



AGENDA

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026 at 6:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Approval of Minutes 11-24-2025

C. Public Comment

D. New Business

1. Agreement with Wigen Water Technologies for the Reverse Osmosis Membrane Replacement
2. 2026 Water Treatment Chemical Supply and Delivery — Preliminary Award Recommendation
3. Agreement with National Power Rodding Corporation for the 2026 Catch Basin & Inlet Cleaning
4. Agreement with Custom Filtration Solutions, LLC.
5. Agreement with Murphy Construction Services, LLC for the 2026 Sidewalk, Curb, and Gutter Replacement
6. Agreement with Murphy Construction Services, LLC for 2026 Sidewalk Shaving
7. Agreement with National Power Rodding, Corp. for 2026 Sewer Televising
8. Resolution for Right of Way Work on State of Illinois Highways

E. Other Business

1. January 2026 Water System Update
2. Vendor Contracts for Services, Goods, and Supplies Exceeding \$25,000.00. (Discussion only)

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
Monday, November 24, 2025
Village Hall 740 Hillgrove Ave
Western Springs IL 60558

Call to Order

5:15 PM Scott Lewis, Chairman-Trustee Presiding

Committee Members' Present:

Scott Lewis, Trustee, Chair

Karen Martin, Trustee

Heidi Rudolph, Village President

Committee Members Absent:

None

Staff Present:

Casey Biernacki, Deputy Village Manager

Matthew Supert, Director of Municipal Services

Jeff Koza, Engineering Director

Ron Derengowski, Water Plant Superintendent

Roll Call

As noted above.

Approval of Minutes:

Karen Martin motioned to approve 11/4/2025 Public Works and Water Committee meeting minutes seconded by Chair, Scott Lewis. Motion passed unanimously on a voice vote.

Public Comment- None

New Business:

1. Hillgrove Avenue Improvements Resolution of support for project application for Surface Transportation STP Funds

It was reported there are over three million fund requests, close to 9 million, seeking additional funds for applicants for the 2030-2031 program, which may need to pull from other funding, capital plan projects, target a grant.

V3 is assisting staff with the application process. Motion by Chair Scott to move forward to recommend to the Village Board the approval of a resolution authorizing the approval of the expenditure of Village local matching funds for the Hillgrove Ave Improvements that may be funded through the West Central Municipal Conference STP and submittal for an application by VOWS for the project and seconded by Trustee Karen Martin.

2. **Woodland Avenue Reconstruction Project Update** Jeff Koza reported that the Woodland Avenue reconstruction is planned for 2026, awarded to G&M Cement \$2,992,345.08. 47th to Burlington Avenue. Approval for oversight. Chair Scott motion to recommend to the Village Board to award the contract for the Woodland Avenue Reconstruction Project to the lowest cost to G&M Cement Construction for the amount not to exceed \$2,992,345.08 seconded by Trustee Martin.

3. **Professional Services Agreement with HR Green for Construction Observation Services for Woodland Avenue Reconstruction Project**
Director Koza reported that HR Green provide construction observation for this project. Chair Scott motion to recommend to the Village Board to award the contract for HR Green for professional services for construction observation services for the Woodland Ave Recon project not to exceed \$274,935 and seconded by Trustee Martin.

4. **Vendor Purchase and Waiver of Competitive Bid for Spoils Removal with Heidelberg Materials, McCook**
Director Supert reported that the Public Works Department is continuing the removal of accumulated spoils from main breaks, and sewer repairs. They would like to continue to remove the spoils in a timely manner. Municipal Services is requesting the Village Board to waive the competitive bid process and authorize an increase in spending with Heidelberg Materials of McCook. Motion to waive the bid process in favor of a sole vendor and approve a purchase from Heidelberg Materials and seconded by Trustee Karen Martin. Motion passed unanimously on a voice vote.

Other Business

December 2025 Water System Update:

Ron Derengowski, Water Plant Superintendent reported a new insertion valve was installed in front of 5300 Fair Elms. 4322 Western Avenue is the last lead service line to be completed in Phase 1 of the project. Baxter and Woodman have completed their draft of the technical memorandum regarding Well #1 for the abandonment. Received two RFPs for Reverse Osmosis membrane replacement and Chemical Supply & Delivery, bid opening 12/11/25.

Schedule for the Next Committee Meeting:

The Public Works and Water Committee meeting is scheduled for Tuesday, January 6, 2025, at 5:15p.m.

Adjourn

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

Meeting adjourned at 5:58 PM Respectfully Submitted: Jenny Pesek



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

AGENDA ITEM D.1.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Agreement with Wigen Water Technologies for the Reverse Osmosis Membrane Replacement

Recommendation

Consider recommending approval of an agreement with Wigen Water Technologies for the 2026 Reverse Osmosis (RO) Membrane Replacement in an amount not to exceed \$261,945.50.

Summary

Over the past three years, the rejection and recovery of the membranes on the reverse osmosis skids that treat Wells #3 and #4 have significantly decreased. An assessment of the Water Plant equipment by Carollo has also demonstrated a need to replace the membranes to enhance the efficiency and reliability of the treatment process.

On November 13, 2025, the Village published a Request for Proposals (RFP) for the supply and labor for the removal of the existing failing membranes and installation of new membranes. As part of the proposal, the Village requested a letter of interest, certification that the respondent is qualified to perform the work, relevant experience, information about the organization/company, and pricing for the labor, travel, and items. Because this was not a formal bid, the awarding was not based on the pricing alone.

On December 4, 2025, the Village received a total of (5) proposals. While all respondents met the initial submission criteria, Custom Filtration Solutions LLC advised they would not be able to take on the required engineering liability due to the size of their organization and subcontractor. Of the four remaining, Wigen Water Technologies confirmed they have the material readily available to begin mobilizing upon awarding of the project, and can complete the project, including testing of the membranes, within 14 working days. Wigen Water Technologies performed the initial replacement of the reverse osmosis membrane cartridges back in 2018.

Though Process Solutions, Inc. came in at the lowest price, Unfortunately, the savings came primarily through the line item for labor costs. Upon discussion with a representative from the company, the costs did not reflect the payment of prevailing wage rates. This is required for all public works projects in Illinois. In addition, the replacement of the membranes would not

occur until late March or early April. If we were to wait until springtime to do this work, we would incur additional cost for the chemicals needed to perform multiple clean-in-place maintenance of the existing membranes before Process Solutions, Inc. could execute the work.

Staff strongly recommends Wigen Water Technologies for this work. The Village has budgeted \$260,000 for the project. Municipal Services does not anticipate a budget amendment at this point in time as there will be savings in the pre-membrane cartridges line item in this same fund.

Financial Impact

Account 4302510 55352
Fund Water Fund
2026 Budget \$260,000.00
Project Cost \$261,945.50.

Recommended Motion

I move to recommend to the Village Board the approval of an agreement with Wigen Water Technologies for the 2026 Reverse Osmosis (RO) Membrane Replacement for an amount not to exceed of \$261,945.50.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2026 RO Membrane Pricing Comparison
2. Wigen Water Technologies Proposal

	H2O Innovation	Wigen Water Technologies	Custom Filtration Solutions LLC		Anchor Heavy Civil	Process Solutions Inc.	
Description	Extended Price	Extended Price	Extended Price (Membrane Supply Only)	Extended Price (RO Membrane Elements)	Extended Price	Extended Price	Extended Price - Alternate (Filmtec)
Toray TMH20A-400C 8" x 40" or LG BW-MOST (Active Membrane Area 400 ft² (37 m²))	\$ 195,570.00	\$ 178,080.00	\$ 179,444.22	\$ 195,344.22	\$ 235,050.00	\$ 159,000.00	\$ 194,755.00
Estimated Service Labor	\$ 89,798.00	\$ 67,200.00	\$ 48,910.00	\$ 48,910.00	\$ 53,760.00	\$ 14,400.00	\$ -
Estimated Travel Expenses	\$ 38,623.00	\$ 14,860.00	\$ 8,160.00	\$ 8,160.00	\$ -	\$ 4,640.00	\$ -
Mobilization Fees	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Freight			\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -
Total RO Skid 3 & 4	\$ 359,991.00	\$ 260,140.00	\$ 240,014.22	\$ 255,914.22	\$ 288,810.00	\$ 178,040.00	\$ 194,755.00
Alternate Parts	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price
Spare Head Seals	\$ 72.50	\$ 593.50	\$ 848.30	\$ 848.30	\$ 1,000	\$ 500	\$ -
Spare Adapter Seals	\$ 580.00	\$ 108.00	\$ -	\$ -	\$ 1,000	\$ 60	\$ -
Spare Permeate Port Seals	\$ 6,520.00	\$ 108.00	\$ 102.20	\$ 102.20	\$ 1,000	\$ 60	\$ -
Spare Membrane Adapters	\$ 72.50	\$ 996.00	\$ 1,799.60	\$ 1,799.60	\$ 1,000	\$ 1,300	\$ -
Total Alternate Parts	\$ 7,245.00	\$ 1,805.50	\$ 2,750.10	\$ 2,750.10	\$ 4,000	\$ 1,920	\$ -
Total Including Parts	\$ 367,236.00	\$ 261,945.50	\$ 242,764.32	\$ 258,664.32	\$ 292,810.00	\$ 179,960.00	\$ 194,755.00

The Village of Western Springs



Request for Proposals (RFP) Reverse Osmosis Membrane Replacement

RFP Issued: Thursday, November 13, 2025

Response Due: 10:00 A.M on Thursday, December 4, 2025

The Village of Western Springs, Illinois (“Requestor”) is issuing a Request for Proposals (“RFP”) for qualified firms to submit responsive proposals to furnish and replace membranes on reverse osmosis water treatment equipment.

