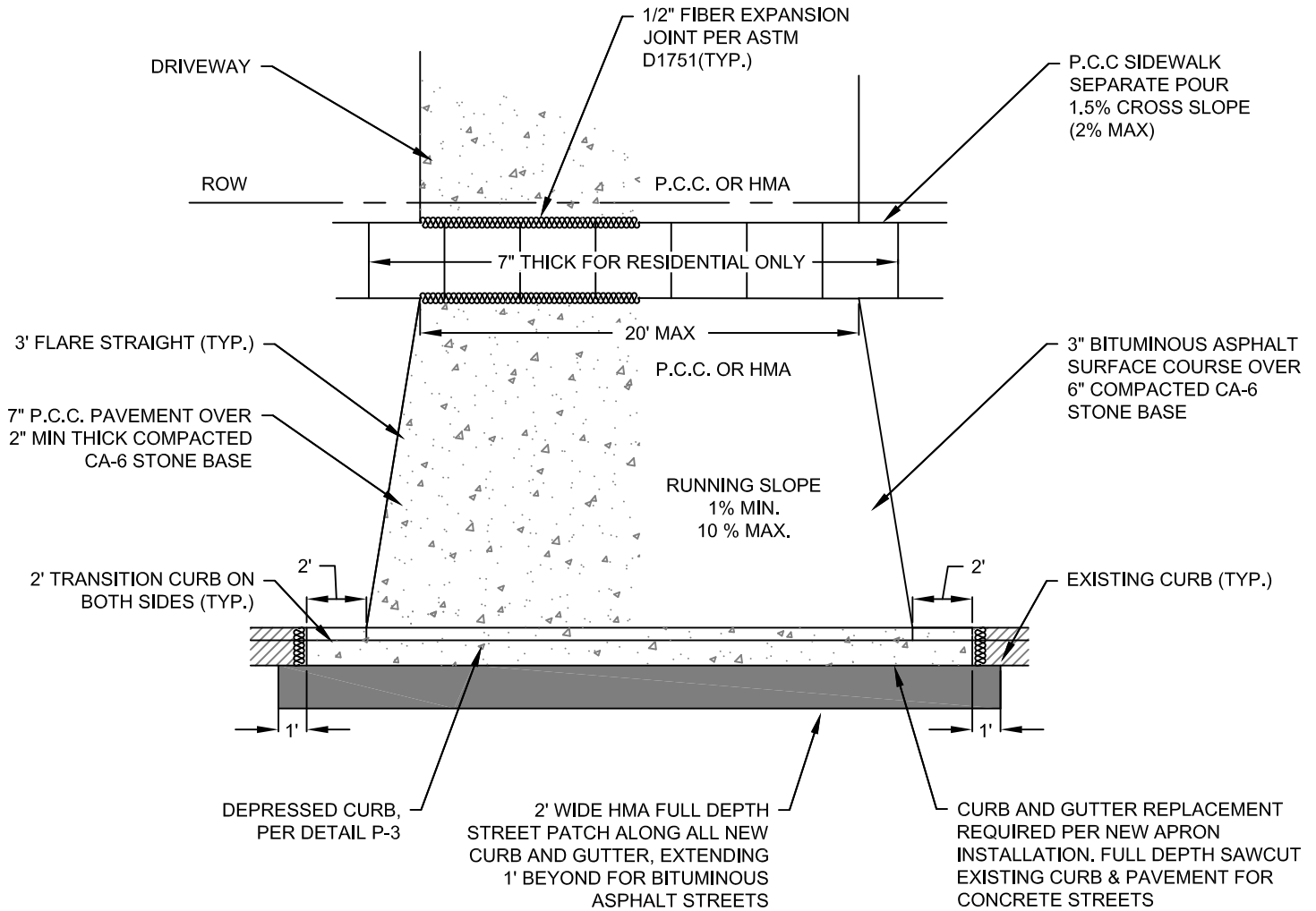
NOTE:
IF THE DROP HEIGHT IS EQUAL OR
LARGER THAN TWELVE INCHES (12"),
AN EXTERIOR DROP PIPE TO SANITARY
MAIN IS REQUIRED.



Village of Western Springs

STANDARD DETAIL SANITARY MANHOLE DETAIL SS-2

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025



PLAN VIEW

NOTE:

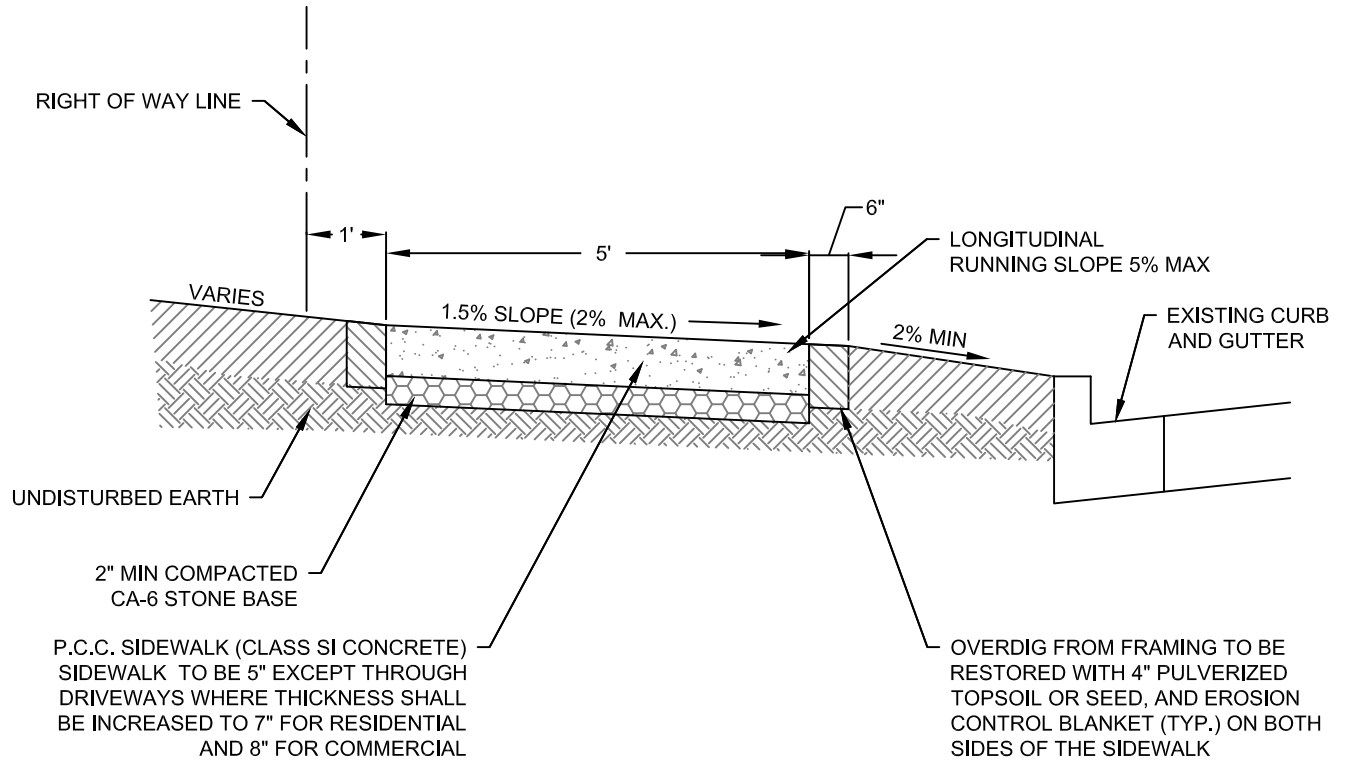
1. CONCRETE FOR APRON AND SIDEWALK SHALL BE IDOT CLASS SI.
2. THE CONTRACTOR IS RESPONSIBLE FOR VIBRATING THE CONCRETE DURING PLACEMENT.
3. CONCRETE APRON SHALL CONSISTS OF A MINIMUM OF FOUR (4) PANELS.
4. CONCRETE PLACEMENT SHALL NOT OCCUR DURING ADVERSE WEATHER CONDITIONS, INCLUDING FREEZING TEMPERATURES, UNLESS PROPER COLD-WEATHER PROTECTION MEASURES ARE IN PLACE.
5. WIRE MESH SHALL NOT BE USED IN THE DRIVEWAY APRON.
6. A WHITE CURING COMPOUND, PER IDOT SECTION 1022.01(C), SHALL BE UNIFORMLY APPLIED TO CONCRETE IMMEDIATELY AFTER IT HAS BEEN FINISHED OR AS RECOMMENDED BY THE MANUFACTURER.
7. ALL AGGREGATE BASE SHALL BE MECHANICALLY COMPACTED.
8. A FULL-DEPTH FRONT FORM FOR THE EDGE OF GUTTER SHALL BE PROVIDED FOR NEW CURB AND GUTTER PLACED ADJACENT TO ASPHALT STREETS.
9. THE APRON SHALL MAINTAIN PROPER DRAINAGE TO PREVENT WATER PONDING AND ENSURE POSITIVE WATER FLOW.
10. NEW CONCRETE APRON SHALL BE FINISHED TO MATCH PRIVATE CONCRETE DRIVEWAY STYLE.



Village of Western Springs

STANDARD DETAIL
RESIDENTIAL DRIVEWAY APRON DETAIL
P-1

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025



SECTION VIEW

NOTE:

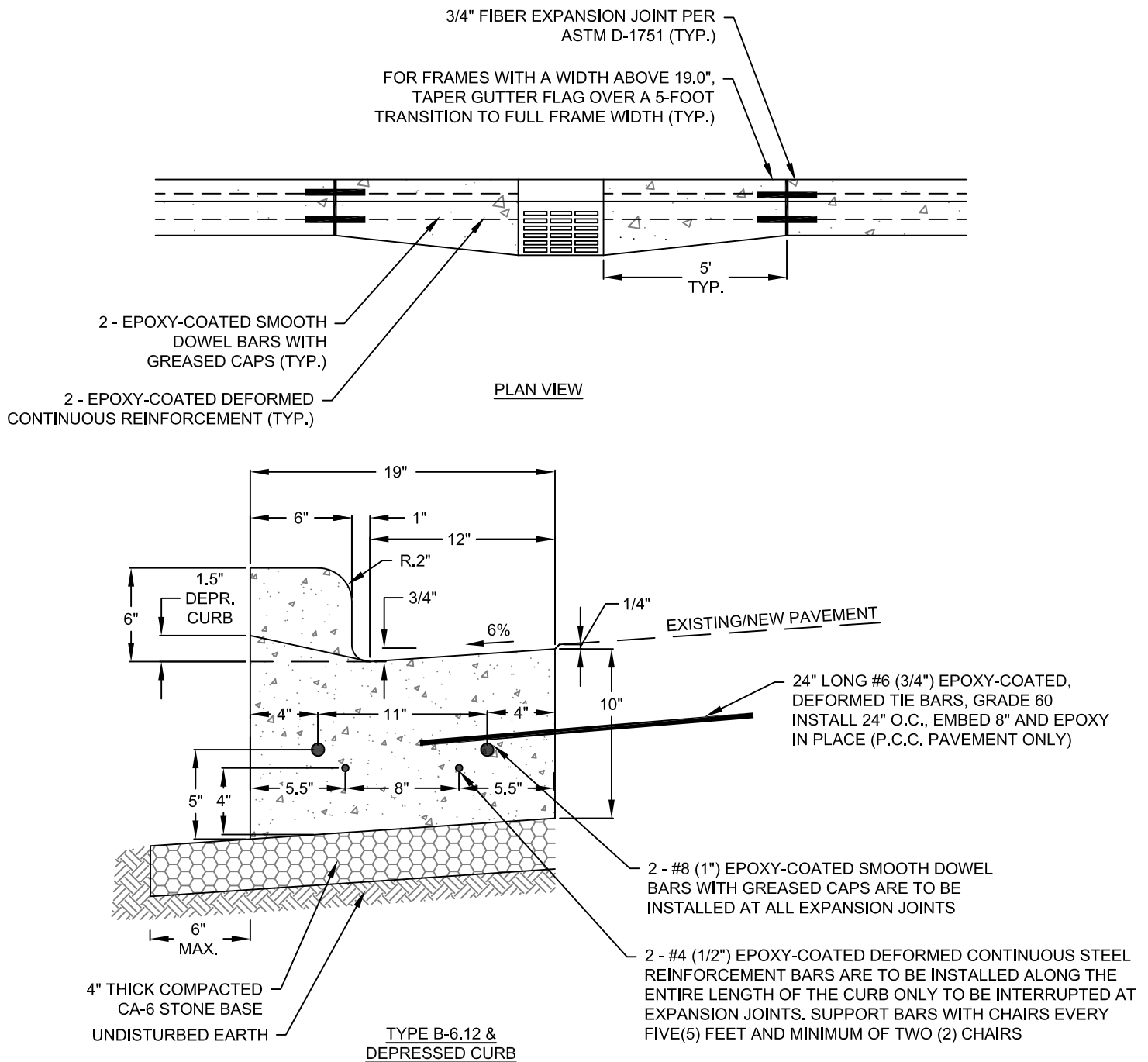
1. THE SIDEWALK THE RAMPS AT INTERSECTIONS SHALL COMPLY WITH ADA REQUIREMENTS AND MEET IDOT STANDARDS. DETECTABLE WARNING PLATES SHALL BE SAFETY RED IN COLOR AND INSTALLED AT A CROSSWALKS. REFER TO IDOT HIGHWAY STANDARDS 424001 THROUGH 424031 FOR GUIDANCE ON SIDEWALK RAMP AND DETECTABLE WARNING PLATE PLACEMENT.
2. A 1/2-INCH THICK FIBER EXPANSION JOINT, PER ASTM D-1751, SHALL BE INSTALLED EVERY 50 FEET.
3. THE SIDEWALK SURFACE SHALL BE BROOM FINISHED.
4. ALL SIDEWALK WORK MUST CONFORM TO APPLICABLE VILLAGE CODES AND IDOT SPECIFICATIONS.
5. SIDEWALK CONSTRUCTION SHALL NOT PROCEED IN FREEZING TEMPERATURES UNLESS PROPER COLD-WEATHER PROTECTION MEASURES ARE IMPLEMENTED PER IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 1020.13.
6. CONTRACTORS MUST PROTECT NEWLY POURED SIDEWALK PANELS FROM PEDESTRIAN TRAFFIC, VANDALISM, AND PREMATURE LOADING. IF SIDEWALK PANELS DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT IT'S OWN EXPENSE.
7. IF DURING VILLAGE INSPECTION THE SIDEWALK PANELS DOES NOT MEET THE SLOPE REQUIREMENTS, THE PANELS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ANY MODIFICATIONS OR DEVIATIONS FROM THESE REQUIREMENTS REQUIRE PRIOR APPROVAL FROM THE VILLAGE ENGINEER.

