



AGENDA

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: July 15, 2025 at 6:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Minutes 6-10-2025

C. Public Comment

D. New Business

1. CBBEL Consulting Engineers - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects
2. HR Green - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects
3. Baxter and Woodman - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects
4. Water System Security Improvements Proposal from Concentric Integration
5. Springdale Drainage Improvements Project - Change Order #1

E. Other Business

1. July Water System Update
 - a. Update on WTP Bulk Chemical Storage Tanks (Verbal)

F. Schedule Next Committee Meeting

G. Adjournment

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

Public Works and Water Committee Meeting Minutes
Tuesday, June 10, 2025
Village Hall 740 Hillgrove Ave
Western Springs IL 60558

Call to Order

6:18 P.M.

Chair Scott Lewis, Chairman-Trustee Presiding

Committee Members' Present:

Karen Martin, Trustee

Heidi Rudolph, Village President

Committee Members Absent:

None

Electronic Attendance:

None

Staff Present:

Ellen Baer, Village Manager

Matthew Supert, Municipal Services Director

Jeff Koza, Director of Engineering Services

Inga Cebelis, Staff Engineer

Ron Derengowski, Water Plant Superintendent

Christopher Breakey, Public Works Superintendent

Jenny Pesek, MS Administrative Assistant

Roll Call

As noted above.

Approval of Minutes:

Chair Scott Lewis motioned to approve May 6, 2025, Public Works and Water Committee meeting minutes seconded by Trustee, Karen Martin. Motion passed unanimously on a voice vote.

Public Comment- None

New Business Summary of Discussion

Ordinance Amending Title 8 (Public Ways and Property)

Staff Engineer Inga Cebelis reported on a recommendation to approve an ordinance amending Title 8 of new standard details for construction in the Village right of way. She stated almost daily there is construction work being done in the Village right of way. It is important work that is being done to a standard acceptable to the Village. Staff are recommending these details be added to Title 8 Public Ways and Property. Village Attorney Jurusik will prepare formal ordinances to support this change. Chair Lewis

motioned to recommend the amending of Title 8 Public Ways and Property to the Village Board for approval and seconded by Trustee Martin. Motion passed unanimously on a voice vote.

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

Director Matthew Supert reported to the Committee members the Spring Rock Park combined sewer system and manholes, including the televising of all structures within the project area. Baxter & Woodman will serve as project management lead. The proposal from Baxter & Woodman is not to exceed \$66,100.00. He reported the project will utilize the 2025 referendum funding. Chair Lewis motioned to recommend the approval of Phase I and II Engineering Proposal from Baxter & Woodman for Spring Rock Park Combined Sewer Lining to the Village Board for approval and seconded by Trustee Martin. Motion passed unanimously on a voice vote

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

Director Matthew Supert reported to the Committee members that the Village Board approved a professional service agreement with HR Green in October 2024 in the amount of \$77,200.00. The IEPA has requested the inclusion of language to all contracts participating in the Public Water Supply Loan Program regarding documentation and records retention. He reported this is a no cost change order to the contract. Chair Lewis motioned to recommend the approval of LSLR Amendment No. 1 to the Village Board for approval and seconded by Trustee Martin. Motion passed unanimously on a voice vote.

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

Director Matthew Supert presented to the Committee to consider a recommendation to approve a Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects from V3 Companies identified in the Capital Improvement Plan in an amount not to exceed \$107,760.00. Lewis motioned to recommend the approval of V3 Companies for the 2025 Referendum Projects to the Village Board for approval and seconded by Trustee Martin. Motion passed unanimously on a voice vote

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

Director Jeff Koza reported that Staff is requesting a change order #1 for the Burlington Avenue Water Main and Streetscape Improvement Project. The change reflects a 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 amount is \$1,239,187.59 with a reduction of \$384,161.41 which reflects a 23.7% reduction in the contract value. The cost savings are primarily due to value engineering of the electrical system for the planter beds. This was a collaborative effort between PW Chris Breakey, Superintendent and V3 the engineering consultant.

Chair Lewis motioned to recommend the approval of Change Order #1 for Burlington Avenue Water Main and Streetscape Improvements to the Village Board for approval and seconded by Trustee Martin. Motion passed unanimously on a voice vote.

Contract with Custom Filtration Solutions LLC

Ron Derengowski presented it to the Committee. He recommended approving a vendor contract with Custom Filtration Solutions LLC for the purchase of 1,080 membrane filters for a cost of \$26,784.00. Staff recommended bringing a vendor contract agreement with Custom Filtration solutions for the purchase of 1,080 cartridge filters. The Village budget allocated \$54,000.00 in the 2025 budget year. With the new vendor the Village is expected to save \$9,275.83 in operational costs for filters for the remainder of the year. Chair Lewis motioned to recommend the approval of the contract with Custom Filtration Solutions

LLC to the Village Board for approval and seconded by Trustee Martin. Motion passed unanimously on a voice vote.

Other Business

Water Systems Update

Ron Derengowski reported there are watering restrictions throughout the Village between the hours of 11am-5pm which started on Memorial Day and will continue until Labor Day September 1, 2025. Superintendent Derengowski stated the increase in water demand puts additional stress on the overall treatment process requiring more frequent replacement of membrane cartridges and a higher dose of chemicals.

Superintendent Derengowski reported to the Committee the Water Plant Open House was a success. Estimated approximately 100 residents and guests attended. He extended his gratitude to the other departments for their help. The taste test was very informative and was received well.

The Consumer Confidence Report (CCR) is currently being drafted and at the printer. It will be mailed to the Community by the end of the month. This CCR report is an annual quality report required by the EPA for all water utilities.

Schedule for the Next Committee Meeting:

The Public Works and Water Committee next meeting is scheduled for Tuesday, July 15, 2025, 6:00 p.m.

Adjourn

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

Meeting adjourned at 6:56 p.m.

Respectfully Submitted: Jenny Pesek



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: July 15, 2025

AGENDA ITEM D.1.

To: Public Works and Water Committee

From: Matthew Supert, Director of Municipal Services, Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager

RE: CBBEL Consulting Engineers - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects

Recommendation

Consider a recommendation to approve a Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$379,270.

Summary

Attached for the Committee's review is a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) 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 CBBEL Scoping proposal covers portions Forest Hills including 51st Street from Flagg Creek to Willow Springs Road and several adjoining north-south streets, including Wolf Road. The preliminary project scope includes the reconstruction of the street and the up-sizing or replacement of the storm-sewer along the project area. Watermain replacement and sidewalk improvements are also anticipated.

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.
- Complete a topographic survey.
- Evaluate curb, gutter, and sidewalk replacement/installation needs.
- Perform geotechnical work, including soil and roadway base assessment, and pavement boring.
- 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 additional scope of services specific to this proposal is as follows:

- Floodplain Evaluation, and Wetlands Investigation and Assessment along Flagg Creek and 51st Street.
- Complete a detailed stormwater analysis of approximately 260 acres of contributory area.

The proposal from CBBEL Consulting Engineers is not to exceed \$379,270. This project will utilize 2025 referendum funding.

Financial Impact

Account TBD
Fund Infrastructure (TBD)
2025 Budget Pending Referendum Funds
Project Cost \$379,270

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 Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$379,270.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. CBBEL LTD PREL ENG AND SCOPING SERVICES PROPOSAL



CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

June 18, 2025

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

Attention: Matthew Supert – Director of Municipal Services

Subject: Proposal for Professional Design Engineering Services
51st Street Reconstruction and WM Replacement (Site Investigation)
Village of Western Springs, Illinois

Dear Mr. Supert,

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the site investigation effort for the 51st Street Reconstruction and Water Main Replacement project in the Village of Western Springs (Village). Included in this proposal is our Understanding of Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village desires for CBBEL to perform site investigation work that is necessary to develop preliminary and final engineering for the reconstruction of 51st Street and select side streets, including replacement of the existing water main infrastructure within the project limits. The scope of this proposal includes the site investigation effort needed to collect existing conditions information and analyze existing infrastructure needs to support future preliminary and final engineering design phases of the project to be completed under a separate contract.