In order to have your firm’s Proposal considered, it must be submitted in a sealed envelope containing:

- A copy of the Organization’s Proposals, Letter of Interest, and the Contractor’s Qualifications

The sealed envelope shall be plainly marked:

Reverse Osmosis Membrane Replacement
Attn: Diana Puga
Village of Western Springs
740 Hillgrove Avenue,
Western Springs, Illinois 60558
Submitted by: *Wigen Water Technologies*

The Proposal must be received at the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558, **no later than 10:00 A.M., December 4, 2025 (“Submittal Deadline”)**. The Proposal may be submitted by mail, delivery service, or in person. Faxed or emailed Proposals will not be accepted. In-person deliveries will only be accepted at Village Hall during the Village’s current hours of operation. Any Proposal received after the Submittal Deadline closing time and date will not be considered.

SCHEDULE OF PRICES – RO Skids

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

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

Well #3 RO Skid

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Extended Price</u>
Toray TMH20A-400C 8" x 40" or LG BW-MOST (Active Membrane Area 400 ft ² (37 m ²))	<u>168</u>	<u>\$560.00/ea.</u>	<u>\$94,080.00</u>
Estimated Service Labor*	<u>144</u>	<u>\$240.00/hr.</u>	<u>\$ 34,560.00</u>

Well #4 RO Skid

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Extended Price</u>
Toray TMH20A-400C 8" x 40" or LG BW-MOST (Active Membrane Area 400 ft ² (37 m ²))	<u>150</u>	<u>\$ 560.00/ea.</u>	<u>\$84,000.00</u>
Estimated Service Labor*	<u>136</u>	<u>\$ 240.00/hr.</u>	<u>\$32,640.00</u>

Estimated Travel Expenses (Both Skids)**	1	<u>\$ 14,860.00</u>	<u>\$ 14,860.00</u>
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Total (RO Skid 3 & 4) \$260,140.00

ALTERNATE BID ITEMS

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Extended Price</u>
Spare Head Seals	10	<u>\$ 59.35 ea.</u>	<u>\$ 593.50</u>
Spare Adapter Seals	10	<u>\$ 10.80 ea.</u>	<u>\$ 108.00</u>
Spare Permeate Port Seals	10	<u>\$ 10.80 ea.</u>	<u>\$ 108.00</u>
Spare Membrane Adapters	10	<u>\$ 99.60</u>	<u>\$ 996.00</u>
Total \$			<u>1,805.50</u>

*For Service Labor, please include in the proposal number of technicians, site hours, and travel hours

**For Estimated Travel Expenses – please include air fare, ground transportation, lodging, per diems for all technicians

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.

(d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages –

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

(3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers –

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage --

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.

14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The 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. The VILLAGE 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. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. 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 VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. 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 VILLAGE's confidential and proprietary information.
17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
 25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
 26. The waiver of one party of any breach of the 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 the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
 27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
 28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
 - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois

discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.
- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
- o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
- p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely

and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: November 24, 2025



**Water.
Process.
Solutions.**



PROPOSAL FOR Village of Western Springs, IL

Submitted by:
Mark Roufs
Aftermarket Sales Manager
952-208-1276
Mark.roufs@wigen.com

Bid Date:
11/24/2025

Proposal No:
S-2509-0042C

4201 Norex Drive, Ste. 100 • Chaska, MN 55318 USA
T: (952) 448-4884 • TF: (800) 240-3330 • F: (952) 448-4886 • W: WIGEN.COM





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1.0 INTRODUCTION – LETTER OF INTEREST

Wigen Water Technologies (Wigen) is issuing this Letter of Interest and is pleased to provide this proposal to replace the membranes in Well #3 and Well #4 Reverse Osmosis Skids for the Village of Western Springs, IL. Wigen has reviewed the Request for Proposal and understands the scope of work and terms.

Exceptions/exclusions and Terms and Conditions are provided at the end of this document.

If you have any questions about this proposal, please do not hesitate to contact me.

Sincerely,

Mark Roufs
Aftermarket Sales Manager

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3.0 SCOPE OF SUPPLY

3.1 REVERSE OSMOSIS MEMBRANE REPLACEMENT - Well #3 RO Skid

Membrane Elements	
Membrane Quantity	168 Elements
Manufacturer/Model	Toray TMH20A-400C
Type	Polyamide, Thin Film Composite
Manufacturer's Element Warranty	One (1) Year Limited Warranty
Membrane Pressure Vessels	
Vessel Quantity	24; 16:8 Array
Manufacturer/Model	Protec Model PRO-8-300 -7, 7-Long; 8"
Vessel Construction	FRP, 300 psi
Scope of Work	
Remove existing RO elements from Well #3 RO Skid	
Dispose of existing membranes on site. Disposal means (i.e. Dumpster) provided by others	
Install replacement membranes and restart RO skid	

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4.0 PRICING

Pricing for the equipment and services as described in this proposal is provided below.

Prices are in US dollars.

4.1 REVERSE OSMOSIS MEMBRANE REPLACEMENT - Well #3 RO Skid

ITEM #	DESCRIPTION	QTY.	RATE	TOTAL
1	Toray TMH20A-400C Ultra Low-Pressure Brackish Water RO Membrane Element, 8" x 40"	168	\$560.00 ea.	\$94,080.00
2	Service Labor - labor to remove and install RO membranes Includes: Wigen Field Service Team (4 technicians) - (20) site hours and (16) travel hours each	144	\$240.00/hr.	\$34,560.00
3	Estimated Travel Expenses Includes: air fare, ground transportation, lodging, per diem	1	\$7,430.00	\$7,430.00
SUBTOTAL				\$136,070.00
Sales Tax				TBD
TOTAL				\$136,070.00
NOTES: <ul style="list-style-type: none"> • Excludes freight/shipping & handling • Delivery - provided at placement of order • Payment terms – Net 30 				

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5.0 CLARIFICATIONS & EXCLUSIONS

- Pricing excludes any applicable taxes or tariffs.
- Pricing excludes shipping & handling.
- Pricing excludes performance bond, if required.
- Offloading & staging of materials by others.
- Disposal means by others (i.e. Dumpsters)
- After-hours labor excluded.
- Pricing valid for 30 days from bid date.
- Additional parts or services are excluded.
- Unforeseen conditions excluded.

6.0 TERMS AND CONDITIONS

General Terms and Conditions

9S-10-P-WIGEN WATER TECHNOLOGIES: SERVICE TERMS AND CONDITIONS

1.0 TERMS. Subject to the terms and conditions (“Agreement”) herein, Wigen Water Technologies (“Wigen”) has agreed to sell to the buyer identified in Wigen’s quote (hereafter, “Buyer”) (individually, each a “Party” and collectively the “Parties”), and Buyer has agreed to buy from Wigen those certain services (“Services”) and products (“Products”), if any, set forth in Wigen’s quote and/or proposal or such other similar document (collectively, the “Quote”), which Quote is expressly incorporated herein. The number of hours for Service shall be those set forth in the Quote.

2.0 PURCHASE PRICE/TERMS OF PAYMENT. The price for the Products and Services (“Purchase Price”) is stated in the Quote, absent typographic or other errors, which are subject to correction. Applicable sales tax, shipping costs, and handling fees will be added to final invoice. In the event USImposed tariffs or import taxes or import fees are applied to Products desired for or needed for fulfillment of the Quote, Buyer agrees to pay Wigen such additional costs, if any, on a documented, pass-through basis. Both Parties may propose changes to the scope of supply; no proposed changes will be acceptable until agreed to by both Parties in writing, which both Parties agree in good faith to negotiate. Unless otherwise provided, payment is due in US dollars within 30 days from invoice date. Payment shall be made by ACH or bank wire or as otherwise agreed. Where applicable, when Products are placed at the disposal of the Buyer or the end-user of the Products (“Owner”) ready for unloading, delivery shall be deemed to have occurred, and invoices “due upon delivery” of Products shall be due 30 days thereafter. Any undisputed amounts not paid when due will be subject to interest computed at a rate equal to 1.5% per month or the highest rate permissible under law. Undisputed invoices shall be paid regardless of disputes relating to other invoices.