Village of Western Springs

STANDARD DETAIL P.C.C. SIDEWALK DETAIL P-2

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025





NOTE:

1. EXPANSION JOINTS ARE TO BE CONSTRUCTED AT 50-FOOT INTERVALS AND AT ADDITIONAL LOCATIONS AS SPECIFIED BY THE VILLAGE ENGINEER OR THEIR DESIGNEE.
2. CONSTRUCTION JOINTS ARE TO BE CONSTRUCTED AT 15-FOOT INTERVALS AND AT ADDITIONAL LOCATIONS AS SPECIFIED BY THE VILLAGE ENGINEER OR THEIR DESIGNEE.
3. THE CONTRACTOR SHALL REMOVE AND REPLACE 2-FEET OF EXISTING FULL DEPTH ASPHALT PAVEMENT ALONG THE NEW CURB. PAVEMENT REPAIR SHALL MATCH EXISTING PAVEMENT THICKNESS AND SHALL USE IDOT HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 FOR TOP 2-INCH THICKNESS.
4. THE CONTRACTOR SHALL USE A FULL DEPTH CONSTRUCTION FORM ALONG EDGE OF GUTTER.
5. WHERE NEW CURB AND GUTTER MATCHES EXISTING, THE CONTRACTOR SHALL INSTALL 2 - #8 (1") EPOXY-COATED SMOOTH DOWEL BARS TO TIE INTO THE EXISTING CURB AND GUTTER.
6. NEW CURB AND GUTTER SHALL MATCH THE EXISTING CURB AND GUTTER. ANY CHANGES TO THE CURB AND GUTTER TYPE SHALL BE APPROVED BY THE VILLAGE ENGINEER OR THEIR DESIGNEE.



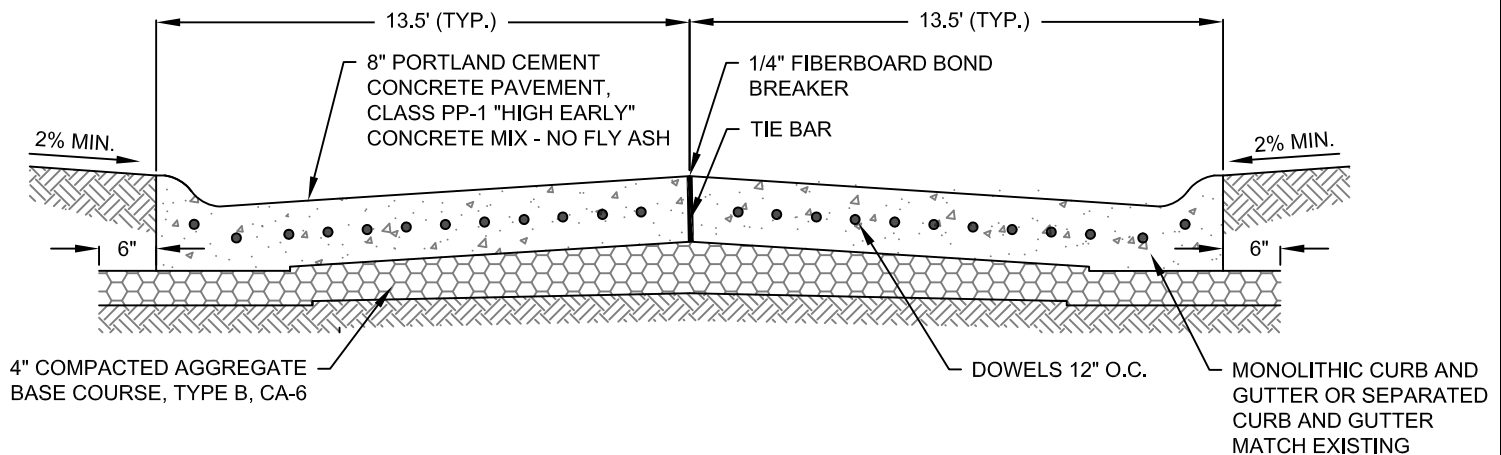
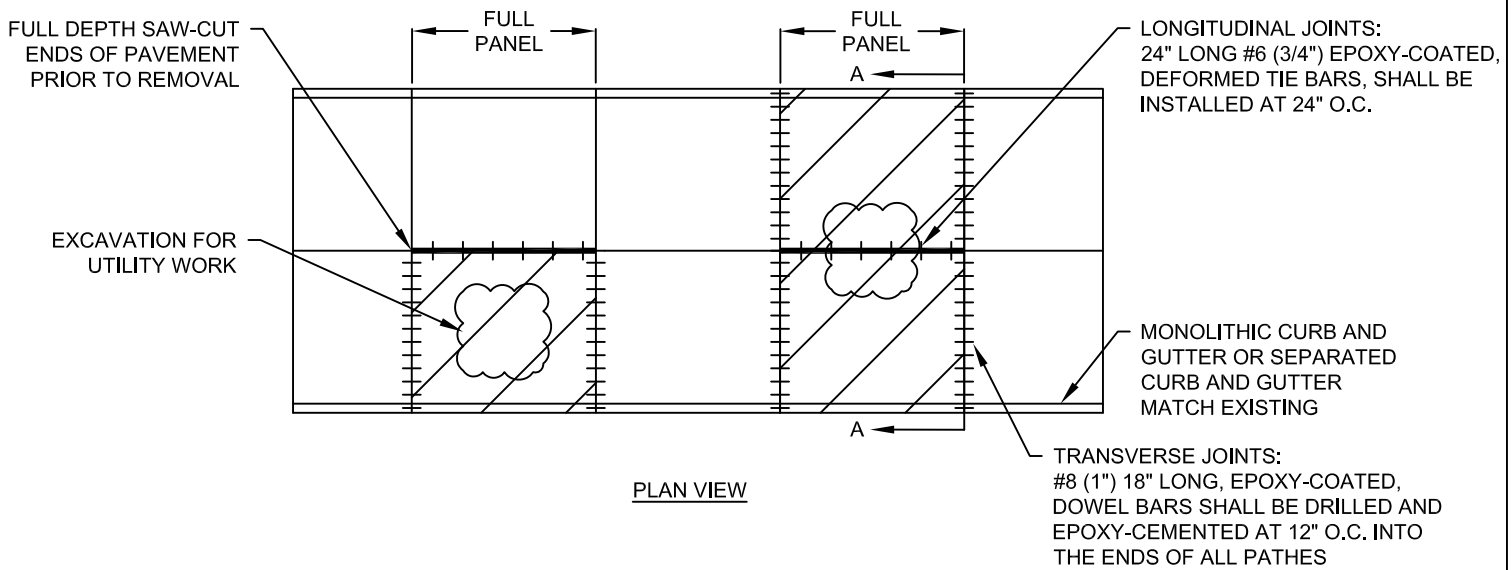
Village of Western Springs

STANDARD DETAIL

COMBINATION CURB AND GUTTER DETAIL

P-3

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025



NOTES:

1. ALL CONTRACTION JOINTS SHALL BE SAW-CUT TO A DEPTH OF 2-INCHES AS SOON AS PERMISSIBLE AND NO LATER THAN FOUR (4) HOURS AFTER CONCRETE PLACEMENT, UNLESS OTHERWISE APPROVED BY THE VILLAGE ENGINEER.
2. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF PANELS THAT DEVELOP SHRINKAGE CRACKS THAT ARE NOT LOCATED AT THE SAWED CONTRACTION JOINT.
3. WHITE CURING COMPOUND, PER IDOT SECTION 1022.01(C), SHALL BE UNIFORMLY APPLIED TO THE CONCRETE IMMEDIATELY THE AFTER IT HAS BEEN FINISHED PER MANUFACTURER'S RECOMMENDATIONS.
4. CONCRETE PATCHES SHALL BE FULL CONCRETE PANEL REPLACEMENT, HALF STREET AT THE TIME TO MAINTAIN TRAFFIC.
5. DELIVERY TICKET REQUIRED FOR ALL P.C.C. TRUCKS. CONCRETE WILL BE REJECTED IF DELIVERY TIME EXCEEDS 90 MINUTES.
6. FRESH CONCRETE PANELS SHALL BE CLOSED TO TRAFFIC FOR MINIMUM OF THREE (3) DAYS FOR CURING.
7. ALL STREET EXCAVATIONS SHALL BE BACKFILLED WITH COMPACTED AGGREGATE AND TOPPED WITH 2-INCHES BITUMINOUS COLD PATCH BY THE END OF THE DAY. PERMANENT PATCH SHALL BE INSTALLED WITHIN 30 DAYS.



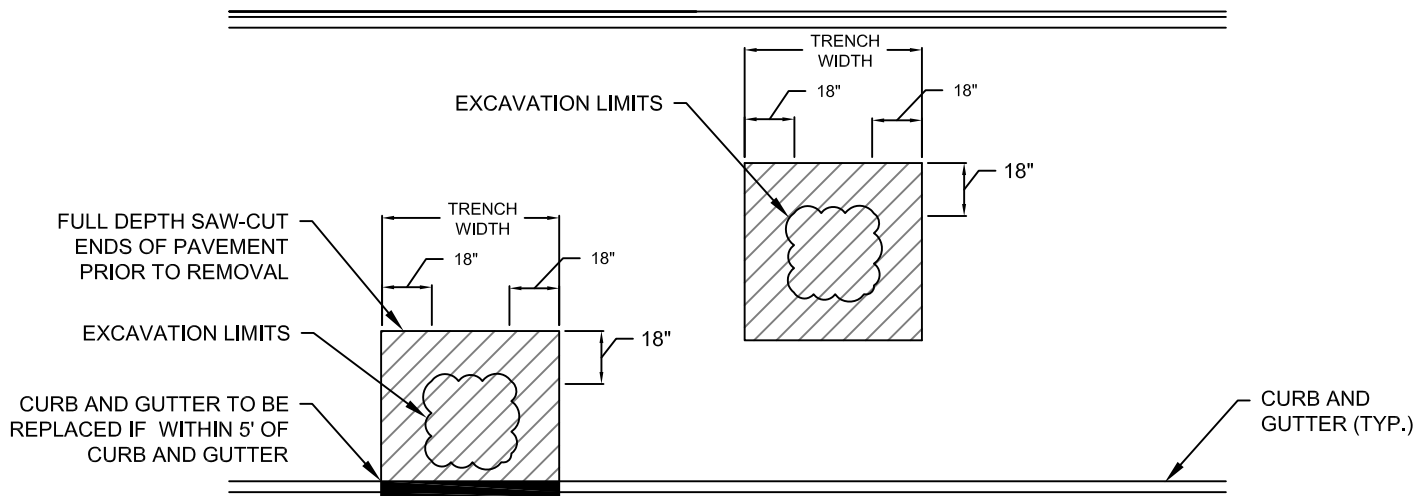
Village of Western Springs

STANDARD DETAIL

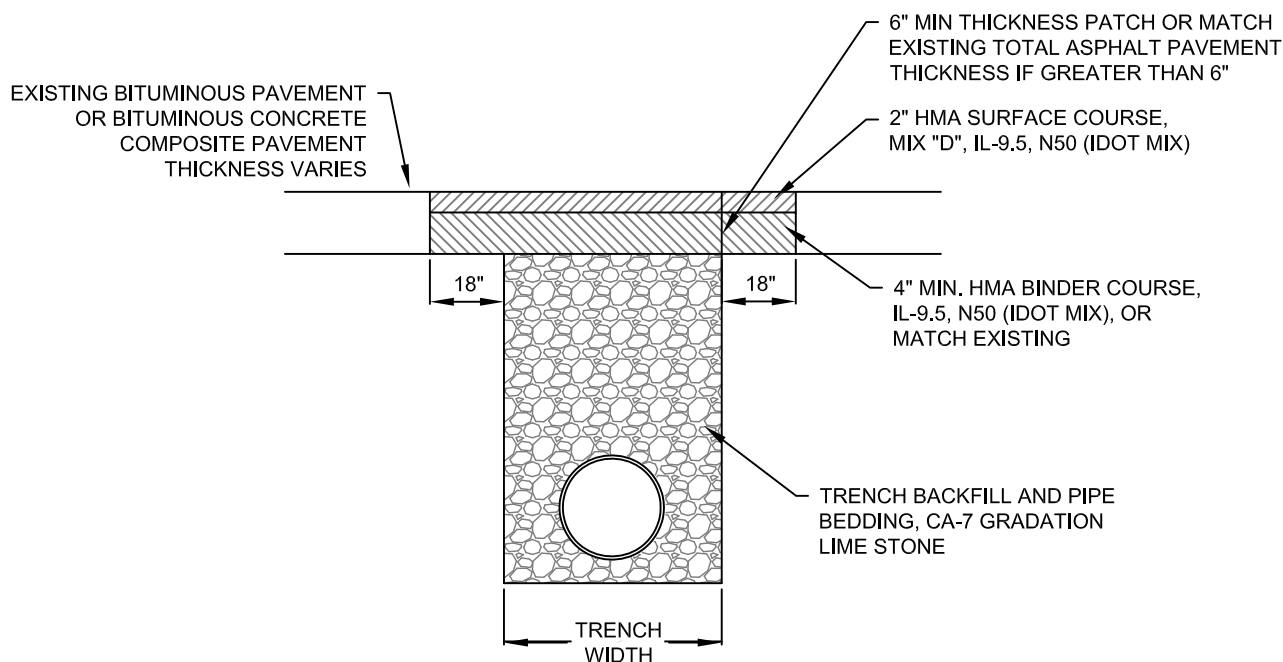
CONCRETE STREET PATCHING DETAIL

P-4

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025



PLAN VIEW



SECTION VIEW

NOTES:

1. ALL BITUMINOUS STREET PATCHES SHALL BE BACKFILLED WITH COMPACTED AGGREGATE AND TOPPED WITH 2-INCH BITUMINOUS COLD PATCH AT THE END OF THE DAY. PERMANENT PATCH SHALL BE INSTALLED WITHIN 30 DAYS WHILE HOT-MIX ASPHALT IS AVAILABLE.
2. ALL BITUMINOUS STREET PATCHES SHALL BE FULL DEPTH AND RECTANGULAR IN SHAPE.
3. TRENCH BACKFILL TO BE MECHANICALLY COMPACTED IN 12-INCH LOOSE LIFTS.
4. IF BITUMINOUS STREET PATCH LIMITS ARE WITHIN 5-FEET OF EDGE OF PAVEMENT, THE PATCH SHALL EXTEND TO EDGE OF PAVEMENT.



Village of Western Springs
STANDARD DETAIL
BITUMINOUS STREET PATCHING DETAIL
P-5

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025

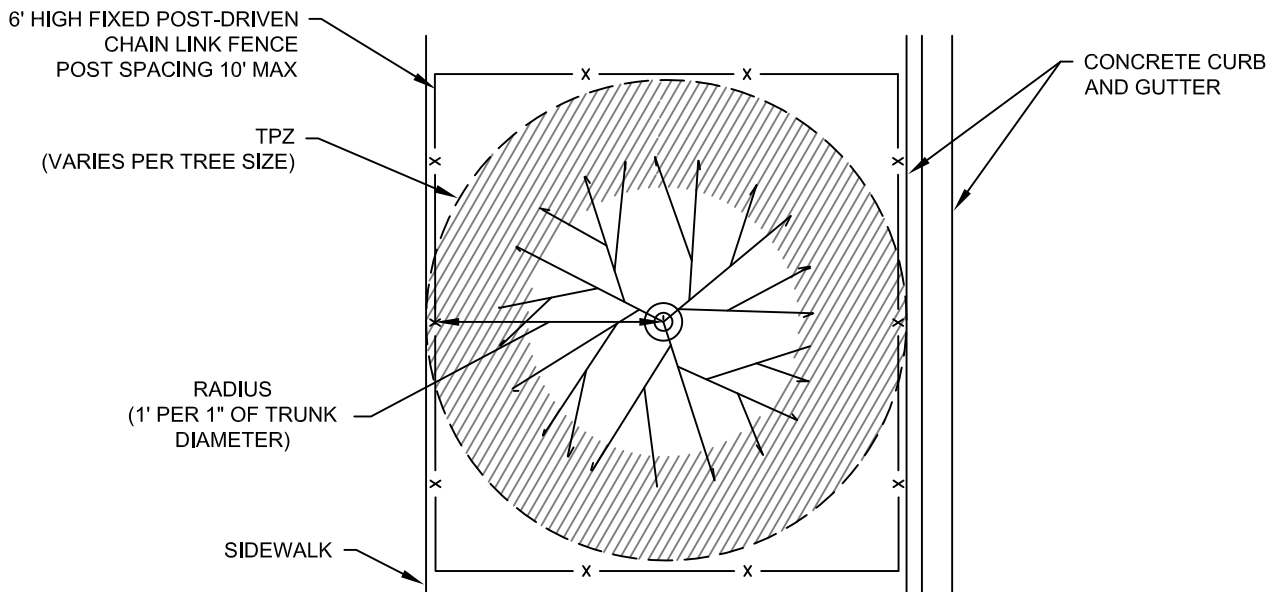
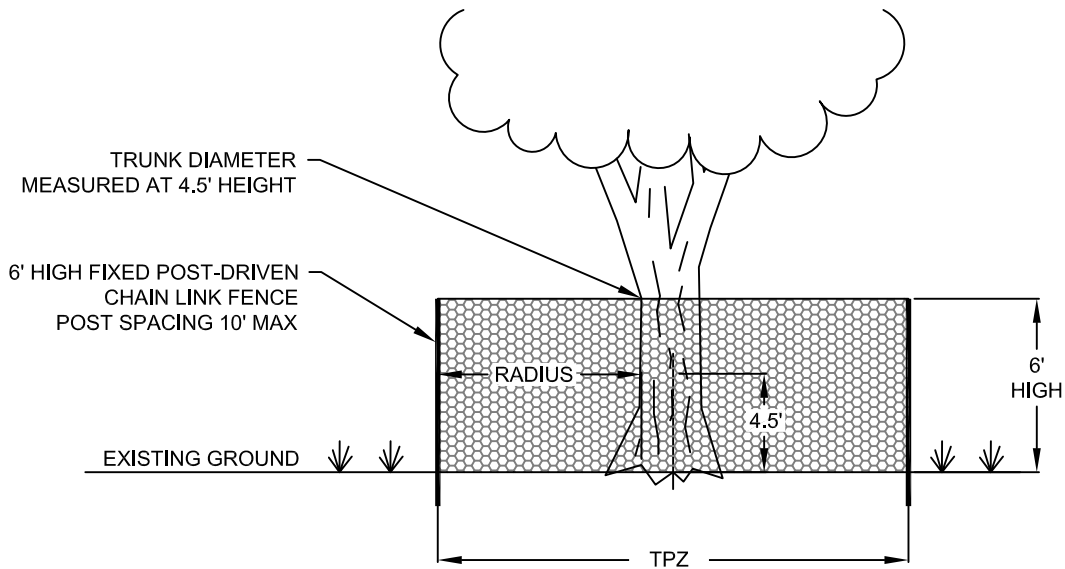
#	FRAME AND GRATE	COMPARABLE IDOT TYPE	DESCRIPTION	OPTIONS
1	NEENAH R-1713	1	FLAT, ROUND, CLOSED LID	"SANITARY" LETTERING IMPRINTED ON UNBOLTED COVER. LID SHALL HAVE WATERTIGHT GASKET AND CONCEALED PICKHOLE.
				"STORM" LETTERING IMPRINTED ON COVER
				"WATER" LETTERING IMPRINTED ON COVER. LID SHALL HAVE CONCEALED PICKHOLE
2	NEENAH R-1713	1	FLAT, ROUND, OPEN TYPE D GRATE	N/A
3	NEENAH R-3275	3	COMBO INLET FRAME AND GRATE CURB BOX (NO CHURCH WINDOWS)	N/A
4	NEENAH R-3501-P	N/A	INLET FRAME FOR ROLL-TYPE CURB, RECTANGULAR, OPEN GRATE	N/A
5	NEENAH R-4342		BEEHIVE TYPE INLET, ROUND, OPEN GRATE FOR LAWN AREAS	N/A



Village of Western Springs

STANDARD DETAIL
FRAME AND GRATE STANDARD
M-1

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025



NOTE:

TREE PROTECTION ZONE (TPZ) BARRIER/FENCING IS EXPECTED TO BE ESTABLISHED AROUND THE PARKWAY TREES BY THE OWNER/DEVELOPER WITH SIGNS INDICATING THAT THE AREA IS A TREE PROTECTIVE ZONE.

IN ADDITION TO FINES AND CITATIONS THAT MAY BE ASSESSED FOR VIOLATIONS PER TITLE 5, CHAPTER 5 OF THE WESTERN SPRINGS VILLAGE CODE, VIOLATORS MAY BE SUBJECT TO THE FOLLOWING PROVISIONS:

- ISSUANCE OF AN INVOICE FOR THE MONETARY LOSS IN TREE VALUE OR PARTIAL VALUE DUE TO DAMAGE TO EITHER THE ABOVE GROUND OR BELOW GROUND PORTIONS OF THE PARKWAY TREE, OR UNAUTHORIZED TREE REMOVAL.
- FORFEITURE OF BONDS ISSUED FOR THE WORK SHOULD FUNDS BE SUFFICIENT TO COVER TREE VALUES AND FINES.
- COSTS OF REPAIRS, SUCH AS PRUNING OR CABLING, OR COSTS FOR REMOVAL OF THE DAMAGED PARKWAY TREE ALONG WITH THE STUMP IF THE TREE CANNOT REMAIN IN THE RIGHT-OF-WAY.
- FINES FOR NON-COMPLIANCE ASSESSED PER CURRENT ADOPTED VILLAGE CODE.
- EACH DAY DURING WHICH A VIOLATION CONTINUES SHALL BE CONSTRUED AS A SEPARATE AND DISTINCT OFFENSE.

FOR MORE INFORMATION, CONTACT THE VILLAGE FORESTER AT 708-246-1800, EXT. 213. DO NOT CONTACT THE FORESTER TO SCHEDULE INSPECTIONS. ALL INSPECTION REQUESTS TO BE SUBMITTED TO INSPECTIONS@WSPRINGS.COM.



Village of Western Springs

STANDARD DETAIL PARKWAY TREE PROTECTION FENCE DETAIL T-1

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025

CONSTRUCTION AND TREE PRESERVATION AND PROTECTION SPECIFICATIONS FOR PARKWAY TREES

TO BE INCORPORATED INTO ALL CONSTRUCTION DOCUMENTS FOR APPROVED AND PERMITTED PROJECTS

THE FOLLOWING SPECIFICATIONS ARE GUIDELINES TO ENSURE THAT THE PARKWAY TREES ARE PROTECTED AND NOT DAMAGED DURING THE PROPOSED CONSTRUCTION. ALL INFORMATION BELOW IS NOT INCLUSIVE OF ALL APPLICABLE REQUIREMENTS, PERMITTEE IS RESPONSIBLE FOR ADHERENCE TO ALL SUPPLEMENTAL DOCUMENTATION, TO INCLUDE VILLAGE FORESTER'S ASSESSMENT, PARKWAY TREE PRESERVATION GUIDELINES AND PROTECTION MEASURES.

AS WITH ALL GUIDELINES, IT WILL BE IN THE CONTRACTOR'S BEST INTEREST, TO SCHEDULE A MEETING PRIOR TO CONSTRUCTION TO ENSURE THAT ALL QUESTIONS REGARDING PROPOSED WORK AND TREE IMPACTS ARE DISCUSSED AND AGREEMENT REACHED WITH THE VILLAGE FORESTER OR THEIR DESIGNEE.

PROXIMITY TO TREES

- ANY NEW SIDEWALK OR SIMILAR EXCAVATION TO BE MADE WILL REQUIRE PRIOR APPROVAL BY THE VILLAGE FORESTER.
- PRIOR TO PLACEMENT OF TREE PROTECTION FENCING, SITE MARKINGS INDICATING LIMITS OF REQUIRED PLACEMENT OF FENCING SHALL BE PROVIDED BY THE VILLAGE FORESTER AND INSPECTED ONCE INSTALLED.
- ANY PROPOSED WORK WITHIN 10-FEET OF THE TRUNK REQUIRES THE APPROVAL OF VILLAGE FORESTER OR THEIR DESIGNEE.
- IF THE PROPOSED IMPROVEMENT IS WITHIN 10-FEET OR LESS OF THE TREE TRUNK, THE TREE MAY BE REQUIRED TO BE REMOVED, AS DIRECTED BY THE VILLAGE FORESTER OR THEIR DESIGNEE.

TREE PRESERVATION FENCING

- A 6-FOOT HIGH POST-DRIVEN CHAIN LINK FENCE WITH METAL POSTS SPACED NO FURTHER THAN 10-FOOT APART WILL NEED TO BE ERCTED AS PER VILLAGE TREE PROTECTION DETAIL OR DIRECTED BY THE VILLAGE FORESTER. ANY EXCEPTIONS TO THE FENCE DIMENSIONS SHALL BE APPROVED BY THE VILLAGE FORESTER OR THEIR DESIGNEE.
- ENCLOSED TREE PROTECTION DETAIL SHALL BE PART OF THE CONSTRUCTION DOCUMENTS.
- TEMPORARY REMOVAL OR MODIFICATION OF REQUIRED PROTECTION FENCING NOT PERMITTED WITHOUT VILLAGE FORESTER'S APPROVAL.
- TREE PROTECTION SHALL BE REMOVED AFTER ALL CONSTRUCTION IS COMPLETE OR AS APPROVED BY THE VILLAGE FORESTER OR THEIR DESIGNEE.