The project limits are anticipated to include:

- 51st Street from Flagg Creek to Willow Springs Road (approx. 5,100 feet)
- Fair Elms Avenue from 49th Street to 51st Street Road (approx. 1,400 feet)
- 49th Street from Fair Elms Avenue to Central Avenue (approx. 400 feet)
- Central Avenue from 700 feet north of 51st Street to 51st Street (approx. 700 feet)
- Wolf Road from 700 feet north of 51st Street to 51st Street (approx. 700 feet)

The scope of the proposed improvements will be developed during the preliminary and final engineering effort based on information collected and analyses performed under this contract. The improvements are generally anticipated to include:

- Reconstruction of existing roadway pavement with new concrete pavement
- Replacement of existing water mains, fire hydrants, valves, public water services, private lead water services, and water service boxes
- Rehabilitation and/or spot replacement of existing sanitary and storm sewer pipes where necessary, based on a condition assessment by CBBEL
- Analysis of the capacity of the existing storm sewer trunk line on 51st Street and evaluation of potential storm sewer improvements

Per discussion with the Village, investigation related to sanitary/combined sewer overflows, illegal connections, etc., are not included in this project.

SCHEDULE

This proposal assumes that notice to proceed will be issued to CBBEL in July 2025. We anticipate completing the tasks outlined in this proposal in January 2026.

The preliminary and final engineering effort for this project will take place after completion of the site investigation work and establishment of a separate engineering contract with the Village. The preliminary/final engineering effort is planned to be completed in early 2027 to allow for construction to start in Spring 2027.

SCOPE OF SERVICES

Based on our extensive experience with similar projects, our anticipated Scope of Services is detailed below:

SITE INVESTIGATION

Task 1 – Data Collection and Field Reconnaissance: CBBEL will coordinate with the Village to review the project scope and collect, examine, review and evaluate data to be utilized for the development of the proposed improvements. This data will include the following:

- Existing studies and reports
- Existing design plans and as-built plans
- GIS data
- Utility Atlases
- Existing right-of-way information and subdivision plats
- Plans from prior similar projects (to ensure consistency with past projects)
- History of drainage issues
- Village Standards and Specifications

- Village Standard Construction Contract and Special Provisions

CBBEL will also perform a thorough field reconnaissance of the existing conditions within the project limits, including verification of the topographic survey and assessment and documentation of the condition of all Village accessible utility structures within the project limits.

Task 2 – Topographic Survey: CBBEL will perform topographic survey of 51st Street, between Flagg Creek & Willow Springs (ROW to ROW w/10' overlap., 5,100'LF±), Fair Elms Ave. between 51st Street & 49th Street Springs (ROW to ROW w/10' overlap., 1,700'LF±), Central Rd. from 51st Street 800' north (ROW to ROW w/10' overlap., 800'LF±), Wolf Rd. from 51st Street 800' north (ROW to ROW w/10' overlap., 800'LF±), and 50' side street overlap (1,000'LF). This task also includes survey of up to fifteen (15) upstream drainage structures as necessary to support the drainage analysis. The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum) State-of-the-art Hard Level equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.
3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, garage face with entry finished grade, etc. within the project limits.
4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
5. Establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.
7. CBBEL will field-locate all aboveground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas,

etc. For each structure, we will identify size, type, rim, and invert elevations. Structure Detail Field Note Sheets will be included with final product.

8. Office contouring of field data and one-foot contour intervals.
9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

Task 3 – JULIE Utility Coordination: CBBEL will coordinate with utility owners and with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all utility atlas information into the base map. Locations of existing utilities/improvements/systems shown on the base map will be the compilation of available utility plans provided by utility owners and JULIE utility coordination.

Task 4 – Geotechnical Investigation and LPC-663 Analysis: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain eighteen (18) soil borings within the proposed limits to determine the existing cross-section of the pavements and subsurface soil conditions within the potential project area. Sixteen (16) borings will be drilled to a depth of approximately ten (10) feet, and two (2) borings will be drilled to a depth of twenty-five (25) feet. Seeco will prepare a report describing existing soil conditions and making recommendations for remediation. The report will be performed by a licensed soils engineer and reviewed by CBBEL.

The soil will also be tested for potential contaminants. Seeco will perform investigation and testing work necessary to substantiate completion of Illinois Environmental Protection Agency (IEPA) Form LPC-663. This work will include collection/preservation of soil samples and conducting a search to identify any Potentially Impacted Properties (PIPs). Seeco will perform the additional required testing and provide signed LPC-663 forms to the Village for use during construction.

Task 5 – Floodplain Evaluation: The project may include minor floodplain fill at the west end near Flagg Creek and potentially a new storm sewer outfall. We will review the anticipated floodplain impacts and identify potential permitting constraints associated with the regulatory floodplain and floodway. Our findings and recommendations will be summarized in a memorandum.

Task 6 – Wetlands Investigation and Assessment: An investigation of the project site will be completed to identify the limits of wetlands and Waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of any Waters of the U.S. and wetland communities will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We will also locate the delineated boundaries using a submeter accuracy handheld GPS unit.

The results of the wetland field reconnaissance will be summarized in a letter report suitable for submittal to regulatory agencies for permitting processes. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map; otherwise, we will use the best available aerial photograph.

Task 7 – Sewer Televising, Tape Review and Recommendations: CBBEL will engage National Power Rodding (NPR) to perform sewer cleaning and televising of existing sanitary and storm sewers (including laterals) located in the public ROW within the project limits. This task will include CBBEL review of all televising tapes furnished by NPR, which are anticipated to include approximately 21,000 lineal feet of sewers. Based on the review, CBBEL will prepare sewer rehabilitation recommendations for the project that will be incorporated into the project design.

Task 8 – Detailed Stormwater Analysis: The 51st Street storm sewer drains an area of approximately 260 acres from Willow Springs Road on the east, 47th Street on the north, 51st/53rd Street on the south, and I-294 on the west. We understand there are drainage problems in the watershed, although the full extent may be unknown. Under this task, we will evaluate the existing storm sewer system within the watershed limits by preparing a PC-SWMM model of the system. We anticipate that the 51st Street system will be modeled in detail and the various laterals that tie into this system will be analyzed as needed to appropriately reflect the inflows at each point. The model will be developed based on surveyed pipe sizes and elevations obtained in other tasks. The existing conditions model will be evaluated for several design storm events to determine the extent of the drainage problems and whether the existing storm sewers on 51st Street have sufficient capacity for continued use.

It is likely that capacity improvements will be required. We will use the existing conditions model to evaluate multiple drainage improvement scenarios to achieve the project goals as established by the Village. The improvements may be as simple as proper upsizing of the existing storm sewer or may require storage improvements upstream in the watershed. We will develop multiple scenarios and prepare a summary memorandum for the Village's consideration.

Task 9 – Project Coordination and Meetings: CBBEL will coordinate with the Village throughout the site investigation effort. In addition to phone conversations and written and electronic coordination, it is anticipated that up to three (3) meetings with Village staff will be needed during site investigation phase of the project, including a kickoff meeting and two (2) coordination meetings. CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries.

This proposal assumes that no public involvement will be required during the site investigation phase of this project.

Task 10 – Project Management and Administration: CBBEL will manage the day-to-day work effort on the project to ensure an efficient project development process, including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible, and periodic progress coordination meetings.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
SITE INVESTIGATION	
Task 1 – Data Collection and Field Reconnaissance	\$ 11,280
Task 2 – Topographic Survey	\$ 73,260
Task 3 – JULIE Utility Coordination	\$ 6,720
Task 4 – Geotechnical Investigation and LPC-663 Analysis	\$ 19,230
Task 5 – Floodplain Evaluation	\$ 4,920
Task 6 – Wetlands Investigation and Assessment	\$ 8,400
Task 7 – Sewer Televising, Tape Review and Recommendations	\$146,260
Task 8 – Detailed Stormwater Analysis	\$ 77,240
Task 9 – Project Coordination and Meetings	\$ 17,280
Task 10 – Project Management and Administration	\$ 13,680
Direct Costs	\$ 1,000
TOTAL NOT-TO-EXCEED FEE: \$379,270	

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

BMW
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Street Recon and WM (Site Investigation).docx

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

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

Direct Costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: July 15, 2025

AGENDA ITEM D.2.