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11.0 LIMITATION OF REMEDIES. Neither buyer nor Wigen shall be liable to the other for indirect, incidental, consequential or special damages of any kind, including without limitation, foreseeable business losses, loss of profits, and/ or economic loss. the parties agree that these limitations are agreed allocations of risk and shall survive a determination of any court that any remedy herein fails of its essential purpose.

12.0 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCE SHALL WIGEN'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY BUYER.

13.0 DEFAULT. In the event of a material default by Buyer, Wigen may, in addition to other available remedies, (a) suspend in transit any shipment; (b) decline further shipments; (c) postpone further performance until such default is corrected; (d) cancel this Agreement/Quote; and (e) declare all amounts owed by Buyer payable immediately.

14.0 INDEMNITY. Buyer shall defend, hold harmless, and indemnify Wigen from and against any and all claims, along with all damages and expenses (including reasonable attorneys' fees) related to or in connection with (i) any defect or failure of the Products (including any software code related thereto) not due to the fault of Wigen; (ii) any alleged or actual breach of this Agreement by Buyer and/or Buyer's agents, and/or (ii) any negligent or intentional acts or omissions of Buyer and/or Buyer's agents.

15.0 ASSIGNMENT. Buyer may not assign this Agreement or the Quote without first obtaining Wigen's written consent.

16.0 CONFIDENTIALITY. Buyers agree to hold in confidence all confidential information disclosed to it by Wigen and to use such information solely for the purpose of performing its obligations hereunder. Such information includes but is not limited to financial data, technical data (including schematics and designs), computer code, software (including PLC, HMI, and VFD code), technical documentation, and other data Buyer has reason to know or reasonably should know is confidential ("Information"). Buyer may disclose Information to Buyer's agents with a bona fide need to know under this Agreement, provided prior to such disclosure, Buyer informs Buyer's agents of these requirements and obtains from Buyer's agents agreement(s) in writing to be bound by confidentiality terms at least as restrictive as those applicable to Buyer.

17.0 COMPLIANCE. Buyer shall, at its expense, comply with all applicable laws and regulations applicable to Buyer and obtain/maintain all governmental approvals applicable to Buyer, if any.

18.0 GOVERNING LAW AND JURISDICTION. The laws of Minnesota shall govern this Agreement; any proceeding related to this Agreement shall be in Minnesota state or federal courts.

19.0 SURVIVAL. The following sections will survive this Agreement: Intellectual Property Ownership, Limited Warranty, Limitation of Remedies, Limitation of Liabilities, Indemnity, Confidentiality, Governing Law and Jurisdiction, and Survival.

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3. LIMITATION OF WARRANTIES. THE WARRANTIES SET FORTH HEREIN SHALL NOT APPLY TO ANY PRODUCTS WHICH HAVE BEEN ALTERED, MODIFIED, INSTALLED, USED, OR MAINTAINED IN A MANNER OTHER THAN AS ORIGINALLY INTENDED OR USED IN A MANNER CONTRARY TO WIGEN'S INSTRUCTIONS AND/OR INSTRUCTION MANUALS OR TO PRODUCTS WHICH SUSTAIN DAMAGE BY REASON OF ACCIDENT, MISUSE, ABUSE, ABNORMAL OPERATING CONDITIONS, OR TO UNAUTHORIZED ALTERATION, SERVICE, OR REPAIR.

4. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WIGEN HEREBY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES SOLD HEREUNDER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY.

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8.4 – Alternate Bid Items

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Extended Price</u>
Spare Head Seals	10	\$59.35 ea.	\$593.50
Spare Adapter Seals	10	\$10.80 ea.	\$108.00
Spare Permeate Port Seals	10	\$10.80 ea.	\$108.00
Spare Membrane Adapters	10	\$99.60 ea.	\$996.00
<u>Total</u>			<u>\$1,805.50</u>

*For Service Labor, please include in the proposal number of technicians, site hours, and travel hours - Reference Section 4.1 & 4.2.

**For Estimated Travel Expenses – please include air fare, ground transportation, lodging, per diems for all technicians - Reference Section 4.1 & 4.2.

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AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

AGENDA ITEM D.2.

To: Public Works and Water Committee

From: Ronald Derengowski, Water Plant Superintendent

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

RE: 2026 Water Treatment Chemical Supply and Delivery — Preliminary Award Recommendation

Recommendation

Consider and recommend approval and award of the 2026 Water Treatment Chemical Supply and Delivery to Hawkins, Inc for an amount up to \$325,000.00 predicted on the chemicals necessary for finished water production and plant maintenance operations.

Summary

On November 13, the Village published a Request for Proposals (RFP) for the supply and delivery of chemicals for water treatment. As part of the proposal, the Village requested a letter of interest, relevant experience, information about the organization/company, and pricing for the chemical list or their equivalent.

On December 11, the Village received a total of 5 proposals. Alexander Chemical Corporation, Univar Solutions, and H2O Innovations did not submit pricing for all chemicals required by the Water Treatment Plant for chemical treatments. After reviewing the proposals, the Village determined that Hawkins, Inc., was the only firm to meet all the criteria. Hawkins, Inc., has been the Village's chemical supplier and has consistently provided exceptional service and delivery to the Village. They are a highly reputable vendor.

Univar Solutions had lower prices on two chemicals. The cost savings for these three chemicals under Hawkins pricing would save the Village approximately \$299. This savings is nominal and would not be enough of a cost savings for staff to recommend a separate vendor for purchase of just these three chemicals.

Austin Logistics LLC submitted pricing for all chemicals, but they did not provide any information about their organization/company which was required as part of our RFP.

H2O Innovation provided three alternate chemicals that were priced significantly lower than those specified by the Village. These chemicals would require testing to see their effectiveness before the Village staff could make a recommendation to move to the alternate.

Approximately ten years ago, the water plant staff moved away from one of these alternates to

the specified chemical due to its effectiveness.

Alexander Chemical's pricing on two of main treatment chemicals used is significantly lower, however, they are priced for bulk delivery which the Village water plant cannot accommodate.

The Village budgets annually for the supply and delivery of chemicals needed to treat water for distribution. The requested total quantities for the chemicals is the average use, though it varies based on the demand of water and the condition of the water treatment equipment.

Financial Impact

Account 4302510 55600
Fund Water Fund
2026 Budget \$325,000
Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of the 2026 Water Treatment Chemical Supply and Delivery to Hawkins, Inc for an amount up to \$325,000.00 predicted for the chemical necessity in finished water production and plant maintenance operations.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

- 1. Hawkins Inc Proposal
- 2. 2026 Chemical Supply and Delivery Pricing Comparison



Hawkins, Inc.

2381 Rosegate, Roseville, MN 55113
800-328-5460 • www.hawkinsinc.com

Water Treatment Chemicals, Equipment & Local Service for Safe, Clean Water

Diana Puga
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Submitted by: Hawkins Inc

Subject: Request for Proposals (RFP) Water Treatment Chemicals Supply & Delivery

Thank you for the opportunity to submit our response to the RFP for Water Treatment. We are pleased to express our interest and confirm our ability to meet the requirements for supplying water treatment chemicals as specified in the solicitation.

Understanding of Scope

We understand that the services to be provided include:

- Supplying the Village with chemicals required for water treatment.
- Delivering chemicals to the Village's Water Treatment Plant on a weekly basis.

Our team is fully prepared to meet these requirements by ensuring timely deliveries, maintaining consistent product quality, and complying with all applicable safety and regulatory standards.

Terms of Assignment

We acknowledge that work will be assigned under the terms outlined in the solicitation. Hawkins Inc is committed to providing reliable service, competitive pricing, and responsive support throughout the contract period.

Thank you for considering our interest. We look forward to the opportunity to serve the Village and contribute to the success of its water treatment operations. Please feel free to reach out for any additional information.

About Us

Hawkins is a key supplier and distributor for water treatment chemicals and equipment. Founded in 1938, Hawkins has become a widely known and respected chemical distributor. Hawkins serves thousands of businesses and municipalities throughout the Central United States. We employ approximately 1000 people, professional and operational staff, including experienced chemists and engineers, trained technicians and drivers, and customer support specialists. We offer a wide product line of water



Hawkins, Inc.

2381 Rosegate, Roseville, MN 55113
800-328-5460 • www.hawkinsinc.com

treatment chemicals and equipment to customers in 27+ states across much of the U.S.A. We utilize a local route/technician approach in supplying water treatment chemicals and equipment to our customers.