TREE ROOT PRUNING

- ROOT PRUNING SHALL BE PERFORMED ON ANY TREE THAT IS MORE THAN 10-FEET FROM THE ADJACENT AREA OF CONSTRUCTION.
- ROOT PRUNING ON ANY TREE THAT IS LESS THAN 10-FEET AWAY FROM THE ADJACENT AREA OF CONSTRUCTION SHALL BE APPROVED BY THE VILLAGE FORESTER.
- ROOT PRUNING EQUIPMENT MUST BE APPROVED BY THE VILLAGE FORESTER PRIOR TO USE.
- HAND ROOT PRUNING WILL NOT BE PERMITTED UNLESS APPROVED BY THE VILLAGE FORESTER.

TREE CANOPY PRUNING

- TREE BRANCHES HANGING INTO THE TREE PROTECTION ZONE MAY BE PRUNED BY, OR UNDER THE SUPERVISION OF, A CERTIFIED TREE WORKER. DO NOT PRUNE MORE THAN 25% OF THE TREE'S CROWN OUT.
- ALL PRUNING CUTS MUST MEET ANSI A300-2001 STANDARDS.
- AMERICAN ELMS OR OAKS OF ANY KIND SHALL BE PRUNED ONLY DURING THE DORMANT SEASON AND REQUIRE WRITTEN PERMISSION AND INSTRUCTIONS FROM THE VILLAGE FORESTER.

TREE REMOVAL

- ALL PARKWAY TREE REMOVALS REQUIRE A WRITTEN APPROVAL FROM THE VILLAGE FORESTER PRIOR TO REMOVAL.
- APPROVED TREE REMOVALS MAY REQUIRE THE REIMBURSEMENT TO THE VILLAGE OF THE TREE VALUE AS DETERMINED BY THE VILLAGE FORESTER OR THEIR DESIGNEE. ADDITIONAL REQUIREMENTS CAN BE MANDATED BY THE VILLAGE FORESTER RELATED TO TREE REMOVAL AND PARKWAY RESTORATION.

DAMAGE TO TREES

- FAILURE TO FOLLOW THESE SPECIFICATIONS WILL RESULT IN THE CONTRACTOR REQUIRING TO POST A CASH BOND, EQUIVALENT TO THE VALUE OF EACH DAMAGED TREE, FOR A PERIOD NOT TO EXCEED 3 YEARS.
- BOND VALUE WILL BE DETERMINED BY THE VILLAGE FORESTER OR THEIR DESIGNEE.
- THE VILLAGE STAFF RESERVES THE RIGHT TO STOP THE JOB FOR ANY WORK THAT IS DETERMINED TO BE CAUSING, OR DETERMINED TO HAVE CAUSED, IRREPARABLE DAMAGE TO ANY PARKWAY TREE.



Village of Western Springs

STANDARD DETAIL PARKWAY TREE PRESERVATION SPECS T-2

NO.	DESCRIPTION	DATE
1.	VILLAGE ISSUED	06/16/2025



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: June 10, 2025

AGENDA ITEM D.2.

To: Public Works and Water Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Phase I & II Engineering Proposal from Baxter & Woodman for Spring Rock Park Combined Sewer Lining

Recommendation

Consider a recommendation to approve an engineering services agreement with Baxter & Woodman Consulting Engineers for Phase I (Preliminary) and Phase II (Design) services for the lining of the Village's combined sewer system through Spring Rock Park, from Burlington Avenue to the south end of 47th Street in an amount not to exceed \$66,100.00.

Summary

Attached for the Committee's review is an engineering proposal from Baxter & Woodman Consulting Engineers for Phase I (Preliminary) and Phase II (Design) services for the lining of the Village's combined sewer system through Spring Rock Park, from Burlington Avenue to the south end of 47th Street (Exhibit 1).

The Spring Rock Park combined sewer is a priority project identified in the Village's Capital Improvement Plan (CIP). The sewer is approximately 100 years old and is constructed of brick ranging in diameter from 18" to 36". The sewer serves as the primary combined sewage conveyance for Basin 3 which includes portions of the the Old Town North and Old Town South Subdivisions (Exhibit 2). The sewer is also connected to Combined Sewer Overflow #3 and #4 within the Village.

Phase 1 Engineering will comprise of an assessment of the sewer system and manholes, including the televising of all structures within the project area. Baxter & Woodman will serve as project management lead with National Power Rodding (NPR) for the televising and cleaning of the pipe. NPR currently holds the Village's contract for sewer televising and cleaning.

Phase II Engineering will consist of the development of design documents including construction documents, bid forms, and all other necessary contract documents. Baxter & Woodman will also prepare an Engineer's Estimate of Probable Cost (EOPC) for 2026 budget.

The preliminary project schedule is as follows:

- CCTV Review - June/July 2025
- Technical Memo - July 2025
- Phase 2 Design Kick-off Meeting - August 2025
- 60% Design/IEPA Permit - December 2025
- 90 % Design - February 2026
- Bid Advertisement - March 2026

The proposal from Baxter & Woodman is not to exceed \$66,100.00. This project will utilize 2025 referendum funding.

Financial Impact

Account 4402515 50331
Fund Sewer
2025 Budget Pending Referendum Funds
Project Cost \$66,100

Recommended Motion

I move to recommend to the Village Board the approval of an engineering services agreement with Baxter & Woodman Consulting Engineers for Phase I (Preliminary) and Phase II (Design) services for the lining of the Village's combined sewer system through Spring Rock Park, from Burlington Avenue to the south end of 47th Street in an amount not to exceed \$66,100.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2500812.00_Proposal_SpringRockSanSwrLine
2. Exhibit 1 - Lining - Pipe Location
3. Exhibit 2 - CSO - Basin Areas

May 16, 2025

Mr. Matthew Supert
Director of Municipal Services
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 605558

Subject: Spring Rock Park Sanitary Sewer Phase 1 and Phase 2 Engineering

Dear Mr. Supert:

The Spring Rock Park Sewer is a priority project for the Village during the current fiscal year, as the portion of pipe going under the park is nearing the end of its useful life. The 1,300 linear feet of pipe varies from 18 to 36 inches and is comprised of brick and clay pipe. The three manholes associated with this length of pipe are made of brick and will need to be lined as part of the project. Baxter & Woodman, Inc. will complete a Phase 1 assessment of the condition of the sewer and manholes, after National Power Rodding completes the televising as part of a separate contract with the Village, to determine the condition of the pipe and the best course of action to repair the section. Once the Phase 1 is completed, a Phase 2 design will begin on the associated sections after consultation with the Village. Design work will include coordination with the Park District to include a plat of construction easements prepared by Baxter & Woodman.

Baxter & Woodman is pleased to submit the following proposal. This proposal outlines our scope of services and engineering fee.

Scope of Services

1. The Engineer shall serve as the Village's professional engineering consultant in completion of the Project to which this Agreement applies.
2. The Engineer shall perform Phase 1 engineering, the following Engineering Services for the Village:
 - a. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the Project including, budget, schedule, and scope. Coordinate with Village project team to incorporate goals into the final Project.
 - b. MANHOLE ASSESSMENT – Review of manhole video (prepared by others) to identify the general condition of each component of the manholes and provide repair recommendations for approximately 3 sanitary manholes within the project area.

- c. **SANITARY SEWER CCTV REVIEW-** Review of CCTV video of the sanitary sewer to determine which sections of pipe will be able to be lined and which need to be open cut and replaced. Special consideration will be paid to the section of piping that the Village believes to be back pitched.
 - d. **TECHNICAL MEMORANDUM-** Prepare a technical memorandum to outline the findings from the CCTV review of the Sanitary Sewers and Manholes. This memorandum will outline the findings and recommendations based on the review as well as a cost estimate based on the findings.
3. The Engineer shall perform Phase 2 engineering after discussion with the Village to confirm the design parameters for the pipe sections which will include the following:
- a. **DRAWINGS** – Prepare Design Documents consisting of Drawings showing general scope, extent, and construction work to be furnished and performed by the Contractor.
 - b. **SPECIFICATIONS** – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, for sanitary sewer rehabilitation work. Provide final specifications to Village upon completion of design.
 - c. **SITE VISITS FOR DESIGNERS** – Conduct site visits by designers of sanitary sewer and manhole improvements to clarify discrepancies on the Drawings and confirm installation/rehabilitation methods.
 - d. **PEER AND CONSTRUCTABILITY REVIEWS** – Conduct QA/QC peer reviews of drawings and specifications. Utilize Construction Department personnel to provide a review of drawings and specifications. Make revisions based on comments from both engineering and construction departments.
 - e. **ENGINEER’S OPINION OF PROBABLE COST** – Prepare an opinion of probable construction cost based on the design documents.
 - f. **ASSISTANCE DURING BIDDING** – Assist in solicitation of construction bids from qualified bidders, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract. Issue Addenda to plan holders as necessary.

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, which in total will not exceed **\$66,100**.

This proposal is valid for 90 days from the date issued.

Schedule

CCTV Review- June 2025
Technical Memo- July 2025
Phase 2 Design Kick-off Meeting- August 2025
60% Design/IEPA Permit- December 2025
90 % Design- February 2026
Bid Advertisement- March 2026

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 Mark Siefert at 815.444.4482 or msiefert@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Carolyn A. Grieves, PE
Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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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.

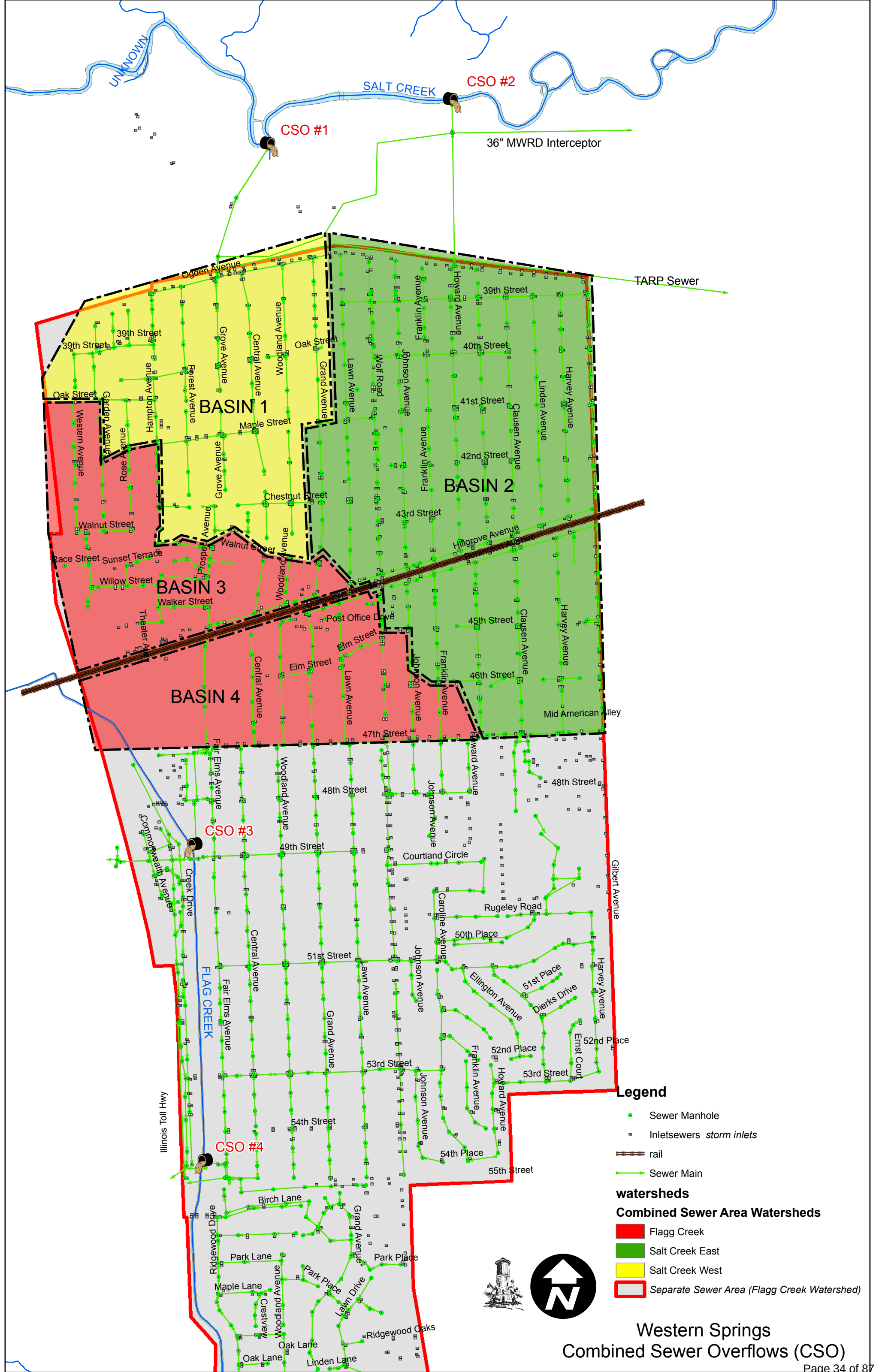
Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance 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.



Legend

- Sewer Manhole
- Inletsewers storm inlets
- rail
- Sewer Main

watersheds

Combined Sewer Area Watersheds

- Flagg Creek
- Salt Creek East
- Salt Creek West
- Separate Sewer Area (Flagg Creek Watershed)



**Western Springs
Combined Sewer Overflows (CSO)**



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: June 10, 2025

AGENDA ITEM D.3.

To: Public Works and Water Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: LSLR Phase 1 - CY24-25 - Amendment #1 to Construction Engineering Agreement

Recommendation

Consider a recommendation to approve Amendment No. 1 to the Professional Services Agreement (PSA) for the Phase III Lead Service Line Replacement Project, Construction Engineering Services.