To: Public Works and Water Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: HR Green - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects

Recommendation

Consider a recommendation to approve an engineering proposal from HR Green to provide engineering services related to the project task scoping for the 2025 Referendum and Village Capital Improvement Plan in an amount not to exceed \$121,941.00.

Summary

Village staff are awaiting an engineering proposal from HR Green 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 geo-technical work, including soil and roadway base assessment, and pavement boring.
- 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.

HR Green is gathering final pricing information from sub-contractors for geo-technical and sewer televising work in the agreement. A final copy of the proposal is expected to be presented to the Committee during its meeting on July 15th.

Financial Impact

Account	TBD
Fund	Infrastructure (TBD)

2025 Budget Pending Referendum Funds
Project Cost \$121,941.00

Recommended Motion

I move to approve an engineering proposal from HR Green to provide engineering services related to the project task scoping for the 2025 Referendum and Village Capital Improvement Plan in an amount not to exceed \$121,941.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. HR Green - Commonwealth - Infrastructure Scoping Proposal



▷ 323 Alan Drive | New Lenox, IL 60451
Main 815.462.9324 + Fax 815.385.1781

▷ HRGREEN.COM

July 14, 2025

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

Subject: Commonwealth Subdivision – Water Infrastructure Assessment

Dear Matthew:

We are pleased to present this letter proposal to support the Village of Western Springs with the Commonwealth Subdivision – Watermain Alignment & Roadway/Sidewalk Rehabilitation Infrastructure Assessment.

PROJECT UNDERSTANDING

As part of the recent \$45 Million Infrastructure Referendum, the Village has programmed infrastructure improvements for the Commonwealth Subdivision North & South project area located south of 47th St., west of Flagg Creek, east of I294, and north of 55th Street. Included in the FY2029 construction season are proposed infrastructure improvements consisting of water main and service replacements, to be followed by roadway and sidewalk rehabilitation (i.e.: patching, resurfacing, spot replacement of combination concrete curb and gutter (CCC&G) and PCC Sidewalk) for this residential neighborhood. Prior to the future water main and roadway improvements progressing into phase 2 design, it is thought to be a prudent step to perform a preliminary engineering assessment which will identify preliminary design components for the proposed water distribution system including determining optimal alignment for water service, capacity, pressure, and constructability. Roadway and sidewalk infrastructure rehabilitation options will be assessed with proposed improvements identified and related anticipated construction quantities. Additionally, the preliminary engineering assessment efforts will include a preliminary opinion of probable construction costs based upon the proposed water system alignment, construction staging components, anticipated utility crossings and challenges, roadway and sidewalk rehabilitation recommendations.

The Village of Western Springs (Village) is interested in retaining a consultant to perform preliminary engineering to assess the Village's water infrastructure located within the Commonwealth Subdivision-North and South areas. As previously discussed, the preliminary water main alignment, capacity and pressure shall be assessed for optimal location with respect to constructability, cost, and performance. needs are required to be identified and preliminarily designed for optimal location. The existing water main trunk line located adjacent to Flagg Creek was constructed in the early 1,900s and the remaining water main located within the subdivision was constructed in the 1990s and is Ductile Iron. The main water infrastructure is to be reconstructed as part of the overall infrastructure improvements for the Commonwealth Subdivision. It is HR Green's understanding that the Village is seeking the following preliminary engineering services:

- Existing conditions research and assessment- HRG will reach out to the Village and relevant utilities to obtain any available plans, including as-built plans, for local roadways and structures, subdivisions, and utility projects from past improvements. Historical plans and documented improvements will be assessed for accuracy and incorporated into the development of project base maps. The project base maps will be developed from Cook County aerial topographic imagery with GIS components including parcel and roadway ROW boundaries, and utility alignment and structures.
- Field assessment of existing conditions- Upon initial completion of the development of the existing base aerial mapping, HRG will perform a field assessment to ascertain completeness and accuracy of the existing conditions depicted in the aerial base mapping. Additional topographic survey pickup of specific features not included in the aerial base mapping will be provided based upon field assessment of existing conditions. HRG has included an anticipated one (1) eight-hour days for additional topographic survey pickup.
- Development of preliminary watermain alignment- Utilizing the existing conditions identified through the previously noted research, topographic survey, and as depicted in the aerial base map, HRG will develop water main alignment for what is considered optimal location for water service, capacity, pressure, and constructability.
- The proposed watermain alignment will be added into the Village's water system model and assessed for pressure and capacity performance by HRG.
- Additionally, to the main alignment assessment for Commonwealth subdivision, the Village desires to have HRG identify and assess potential connection locations for shared water system usage with the Village of Hinsdale. The two (2) locations to be assessed for pressures, capacity, and potential volume/flows are at 47th Street and 51st St. to the east, across I-294. HRG will provide a summary of anticipated benefits, challenges, and anticipated costs for both conceptual crossings.
- The overall project is approximately 6,210 centerline feet in length. Field assessment of existing roadway and sidewalk infrastructure shall occur, and proposed improvements will be identified including pavement rehabilitation quantities estimated for patching, combination concrete curb and gutter spot removal and replacement, and sidewalk removal and replacement to meet ADA standards.
- HRG will partner with a sub-consultant geotechnical firm who will provide pavement cores and geotechnical assessment of the roadway, sub-base, and sub-grade materials for consideration and use in the preparation of the preliminary engineering report.
- HRG will partner with a sub-consultant (National Power Rodding – NPR) who will perform televising of the sanitary sewers located within the project limits. The video and report will be reviewed and assessed for any repairs or replacement of sanitary sewer within the project limits. The proposed recommendations for sanitary sewer rehabilitation and/or point repairs will be prepared for consideration and presented in a preliminary engineering report to the Village.
- HRG will prepare a preliminary opinion of probable construction costs (OPCC) for the final determined water main alignment, to be utilized by Village for budget preparation associated with the future infrastructure improvements to Commonwealth Subdivision design and construction.

HR Green has previously completed and subsequently updated the Village's Water System model, which offers extensive insight into the Village's existing water system components, facility layouts, and operations. Having this valuable system knowledge and modelling capability will assist with HR Green's preliminary data collection efforts and will allow us to provide efficient and effective

assessment of the proposed water distribution system improvements for various alignment and component alternatives.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

TASK 1.1 - PROJECT MANAGEMENT

1. The team will work with the Village to develop:
 - a. Project work plan including the schedule of deliverables and meetings
 - b. Outline participants, contacts, and communication procedures
 - c. Budget updates and invoicing procedures
 - d. Discuss standards and expectations required to complete the deliverables.
2. The team will provide ongoing quality assurance and quality control (QA/QC). QA/QC includes using internal staff peer reviews ahead of deliverables.
 - a. Provide ongoing project management including directing team, coordination of information and deliverables, as well as tracking and meeting schedule.

TASK 1.2 – PROJECT MEETINGS

1. Kick-off Meeting
 - a. Prepare for and attend a kick-off meeting (Teams) with the Village.
 - b. Provide a detailed agenda to guide the discussion.
 - c. Review the scope of required services, schedule with critical dates/milestones/deliverables, key project stakeholders, and communication plan with the entire project team.
 - d. Review staff expectations and brainstorm ideas to meet all project goals. Work with staff to gather any additional background data that has not already been provided. Prepare meeting minutes. Provide team to review, edit, and accept.
2. Field Review Meeting with Key Staff
3. Draft Watermain Alignment and Memorandum Review Meeting
 - a. Facilitate a draft review meeting to discuss the draft watermain alignment(s) and supporting memorandum
 - b. After this meeting, the watermain preliminary alignment and supporting memorandum will be finalized.
 - c. Detailed meeting minutes will be used to keep the entire team informed of discussion and progress status and goals.