Every site is different, and we provide custom water treatment programs with the proper chemistry tailored to your facility. Our local drivers/technicians are professionally trained to help you optimize your current system.

We provide water treatment chemicals and products for:

- Municipal water treatment
- Municipal wastewater treatment
- Industrial wastewater treatment
- Industrial process water treatment
- Agricultural water treatment

Hawkins local service includes:

- Mini bulk, water treatment chemical delivery
- Local technical support
- Equipment installations
- Laboratory testing
- Individualized water treatment chemical treatment programs

Our Mission:

To supply quality products and innovative solutions with exceptional service.

Our Customer Promise:

We will respond quickly to changing customer needs with a focus on safety, technical expertise, and responsible care of the environment and of our community.

Our Core Values

Teamwork: We value passionate, inquisitive employees who have fun and value winning as a team.

Responsibility: We will not compromise on safety, quality, our obligations to our communities or protection of the environment.

Relationships: We cultivate trusted relationships with suppliers, customers and employees, focusing on the long-term.

Action-Oriented: We will be nimble and value action over words.

Customer Focus: We are dedicated to the highest level of customer service.



Hawkins, Inc.

2381 Rosegate, Roseville, MN 55113
800-328-5460 • www.hawkinsinc.com

Courage: We will speak the truth and encourage candor to drive improvement and innovation.

EXPERIENCE

City of Joliet
150 W Jefferson St, Joliet, IL 60432
Nicholas Gornick
ngornick@joliet.gov
815-405-3666
2017 – current

City of McHenry
333 S Green St, McHenry, IL 60050
Russ Ruzicka
rruzicka@cimchenry.il.us
815-363-2198
2017- current

Village of Antioch
874 Main St, Antioch, IL 60002
Joy McCarthy
jmccarthy@antioch.il.gov
847-395-1000 x13
2017 – current

Contact for Orders

Mark Redeker
2450 W Horner Ave
University Park IL 60484
(630) 862-4868
mark.redeker@hawkinsinc.com

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

<u>Chemical</u>	<u>Estimated Quantity</u>	<u>Price Per Qty</u>	<u>Unit Extended Price</u>
Sodium Hydrochlorite	16,500 GAL	\$ <u>2.58</u> (Per Gal)	\$ <u>42,570.00</u>
Sodium Hydroxide 30%	11,000 GAL	\$ <u>3.98</u> (Per Gal)	\$ <u>43,780.00</u>
AWC 102 Ultra	8,0000 GAL	\$ <u>5,371.38</u> (Per Tote)	\$ <u>\$164,640.00</u>
LPC AM	1,000 GAL	\$ <u>13.98</u> (Per Gal)	\$ <u>13,980.00</u>
AWC 234	3 Drums	\$ <u>2,740.10</u> (Per Drum)	\$ <u>8,220.30</u>
AWC 236	2 Drums	\$ <u>2,787.50</u> (Per Drum)	\$ <u>5,575.00</u>
Oxalic Acid	10 Bags	\$ <u>104.17</u> (Per Bag)	\$ <u>1,041.70</u>
Delivery (Weekly)	52 Weeks	\$ <u>N/A</u> (Per Week)	\$ <u>0</u>
Estimated Fuel Costs	52 Weeks	\$ <u>N/A</u> (Per Week)	\$ <u>0</u>
		Total	\$ <u>279,807.00</u>

Please include alternates, volume of containment, and pricing on an additional sheet.

Rider to
Professional Services Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		CONTACT NAME: Centralized Accounts Servicing Team PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: CAST@marshmma.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : NAUTILUS INSURANCE COMPANY	NAIC # 17370
		INSURER B : Aspen Speciality Insurance Company	10717
		INSURER C : Great Divide Insurance Company	25224
		INSURER D : Intact Insurance Company	55555
		INSURER E : American Casualty Company of R	20427
		INSURER F : Transportation Insurance Compa	20494

COVERAGES **CERTIFICATE NUMBER:** 162728670 **REVISION NUMBER:**

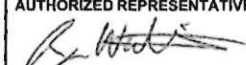
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLP2033069-15	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 99 48			BAP2033068-16	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ 50,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX2033070-15	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
E E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7040063527 7040063575 7040086306 7040086323	9/30/2025 9/30/2025 9/30/2025 9/30/2025	9/30/2026 9/30/2026 9/30/2026 9/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B D	Pollution Liability (Primary) Pollution Liability (Excess) Inland Marine			SSP201587913 EXAFVXW24 790036399	9/30/2024 9/30/2024 12/28/2024	9/30/2027 9/30/2027 12/28/2025	Total Limit with primary and excess Limits \$25,000,000 Occ \$25,000,000 Agg See Below

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

Inland Marine - Covered Railcars
 VTGX 017003 - \$29,748.70
 VTGX 017376 - \$29,748.70
 VTGX 017415 - \$29,748.70
 VTGX 017515 - \$29,748.70

CERTIFICATE HOLDER **CANCELLATION**

Hawkins Water Treatment Group 2381 Rosegate Roseville MN 55113	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Hawkins Inc</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right; font-size: small;">(Applies to accounts maintained outside the United States.)</p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>2381 Rosegate</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Roseville, MN 55113</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
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OR											
Employer identification number											
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Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 12/08/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

The Village of Western Springs



Request for Proposals (RFP) Water Treatment Chemicals Supply & Delivery

RFP Issued: Thursday, November 13, 2025

Response Due: 10:00 A.M on Thursday, December 11, 2025

The Village of Western Springs, Illinois (“Requestor”) is issuing a Request for Proposals (“RFP”) for qualified firms to submit responsive proposals to supply and deliver chemicals for water treatment.

In order to have your firm’s Proposal considered, it must be submitted in a sealed envelope containing:

- A copy of the organization’s Proposals and letter of interest

The sealed envelope shall be plainly marked:

Water Treatment Chemicals Supply & Delivery

Attn: Diana Puga

Village of Western Springs

740 Hillgrove Avenue,

Western Springs, Illinois 60558

Submitted by: *VENDOR NAME*

The Proposal must be received at the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558, **no later than 10:00 A.M., December 11, 2025 (“Submittal Deadline”)**. The Proposal may be submitted by mail, delivery service, or in person. Faxed or emailed Proposals will not be accepted. In-person deliveries will only be accepted at Village Hall during the Village’s current hours of operation. Any Proposal received after the Submittal Deadline closing time and date will not be considered.

I. PROJECT OVERVIEW

The Village is seeking a qualified, vendor to supply and deliver chemicals for water treatment on a weekly basis. The Villages Water Treatment Plant is located at 614 Hillgrove Avenue, Western Springs, IL 60558.

II. SCOPE OF SERVICES

The services to be provided will include:

- o Supplying the Village with all chemicals for water treatment
- o Delivery of all chemicals to the Village’s Water Treatment Plant on a weekly basis

III. SUBMITTAL REQUIREMENTS

The deadline for submitting proposals is 10:00 A.M. on December 11, 2025. One (1) paper copy of the proposal should be submitted to the individual identified on the cover page of this RFP document.

- a. Letter of Interest including a brief statement of the Respondent’s understanding of the scope of the work to be performed and the terms upon which work may be assigned to the Respondent;
- b. Relevant Experience
 - i. Please include the municipality name, contact, telephone number, e-mail address, and contract(s) year.
- c. Organization Information
- d. Schedule of Prices

IV. SELECTION PROCESS

All Responses will first be evaluated to determine if they are complete and meet the requirements specified in this RFP.

Village reserves the right to consider any proposal and to reject any and all proposals if doing so best serves the public interest.

V. CONTACT INFORMATION

All questions concerning this Request for Proposals shall be directed to Diana Puga at dpuga@wsprings.com.

VI. ANTICIPATED SCHEDULE

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

Issue RFP	November 13, 2025
RFP Questions Due	12:00 PM on December 1, 2025
RFP Due Date	10:00 AM on December 11, 2025
Village Board Selection of Qualified, Responsive Respondent(s)	January 2026
Begin Agreement	January 2026

VII. ADDITIONAL TERMS AND CONDITIONS

a. Reserved Rights

The Village of Western Springs reserves the right to seek clarification of information submitted by any Respondent(s) in response to this RFP and/or to request additional information from the Respondents during the evaluation process.

The Village of Western Springs reserves the right, at any time and for any reason, to cancel this consultant procurement process, to reject any or all Responses, to accept an alternative proposal or to waive any technical compliance issues with the responses.

b. Incurred Costs

The Village of Western Springs will not be liable in any way for any costs incurred by consultants in replying to this Request for Proposals or any part of the procurement process.

c. Compliance

This RFP process shall be conducted in accordance with the applicable provisions of the Local Government Professional Services Selection Act (50 ILCS 510.01 *et seq.*) and with the Illinois Procurement Code (30 ILCS 500/1 *et seq.*).