Summary

Attached for the Committee's review is Amendment No. 1 to the Professional Services Agreement (PSA) for the Phase III Lead Service Line Replacement Project, Construction Engineering Services. The Village Board approved a Professional Services Agreement with HR Green in October 2024 for the Phase I (Year 1) construction supervision and IEPA submittals for the CY24-25 Lead Service Line Replacement Project in an amount of \$77,200.00.

The IEPA has requested the inclusion of language to all contracts participating in the Public Water Supply Loan Program (PWSLP) regarding documentation and records retention. This is a no cost change order to the contract and the Village approved similar amendments to the Phase I and Phase II Engineering contracts in November of 2024.

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the approve of Amendment No. 1 to the Professional Services Agreement (PSA) for the Phase III Lead Service Line Replacement Project, Construction Engineering Services.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Amd_1_2025-LSL-CM_05222025

2. HR Green PSA LSR Phase I Construction-executed



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this ____ day of ____, 2025 by and between, VILLAGE OF WESTERN SPRINGS the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Lead Service Lines Replacement – Phase 1 Construction Engineering Services

hereby amends the original Professional Services Agreement dated 10-15-2024 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

The below Item is added to the Agreement

Illinois EPA Public Water Supply Loan Program

1. The CLIENT is anticipating the Project to be funded through the Illinois EPA Public Water Supply Loan program (PWSLP) and the COMPANY shall maintain books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois EPA or any of its authorized representatives shall have access to books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The COMPANY shall have 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.

- ∇ Books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- ∇ Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- ∇ Information and reports resulting from access to records pursuant to subsection (1) above shall be disclosed to the Agency. The auditing agency shall afford the COMPANY 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.

Records under this section shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 664.650 of the procedures for issuing loans



from the PWSLP, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the CLIENT shall have the right to annul this Agreement 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.

2. The COMPANY agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the COMPANY acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
3. The COMPANY shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The COMPANY 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 COMPANY 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.

COMPANY Project Number: 2202505.01

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:

☒ N/A

The amendment is a zero-cost change to the original agreement. The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Seventy-Seven Thousand Two Hundred and Twenty Dollars (\$77,220)

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.

VILLAGE OF WESTERN SPRINGS

HR GREEN, INC.

By: _____

By: _____

Kevin J. Berry



PROFESSIONAL SERVICES AGREEMENT

For

**Western Springs – Lead Service Line Replacement – Phase 1
Construction Observation (Full-Time)**

Mr. Matthew Supert
Village of Western Springs
740 Hillgrove
Western Springs, IL, 60558
708.246.1800

Prepared By:

Kevin J. Berry, P.E.
HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, IL, 60506

HR Green Project Number: 2202505.01

October 15, 2024

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS



THIS **AGREEMENT** is between VILLAGE OF WESTERN SPRINGS (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the request from Mr. Matthew Supert, Director of Municipal Services to perform construction engineering services for the Phase 1 Lead Service Line Replacement Project located in the Village of Western Springs, IL.

The services required for this project are to include construction observation services (full-time) for replacement of lead service lines for 42 properties in the Village of Western Springs from the watermain to the curb box (public side) and from the 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 and driveway restoration, sodding, tree protection, tree root pruning, and other work in accordance with the plans and specifications.

As requested by the CLIENT, **Full-Time** Construction Observation services associated with the Village of Western Springs – Lead Service Line Replacement – Phase 1 Project, located in the Village are detailed within this contract/proposal.

Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

1.2 Design Criteria/Assumptions

The project is anticipated to be advertised for construction bids in early 2025 with a start date in the spring of 2025. The project includes 42 lead service replacement locations throughout the village limits. The designer anticipates that the project will take 50 days to complete, unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as **Full-Time** observation of the project and it is anticipated that the contractor will complete the project within the 50 Working Days allotted for in the contract. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Construction Observation

A. Project Startup



COMPANY will complete a preconstruction video of the proposed construction locations to document the existing conditions prior to the start of construction. COMPANY will also utilize this time to prepare its filing system to contract documentation standards and incorporate project specific information into construction management software for project tracking and management.

The project startup also allows HR Green design and construction personnel time to review the plans and specification prior to the start of the project, attend preconstruction meeting with the contractor and CLIENT. COMPANY will coordinate and provide notifications with the CLIENT and property owners prior to starting construction. COMPANY will mark, measure and document contract removal payment items prior to the contractor starting work.

B. Construction Observation

COMPANY will provide **Full-time** Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. **Note that the Full-time Construction Observation Services are based on 50 Working Days for the Lead Service Line Replacement – Phase 1 Project.** COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction as applicable.

COMPANY will complete a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the Special Provisions of this contract. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, and subcontractors.

COMPANY anticipates that there will be construction meetings with the CLIENT, the contractor, subcontractors, and residents during the standard work week. Attendance at these various coordination meetings is included within the allocated 8 hours/day for Full-Time Construction Technician in staffing of the project for the length of the Construction Schedule as estimated above in Section 2.0B. These coordination meetings are anticipated to begin after the start of construction. COMPANY will complete an agenda and meeting notes for the construction meeting. Upon completion of the meeting notes, COMPANY will distribute the meeting minutes to all entities.



D. Administration/Coordination

This task will involve administrative functions which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

Company will coordinate final quantities and project punch lists. COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

3.0 Deliverables and Schedules Included in this Agreement

Anticipated Project Schedule:

- *Local Bid Opening – January 15, 2025*
- *Construction Start – March 1, 2025*
- *Construction Completion – (50 Working Days) or by May 10, 2025*
- *Project Closeout – May 31, 2025*

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- A. Permit fees as applicable;
- B. Regulated Substances Monitoring & Reporting*;
- C. Right of way and easement plat preparation*;
- D. Construction staking and layout*;
- E. Record Drawings*, and
- F. GIS Drawings and Files*

*COMPANY can provide services as required with addendum to Agreement.

COMPANY shall not supervise, direct, or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.



COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

N/A.

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

- A. Attend weekly project construction review/coordination meetings;
- B. Process contractors pay request, after approved by COMPANY

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.



7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$77,220.**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Construction Observation & Admin, Pre-Con. Mtg.	475	\$ 73,220.00	\$ 4,000.00	
Subtotals:	475	\$ 73,220.00	\$ 4,000.00	
Contract Total:			\$ 77,220.00	

(1) **Direct Costs** - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs.

Details are available upon request.

(2) **Construction Observation Services** are based on estimated (50 Resident Engineer + 10 Project Manager = 60 Trips) Field Observation Days (50 working days), 10 P.M. visits at progress meetings with contractor, documentation, and coordination efforts per Scope of Services.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not



terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following



completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during



which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide



professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;

- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.28 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.29 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.



8.30 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Kevin J. Berry, P.E. Project Manager

Approved by: _____

Ravi Jayaraman

Printed/Typed Name: Ravi Jayaraman, PE

Title: Principal

Date: _____

2-10-2025

VILLAGE OF WESTERN SPRINGS

Accepted by: _____

Heidi Rudolph

Printed/Typed Name: Heidi Rudolph

Title: Village President

Date: _____

2-20-2025



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: June 10, 2025

AGENDA ITEM D.4.

To: Public Works and Water Committee

From: Matthew Supert, Director of Municipal Services, Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: Preliminary Engineering and Project Scoping Services Proposal from V3 Companies for 2025 Referendum Projects

Recommendation

Consider a recommendation to approve a Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects from V3 Companies in an amount not to exceed \$107,760.00

Summary

Attached for the Committee's review is a proposal from V3 Companies to provide engineering services related to the project task scoping for the 2025 Referendum and Village Capital Improvement Plan. The Village has engaged each of its engineering firms to complete project scoping reports for the projects identified in the 2025 Capital Improvement Plan. The purpose of the scoping proposals is to provide the following general information:

- Evaluate and verify project limits for each project within the plan and to provide updated engineering and construction costs.
- Confirm limits of water, sanitary and storm sewer improvements for each project area.
- Evaluate curb, gutter, and sidewalk replacement needs.
- Perform geotechnical work, including soil and roadway base assessment, and pavement coring to assist with determining the appropriate rehabilitation method.
- Coordinate sewer televising for existing storm and sanitary sewer within project limits.
- Generate a scoping memo outlining expected work on each project area, updating construction costs and Phase II/III Engineering costs.

The proposal from V3 Companies is not to exceed \$107,760.00. This project will utilize 2025 referendum funding.

Financial Impact

Account	TBD
Fund	Infrastructure (TBD)

2025 Budget Pending Referendum Funds
Project Cost \$107,760.00

Recommended Motion

I move to recommend to the Village Board the approval of a Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects from V3 Companies in an amount not to exceed \$107,760.00

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Scoping Task Order 06032025



June 3, 2025

Matthew A. Supert
Director of Municipal Services
Village of Western Springs
740 Hillgrove
Western Springs, IL 60558

Re: CIP/Referendum Projects Scoping Task Order

Dear Mr. Supert,

Thank you for the opportunity to submit this CIP/Referendum scoping task order. The intent of the task order is to confirm the project limits of each project assigned to V3 (Exhibit 1), expected work to be performed and verify and update engineering and construction costs for each segment assigned.

The following is a list of tasks to be completed for the proposed project scoping assignment:

- Verify limits of each street segment to be completed. Confirm limits of water, sewer and storm sewer improvements.
- Evaluate curb and gutter and sidewalk. If curb and gutter replacement reaches 30-35%, we recommend complete replacement of the curb and gutter.
- Perform geotechnical work (sub-consultant), pavement cores and borings. This information will be utilized to verify the appropriate pavement rehabilitation treatment recommended for each street. Exhibit 1 illustrates the number of pavement cores and borings per segment. Evaluate pavement condition of each segment.
- Coordinate the televising (sub-consultant) of both storm sewer and sanitary sewer pipe within the limits of the projects assigned to V3.
- A scoping memo will be generated highlighting the expected work per street segment and the necessary Phase II/III engineering tasks associated with the work.
- Verification and updating of the anticipated construction costs will be included.
- Phase II and III costs will also be included as part of the scoping memo.

Below are the fees (Fee Breakdown - Exhibit 2) associated with the scoping task:

CIP/Referendum Scoping Work

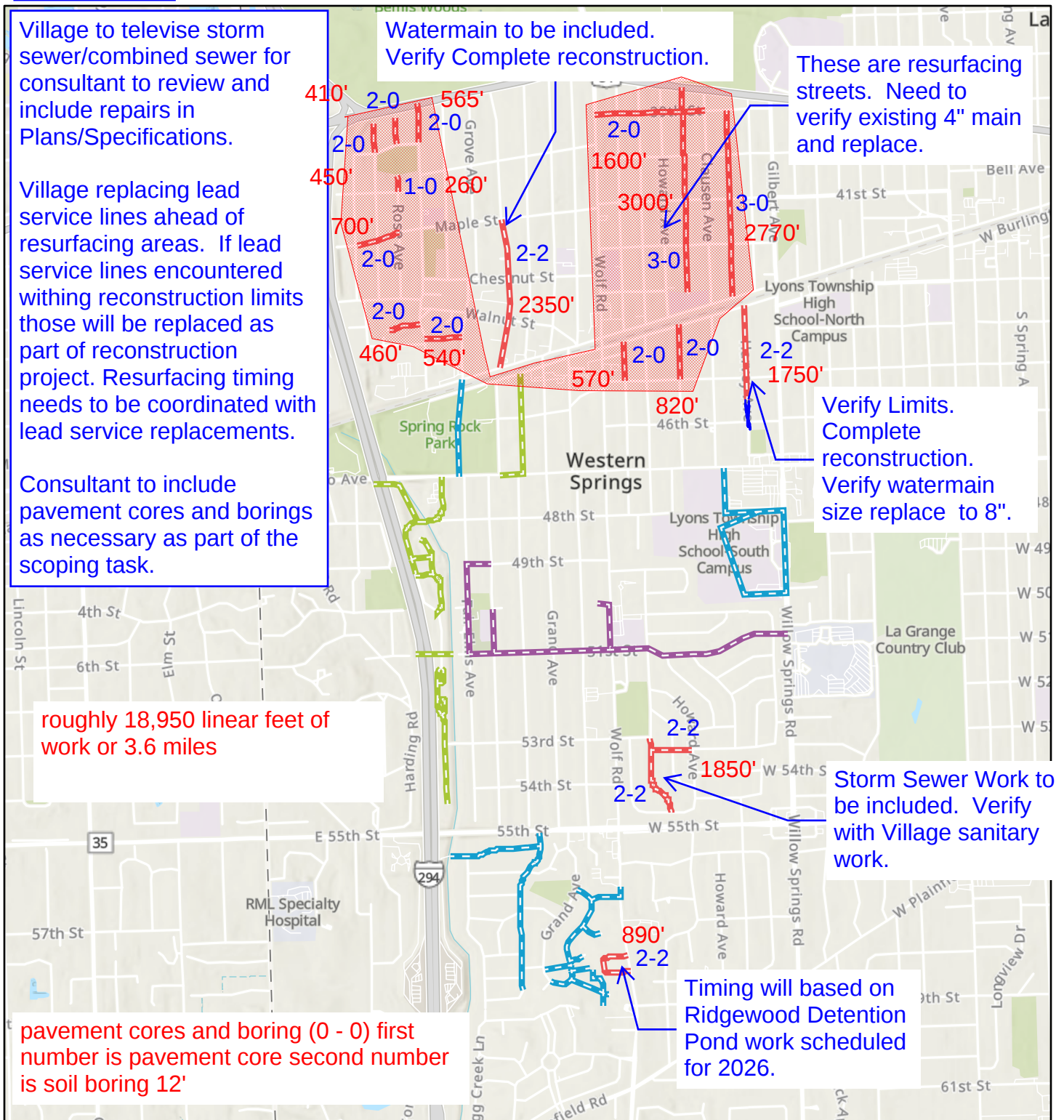
Labor	\$ 17,760.00	
Direct Costs	\$ 25,000.00	Pavement Cores (38) and Borings (10 - 12' Borings)
	\$ 65,000.00	Storm and Sanitary Sewer Televising
Total	\$ 107,760.00	

Our project manager for this work will be Jason Holy, P.E. His contact information is email, jholy@v3co.com, or cell, 630.254.1522. We expect this work to be completed within 2-3 months pending the availability of the televising sub-contractor. Please feel free to contact either one of us to discuss. Thank you again for the opportunity to help deliver the Village's CIP program.