TASK 2 – EXISTING CONDITIONS RESEARCH AND ASSESSMENT

TASK 2.1 – DESKTOP & FIELD ASSESSMENT OF VILLAGE INFRASTRUCTURE

1. Collect and analyze the Village's records on the water and sewer system including, but not limited to, water distribution system, sanitary sewer, GIS data, record drawings, maintenance records, water main break inventory, etc.
2. Field assessment of existing conditions- Upon initial completion of the development of the existing base aerial mapping, HRG will perform a field assessment to ascertain completeness and accuracy of the existing conditions depicted in the aerial base mapping.

3. Field assessment of existing roadway and sidewalk infrastructure conditions to determine proposed rehabilitation for roadway including patching, CCC&G repairs, and sidewalk remove and replacement anticipated.
4. Televising of existing sanitary sewer and storm sewer within the project limits shall occur by HRG subconsultant (National Power Rodding – NPR). Within the approximate 6,120 centerline feet of roadway to be rehabilitated there exists an estimated 304 lineal feet (LF) of 6" sewer; 3,708 LF of 8"; 1,316 LF of 10"; and 4,697 LF of 60" for a total of 10,025 LF of sanitary sewer to be televised.
5. The overall project is approximately 6,210 centerline feet in length. Subconsultant for HRG shall provide nine (9) pavement cores at ten feet in depth throughout the project limits and accompanying geotechnical report that assesses existing pavement, sub-base, and sub-grade materials and conditions for use in the preliminary engineering assessment.
6. Topographic survey to pick up specific features not included in the aerial base mapping will be provided based upon field assessment of existing conditions. HRG has included an anticipated one (1) eight-hour days for additional topographic survey pickup.

TASK 3.0– PRELIMINARY ENGINEERING RECOMMENDATIONS

1. DEVELOPMENT OF PRELIMINARY WATERMAIN ALIGNMENT RECOMMENDATIONS
 - a. Utilizing the existing conditions identified through the previously noted research, topographic survey, and as depicted in the aerial base map, HRG will develop watermain alignment for what is considered the optimal location for water service, capacity, pressure, and constructability.
 - b. The proposed watermain alignment will be added into the Village's water system model and assessed for pressure and capacity performance by HRG.
 - c. Additionally, to the main alignment assessment for Commonwealth subdivision, the Village desires to have HRG identify and assess potential connection locations for shared water system usage with the Village of Hinsdale. The two (2) locations to be assessed for pressures, capacity, and potential volume/flows are at 47th Street and 51st St. to the east, across I-294. HRG will provide a summary of anticipated benefits, challenges, and anticipated costs for both conceptual crossings.
 - d. Based on determined water main alignment and project condition assessments, HRG will develop opinion of probable construction costs (OPCC) to be utilized for budgetary purposes.
 - e. A draft and final preliminary watermain reconstruction alignment with report memorandum, including OPCC will be developed and submitted to the Village for approval and to be utilized moving forward into Phase 2 Design Engineering.
2. DEVELOPMENT OF PROPOSED PRELIMINARY ROADWAY/SIDEWALK REHABILITATION
 - a. Utilizing the existing conditions identified through the previously noted research, field review/assessment, pavement cores with geotechnical assessment, and sanitary sewer televising, HRG will develop a proposed preliminary plan for roadway rehabilitation, including HMA patching, CCC&G removal and replacement, and sidewalk removal and replacement necessary to achieve ADA compliance.
 - b. Based on preliminary roadway and sidewalk rehabilitation proposed by HRG, sanitary televising results, and any additional utility rehabilitation and/or replacement, HRG will

develop opinion of probable construction costs (OPCC) to be utilized for budgetary purposes.

- c. A draft and final preliminary roadway/sidewalk rehabilitation recommendation report memorandum, including OPCC will be developed and submitted to the Village for approval and to be utilized moving forward into Phase 2 Design Engineering.

DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

DELIVERABLES

The deliverables will include:

- Draft Preliminary Engineering Report including
 - Watermain alignment and supporting memorandum
 - Roadway and sidewalk rehabilitation recommendations
 - Draft Opinion of Probable Construction Costs associated with proposed improvements
- Final Preliminary Engineering Report including
 - Watermain alignment and supporting memorandum
 - Roadway and sidewalk rehabilitation recommendations
 - Final Opinion of Probable Construction Costs associated with proposed improvements

Refer to the scope descriptions above for additional details on deliverable content. The schedule is provided below.

SCHEDULE

This schedule was prepared to include reasonable allowances for review and approval times required by the Village. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the Village or for delays or other causes beyond the control of HR Green.

Item	Description	Completion
1	Receive Signed Contract/Notice to Proceed (NTP)	July 21, 2025
2	Kickoff Meeting	Same week as NTP
3	Research, Partial Topographic Survey, Base Map Preparation, & Field Review with Key Village Staff	Week of August 4th
4	Develop Roadway Rahab. & Watermain Alignment Alternatives	Week of August 11th
5	NPR Televising of Sanitary and Storm Sewers	Complete Week of Aug. 18th
5	Watermain Alignment Meeting/Workshop with Key Staff	Week of August 18th
6	Submit Draft Water Main Alignment and related memo.	Week of Sept. 22nd

7	Draft Water Main Alignment and Roadway/Sidewalk Infrastructure Recommendations Review Meeting	Week of Oct. 6th
8	Submit Final Preliminary Engineering Report Memorandum & Exhibits	Week of October 27th

ITEMS NOT INCLUDED IN AGREEMENT / SUPPLEMENTAL SERVICES

Additional Services are not included in this Agreement. If authorized under a Supplemental Agreement HR Green could furnish or obtain from others the following services:

1. Rate study
2. Sewer Modeling
3. Additional site visits or on-site meetings beyond what is described above
4. Legal services of any kind.
5. Any other additional engineering services in connection with the project.

CLIENT RESPONSIBILITIES

The Village will be asked to provide the following items:

1. Access to Village's facilities for the condition and alignment assessment
2. Provide personnel knowledgeable about water infrastructure to be available for discussions. Accompany HR Green on site visits to answer questions.
3. Village records on the water and sewer system including, but not limited to, water distribution system, sanitary sewer mapping , GIS data, record drawings, maintenance records, watermain breaks, etc.
4. Past reports and other applicable information done by others.

PROFESSIONAL SERVICE FEES

CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$121,941.00.**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
Task 1 - Project Management	20	\$ 4,668.00	\$ 98.00	
Task 2 – Existing Conditions Research & Assessment	39	\$ 8,753.25	\$ 46.75	
Task 2.1.4 - San. Sewer Televising & Report - (See Attachment – A)	12	\$ 1,530.00		\$70,175.00
Task 2.1.5 – Pav't Cores (9 Each @ 10 ft.) & Geotech Assessment	10	\$ 1,340.00		\$10,750.00
Task 3.1 - Development of Prelim Watermain Alignment,	96	\$ 18,132.00	\$ 98.00	

Cost Estimates, and Deliverables				
Task 3.2 - Development of Prelim Rdwy/Sidewalk, Cost Estimates, and Deliverables	37	\$ 6,311.50	\$ 38.50	
Subtotals:	214	\$ 40,734.75	\$ 281.25	\$80,925.00
Contract Total:			\$ 121,941.00	

(1) **Direct Costs** - Includes Postage, Mileage for Meetings/Field Visits, Bid Advertisement, & Plotting Costs. Details are available on request.