VIII. AGREEMENT PROVISIONS

Responsibility of the Vendor

The selected vendor shall supply and deliver chemicals on a weekly basis for water treatment to the Water Treatment Plant.

Chemicals

The Village is seeking the following chemicals or approved alternates:

Chemicals	Current Volume	Expected Annual Quantity
Sodium Hypochlorite	Delivered From Tote	16,500 GAL
Sodium Hydroxide 30%	Delivered From Tote	11,000 GAL
AWC 102 Ultra	Delivered From Tote	8,000 GAL
LPC - AM	Delivered From Tote	1,000 GAL
AWC 234	55 GAL drums	3 Drums
AWC 236	55 GAL Drums	2 Drums
Oxalic Acid	55 LBs per Bag	10 Bags

Estimates

The Village reserves the right to increase or decrease the volume of chemicals and does not guarantee specific volumes to be provided under the terms and conditions of this RFP.

Payment

Invoices for the work completed shall be submitted to the Village's Accounts Payable. The Local Government Prompt Payment Act (50 ILCS 505/) shall apply to all work performed on behalf of the Agency.

Compliance with Laws and OSHA Standards

The Contractor shall read and abide by all applicable laws, standards, and regulations that apply to the completion of the work, including, but not limited to, IDPH, EPA/IEPA, OSHA, IDOT, COOK COUNTY, MWRD, and IDOL.

Safety

The Contractor shall abide by all safety standards and regulations provided by OSHA.

Guarantee

Neither the final certificate nor payment nor any provision in the Contract Document shall relieve the Contractors responsibility for faulty materials or workmanship. Guarantee: The Contractor shall be responsible for all work under this agreement and shall leave all systems in perfect operating condition. The Contractor shall regulate, replace, and/or repair at his own expense any defective workmanship, material, and/or equipment which may become apparent within one year after date of final acceptance of the work.

Terms

Upon written agreement of both parties at least **THIRTY (30)** days prior to the anniversary date of the agreement, this agreement may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original agreement.

SCHEDULE OF PRICES – CHEMICALS

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

**Between The Village Of Western Springs And [Contractor/Vendor] For
[Project/Service]**

The Terms and Conditions of the Professional Services Agreement (“PSA” or “Agreement”) are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit “1”. In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance –

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 “any auto”;
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

b. Minimum Limits of Insurance –

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits as required by the Labor Code of the State of Illinois and Employers’ Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions –

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions –

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

(1) General Liability and Automobile Liability Coverages –

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the “Village Affiliates”) are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.
- (b) The ENGINEER’s insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER’s insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.

- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) All Coverages --
Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.
- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.
- e. Acceptability of Insurers --
The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.
- f. Verification of Coverage --
The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.
2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
 3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
 6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, 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.
 7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the

Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups,

and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The 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. The VILLAGE 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. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. 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 VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. 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 VILLAGE's confidential and proprietary information.
17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the 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 employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm

- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
 25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
 26. The waiver of one party of any breach of the 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 the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
 27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
 28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
 - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois

Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful

discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.
- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
- o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
- p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely

responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.

2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
 - (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)
 - (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees

and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: [Date], 2025

Chemical	Estimated Quantity	Alexander Chemical Corporation		Austin Logistics LLC		Univar Solutions		H2O Innovation*		Hawkins Inc	
		Price Per Qty	Unit Extended Price	Price Per Qty	Unit Extended Price	Price Per Qty	Unit Extended Price	Price Per Qty	Unit Extended Price	Price Per Qty	Unit Extended Price
Sodium Hydrochlorite	16,500 GAL	\$ 1.52 (Per Gal)	\$ 25,080.00	\$ 13.74 (Per Gal)	\$ 226,710.00	\$ 3.15 (Per Gal)	\$ 51,975.00	\$ - (Per Gal)	\$ -	\$ 2.58 (Per Gal)	\$ 42,570.00
Sodium Hydroxide 30%	11,000 GAL	\$ 2.07 (Per Gal)	\$ 22,715.00	\$ 14.95 (Per Gal)	\$ 164,450.00	\$ 3.10 (Per Gal)	\$ 34,100.00	\$ - (Per Gal)	\$ -	\$ 3.98 (Per Gal)	\$ 43,780.00
AWC 102 Ultra	8,0000 GAL	\$ - (Per Tote)	\$ -	\$ 18.43 (Per Tote)	\$ 147,440.00	\$ - (Per Tote)	\$ -	\$ 4,122.25 (Per Tote)	\$ 119,920.00	\$ 5,371.38 (Per Tote)	\$ 164,640.00
LPC AM	1,000 GAL	\$ - (Per Gal)	\$ -	\$ 21.17 (Per Gal)	\$ 21,170.00	\$ - (Per Gal)	\$ -	\$ - (Per Gal)	\$ -	\$ 13.98 (Per Gal)	\$ 13,980.00
AWC 234	3 Drums	\$ - (Per Drum)	\$ -	\$ 2,243.00 (Per Drum)	\$ 6,729.00	\$ - (Per Drum)	\$ -	\$ 1,282.31 (Per Drum)	\$ 3,846.93	\$ 2,740.10 (Per Drum)	\$ 8,220.30
AWC 236	2 Drums	\$ - (Per Drum)	\$ -	\$ 2,185.00 (Per Drum)	\$ 4,370.00	\$ - (Per Drum)	\$ -	\$ 1,640.14 (Per Drum)	\$ 3,280.28	\$ 2,787.50 (Per Drum)	\$ 5,575.00
Oxalic Acid	10 Bags	\$ - (Per Bag)	\$ -	\$ 155.00 (Per Bag)	\$ 1,550.00	\$ 101.76 (Per Bag)	\$ 1,017.60	\$ - (Per Bag)	\$ -	\$ 104.17 (Per Bag)	\$ 1,041.70
Delivery (Weekly)	52 Weeks	\$ - (Per Week)	\$ -	\$ 834.00 (Per Week)	\$ 43,368.00	\$ - (Per Week)	\$ -	\$ - (Per Week)	\$ -	\$ - (Per Week)	\$ -
Estimated Fuel Costs	52 Weeks	\$ - (Per Week)	\$ -	\$ 500.00 (Per Week)	\$ 26,000.00	\$ - (Per Week)	\$ -	\$ - (Per Week)	\$ -	\$ - (Per Week)	\$ -
Total			\$ 47,795.00		\$ 641,787.00		\$ 87,092.60		\$ 127,047.21		\$ 279,807.00

*Supplier provided alternate chemicals, the pricing is for the alternate, but comparable chemical



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

AGENDA ITEM D.3.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: Agreement with National Power Rodding Corporation for the 2026 Catch Basin & Inlet Cleaning

Recommendation

Consider recommending approval of a contract with the lowest cost responsible bidder, National Power Rodding Corp, for Catch Basin and Inlet Cleaning Services in 2026 for an amount not to exceed \$200,000.00.

Summary

On December 4, the Village issued a Request for Bids (RFB) for Catch Basin and Inlet Cleaning services. On December 22, the Village received a total of five (5) bids. A summary of the submittals is as follows:

Name	Unit Pricing - Catch Basin	Unit Pricing - Inlet
National Power Rodding, Corp	\$185.00	\$75.00
Hoerr Construction Inc.	\$182.00	\$182.00
Utility Hydrovac Services, Inc.	\$425.00	\$175.00
McVac Hydro Excavating, Inc	\$430.00	\$250.00
Taza Construction	\$3,200.00	\$1,100.00

Based on the results, National Power Rodding Corp. (NPR) submitted the lowest unit price. The Village has previous experience working with NPR on sewer televising projects and staff is confident they will perform the work to the Village's specifications.

The Village currently cleans catch basins and inlets on an as needed or as reported basis. By establishing an annual program, the Village will be able to rotate throughout the town from each contract year, ensuring all areas are thoroughly cleaned. The Village budgeted \$200,000 for an annual cleaning program that will begin in 2026.