Sincerely,
V3 Companies, Ltd.

Kurt Corrigan, P.E.
Vice President of Municipal Services

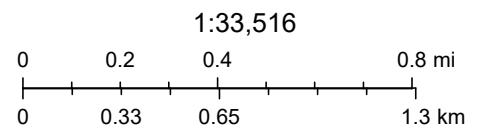
Enclosures: Exhibits 1 and 2



4/11/2025

...Sorted by Firm

V3



CIP_Referendum Roadway and Utility Project
Village of Western Springs
Scoping Task Order

EXHIBIT 2

Date
6/3/2025 12:06

Scoping Task Order		Principal/Director	Senior Project Manager	Project Engineer I	Estimated Level of Effort	Per Task Cost
Task						
Field Verification - Verify limits, water, sewer storm sewer work, C/G and sidewalk evaluation		4	12	40	56	\$ 9,300.00
Scoping Memo		4	8		12	\$ 2,800.00
Phase II/III Estimated scope items and fee		4	8		12	\$ 2,800.00
Update Construction Costs		2	8	4	14	\$ 2,860.00
					0	
					0	
					0	
Total Level of Effort (HOURS)		14	36	44	94	
2025 Hourly Rate (\$/hr) - Includes 2.8 Multiplier		\$ 250.00	\$ 225.00	\$ 140.00		
Labor Costs		\$ 3,500	\$ 8,100	\$ 6,160	\$ 17,760	\$ 17,760
Total Labor Costs		\$ 17,760				
Total Direct Costs - Geotech - Pavement Cores and Borings		\$ 25,000				
Total Direct Costs - Sewer Televising		\$ 65,000				
Project Total		\$ 107,760				



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: June 10, 2025

AGENDA ITEM D.5.

To: Public Works and Water Committee

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: Change Order #1 for Burlington Avenue Water Main and Streetscape Improvements

Recommendation

Consider a recommendation to approve Change Order #1 for the Burlington Avenue Water Main and Streetscape Improvements Project.

Summary

Staff recommends approval of Change Order #1 for the Burlington Avenue Water Main and Streetscape project. This deductive change order reflects a significant reduction in the final project cost relative to the original contract amount. The original contract with H. Linden and Sons Sewer and Water for the project was \$1,623,349.00. The final contract value is \$1,239,187.59 which is a reduction to the contract of \$384,161.41 which represents a 23.7% reduction in contract value.

The cost savings are primarily due to value engineering of the electrical system for the planter beds, which was a collaborative effort between the Public Works Superintendent Chris Breakey, V3 (our engineering consultant), and the electrical subcontractor Utility Dynamics Corporation. Additionally, several other contract work items required less material or labor than initially anticipated, further reducing overall project expenses.

Approval of Change Order #1 will formally close out the contract and document the final project cost. The Contractor has agreed to final quantities and has signed off on the proposed change order. V3 companies, the Village's consultant for the construction engineering phase of the project, prepared and signed off on the change order.

Financial Impact

The overall cost reduction will result in savings to both the water fund and the TIF fund. These were the two funds utilized to pay for the project.

Recommended Motion

I move to recommend to the Village Board the approval of Change Order #1 for the Burlington Avenue Water Main and Streetscape Improvements Project.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Change order 1 - Burlington Avenue Water Main and Streetscape Improvements

CHANGE ORDER FORM

PROJECT:	<u>Burlington Ave. Water Main & Streetscape Improvements</u>	DATE OF ISSUANCE:	<u>5-20-25</u>
OWNER:	<u>Village of Western Springs</u>	ENGINEER:	<u>Ryan Christoffel (V3)</u>
CONTRACTOR:	<u>H. Linden & Sons</u>	ENGINEER's Project No.	<u>001</u>

You are directed to make the following changes in the Contract Documents:

Description: Final balancing of contract line items

Purpose of Change Order: Final Balancing

Attachments: Pay Item Balance Sheet

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,623,349.00

Previous Change Orders:
No. - to No. -

Current Contract Price: \$1,623,349.00

Net increase/decrease of this Change Order: FINAL BALANCING \$ (384,161.41)

Contract Price with this Change Order:
FINAL CONSTRUCTION COST \$ 1,239,187.59

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion:
Completion:

Change from previous Change Orders:

Current Contract Time:
Substantial Completion:
Completion:

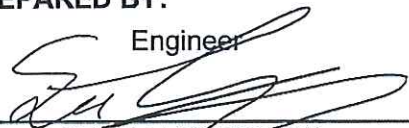
Net increase/decrease of this Change Order:

Contract Time with this Change Order:
Substantial Completion:
Completion:

NOTE: USE ANYTIME THE CHANGE ORDER EXCEEDS \$10,000 ± OR 30 DAYS EXTENSION.

Pursuant to 720 ILCS 5/33E-9, (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, (2) the change is germane to the original contract as signed, and (3) the change order is in the best interest of the Village of Municipality Name, Illinois.

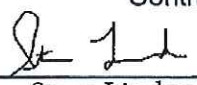
PREPARED BY:

By 
Name SEAN LUDWIG (V3)
Title Construction Project Manager

APPROVED:

By _____
Name _____
Title _____
Municipality

ACCEPTED:

By 
Name Steve Linden
Title Secretary/Treasurer
Contractor

RECOMMENDED BY:

By _____
Name _____
Client Manager

ITEMS ADDED TO CONTRACT

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	AS-BID		COMPLETED TO DATE		BALANCE
				# OF UNITS	EXTENSION	# OF UNITS	EXTENSION	ADDITIONS / DEDUCTIONS
00000001	PRECONSTRUCTION VIDEO RECORDING	LSUM	\$ 1,800.00	1	\$ 1,800.00	1.00	\$ 1,800.00	\$ -
00000002	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	\$ 82,000.00	1	\$ 82,000.00	1.00	\$ 82,000.00	\$ -
00000003	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	\$ 10,000.00	1	\$ 10,000.00	1.00	\$ 10,000.00	\$ -
00000004	MOBILIZATION	LSUM	\$ 10,000.00	1	\$ 10,000.00	1.00	\$ 10,000.00	\$ -
00000005	INLET FILTERS	EACH	\$ 180.00	14	\$ 2,520.00	10.00	\$ 1,800.00	\$ (720.00)
00000006	CHANGEABLE MESSAGE SIGN	CAL DA	\$ 41.00	248	\$ 10,168.00	170.00	\$ 6,970.00	\$ (3,198.00)
00000007	TEMPORARY INFORMATION SIGNING	SQFT	\$ 20.00	52	\$ 1,040.00	52.00	\$ 1,040.00	\$ -
00000008	TRENCH UNDERCUT	CUYD	\$ 48.00	30	\$ 1,440.00	0.00	\$ -	\$ (1,440.00)
00000009	DUCTILE IRON WATER MAIN, 8-INCH RJT, OPEN CUT	FOOT	\$ 170.00	89	\$ 15,130.00	82.00	\$ 13,940.00	\$ (1,190.00)
00000010	DUCTILE IRON WATER MAIN, 8-INCH, OPEN CUT	FOOT	\$ 180.00	526	\$ 94,680.00	516.00	\$ 92,880.00	\$ (1,800.00)
00000011	DUCTILE IRON WATER MAIN, 8-INCH RJT, OPEN CUT	FOOT	\$ 200.00	405	\$ 81,000.00	433.00	\$ 86,600.00	\$ 5,600.00
00000012	GATE VALVE, 6-INCH	EACH	\$ 3,000.00	1	\$ 3,000.00	1.00	\$ 3,000.00	\$ -
00000013	GATE VALVE, 8-INCH	EACH	\$ 3,000.00	5	\$ 15,000.00	5.00	\$ 15,000.00	\$ -
00000014	VALVE BOX, 6-INCH	EACH	\$ 300.00	1	\$ 300.00	2.00	\$ 600.00	\$ 300.00
00000015	VALVE BOX, 8-INCH	EACH	\$ 300.00	5	\$ 1,500.00	5.00	\$ 1,500.00	\$ -
00000016	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	\$ 9,000.00	2	\$ 18,000.00	2.00	\$ 18,000.00	\$ -
00000017	FIRE HYDRANT BARREL EXTENSION	VFT	\$ 1,000.00	3	\$ 3,000.00	1.00	\$ 1,000.00	\$ (2,000.00)
00000018	ADDITIONAL WATER MAIN FITTINGS	POUND	\$ 1.00	500	\$ 500.00	125.60	\$ 125.60	\$ (374.40)
00000019	WATER MAIN CONNECTION (NON-PRESSURE) 6-INCH	EACH	\$ 4,000.00	4	\$ 16,000.00	3.00	\$ 12,000.00	\$ (4,000.00)
00000020	WATER MAIN CONNECTION (NON-PRESSURE) 8-INCH	EACH	\$ 5,000.00	1	\$ 5,000.00	2.00	\$ 10,000.00	\$ 5,000.00
00000021	WATER SERVICE REPLACEMENT, PUBLIC, SHORT SIDE, 2-INCH	EACH	\$ 5,000.00	1	\$ 5,000.00	1.00	\$ 5,000.00	\$ -
00000022	WATER SERVICE REPLACEMENT, PUBLIC, LONG SIDE, 1.5-INCH	EACH	\$ 5,000.00	17	\$ 85,000.00	9.00	\$ 45,000.00	\$ (40,000.00)
00000023	WATER SERVICE REPLACEMENT, PUBLIC, LONG SIDE, 2-INCH	EACH	\$ 7,000.00	2	\$ 14,000.00	2.00	\$ 14,000.00	\$ -
00000024	RECONNECT EXISTING SERVICE TO WATER MAIN AND CORP STOP, 3/4-INCH	EACH	\$ 2,000.00	1	\$ 2,000.00	1.00	\$ 2,000.00	\$ -
00000025	RECONNECT EXISTING SERVICE TO WATER MAIN AND CORP STOP, 1-INCH	EACH	\$ 3,000.00	1	\$ 3,000.00	1.00	\$ 3,000.00	\$ -
00000026	PRIVATE LEAD WATER SERVICE PIPE REPLACEMENT - CURB STOP TO WATER METER, 1.5-INCH	EACH	\$ 6,000.00	5	\$ 30,000.00	3.00	\$ 18,000.00	\$ (12,000.00)
00000027	PRIVATE LEAD WATER SERVICE PIPE REPLACEMENT - CURB STOP TO WATER METER, 2-INCH	EACH	\$ 9,000.00	1	\$ 9,000.00	0.00	\$ -	\$ (9,000.00)
00000028	WATER SERVICE POTHOLES	EACH	\$ 500.00	6	\$ 3,000.00	13.00	\$ 6,500.00	\$ 3,500.00
00000029	TEMPORARY LINE STOP, 6-INCH	EACH	\$ 8,000.00	3	\$ 24,000.00	1.00	\$ 8,000.00	\$ (16,000.00)
00000030	TEMPORARY LINE STOP, 8-INCH	EACH	\$ 8,500.00	1	\$ 8,500.00	0.00	\$ -	\$ (8,500.00)
00000031	ABANDONMENT OF EXISTING WATER MAIN AND APPURTENANCES, REMOVE FIRE HYDRANT	EACH	\$ 750.00	1	\$ 750.00	1.00	\$ 750.00	\$ -
00000032	ABANDONMENT OF EXISTING WATER MAIN AND APPURTENANCES, FILLING VALVE VAULTS	EACH	\$ 1,000.00	6	\$ 6,000.00	6.00	\$ 6,000.00	\$ -
00000033	SANITARY SEWER REMOVAL AND INSTALLATION, WMQ, 8-INCH	FOOT	\$ 500.00	32	\$ 16,000.00	80.30	\$ 40,150.00	\$ 24,150.00
00000034	SANITARY SEWER REMOVAL AND INSTALLATION, WMQ, 10-INCH	FOOT	\$ 600.00	21	\$ 12,600.00	0.00	\$ -	\$ (12,600.00)
00000035	STORM SEWER REMOVAL AND INSTALLATION, WMQ, 8-INCH	FOOT	\$ 200.00	37	\$ 7,400.00	10.00	\$ 2,000.00	\$ (5,400.00)
00000036	STORM SEWER REMOVAL AND INSTALLATION, WMQ, 12-INCH	FOOT	\$ 148.00	102	\$ 15,096.00	8.50	\$ 1,258.00	\$ (13,838.00)
00000037	SANITARY SERVICE LINE RELOCATION	EACH	\$ 8,000.00	2	\$ 16,000.00	1.00	\$ 8,000.00	\$ (8,000.00)
00000038	CLASS B PATCHES, 8 INCH	SQYD	\$ 178.00	40	\$ 7,120.00	27.40	\$ 4,877.20	\$ (2,242.80)
00000039	CLASS D PATCHES, 9 INCH	SQYD	\$ 91.00	1,300	\$ 118,300.00	1,063.90	\$ 96,814.90	\$ (21,485.10)
00000040	TEMPORARY PATCHING	SQYD	\$ 40.00	40	\$ 1,600.00	259.90	\$ 10,396.00	\$ 8,796.00
00000041	REMOVE AND REINSTALL BRICK PAVER	SQFT	\$ 100.00	25	\$ 2,500.00	25.00	\$ 2,500.00	\$ -
00000042	PCG SIDEWALK REMOVAL AND REPLACEMENT	SQFT	\$ 16.00	5,400	\$ 86,400.00	1,689.70	\$ 27,035.20	\$ (59,364.80)