PROJECT TEAM

For this project, the HR Green Team is anticipated to include the following members who have worked together on multiple projects similar in scope to the Village Western Springs Commonwealth Subdivision – Water Infrastructure Assessment. The team will be led by Scott Creech who has successfully managed several improvement projects for the Village of Western Springs. The following team members are proposed for this project:

Project Manager: Scott Creech, PE
Project Engineer: Sylwia Kokoszka, PE
Project Engineer: Allie Bransky, PE
Principal-in-Charge/QA/QC: Ravi Jayaraman, PE

HR Green sincerely appreciates the opportunity to provide services to the Village of Western Springs for these important infrastructure improvements. We look forward to working closely with the Village staff to provide these preliminary engineering services. Please do not hesitate to contact me at 815-320-7119 with any comments or questions.

HR Green, Inc.



T. Scott Creech, PE
Project Manager

Cc: Ravi Jayaraman, PE

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AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: July 15, 2025

AGENDA ITEM D.3.

To: Public Works and Water Committee

From: Matthew Supert, Director of Municipal Services, Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager

RE: Baxter and Woodman - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects

Recommendation

Consider a recommendation to approve a Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects from Baxter & Woodman Consulting Engineers in an amount not to exceed \$140,000.

Summary

Attached for the Committee's review is a proposal from Baxter & Woodman Consulting Engineers ("B&W") 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 project areas include portions of the Ridgewood Subdivision and areas around Lyons Township High school.

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 B&W is not to exceed \$140,000. This project will utilize 2025 referendum funding.

Financial Impact

Account TBD
Fund Infrastructure (TBD)
2025 Budget Pending Referendum Funds
Project Cost \$140,000

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 Baxter & Woodman Consulting Engineers in an amount not to exceed \$140,000.00

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Proposal - Lyons HS Area Phase 1
2. Proposal - Ridgewood Area Phase 1

June 27, 2025

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

Subject: Village of Western Springs – Lyons Township High School Planning Area - Phase 1 Engineering

Dear Mr. Supert:

Baxter & Woodman, Inc. is pleased to submit this proposal to complete a Phase 1 Engineering Study of the Lyons Township High School Area Utilities. The improvements are included in the Village of Western Springs Capital Infrastructure Plan dated 2024. Our services will include a preliminary planning study to recommend the proposed scope of the required utility work and an updated Engineer's Opinion of Probable Cost.

Project Description

This Project includes approximately 5,000 linear feet of 8-inch water main replacement surrounding Lyons Township High School South Campus and along Willow Springs Road from 47th Street to 5005 Willow Springs Road including new valves, hydrants, and lead service line replacement. The water main along Willow Springs Road will be evaluated for upsizing to 12-inch water main.

The Project also includes review and recommendations for rehabilitation of 3,000 linear feet of 6-inch through 24-inch sanitary sewer in the Garden Market planning area behind Mariano's and Lou Malnati's Pizza. Baxter & Woodman, Inc. has obtained a quote from National Power Rodding for cleaning and televising of the above referenced sewers, and included the subcontractor costs in our fee.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.

- C. Provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this project:

- 1. Meetings with OWNER
 - a) Kickoff Meeting
 - b) Pre-final (90%) Meeting

1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
 - 1. Past Environmental Studies
 - 2. Lead Water Service Replacement Plan
 - 3. Water Main and Sewer Drawings of Mariano's-Walgreens Commercial Development
 - 4. Existing Utility Easements on the High School Property

2. ENGINEERING ANALYSIS

2.1. EXISTING CONDITIONS ASSESSMENT

- A. Document condition of existing water main infrastructure including available break history and repair records. Review existing connections and water main loop around shopping center. Cross reference Lead Water Service Replacement Plan with water main replacement areas.
- B. Evaluate sanitary and storm sewer systems by reviewing cleaning and televising information, assess the condition of the sewers and manholes, and identify areas of sewer failure or blockages in the Garden Market planning area.

2.2. PROPOSED IMPROVEMENTS REVIEW

- A. Review size of water main loop around high school to meet fire flow conditions. Review extension of 12-inch water main along Willow Springs Road to 47th Street.
- B. Provide recommendations for sanitary and storm sewer replacement and/or rehabilitation.

2.3. PHASE 1 ENGINEERING STUDY - Prepare a technical memorandum summarizing the existing system, analyses performed, proposed project limits, conflicts and challenges, permits required, conclusions, and recommendations for improvements. Prepare preliminary opinion of probable cost for the proposed improvements. Prepare associated exhibits, including concept plans for the recommended improvement. Outline potential funding opportunities for the proposed improvements. Describe next steps and develop anticipated schedule for improvements.

3. NOT INCLUDED

- Topographic Survey, Detailed Engineering Design, Permitting, and Bidding
- Easement Research
- Geotechnical Investigation, CCDD

IEPA LOAN REQUIREMENTS

1. AUDIT AND ACCESS TO RECORDS

- A. Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with Generally Accepted Accounting Principles. 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.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records 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 the Loan Rules Section 365.650 or Section 662.650 or Section 663.650 (Disputes) or litigation or the settlement of claims arising out of project performance, or 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.

2. COVENANT AGAINST CONTINGENT FEES - The professional services contractor (Engineer) 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 loan recipient 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.

3. USEPA NONDISCRIMINATION - The Engineer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The engineer 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 engineer 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.

4. USEPA FAIR SHARE PERCENTAGE - The engineer 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 the PWSLP or WPCLP rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

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 and subcontracted sewer CCTV work, which in total will not exceed **\$52,000**.

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

Schedule

Authorization to Proceed – July 2025
Kickoff Meeting – August 2025
Draft Technical Memo – October 2025
Owner Review Meeting – November 2025
Final Report – December 2025

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 Kolczaski at 815.444.3359 or mkolczaski@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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- B. Provide recommendations for sanitary and storm sewer replacement and/or rehabilitation. Provide recommendations for storm sewer capacity improvements as applicable.
 - C. Review available data to determine potential impacts and challenges related to roadway rehabilitation. Provide recommendations for overall road rehabilitation strategy.
- 2.3. PHASE 1 ENGINEERING STUDY - Prepare a technical memorandum summarizing the existing system, analyses performed, proposed project limits, conflicts and challenges, permits required, conclusions, and recommendations for improvements. Prepare preliminary opinion of probable cost for the proposed improvements. Prepare associated exhibits, including concept plans for the recommended improvement. Outline potential funding opportunities for the proposed improvements. Describe next steps and develop anticipated schedule for improvements.
3. EXCLUDED FROM SCOPE OF SERVICES
- There are no sidewalks in the study area and evaluation of new sidewalks is not included in the proposed scope of services.
 - Topographic Survey, Detailed Engineering Design, Permitting, and Bidding
 - Easement Research
 - Storm Sewer Cleaning and Televising in the Woodland Drive & Birch Lane Planning Area
 - Sanitary Sewer Condition Assessment
 - Environmental Testing, CCDD
 - IDOT Phase I Project Development Report (PDR)

IEPA LOAN REQUIREMENTS

1. AUDIT AND ACCESS TO RECORDS
- A. Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with Generally Accepted Accounting Principles. 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.
 - B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
 - D. The final audit report shall include the written comments, if any, of the audited parties.
 - E. Records 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

June 27, 2025

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

Subject: Village of Western Springs – Ridgewood Planning Area - Phase 1 Engineering

Dear Mr. Supert:

Baxter & Woodman, Inc. is pleased to submit this proposal to complete a Phase 1 Engineering Study of the public improvements scheduled for the Ridgewood Planning Area. The improvements are included in the Village of Western Springs Capital Infrastructure Plan dated 2024. Our services will include a preliminary planning study to recommend proposed utility and street improvements, and an updated Engineer's Opinion of Probable Cost.