Financial Impact

Account Storm
Fund 4402525 62025
2026 Budget \$200,000
Project Cost As required

Recommended Motion

I move to recommend to the Village Board approval of a contract with the lowest cost, responsible bidder, National Power Rodding Corp, for Catch Basin and Inlet Cleaning Services in 2026 for an amount not to exceed \$200,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

- 1. NPR Bid Submittal
- 2. 2026 Catch Basin and Inlet Cleaning Bid Tab



CONTRACT REQUIREMENTS FOR

2026 CATCH BASIN & INLET CLEANING

DECEMBER 22, 2025
10:00 A.M. (Prevailing Time)

Proposal

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

RE: 2026 Catch Basin & Inlet Cleaning RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work on or after February 16, and must be completed within 90 days of work commencing, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security

is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

12/22/25

Date

Proposed Contractor (Bidder)

William T. Kreidler, President

Reid Ruprecht

Witness

Reid W. Ruprecht, Vice President

Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2026 Catch Basin & Inlet Cleaning RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

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

Issue RFB	Thursday, December 4, 2025
RFB Questions Due	12:00 PM on Monday, December 15, 2025
Addendum	12:00 PM Tuesday, December 16, 2025
Bids Due Date	10:00 AM on Monday, December 22
Village Board Selection of Qualified, Responsive Bidder	January 26, 2026
Begin Contract	February 16, 2026

Schedule of Bid Prices

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

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

<u>Unit Price</u>	<u>Number of Structures</u>	<u>Unit Extended Price</u>
\$ 185.00 (per Catch Basin)	400 Catch Basins	\$ 74,000.00
\$ 75.00 (per Inlet)	400 Inlets	\$ 30,000.00
	Total Extended Price	\$ 104,000.00

Name of Bidder: National Power Rodding Corp.

Address: 2500 W Arthington St., Chicago, IL 60612

Telephone No. 312-666-7700 Fax No. 312-666-5810

Signature: 

Name and Title: (Please Print) William T. Kreidler, President

Date: December 22, 2025

References

Name of Organization: *** SEE ATTACHED ***

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____



REFERENCES

- | | | |
|----|---|--|
| 1. | Village of Wilmette
847-853-7660
1200 Wilmette Ave.
Wilmette, IL 60091
Catch Basin Cleaning | \$64,500.00
Completed
5/2024 |
| 2. | Village of Wilmette
847-853-7660
1200 Wilmette Ave.
Wilmette, IL 60091
Catch Basin Cleaning; Contract No. 20034 | \$60,325.00
Completed
06/2023 |
| 3. | Village of Lombard
630-620-5740
1051 S Hammerschmidt
Lombard, IL 60148
Television Inspection and Recording of Sewers and Manholes
Contract #22-875-1S | \$60,000.00
Completed
12/2022 |
| 4. | City of Elmhurst
630-530-3000
209 N York St.
Elmhurst, IL 60126
2022 Inlet Cleaning Program | \$80,000.00
Completed
09/2022 |
| 5. | Village of Wilmette
847-853-7660
1200 Wilmette Ave.
Wilmette, IL 60091
Catch basin and Inlet Cleaning | \$52,000.00
Completed
06/2022 |
| 6. | City of Elmhurst
630-530-3000
209 N York St.
Elmhurst, IL 60126
2021 Inlet Cleaning Program; Project No. 21-45 | \$77,900.00
Completed
12/2021 |
| 7. | Village of Wilmette
847-853-7660
1200 Wilmette Ave.
Wilmette, IL 60091
Catch Basin and Inlet Cleaning | \$96,750.00
Completed
09/2021 |
| 8. | Johnson Paving
847-439-2025
1025 E Addison Court
Arlington Heights, IL
IDOT No. 62J49, Illinois 25, Elgin | \$24,000.00
Completed
08/2021 |
| 9. | Village of Lombard
630-620-5740
1051 S Hammerschmidt
Lombard, IL 60148
FY2021 Catch basin Cleaning Contract | \$60,000.00
Completed
08/2021 |



REFERENCES

10.	Johnson Paving 847-439-2025 1025 E Addison Court Arlington Heights, IL IDOT No. 62G17	\$66,515.00 Completed 07/2020
11.	Johnson Paving 847-439-2025 1025 E Addison Court Arlington Heights, IL IDOT No. 60L88- Bryn Mawr Avenue	\$40,150.00 Completed 07/2020
12.	Village of Algonquin 847-658-7254 110 Meyers Drive Algonquin, IL 60102 2018 Drainage Structures Cleaned	\$50,000.00 Completed 07/2019
13.	Village of Algonquin 847-658-7254 110 Meyers Drive Algonquin, IL 60102 2018 Drainage Structures Cleaned	\$50,000.00 Completed 07/2018
14.	Village of Lombard 630-620-5740 1051 S Hammerschmidt Lombard, IL 60148 FY2018 Catch Basin Cleaning Contract	\$59,950.00 Completed 07/2018
15.	Village of Lombard 630-620-5740 1051 S Hammerschmidt Lombard, IL 60148 2017 Catch Basin Cleaning Contract	\$59,950.00 Completed 06/2017
16.	City of Elmhurst 630-530-3000 209 N York St. Elmhurst, IL 60126 2016 Inlet Cleaning Program	\$225,000.00 Completed 11/2016



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-0748

www.nationalpowerrodding.com

REFERENCES

1. **City of Champaign** **\$461,663.55**
Tyler Suits, 217-403-4718 (tyler.suits@champaignil.gov)
702 Edgebrook Dr.
Champaign, IL 61820
2025 Storm Sewer Cleaning & Televising Project

2. **Glenbard Wastewater Authority** **\$512,750.00**
Matt Streicher (mstreicher@gbww.org) Completed
945 Bemis Road 05/2025
Glen Ellyn, IL 60137
North Regional Interceptor Large Diameter Cleaning and Televising

3. **Village of Winnetka** **\$80,000.00**
Erik Jensen, 847-716-3534 (ejensen@winnetka.org)
1390 Willow Rd.
Winnetka, IL 60093
2025 Sewer Televising Services

4. **Village of Glenview** **\$173,500.00**
Zhanna Badasyab, 847-904-4137 (zbadasyan@glenview.il.us)
2500 East Lake Avenue
Glenview, IL 60026
Sanitary and Storm Sewer Closed Circuit Television (CCTV)

5. **City of Freeport** **\$60,820.50**
Darin Stykel, 815-235-7643 (dstykel@fehrgraham.com) 05/2025
101 W Stephenson Street Completed
Freeport, IL 61032
2025 Sanitary Sewer Cleaning

6. **City of Naperville** **\$ 180,309.37**
Tony Conn, 630-305-5537 (connt@naperville.il.us)
1200 Ogden Ave.
Naperville, IL 60563
2025 Sanitary Sewer main CCTV Inspection

7. **Cook County Department of Transportation and Highways** **\$263,737.50**
c/o HR Green 04/2025
Jack Melhuish, P.E. 815-759-8342 (jmelhuish@hrgreen.com) Completed
1391 Corporate Dr. Suite 203
McHenry, IL 60050
Ridgeland Avenue Storm Sewer Televising

8. **Village of Oak Park** **\$252,610.00**
Marilyn Sudkamp, PE, 708-358-5770 (msudkamp@oak-park.us) 12/2024
123 Madison Street Completed
Oak Park, IL 60302
2024 Ridgeland Ave Sewer Siphon Cleaning & Inspection



REFERENCES

- | | | |
|-----|---|---|
| 9. | City of South Bend
Richard Radcliff, 574-344-8767 (r.radclif@southbendin.gov)
1316 County City Building
South Bend, IN 46601
CSO 22 Trunk Sewer Inspection | \$75,000.00
03/2024
Completed |
| 10. | Village of Roselle
474 Congress Circle North
Roselle, IL 60172
2024 Sewer Cleaning and Televising | \$64,983.20
02/2024
Completed |
| 11. | City of Joliet
Owen T. Dean, P.E., 815-724-4254 (odean@joliet.gov)
150 W. Jefferson St.
Joliet, IL 60432
2024 Sanitary Sewer Cleaning and Televising Inspection Program | \$770,057.25
11/2024
Completed |
| 12. | City of Joliet
Owen T. Dean, P.E., 815-724-4254 (odean@joliet.gov)
150 W. Jefferson St.
Joliet, IL 60432
2023 Sanitary Sewer Cleaning and Televising Inspection Program | \$717,260.25
02/2023
Completed |
| 13. | Metropolitan Water Reclamation District
Frederick Wu, 312-751-4025, (WuF@mwr.org)
100 E. Erie
Chicago, IL 60611
Underground Infrastructure Cleaning at Various Locations
Contract #23-653-11 | \$2,250,000.00
03/2023-
Present |
| 14. | Metropolitan Water Reclamation District
Frederick Wu, 312-751-4025, (WuF@mwr.org)
100 E. Erie
Chicago, IL 60611
Television Inspection and Recording of Sewers and Manholes
Contract #22-875-1S | \$7,525,000.00
11/2023-
Present |
| 15. | Metropolitan Council Environmental Services
Jennifer Adams, 651-302-8327 (Jennifer.Adams@metc.state.mn.us)
2500 Childs Rd.
St. Paul, MN 55106
Riverview Siphon Cleaning Project No. 808883 | \$2,762,480.00
10/2023 |
| 16. | Greater Peoria Sanitary District
Emily Ambroso, P.E., 309-637-3511 (eambroso@gpsd.org)
2322 S. Darst St.
Peoria, IL 61607
Cleaning and inspection of GPSD Sewer Project 7: Riverfront Interceptor | \$1,485,968.00
Completed
10/2022 |
| 17. | City of Aurora
44 East Downer Place
Aurora, IL 60507
2023 Sanitary & Storm Sewer Televising Contract | \$274,864.75
Completed
02/2022 |