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	AS-BID		COMPLETED TO DATE		BALANCE ADDITIONS / DEDUCTIONS
				# OF UNITS	EXTENSION	# OF UNITS	EXTENSION	
00000043	EXPOSED AGGREGATE SIDEWALK REMOVAL AND REPLACEMENT	SQFT	\$ 39.00	90	\$ 3,510.00	84.10	\$ 3,279.90	\$ (230.10)
00000044	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, TYPE B-6.12	FOOT	\$ 61.00	350	\$ 21,350.00	251.00	\$ 15,311.00	\$ (6,039.00)
00000045	SHORT TERM PAVEMENT MARKING	FOOT	\$ 3.00	785	\$ 2,355.00	746.20	\$ 2,238.60	\$ (116.40)
00000046	SHORT TERM PAVEMENT MARKING REMOVAL	SQFT	\$ 8.00	393	\$ 3,144.00	0.00	\$ -	\$ (3,144.00)
00000047	REMOVAL AND REINSTALLATION OF SIGNS	EACH	\$ 1,000.00	3	\$ 3,000.00	0.00	\$ -	\$ (3,000.00)
00000048	SOIL TESTS FOR CONTAMINANTS	EACH	\$ 1,000.00	3	\$ 3,000.00	5.00	\$ 5,000.00	\$ 2,000.00
00000049	CONTAMINATED WASTE DISPOSAL	CUYD	\$ 94.00	30	\$ 2,820.00	30.00	\$ 2,820.00	\$ -
00000050	ELECTRIC SERVICE INSTALLATION	EACH	\$ 3,025.00	1	\$ 3,025.00	1.00	\$ 3,025.00	\$ -
00000051	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	\$ 5,100.00	1	\$ 5,100.00	1.00	\$ 5,100.00	\$ -
00000052	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	\$ 73.00	220	\$ 16,060.00	0.00	\$ -	\$ (16,060.00)
00000053	UNIT DUCT, 600V 2-1C NO.2, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	\$ 30.00	3,120	\$ 93,600.00	0.00	\$ -	\$ (93,600.00)
00000053A	UNIT DUCT, 600V 2-1C NO.2, 1/C NO.8 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	\$ 28.00			767.00	\$ 21,476.00	\$ 21,476.00
00000054	UNIT DUCT, 600V 2-1C NO.8, 1/C NO.8 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	\$ 24.00	970	\$ 23,280.00	0.00	\$ -	\$ (23,280.00)
00000054A	Underground Conduit, CNC, 1-1/4" Dia. Poly	FOOT	\$ 18.00			779.00	\$ 14,022.00	\$ 14,022.00
00000054B	Electric Cable In Conduit, 600V (XLP-TYPE USE) 2-1C No.8, 1/C No. 8 Ground	FOOT	\$ 5.00			788.00	\$ 3,940.00	\$ 3,940.00
00000055	LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 200AMP	EACH	\$ 21,980.00	1	\$ 21,980.00	0.00	\$ -	\$ (21,980.00)
00000055A	Lighting Controller, 240V, 100A	EACH	\$ 15,000.00			1.00	\$ 15,000.00	\$ 15,000.00
00000056	MAINTAIN EXISTING LIGHTING SYSTEM	L SUM	\$ 7,680.00	1	\$ 7,680.00	1.00	\$ 7,680.00	\$ -
00000057	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 2-1/C NO. 2, 1/C NO. 6 GROUND	FOOT	\$ 50.00	80	\$ 4,000.00	0.00	\$ -	\$ (4,000.00)
00000057A	Electric Cable in Conduit, 600V (XLP-TYPE USE) 2-1C No. 6, 1/C No. 8 Ground	FOOT	\$ 10.00			180.00	\$ 1,800.00	\$ 1,800.00
00000058	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 3/0, 1/C NO. 4 GROUND	FOOT	\$ 75.00	80	\$ 6,000.00	0.00	\$ -	\$ (6,000.00)
00000058A	Electric Cable in Conduit, 600V (XLP-TYPE USE) 3-1C No. 2	FOOT	\$ 15.00			510.00	\$ 7,650.00	\$ 7,650.00
00000059	COMBINED TREE ACCENT LIGHT & GFCI OUTLET	EACH	\$ 5,500.00	18	\$ 99,000.00	0.00	\$ -	\$ (99,000.00)
00000059A	Combined Tree Accent Light & GFCI Outlet	EACH	\$ 4,000.00			15.00	\$ 60,000.00	\$ 60,000.00
00000059B	Flush Mount GFCI Outlet	EACH	\$ 2,000.00			4.00	\$ 8,000.00	\$ 8,000.00
00000060	METAL HELIX FOUNDATION, COMBINED TREE ACCENT LIGHT & GFCI OUTLET	EACH	\$ 2,400.00	18	\$ 43,200.00	0.00	\$ -	\$ (43,200.00)
00000061	REPAIR EXISTING LIGHT POLE FOUNDATION	EACH	\$ 3,200.00	7	\$ 22,400.00	2.00	\$ 6,400.00	\$ (16,000.00)
00000062	PAINT EXISTING LIGHT POLE UNIT AND CLEAN EXISTING LIGHTING FIXTURE	EACH	\$ 3,200.00	7	\$ 22,400.00	0.00	\$ -	\$ (22,400.00)
00000062A	Remove & Reinstall Lighting Unit With New Cable & Fuse Kits	EACH	\$ 2,000.00			7.00	\$ 14,000.00	\$ 14,000.00
00000063	HANDHOLE TO BE ADJUSTED	EACH	\$ 2,500.00	2	\$ 5,000.00	1.00	\$ 2,500.00	\$ (2,500.00)
00000063A	2" Poly Service Conduit	FOOT	\$ 27.60			145.00	\$ 4,002.00	\$ 4,002.00
00000063B	HANDHOLE COMP CONC 6X8X6	EACH	\$ 1,000.00			2.00	\$ 2,000.00	\$ 2,000.00
00000063C	HANDHOLE COMP CONC 11X18X18	EACH	\$ 1,200.00			2.00	\$ 2,400.00	\$ 2,400.00
00000063D	RECEPTACLE OUTLETS	EACH	\$ 2,200.00			1.00	\$ 2,200.00	\$ 2,200.00
00000064	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	\$ 25.00	22	\$ 550.00	94.00	\$ 2,350.00	\$ 1,800.00
00000065	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	\$ 35.00	77	\$ 2,695.00	0.00	\$ -	\$ (2,695.00)
00000066	RAISED PLANTER BED REMOVAL	EACH	\$ 1,500.00	13	\$ 19,500.00	13.00	\$ 19,500.00	\$ -
00000067	TOPSOIL FURNISH AND PLACE, 24" (SPECIAL)	SQ YD	\$ 24.00	133	\$ 3,192.00	97.90	\$ 2,349.60	\$ (842.40)
00000068	REMOVING INLETS	EACH	\$ 50.00	1	\$ 50.00	1.00	\$ 50.00	\$ -
00000069	STORM SEWER REMOVAL 8"	FOOT	\$ 5.00	6	\$ 30.00	4.00	\$ 20.00	\$ (10.00)
00000070	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	\$ 100.00	6	\$ 600.00	0.00	\$ -	\$ (600.00)
00000071	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	\$ 124.00	70	\$ 8,680.00	94.00	\$ 11,656.00	\$ 2,976.00
00000072	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	\$ 4,000.00	1	\$ 4,000.00	1.00	\$ 4,000.00	\$ -
00000073	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	\$ 3,000.00	1	\$ 3,000.00	1.00	\$ 3,000.00	\$ -
00000074	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	\$ 3,000.00	1	\$ 3,000.00	2.00	\$ 6,000.00	\$ 3,000.00

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	AS-BID		COMPLETED TO DATE		BALANCE
				# OF UNITS	EXTENSION	# OF UNITS	EXTENSION	ADDITIONS / DEDUCTIONS
00000075	CONNECTION TO EXISTING SEWER	EACH	\$ 2,000.00	3	\$ 6,000.00	3.00	\$ 6,000.00	\$ -
00000076	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	EACH	\$ 500.00	1	\$ 500.00	0.00	\$ -	\$ (500.00)
00000077	TRENCH DRAIN	FOOT	\$ 500.00	10	\$ 5,000.00	10.00	\$ 5,000.00	\$ -
00000078	AGGREGATE BASE COURSE, TYPE B	TON	\$ 31.00	50	\$ 1,550.00	53.00	\$ 1,643.00	\$ 93.00
00000079	SIDEWALK REMOVAL	SQ FT	\$ 5.00	685	\$ 3,425.00	447.80	\$ 2,239.00	\$ (1,186.00)
00000080	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$ 16.00	2,426	\$ 38,816.00	1,914.40	\$ 30,630.40	\$ (8,185.60)
00000081	PORTLAND CEMENT CONCRETE PAVEMENT 8"	SQ YD	\$ 175.00	60	\$ 10,500.00	53.80	\$ 9,415.00	\$ (1,085.00)
00000082	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	\$ 74.00	285	\$ 21,090.00	248.00	\$ 18,352.00	\$ (2,738.00)
00000083	BOLLARD, 6" DIA	EACH	\$ 2,500.00	12	\$ 30,000.00	29.00	\$ 72,500.00	\$ 42,500.00
00000084	BOLLARD, 8" DIA WITH TRENCH FOUNDATION	EACH	\$ 4,000.00	17	\$ 68,000.00	0.00	\$ -	\$ (68,000.00)
00000085	DETECTABLE WARNINGS	SQ FT	\$ 42.00	50	\$ 2,100.00	60.00	\$ 2,520.00	\$ 420.00
00000086	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$ 48.00	140	\$ 6,720.00	138.10	\$ 6,628.80	\$ (91.20)
00000087	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	\$ 91.00	13	\$ 1,183.00	11.50	\$ 1,046.50	\$ (136.50)
00000088	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	\$ 30.00	43	\$ 1,290.00	3.10	\$ 93.00	\$ (1,197.00)
00000089	PAINT PAVEMENT MARKING - LINE 4"	FOOT	\$ 10.00	350	\$ 3,500.00	948.00	\$ 9,480.00	\$ 5,980.00
00000090	PAINT PAVEMENT MARKING - LINE 6"	FOOT	\$ 12.00	100	\$ 1,200.00	0.00	\$ -	\$ (1,200.00)
00000091	PAINT PAVEMENT MARKING - LINE 12"	FOOT	\$ 15.00	135	\$ 2,025.00	114.20	\$ 1,713.00	\$ (312.00)
00000092	PAINT PAVEMENT MARKING - LINE 24"	FOOT	\$ 30.00	30	\$ 900.00	14.50	\$ 435.00	\$ (465.00)
00000093	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	\$ 52.00	78	\$ 4,056.00	80.00	\$ 4,160.00	\$ 104.00
00000094	SIGN PANEL - TYPE 1	SQ FT	\$ 15.00	65	\$ 975.00	43.00	\$ 645.00	\$ (330.00)
00000095	TELESCOPING STEEL SIGN SUPPORT	FOOT	\$ 21.00	94	\$ 1,974.00	0.00	\$ -	\$ (1,974.00)
00000096	DECORATIVE SITTING WALL WITH STONE VENEER FINISH	FOOT	\$ 3,000.00	15	\$ 45,000.00	0.00	\$ -	\$ (45,000.00)
00000096A	SITTING WALL FOOTING	DOLLAR	\$ 12,000.00			1.00	\$ 12,000.00	\$ 12,000.00
00000097	PLANT CONTAINER	EACH	\$ 10,000.00	2	\$ 20,000.00	2.00	\$ 20,000.00	\$ -
00000098	STONE BENCH	EACH	\$ 15,000.00	3	\$ 45,000.00	3.00	\$ 45,000.00	\$ -
00000099	6" INSERT VALVE	EACH	\$ 11,000.00			1.00	\$ 11,000.00	\$ 11,000.00
00000100	GRAND AVE. BUMPOUT	DOLLAR	\$ 1.00		\$ -	36,568.04	\$ 36,568.04	\$ 36,568.04
00000101	EX WATER MAIN REPAIR	DOLLAR	\$ 1.00		\$ -	4,611.73	\$ 4,611.73	\$ 4,611.73
00000102	ADDITIONAL SOILS TEST & DISPOSAL	DOLLAR	\$ 1.00		\$ -	9,200.12	\$ 9,200.12	\$ 9,200.12
				\$ 1,623,349.00 AWARDED		\$ 1,239,187.59 FINAL		\$ (384,161.41) CHANGES



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: June 10, 2025

AGENDA ITEM D.6.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Contract with Custom Filtration Solutions LLC

Recommendation

Consider a recommendation to approve a vendor contract with Custom Filtration Solutions LLC for the purchase of 1,080 membrane filters at a cost of \$26,784.00.

Summary

In December 2024, Water Plant staff initiated a performance test to determine the efficiency and the costs associated with the membrane cartridge filters that are used in the raw water pre-treatment process. These 1-micron membrane filters are used to capture the remaining iron that passes through the Amiad filters before the water enters the two-stage reverse osmosis system.