Project Description

Ridgewood Area Planning Area Improvements:

- Ridgewood Area B
 - Improvements include approximately 7,000 linear feet of 8-inch water main replacement including looping existing dead end water mains, new valves, hydrants, and lead water service line replacement. Review approximately 3,800 linear feet of sanitary sewer to assess pipe condition and make recommendations for repair and rehabilitation. The improvements also include approximately 5,000 linear feet of road reconstruction including new base course, curb & gutter, driveway approaches, and street pavement.
 - Lawn Drive - Grand Avenue to Linden Court
 - Park Place - Lawn Drive to Wolf Road
 - Lawn Court, Lawn Circle, and Linden Court
 - Linden Lane - Linden Circle to Linden Court
 - Wolf Road - Park Place, north to driveway (Water Main Only)
 - Review of past drainage reports for capacity improvements. Review of approximately 2,100 linear feet of CCTV and recommendations for storm sewer rehabilitation:
 - Grand Avenue - Rear yard sewers
 - Linden Court and Linden Lane - Rear and side yard sewers
 - Lawn Circle to Grand Avenue - Rear and side yard sewers

- Baxter & Woodman, Inc. has obtained a quote from National Power Rodding for cleaning and televising of the above referenced sanitary and storm sewers, and included the subcontractor costs in our fee.
- Woodland Drive & Birch Lane Planning Area Improvements:
 - The study area includes the following streets:
 - Woodland Drive – 55th Street to Ridge Lane
 - Birch Lane – Woodland Drive to South Frontage Road
 - Water Main Improvements – Review approximately 1,200 linear feet of water main for replacement along Woodland Drive between Ridge Lane and Crestview Drive including new valves, hydrants, and lead water service line replacement.
 - Storm Water Drainage - Review storm water management reports and incorporate recommendations into proposed improvements and cost estimate.
 - Road Resurfacing - The improvements also include approximately 3,800 linear feet of road resurfacing including curb & gutter rehabilitation.

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

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.
- C. Provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this project:
 - 1. Meetings with OWNER
 - a) Kickoff Meeting
 - b) Pre-final (90%) Meeting

1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
 - 1. Environmental Studies
 - 2. JJ Benes & Associates Drainage Study – 2014
 - 3. Lead Water Service Replacement Plan
 - 4. Roadway as-builts and rehabilitation history
 - 5. ROW, GIS, and Property Data

1.4. GEOTECHNICAL REPORT

- A. Pavement Cores: Hire a geotechnical sub-consultant to take up to 18 pavement cores of the surface and base material on the streets to be resurfaced to determine the composition of the existing pavement material.

1.5. SITE VISIT

- A. Perform a field evaluation to determine the condition of existing pavements, curb and gutters, drainage structures, and evaluate the needed street improvements.

2. ENGINEERING ANALYSIS

2.1. EXISTING CONDITIONS ASSESSMENT

- A. Document condition of existing water main infrastructure including available break history and repair records. Review existing dead end water mains as well as water pressure and water age concerns in Ridgewood Area B. Cross reference Lead Water Service Replacement Plan with water main replacement areas.
- B. Evaluate sanitary and storm sewer systems by reviewing cleaning and televising information, assess the condition of the sewers and manholes, and identify areas of sewer failure or blockages in Ridgewood Area B. Review storm water management reports and determine if improvements should be incorporated into the proposed improvements.
- C. Document condition of existing pavements, curb and gutters, and drainage structures. Review street conditions in the area of concern, and street rehabilitation as it relates to utilities replacement. Review existing conditions, as-builts, rehabilitation history, and pavement cores.

2.2. PROPOSED IMPROVEMENTS REVIEW

- A. Review water main replacement in the area of concern. Review existing connections and the potential for water main looping of cul-de-sacs in Ridgewood Area B to address water age concerns and fire flow improvement. Tabulate Lead Water Service Replacements Plan for water main replacements. Assess water model for proposed improvements.

- B. Provide recommendations for sanitary and storm sewer replacement and/or rehabilitation. Provide recommendations for storm sewer capacity improvements as applicable.
 - C. Review available data to determine potential impacts and challenges related to roadway rehabilitation. Provide recommendations for overall road rehabilitation strategy.
- 2.3. PHASE 1 ENGINEERING STUDY - Prepare a technical memorandum summarizing the existing system, analyses performed, proposed project limits, conflicts and challenges, permits required, conclusions, and recommendations for improvements. Prepare preliminary opinion of probable cost for the proposed improvements. Prepare associated exhibits, including concept plans for the recommended improvement. Outline potential funding opportunities for the proposed improvements. Describe next steps and develop anticipated schedule for improvements.
3. EXCLUDED FROM SCOPE OF SERVICES
- There are no sidewalks in the study area and evaluation of new sidewalks is not included in the proposed scope of services.
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 - Storm Sewer Cleaning and Televising in the Woodland Drive & Birch Lane Planning Area
 - Sanitary Sewer Condition Assessment
 - Environmental Testing, CCDD
 - IDOT Phase I Project Development Report (PDR)

IEPA LOAN REQUIREMENTS

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 - B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
 - D. The final audit report shall include the written comments, if any, of the audited parties.
 - E. Records 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 the Loan Rules Section 365.650 or Section 662.650 or Section 663.650 (Disputes) or litigation or the settlement of claims arising out of project performance, or 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.

2. **COVENANT AGAINST CONTINGENT FEES** - The professional services contractor (Engineer) 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 loan recipient 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.
3. **USEPA NONDISCRIMINATION** - The Engineer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The engineer 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 engineer 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.
4. **USEPA FAIR SHARE PERCENTAGE** - The engineer 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 the PWSLP or WPCLP rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

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 and subcontracted services of pavement cores and sewer CCTV work, which in total will not exceed **\$88,000**.

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

Schedule

Authorization to Proceed – July 2025
Kickoff Meeting – August 2025
Draft Technical Memo – October 2025
Owner Review Meeting – November 2025
Final Report – December 2025

Mr. Matthew Supert
Village of Western Springs

June 27, 2025
2500823.01 | Page 5

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 Kolczaski at 815.444.3359 or mkolczaski@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate 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.



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: July 15, 2025

AGENDA ITEM D.4.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Water System Security Improvements Proposal from Concentric Integration

Recommendation

Consider a recommendation to approve a bid waiver and contract with Concentric Integration for the improvements to security at three (3) critical water system locations.

Summary

Western Springs Police Department performed a risk assessment of the safety and security of Village buildings and other key assets. In this report, three (3) water distribution assets were identified for improvements to bolster security. The areas of improvement were as follows:

1. Add intrusion detection on the Water Treatment Plant reservoir hatch door.
2. Add intrusion detection on the Elevated Tank riser access door.
3. Add intrusion detection on the Standpipe ladder access door.

Concentric Integration reviewed and proposed the installation of limit switches at the three locations to detect physical entry. These limit switches will be tied into the existing Supervisory Control and Data Acquisition system (SCADA) and will generate alarms to notify Village staff of entry. Digital keypads will also be installed at the Elevated Tank and Standpipe sites to enable and disable the system and will have the ability to temporarily silence the entry if it is authorized.

SCADA systems are critical in maintaining operational efficiency, processing data for smarter decisions, and in helping mitigate downtime. SCADA systems have become subject to the increased threat of cyberattacks and have fallen to several breaches in recent years. The Village of Western Springs has partnered with Concentric Integration over the years, for the maintenance, improvements, and integration of the SCADA system. By waving the bid process and awarding Concentric Integration the contract to perform these security improvements, the Village can incorporate additional safety measures with the integration team while keeping the highest degree of cybersecurity to prevent and protect the critical operational system from cyber or malicious attacks.

Municipal Services budgeted \$30,000.00 for the security improvements and the proposal from

Concentric Integration comes in at \$27,130.00.

Financial Impact

Account 4302510 62015
Fund Water
2025 Budget \$30,000
Project Cost \$27,150

Recommended Motion

I move to recommend to the Village Board the approval of a bid waiver and contract with Concentric Integration for an amount not to exceed \$27,130.

Strategic Plan Alignment

Financial Sustainability

- Develop Plans to Address Village's Risk and Liability Exposure

File Attachments

1. 2400554.00_Proposal_IntrusionSecurityImprovements_V3



Project Proposal

July 7, 2025

Mr. Ronald Derengowski
Water Plant Superintendent
Village of Western Springs, IL
615 Hillgrove Avenue
Western Springs, IL 60558

Subject: Intrusion Security Improvements

Concentric Project Number: 2400554.00

Dear Mr. Derengowski:

The Village of Western Springs recently conducted a review of their water distribution sites and have identified areas of improvement to bolster security of three of their sites. The areas of improvements were as follows:

1. Add intrusion detection on the Water Treatment Plant reservoir hatch door.
2. Add intrusion detection on the Elevated Tank riser access door.
3. Add intrusion detection on the Standpipe ladder access door.