REFERENCES

- | | | |
|-----|--|---|
| 18. | Village of Streamwood
301 E Irving Park Road
Streamwood, IL 60103
Sewer Cleaning, Televising & Sealing 2022 | \$475,600.00
Completed
01/2023 |
| 19. | City of East Chicago
Shawn H. Strange, P.E. 317-216-7705 (sstrange@firstgroupengineering.com)
5925 Lakeside Blvd.
Indianapolis, IN 46278
2022 Roxanna Neighborhood Sanitary & Storm Study Pipelining | \$5,090,248.25
Completed
01/2023 |
| 20. | City of Champaign
702 Edgebrook Drive
Champaign, IL 61820
2022 Storm Sewer Cleaning and Televising | \$421,000.00
06/2022 |
| 21. | Buena Vista Charter Township
1160 S. Outer Dr.
Saginaw, MI 48601
Cleaning and Televising of Sanitary Sewer Utilities | \$380,000.00
Completed
05/2022 |
| 22. | City of Wausau
Diane L. Thoune, P.E., 715-845-1333 (Diane.Thoune@clarkdietz.com)
407 Grant St.
Wausau, WI 54403
Industrial Park Force Main Rehab - Clean & TV 14" Force Main | \$350,000.00
Completed
04/2022 |
| 23. | Village of McCook
Thomas R. Brandstedt, 630-887-8640 (tbrandstedt@novotnyengineering.com)
5000 Glencoe Ave.
McCook, IL 60525
Sanitary Sewer Cleaning, Televising and Smoke Testing | \$70,000.00
Completed
01/2022 |
| 24. | City of East Chicago
Shawn H. Strange, P.E. 317-216-7705 (sstrange@firstgroupengineering.com)
5925 Lakeside Blvd.
Indianapolis, IN 46278
2021 Roxanna Neighborhood Storm Study Pipelining | \$2,678,152.75
Completed
01/2022 |
| 25. | North Shore Water Reclamation District
Greg Grenyo (GrGrenyo@northshorwrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Lake Forest Forcemain and Sewer (F7) Inspection | \$75,000.00
Completed
12/2021 |



REFERENCES

- | | |
|--|--|
| <p>26. City of East Chicago
Anthony Kennig, 219-836-5884, Ext. 205 (akennig@dlz.com)
c/o DLZ Engineering
900 Ridge Rd., Suite L
Munster, IN 46321
Indianapolis Blvd. Sewer Investigation</p> | <p>\$280,000.00
Completed
12/2021</p> |
| <p>27. Village of Hinsdale
Mark Pelkowski, 630-789-7058 (mpelkowski@villageofhinsdale.org)
19 E. Chicago Ave.
Hinsdale, IL 60521
Sewer Cleaning, Televising & Root Cutting, Bid #1680</p> | <p>\$45,000.00
Completed
12/2021</p> |
| <p>28. Village of LaGrange
Timothy Carter, 630-352-8751 (tcarter@baxterwoodman.com)
c/o Baxter & Woodman
8678 Ridgefield Rd.
Crystal Lake, IL 60012
2021 Sewer Cleaning & Televising Project, 2021-009</p> | <p>\$20,000.00
Completed
12/2021</p> |
| <p>29. Village of Machesney Park
Christopher Dopkins, 815-636-9590 (cdopkins@mcmgrp.net)
c/o McMahon Group
1700 Hutchins Dr.
Machesney Park, IL 61115
Harlem Road Improvements – Storm Sewer Clean & Televis</p> | <p>\$130,000.00
Completed
11/2021</p> |
| <p>30. Kimberly Heights Sanitary District
Greg Kamplain, 815-412-2016 (GKamplain@reltd.com)
C/O Robinson Engineering
10045 W. Lincoln Hwy
Frankfort, IL 60423
North Basin Lateral Grouting (21-R0400)</p> | <p>\$260,000.00
Completed
10/2021</p> |
| <p>31. Village of Lombard
Ray Schwab, 630-620-5979 (schwabR@villageoflombard.org)
225 E Wilson Ave.
Lombard, IL 60148
Sanitary Sewer CCTV Inspection and Cleaning, Project PROG 50 (FY21)</p> | <p>\$65,000.00
Completed
08/2021</p> |
| <p>32. City of Cedar Rapids
David C. Stender Cell: 331-201-1492 (D.Stender@cedar-rapids.org)
<i>Water Administration Building</i>
<i>1111 Shaver Rd NE,</i>
<i>Cedar Rapids, IA 52402</i>
Anaerobic Sewer Inspection
Cleaning, Televising and Sonar of 22,000 LF of 18"-36" Anaerobic Sewer Main</p> | <p>\$787,967.34
Completed
08/2020</p> |



REFERENCES

- | | |
|--|---|
| <p>33. City of Pueblo, CO
Chris Bratnick, (719) 553-2891; (cbratnick@pueblo.us)
1300 S Queens Ave
Pueblo, CO 81001
Large Main Cleaning – 20-018 (WWAN02)
Cleaning, Televising and Sonar of 7,924 LF of 48”–60” Sewer Lines</p> | <p>\$2,448,260.00
<i>Completed</i>
09/2020</p> |
| <p>34. MHC Rainbow Lake LLC
C/O Nielsen Madsen & Barber, SC
1458 Horizon Blvd., Suite 200
Racine, WI 53406
Steven Houte
Email: shoute@nmbosc.net, Phone: 262-664-4602
Rainbow Lake Manor 2019 Sanitary Sewer Rehabilitation Project
Testing and Sealing/Grouting of Service Connections</p> | <p>\$50,000.00
04/2020</p> |
| <p>35. North Shore Water Reclamation District
Greg Grenyo, 847-623-6060 (GrGrenyo@northshorewr.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Sewer Chemical Sealing</p> | <p>\$1,750,000
9/2019</p> |
| <p>36. North Shore Water Reclamation District
Greg Grenyo, 847-623-2460 (GrGrenyo@northshorewr.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Sewer Spot Lining</p> | <p>\$558,800
9/2019</p> |
| <p>37. City of Joliet
Owen T. Dean, P.E., 815-724-4254 (odean@joliet.gov)
150 W. Jefferson St.
Joliet, IL 60432
West River Wall Sewer Cleaning Project</p> | <p>\$2,146,900
10/2019</p> |
| <p>38. City of Pueblo
Sonia Mondragon, P.E., 719-553-2890 (smondragon@pueblo.us)
1300 S. Queens Ave.
Pueblo, CO 81001
FY2019 Service Lateral Connection Grouting, Project #19-009 (WW1503)</p> | <p>\$870,690
10/2019</p> |
| <p>39. Metropolitan Water Reclamation District
Frederick Wu, 312-751-4025, (WuF@mwr.org)
100 E. Erie
Chicago, IL 60611
Television Inspection and Recording of Sewer and Manholes
Contract #13-806-2S</p> | <p>\$1,945,000
11/2017</p> |



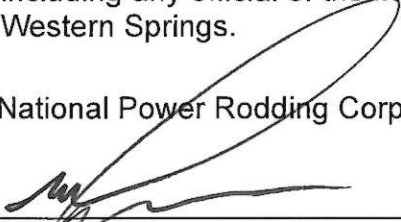
REFERENCES

40. **Illinois State Toll Highway Authority** **\$1,050,000**
c/o SE3, LLC *Completed*
Daniel Johnson, 630-641-9900 (djohnson@se3.us) *8/2018*
3041 Woodcreek Dr., Suite 211
Downers Grove, IL 60515
Clean and Televis Drainage System, Contract #RR-18-4384
41. **Illinois State Toll Highway Authority** **\$1,093,000**
c/o Globetrotters Engineering Corporation *Completed*
Ahmad Safi, PE, 312-907-2591 (ahmad.safi@gec-group.com) *7/2018*
300 S. Wacker
Chicago, IL 60606
Clean and Televis Drainage System, Contract #RR-18-4376
42. **Illinois State Toll Highway Authority** **\$1,265,000**
c/o Interra, Inc. *Completed*
Rupen Shah, 708-674-1923 (rshah@interraservices.com) *10/2018*
600 Territorial Dr.
Bolingbrook, IL 60462
Clean and Televis Drainage System, Contract #RR-18-4406
43. **City of Detroit Water and Sewerage Department** **\$1,171,000**
c/o AECOM *Completed*
Scott Belz, 216-622-2345 (scott.belz@aecom.com) *4/2018*
1300 E. 9th St.
Cleveland, OH 44114
1,000+ Manhole Inspections
Sanitary Sewer System Television (CCTV) Inspection and
Manhole Panorama Inspection

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

William T. Kreidler hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

National Power Rodding Corp.