The Village has been using the 1-micron membrane cartridge filters distributed by Pargreen for the past couple of years in which costs for these filters have steadily risen. Over a four-month period, staff evaluated the hours that each different filter was able to collect the iron. Staff tested four (4) different membrane cartridges which had the similar characteristics of being 1-micron and 40" inches in length. One of the filters were rated to filter longer and had a higher cost per filter ratio due to the design of having a higher surface area to collect more iron. Results show that that did not happen and the actual filter that performed the best was the CFS-CT-WPS-4001 filter that is produced by Custom Filtration Solutions LLC.

Filter	Filter Cartridge Price	Hours of Filtration
AVS 1M40-TX-N Filter Cartridges (Parker)	\$34.30	158
BE1S9S2B 1 Micron 40"L MB PP 222/Fin Buna Gasket/O-Ring (American Melt Blown)	\$20.85	72.25
CRPP0401003 1 Micron Pleated Polypropylene 40"L 222/Fin Silicone (Membare Solutions)	\$64.00	142.8
CFS-CT-WSP-4001 1 Micron 40" Cartridge Filter (Custom Filtration Solutions)	\$24.80	216

The table above shows that the most efficient filter in the performance test for the removal of iron is the filter that is produced by Custom Filtration Solutions LLC. This is a local sole source

filter manufacturer and distributor, and the purchase of the filters will be made directly with the manufacturer.

The Municipal Services Departments recommends for the Public Works & Water Committee's consideration bringing to the board a vendor contract agreement with Custom Filtration Solutions, Inc. for the purchase of 1,080 membrane cartridge filters at a cost of \$26,794.00. The Village has allocated \$54,000.00 in the 2025 budget for the purchase of the cartridge filters. With the initial trial purchase of \$7,912.84 filters for testing and the purchase of 288 filters to date with our current supplier Pargreen at a cost of \$10,017.33, the Village is expected to save \$9,275.83 in operational costs with the purchase and use of the CFS-CT-WSP-4001 membrane filters for the remainder of the year.

Financial Impact

Water Production Account 4302510 55352 - \$26,784.00

Account	4302510 55352
Fund	Water Production
2025 Budget	\$54,000.00
Project Cost	\$26,784.00

Recommended Motion

I move to recommend to the Village Board the approval of a vendor contract with Custom Filtration Solutions LLC for the purchase of 1080 membrane filters at a cost of \$26,784.00.

Strategic Plan Alignment

None.

File Attachments

1. CFS Filter Supply Agreement (2025)
2. Pargreen Sales Invoice
3. Trial Filter
4. Custom Filtration Solutions, LLC

Custom Filtration Solutions, LLC

PO Box 235
Wheaton, IL 60187

June 4, 2025

Subject: Stocking Agreement – The Village of Western Springs

To Whom It May Concern,

This letter outlines the stocking agreement between **Custom Filtration Solutions LLC** and **The Village of Western Springs**, effective immediately and valid through **December 31, 2025**.

Under this agreement:

1. **Custom Filtration Solutions (CFS)** will produce and hold inventory of the following product specifically for The Village of Western Springs:
 - **Part Number:** CFS-CT-WSP-4001
 - **Description:** 1 Micron 40" Cartridge Filter
 - **Price:** \$24.80 each
 - **Estimated Usage:** 1,080 filters to be taken between the date of this agreement and December 31, 2025
 - **Packaging:** 15 filters per box (bulk packed)
2. Filters will be held in inventory at CFS's facility and made available for release in **full pallet quantities of 360 filters**, packaged in boxes of 15.
3. CFS will maintain a **minimum stocking level of one pallet (360 filters)** at all times throughout the agreement period. Once a pallet is released, CFS will replenish inventory to maintain readiness for the next release.
4. The full quantity of **1,080 filters** must be drawn down by **December 31, 2025**. Any remaining filters in inventory at that time may be invoiced and shipped unless other arrangements have been agreed upon in writing.
5. There are no fixed intervals required for release. Filters may be ordered as needed, with standard lead times honored to ensure timely delivery.

Brand & Supply Statement:

The filters listed in this proposal are produced under the **Custom Filtration Solutions (CFS)** brand name and are available exclusively through CFS. These filters are not offered through other distributors, vendors, or national purchasing groups.

This proposal and stocking agreement reflect our commitment to holding dedicated inventory to support your operations and ensuring timely, consistent supply throughout the agreement period.

We appreciate the opportunity to serve as your filtration partner and look forward to supporting the ongoing needs of **The Village of Western Springs**.

Sincerely,
Chris Glowacki
President
Custom Filtration Solutions LLC

Pargreen Process Technologies
1206 W. Capitol Drive
Addison, IL 60101
Phone No. 630-628-1330
Fax No. 630-628-3050



INVOICE

Page: 1

Invoice Number: 178790
Invoice Date: 5/22/2025

Bill

To: VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

Ship

To: VILLAGE OF WESTERN SPRINGS
ERIN DUFFY
WATER TREATMENT PLANT
614 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

Ship Via CUSTOM CO
Ship Date 5/22/2025
Due Date 6/21/2025
Terms Net 30 Days

Customer ID 6017
P.O. Number RON DERENGOWSKI EMAIL
P.O. Date 4/2/2025
Our Order No. 774714
SalesPerson Jack Stevens

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
78552 AVS1M40-TX-N FILTER CARTRIDGE	Each	288	288	34.30	9,878.40
Freight - A/R		1	1	138.93	138.93
DELIVERY INSTRUCTIONS - LIFT GATE REQUIRED RECEIVING HOURS : 6AM - 4PM					

Amount Subject to Sales Tax USD 0
Amount Exempt from Sales Tax 10,017.33

Subtotal: 10,017.33
Invoice Discount: 0.00
Total Sales Tax: 0.00

Total USD: 10,017.33

Thank you for your Order



Invoice

INV-02756

Custom Filtration Solutions

PO Box 235
Wheaton, Illinois 60187
331-215-4119
chris@customfiltrationsolutions.com

Balance Due
\$7,912.84

Bill To

Village of Western Springs

614 Hillgrove Ave
Western Springs, IL 60558

Invoice Date : 03 Feb 2025

Terms : Net 30

Due Date : 05 Mar 2025

P.O.# : WT 12172024 - RD

SO : SO-02367

Ship To

614 Hillgrove Avenue
Western Springs
IL 60558

#	Item & Description	Qty	Rate	Amount
Melt Blown PP Option 1				
1	BE1S9S2B 1 Micron 40"L MB PP 222/Fin Buna Gasket/O-Ring 15 or 25/Case	70.00 EACH	20.45	1,431.50
Melt Blown PP Option 2				
2	E-MBPP-H-01\00-40-2FN Melt Blown Cartridge, High Efficiency Grade, 1 micron 40" length, 222 /Fin end caps, EPDM O-rings	70.00 EACH	24.80	1,736.00
Pleated PP Filter Cartridge (Extra Surface Area = Potential for longer service life)				
3	CRPP0401003S 1 Micron Pleated Polypropylene 40"L 222/Fin Silicone	70.00 EACH	64.00	4,480.00
Sub Total				7,647.50
Shipping charge				265.34
Total				\$7,912.84
Balance Due				\$7,912.84

Notes

Thanks for the order!

**VENDOR CONTRACT FOR
GOODS, SUPPLIES AND SERVICES
(Contractor: Custom Filtration Solutions, LLC.)**

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and **Custom Filtration Solutions, LLC.** (the "Vendor"), and is dated as of May 28, 2025. 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 dated 5/30/25 (Invoice or Purchase Order No. Q191783 or Agreement), and a true and correct copy of said Invoice/Purchase Order/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"** (Invoice/Purchase Order/Agreement/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 the goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order/Agreement attached hereto 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/Agreement attached hereto 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 this 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 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 **6 Months (183) 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 Work prior to receiving a written notice to proceed from the Village in regard to the Work or any phase of the Work, the Work performed and the expenses incurred are 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. The actual, documented Work performed prior to the issuance of the 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 Work or any subsequent phase of the Work for any reason, this Contract shall terminate upon written notice to the Vendor issued by the Village advising of the termination of the Contract. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work, based on a prorated value of the contract price or the actual amount of quantities of deliverables or completed work if the contract pricing is based on unit pricing, 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 this Contract by the Village based on the Village's decision not to proceed with the Work or any phase of the Scope of

Work. The Vendor understands and agrees that funds for payment of each Phase of the Work 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 the _____ Program [INSERT FUNDING SOURCE(S)] or the Village. In the event of non-receipt of funds marked for appropriation for this Work from the appropriate State agencies or non-appropriation of funds by the Village for the work and Work to be provided under this Contract, the Village will either not authorize the Vendor to commence the next Phase of the Work or, if a Phase has been commenced, this Contract 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 Contract, 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 Contract beyond the date of termination. For the purposes of this Contract, the phases for the Work are set forth in **Exhibit "A"**, Q191783 [INSERT PROJECT PHASING DOCUMENT].

- 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.

SIGNATURE PAGE TO FOLLOW

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: Custom Filtration Solutions

By: _____
Name: Christopher J. Glowacki
Authorized Corporate Officer

Date: May 30, 2025

NOTARY PUBLIC

By: _____

Date: _____, 2025.

SEAL / STAMP

Exhibit "A"

**Vendor's Invoice, Purchase Order or Agreement dated 5/30/25
(Invoice or Purchase Order No. Q191783)**

(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 this 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 upon 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. All performance and material bonds provided by Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this Section and under all applicable Federal, State and local laws concerning prevailing wage rates, including the Illinois Prevailing Wage Act, 820 ILCS 130/. The Contractor and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act and the Davis Bacon Wage Act throughout the duration of the Contract.
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

this 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 Contract. 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 itself while acting under this Contract. The Vendor assumes all liability and responsibility for 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 Party 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: (A) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (B) 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.

19. **Inspections By Village.** During the term of this Contract, the Village, or its designee, shall have the right at any time and from time to time to enter upon the Project site for the purpose of conducting such inspections in order to confirm that the Work is being performed in accordance

with the terms of the Contract. In the event that the Village, or its designee, discovers a noncompliance matter or a defect or deficiency in the construction of the, the Project, the Village, or its designee, shall notify the Contractor thereof in writing within five (5) calendar days. Any such inspection by the Village, or its designee, shall not be construed as a representation by the Village, or its designee, that there has been compliance with the Contract Documents, this Contract or that the Project will be or are free of faulty materials or workmanship, or as a waiver of any right that the Village, or its designee, or any other party may have against the Construction, its agents or any subcontractors or any other party for failure to comply with the Contract Documents or the provisions of this Contract.

20. **FOIA Compliance.** 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 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'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 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 Contract. The Contractor 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).
21. **Open Book Project; Audit.** The Project will be an "open book" project, and the Village and the general contractor (or contractors, if more than one) will ensure access by the Village Superintendent, or their designee, upon request for the purpose of reviewing and auditing the Contractor's or its subcontractors' respective books and records relating to the Project.

Exhibit "C"

Certificates of Insurance

(attached)

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, **President or Authorized Corporate Officer of** _____, [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 ____ day of _____, 2025.

Commission expires _____, ____.

Notary Public



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: June 10, 2025

AGENDA ITEM E.1.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Water System Update

Recommendation

Report only.

Summary

Watering Restrictions

Watering restrictions between the hours of 11AM-5PM throughout the Village began on Memorial Day and will continue until Labor Day, September 1, 2025. On April 22, 2024, the Board of Trustees voted to implement annual outdoor watering restrictions that impose minimal inconvenience and offer the greatest benefit. This reduced the strain on water treatment operations during the peak summer months. The increase in demand for water puts additional stress on the overall treatment process, requiring frequent replacement of membrane cartridges and a higher dosage of chemicals.

2024 Finished Water Production

Month	Finished Water Production (in Million Gallons)
January	50.345
February	49.748
March	45.370
April	45.291
May	50.994
June	57.332
July	60.184
August	59.636
September	58.436
October	50.752
November	42.790
December	48.208
Total Finished Water Produced for 2024	619.086 Million Gallons

2023 Finished Water Production

Month	Finished Water Production (in Million Gallons)
January	54.269
February	47.520
March	47.598
April	48.731
May	62.034
June	67.623
July	58.966
August	64.367
September	48.792
October	44.085
November	42.022
December	44.954
Total Finished Water Produced for 2023	630.961 Million Gallons

53rd Street Watermain Update

Two soil borings are being scheduled in June around the 53rd Street bridge for the 8" watermain replacement project between Commonwealth Avenue and Fair Elms Avenue. Once the samples are analyzed to determine the depth and length of bedrock, a request for bids will be made and a recommendation for selection will be brought to the Public Works Committee in July. Initial bids were rejected in the May board cycle due to the higher than anticipated bid results due to the uncertainty of the amount of bedrock present and the special boring bit needed to penetrate the bedrock.

Water Plant Open House

The Water Plant Open House that was held on Wednesday, May 7, 2025, was a very successful event and it is estimated nearly 100 residents and guests attended. Tours of the water plant highlighting the treatment process were continuous with three guides and the event went past the scheduled end time.

2024 Consumer Confidence Report

The annual Consumer Confidence Report is currently being formatted at Alpha Graphics and will be mailed to the community by the end of the month. The 2024 CCR will also be posted on our website with links to testing results. The Consumer Confidence Report (CCR) is an annual water quality report that is required by the EPA for all water utilities. The report provides important information about the drinking water supplied by local water utilities.

Financial Impact

None.

Recommended Motion

None.

Strategic Plan Alignment

None.

File Attachments

None