Concentric Integration has reviewed the three sites above with the Village and recommends installing limit switches to detect physical entry of the areas listed above. The limit switches will be tied into their existing SCADA system and generate alarms to notify Village staff of entry. Concentric also recommends installing digital keypads at the Elevated Tank and Standpipe sites to enable/disable the intrusion system and temporarily mute the intrusion alarms if the entry is authorized.

Following is Concentric Integration's Scope of Services for the Intrusion Security Improvement Project.

Scope of Services

Equipment

Concentric will provide the following equipment:

1. Quantity three (3) Allen-Bradley 802K-MALS11E Limit Switch
2. Quantity two (2) Assa Abloy DK12-WCC-WBB SECURITRON Illuminated Digital Access Keypad with electrical box and cover.

Concentric will also provide any miscellaneous control panel components (Patch cables, wire, mounting hardware, etc.) as required for a complete installation.





Labor

Project Management

1. Plan, schedule, and coordinate the activities required to complete the Project.
2. Coordinate a short phone-based kick-off call to schedule the installation.
3. Manage a punch-list upon the last task of the Project.
 - a. The Village will be responsible for providing punch-list items to Concentric's Project Manager.
 - b. Punchlist will be agreed up between Concentric's and the Village's Project Manager(s) one week after the last task of the Project.

WTP Reservoir Hatch Intrusion Improvements

1. Subcontract Okeh Electric, or other local, reputable electrical contractor, to install a limit switch and required PVC coated conduit within the WTP reservoir hatch and run wire back to the WTP SCADA Panel to detect if the hatch is open or closed.
2. Modify the existing WTP PLC program to add reservoir hatch limit switch input and trigger an alarm in SCADA when the hatch is open.
3. Add WTP reservoir hatch intrusion alarm in iFix and Win911 to notify Village staff.

Elevated Tank Intrusion Improvements

1. Subcontract Okeh Electric, or other local, reputable electrical contractor, to install a limit switch and required aluminum conduit within the Elevated Tank riser and run wire back to the ET SCADA Panel to detect if the riser access door is open or closed. Okeh Electric will also install a digital keypad within the Elevated Tank riser to enable and disable the station intrusion alarm.
2. Modify the existing Elevated Tank PLC program to add riser access door limit switch input and trigger an alarm in SCADA when the door is open.
3. Program the digital keypad with one (1) access code to enable/disable the station intrusion alarm. Modify the existing PLC program to accept an input from the digital keypad to disable/enable the station intrusion alarm.
4. Add Elevated Tank riser access door intrusion alarm in iFix and Win911 to notify Village staff. Add Intrusion system enabled/disabled status indicator on the Elevated Tank SCADA screen.

Standpipe Intrusion Improvements

1. Subcontract Okeh Electric, or other local, reputable electrical contractor, to install a limit switch and PVC coated conduit within the Standpipe and run wire back to the Standpipe SCADA Panel to detect if the Standpipe ladder access door is open or closed. Okeh Electric will also install a digital keypad within the Standpipe to enable and disable the station intrusion alarm.





2. Modify the existing Standpipe PLC program to add the Standpipe ladder access door limit switch input and trigger an alarm in SCADA when the door is open.
3. Program the digital keypad with one (1) access code to enable/disable the station intrusion alarm. Modify the existing PLC program to accept an input from the digital keypad to disable/enable the station intrusion alarm.
4. Add Standpipe ladder access door intrusion alarm in iFix and Win911 to notify Village staff. Add Intrusion system enabled/disabled status indicator on Standpipe SCADA screen.

Documentation

1. Provide via USB flash drive or secure electronic file-share using Microsoft OneDrive, or similar, electronic copies of the following:
 - a. Signed Field Device Test Reports
 - b. Updated PLC Programs
 - c. As-built wiring diagrams, detailing the completed installations.

Fee

Our fee for the above scope is a lump sum of \$27,130.

The following is a breakdown of the Fee above:

Site	Concentric Labor	Subcontractor	Equipment	Total
WTP	\$6,020	\$4,851	\$122	\$10,993
Elevated Tank	\$5,120	\$1,718	\$422	\$7,260
Standpipe	\$5,120	\$3,335	\$422	\$8,877
				\$27,130

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

Concentric Assumptions / Customer Responsibilities

1. Customer will assign an initial project manager at the project kickoff meeting.
2. Customer will provide site access for installation, programming, and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
3. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.





4. Customer will dispose of/recycle any removed equipment.

Project Schedule

Concentric is available to begin work upon notice to proceed.

Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- ☒ DOES apply
☐ DOES NOT apply

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third-Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- ☒ DOES apply
☐ DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10.2 (V10.2), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK/RRO



CUSTOMER:
VILLAGE OF WESTERN SPRINGS, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: July 15, 2025

AGENDA ITEM D.5.

To: Public Works and Water Committee

From: Jeff Koza, Director of Engineering Services

CC: John Mastandona, Director of Finance

RE: Springdale Drainage Improvements Project - Change Order #1

Recommendation

Staff is working with the Springdale Drainage Improvements Project engineer, CBBEL, to develop a formal Change Order #1 for the Committee's review and consideration at the next Committee meeting in August. At this time, staff is seeking consensus from the Committee on the elements of the proposed Change Order #1.

Summary

Work began last month on the Springdale Drainage Improvements Project ("Project"). The awarded contract value for the Project is \$5,188,313. The Contractor has made good progress with the detention basin construction in Springdale Park. They also have separate crews that have begun work on storm sewer and water main installation on 52nd Place.

Christopher B. Burke Engineering, Ltd. ("CBBEL") provided the Village design engineering services for the Project, and they are also performing construction observation services for the Village on the Project. A few weeks ago, CBBEL advised the Village that a large quantity discrepancy was discovered impacting the Project's earth excavation pay item quantity. Separately, CBBEL and the Village have been developing two (2) separate changes in Project scope that the project team believes will enhance the overall Project. A summary of the quantity discrepancy and the two scope enhancements is provided below.

Earth Excavation (Basin) Quantity Discrepancy

The contract quantity for the earth excavation pay item was lower than required for the proposed work. The excavation of the proposed stormwater basin requires topsoil stripping and earth excavation to an elevation 12-inches below the proposed finished grade to account for topsoil replacement. While the additional 12-inches of excavation was accounted for in the project design, it was not accurately represented in the bidding documents. The plan quantity for earth excavation at bidding was 3,565 cubic yards. The estimated quantity required is 11,350 cubic yards. Using the contractor's unit bid price of \$42 per cubic yard, the estimated cost increase is approximately \$327,000. The excavation work is a required Project element. It must be performed or else the detention basin will not function as designed. The cost increase represents an increase of 6.3% to the Project contract value.

Scope Enhancement - Grading revisions to the Springdale Park Stormwater Basin Berm

The original scope of the Springdale Drainage Improvement Project identified by the Village included the design of drainage improvements to remove structure flooding during 100-year storm events on Franklin Avenue and at the intersection of Howard Avenue and 54th Street within the Springdale Park neighborhood, while avoiding any negative impacts on locations downstream of the project area. Addressing historical flooding issues on Wolf Road was not an original design objective. Although adjacent, the Wolf Road flooding issues are within the jurisdiction of Cook County and would require substantial work on their system to improve. The Village has frequently communicated the flooding concerns on Wolf Road to Cook County.

Shortly after construction began, the Village and CBBEL investigated possible design enhancements to the Springdale Park stormwater basin that might provide flood reduction benefits on Wolf Road or other downstream locations. It was determined that adding a small berm around the west and south sides of the stormwater basin to raise the top elevation of the basin by approximately 2 feet would provide significant benefits and further reduce flood depths of flooding that occurs at Wolf and 53rd Street by storing more water in the Park basin. CBBEL performed hydraulic modeling and found that the proposed basin berm modifications would provide significant benefits, including a reduction in impact on the Wolf Road flooding during the 25-Year storm event and reduction of flooding depths on Wolf Road during the 50-Year and 100-Year storms by almost 50%. The Project team has had discussions with Park District Staff about this scope enhancement and the initial feedback from the Park Staff was favorable. CBBEL is working with the Park District's engineering consultant to review these changes. CBBEL has also been working with the Project Contractor to develop an estimated cost for the work. The current preliminary estimate of cost for this scope enhancement is \$70,000 which would be an added cost to the contract and represent an increase of 1.3% to the contract value.

Scope Enhancement - Springdale Park Pavilion Demolition

The Project includes the installation of a large 43" by 68" elliptical storm sewer that runs from the intersection of 52nd Place and Caroline Avenue west to the proposed detention basin. It conveys stormwater through the east side of the park to the new detention basin. Due to the desire not to remove large mature trees in the park, this storm sewer was planned to be placed near the existing park pavilion. The sewer can be constructed per plan without disturbing the pavilion. However, there would be a benefit to the Project if the pavilion were removed. It would free up work space for the Contractor to more easily and more quickly complete the storm sewer installation. It may allow for shifting of the storm sewer northward further moving the sewer away from the large mature trees located just south of the sewer. Lastly, the Park District recently announced they had received a grant to construct a brand new pavilion in the park to replace the current pavilion. The pavilion will need to be demolished in 2026 to make way for the new pavilion. The Contractor has provided the Village with an agreed unit price to demolish the pavilion. The price is very favorable because of the removal of the pavilion benefits to the Contractor. While this is an added cost to the Village Project, the favorable price received does benefit the residents since both the Park District and Village serve the same

residents. The current estimate of cost to remove the pavilion is \$10,000. This cost would be an addition to the contract of approximately 0.2%.

Staff Recommendation

The earth excavation work in the park must be done to provide a detention basin to resolve the Springdale flooding problem. Staff recommends that a change order to pay for the work must be approved or the project will not be completed as designed. Additionally, staff is recommending the Committee provide consensus approval to proceed with the two (2) scope enhancements. Both scope enhancements provide worthwhile benefits to the Project. Over the next few weeks, staff and the CBBEL project team will work to refine and finalize the costs for each element of the proposed Change Order #1. Staff will present a formal change order at the August 2025 Committee meeting for the Committee's consideration.

Financial Impact

Project Awarded Contract Amount:	\$5,188,313
Estimated Change Order #1:	+\$407,000 (7.8% increase)

The FY 2025 budget includes funding for the project spread over three (3) separate fund accounts. The work items in Change Order #1 are all related to stormwater. Thus, the stormwater fee fund would be the appropriate account to pay for the change order.

FY 2025 Budget for the stormwater components of the Project:	\$5,125,000
Portion of the awarded contract to be paid with this fund:	\$4,207,813
Portion of the awarded contract with Change Order #1 included:	\$4,614,813.

A budget amendment is not required.

Recommended Motion

Staff will poll the Committee to determine if there is a consensus to move forward with the proposed Change Order #1. The Change Order #1 would be formally presented at the August 2025 Committee meeting.

Strategic Plan Alignment

N/A

File Attachments

None



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: July 15, 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: July Water System Update

Recommendation

An administrative report for the water system for July. No further action is necessary.

Summary

53rd Street Watermain Replacement

Municipal Services has received the boring report from Midland Standard Engineering & Testing, Inc. that was performed on June 26, 2025. The purpose of this exploration and analysis was to determine the various components of the soil, the engineering characteristics of the subgrade materials, and to provide criteria for use by our design engineering firm V3. Bids are anticipated to go out on the week of July 14th and close with the bid opening on Monday, August 4, 2025. Municipal Services will bring forth a recommendation for the contract award to the Public Works and Water Committee in August.

Well #3 Surplus Motor Decommissioned

On June 30, 2025, the mercury material from the surplus 16" well 3 motor was properly reused, recycled, or reclaimed with all Federal and State laws and regulations from Bethlehem Apparatus Company, Inc. in Pennsylvania. Attached you will find the Certificate of Recycling. This will close Ordinance 25-3237 which was approved in January 2025.

Water Plant Assessment Study

Carollo Engineers is finishing up the water plant assessment and evaluation of the Amiad performance. Some information we initially received is useful in our current process of clean-in-place on the reverse osmosis membranes. To maximize the cleaning, a low pH and high pH cleaner is needed. Current operations use both but certain products may be more effective in the removal and are being studied. There is not much of a iron or biological fouling problem with the RO. What's there is cleaned off based on current cleaning frequency criteria. The cartridge filters grab the brunt of what particles pass through the Amiad system. Carollo is

optimistic to have the complete report submitted by the end of July.

Phase 1 Lead Replacement Begins

On Thursday, July 17, 2025, the Village will meet with HR Green and Millenium for the Pre-Construction meeting in the replacement of 42 lead service lines. After a longer than anticipated approval process from the State, the Village was finally approved and notified for the loan. To generally summarize the process:

1. A preconstruction meeting will be held between the Contractor, resident engineer and representatives from the Village of Western Springs prior to start of work. Contractor will be required to submit a detailed plan describing the trenchless method to be used for review and approval of Engineer/Village.
2. Initial Site Assessment: Shall be attended by the Contractor, Village of Western Springs, Engineer, and Homeowner. The Contractor will complete the pre-construction site assessment form for the specific property (attached). During this assessment, the Contractor will walk through the proposed approach for the service replacement. This is the opportunity for residents to ask questions. The pre-construction form has to be signed by a Village representative before the Contractor can start the work.
3. After the pre-construction form is approved, the Contractor will need to prepare a preliminary timeline to inform each resident of the date that the replacement is expected to occur.
4. The installation date and time should be confirmed with the resident, Engineer, and Village at least 24 hours before work is to take place.
5. The work for individual property shall be completed in one day. The Contractor will be required to flush and disinfect the water service immediately after replacement. The Village will provide each customer with instructions on how to flush the interior plumbing on the same day as the service is replaced.
6. After construction is complete, the Engineer will inspect the work and prepare a list of items for repair (punch list).
7. After the punch list is addressed, the Contractor will be required to complete the post-construction form. A Village representative will be required to sign the form.

An update letter with the process was sent on July 7, 2025 to the 42 homes that will be receiving the new copper service line.

Well #1 Study

Baxter and Woodman was approved to identify design criteria for the possibility of abandonment with Well # 1 by comparing the costs of rehabilitation with the quote and proposal by Water Well Solutions. Several other conditions that will be used in the study include the completed Water Treatment Plant assessment by Carollo Engineers, the water

model study that was completed by HR Green for projected and existing demands, well operational reports, and sampling results. The Village anticipates that this assessment will begin in late July/early August.

Financial Impact

All financial impacts were approved prior to this report.

Recommended Motion

There is no recommended motion needed for the items in this month's report.

Strategic Plan Alignment

File Attachments

1. WS Well 3 motor - Cert of Recycling



Bethlehem Apparatus Company, Inc.

890 Front St., P.O. Box Y, Hellertown, PA 18055 • 610-838-7034 • FAX 610-838-6333

Certificate of Recycling

Bethlehem Apparatus Company certifies that all mercury contaminated material received (1) 16" Motor, RM# RTN-2458, Serial #16-257-4-2RB (PO# A-221576) from:

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558
Well 3 Spare - IL

has been properly reused, recycled, or reclaimed in compliance with all applicable Federal and State laws and regulations.

Received Date: 06/19/25

Recycled Date: 06/30/25

BETHLEHEM APPARATUS COMPANY, INC.
890 Front Street
Hellertown, PA 18055

EPA ID Number: PAD002390961

By: Paula W. Martinko

Signature: 

Title: Environmental Department