William T. Kreidler
Contractor
President

DATED: December 22, 2025

ATTEST:


Reid W. Ruprecht
Reid W. Ruprecht, Vice President

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Number of Structures	National Power Rodding Corp.		Hoerr Construction Inc.		Utility Hydrovac Services, Inc.		McVac Hydro Excavating, Inc		Taza Construction	
	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price
400 Catch Basins	\$ 185.00	\$ 74,000.00	\$ 182.00	\$ 72,800.00	\$ 425.00	\$ 170,000.00	\$ 430.00	\$ 172,000.00	\$ 3,200.00	\$ 1,280,000.00
400 Inlets	\$ 75.00	\$ 30,000.00	\$ 182.00	\$ 72,800.00	\$ 175.00	\$ 70,000.00	\$ 250.00	\$ 100,000.00	\$ 1,100.00	\$ 440,000.00
Total		\$ 104,000.00		\$ 145,600.00		\$ 240,000.00		\$ 272,000.00		\$ 1,720,000.00



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

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: Agreement with Custom Filtration Solutions, LLC.

Recommendation

Consider recommending approval by the Village Board of an agreement with Custom Filtration Solutions, LLC for the purchase of 1440 1 Micron 40" Cartridge Filters at a price of \$25.71 per filter, with additional freight and delivery charges not to exceed a total of \$40,000.00.

Summary

In 2025, the Water Treatment Plant tested several different pre-treatment cartridge membranes before the reverse osmosis process. With the results, the Water Treatment Plant switched and purchased 1,080 membranes from Custom Filtration Solutions, LLC. In comparing the membranes with the previous manufacturer, the membranes held to a longer service life. Using pre-treatment membranes with a longer service life enhances reverse osmosis efficiency, reduces membrane fouling, and lowers operational costs. Custom Filtration Solutions, LLC. is the sole source manufacturer and distributor of the membrane cartridges.

Financial Impact

2026 Budgeted Amount: \$55,000.00

Purchase of 1440 1-micron 40" cartridge filters at \$37,022.40

Freight and Delivery estimated charges: \$1,710.00

4302510 55352 Membrane Cartridges

Recommended Motion

I move to recommend to the Village Board approval of an agreement with Custom Filtration Solutions, LLC. for the purchase of 1,440 pre-treatment membranes for an amount not to exceed \$40,000.00.

Strategic Plan Alignment

Operations in Infrastructure Improvements

File Attachments

1. CFS Filter Supply Agreement (2026)

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

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and Custom Filtration Solutions, LLC. (the "Vendor"), and is dated as of December 26, 2025. The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

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

1. **Contract.** This Contract shall incorporate and include the following exhibits:
 - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order/Agreement"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is dated 12/26/25 (Invoice or Purchase Order No. _____ or Agreement), and a true and correct copy of said Invoice/Purchase Order/Agreement is attached hereto as **Exhibit "A"**; and
 - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.

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

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

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

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

5. **Notice to Proceed with the Work.** The Vendor shall commence the Work under this Contract only upon issuance of written Notice to Proceed from the Village delivered to the Vendor and shall complete the Work within **12 Months (365) calendar days** from the date of the Notice to Proceed or as otherwise stated in the Vendor’s Invoice/Purchase Order. (the “Completion Date”).

- a. The Vendor shall diligently and continuously work on the Work until the completion of the Work or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the Village shall extend the Completion Date in equal proportion to the delay caused by the Village. In the event that the Vendor performs any Work and incurs any expenses in furtherance of the Work prior to receiving a written notice to proceed from the Village in regard to the Work or any phase of the Work, the Work performed and the expenses incurred are at the Vendor’s sole risk, and such Work and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Village. The actual, documented Work performed prior to the issuance of the the Village notice to proceed shall be paid by the Village as part of the “not to exceed” Fee provided by this Agreement.
- b. **Suspension of Work.** The Village, at any time and for any reason, may suspend work on any or all Work by issuing a written work suspension notice to the Vendor. The Vendor must stop the performance of all Work within the scope of the suspension notice until the Village directs the Vendor in writing to resume performance of the Work.
- c. **Phasing of Scope of Work.** The Vendor shall not commence performance of the Work on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Village Representative. In the event that the Village decides not to proceed with the Work or any subsequent phase of the Work for any reason, this Contract shall terminate upon written notice to the Vendor issued by the Village advising of the termination of the Contract. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work, based on a prorated value of the contract price or the actual amount of quantities of deliverables or completed work if the contract pricing is based on unit pricing, through the date of termination. The Vendor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Contract by the Village based on the Village’s decision not to proceed with the Work or any phase of the Scope of

Work. The Vendor understands and agrees that funds for payment of each Phase of the Work and the Work related thereto are subject to the availability of an annual or periodic appropriations for this purpose by the appropriate federal or State agencies as part of the _____ Program [INSERT FUNDING SOURCE(S)] or the Village. In the event of non-receipt of funds marked for appropriation for this Work from the appropriate State agencies or non-appropriation of funds by the Village for the work and Work to be provided under this Contract, the Village will either not authorize the Vendor to commence the next Phase of the Work or, if a Phase has been commenced, this Contract shall be terminated, without termination charge or responsibility for or obligation to the Vendor or for damages or other liability beyond the payment of all actual, completed work and Work that conform to the approved plans through the date of termination. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this Contract beyond the date of termination. For the purposes of this Contract, the phases for the Work are set forth in Exhibit "A", _____ [INSERT PROJECT PHASING DOCUMENT].

- d. Reporting; Delivery Date of Final Report. The Vendor shall regularly, and no less than bi-weekly, provide both written and verbal reports to the Village Manager to the Village and to any other Village staff or officials upon request regarding the progress of the Work. The Village Manager can require more frequent reporting by the Vendor at any time. Upon final completion of the Work, the Vendor shall deliver a final written report addressed to the Village and with copies delivered to the Village Manager that confirms the completion of the Work (the "Final Report"). The Final Report shall be completed and delivered to the Village on or before the Completion Date.
 - e. Electronic Reporting. In addition to providing the Village with paper copies of all reports, data or results and the Final Report, the Vendor (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Work to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.
 - f. Final Acceptance. The Work, or, if the Work are to be performed in separate phases, each phase of the Work, shall be considered complete on the date of final written acceptance by the Village Manager of the Work or each phase of the Work, as the case may be, which acceptance shall not be unreasonably withheld or delayed.
6. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**
7. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

SIGNATURE PAGE TO FOLLOW

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

VILLAGE OF WESTERN SPRINGS

By: _____
Name: _____
Village President or Manager

Date: _____, 2025.

ATTEST:

By: _____
Name: _____
Village Clerk

Date: _____, 2025.

VENDOR: CUSTOM FILTRATION SOLUTIONS LLC

By: [Signature]
Name: CHRISTOPHER J Glowacki
Authorized Corporate Officer

Date: 12/26/2025, 2025.

NOTARY PUBLIC

By: [Signature]

Date: 12/26, 2025.

SEAL / STAMP

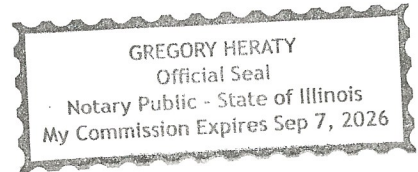


Exhibit "A"

**Vendor's Invoice, Purchase Order or Agreement dated December 26, 2025
(Invoice or Purchase Order No. _____)**

(attached)

Exhibit "B"

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

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities and its performance of this Contract.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate upon completion of the Work, but shall be reduced to ten percent (10%) of the Contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village. All performance and material bonds provided by Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this Section and under all applicable Federal, State and local laws concerning prevailing wage rates, including the Illinois Prevailing Wage Act, 820 ILCS 130/. The Contractor and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act and the Davis Bacon Wage Act throughout the duration of the Contract.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total Contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the Parties hereto. This Contract and the obligations it imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.
7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation, Venue and Governing Law.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
 - a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in

this Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.

- b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
 - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
 - d. The Vendor complies with the Illinois Drug Free Work Place Act.
 - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
 - f. The Vendor complies with the Americans with Disabilities Act.
 - g. The Vendor states that any Work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - h. The Vendor also agrees to require any subcontractor doing Work under this Contract to agree to adhere to the requirements of this Section 10.
11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached Exhibit "A".
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
- a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
 - b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
 - c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
 - d. It is authorized to sell and install the goods, supplies, equipment and/or services.
 - e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
 - f. It shall transfer all third-party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
 - g. In addition to any other third-party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.

- h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.

14. Insurance.

- a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
- b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
 - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
 - ii. Umbrella Coverage – \$1,000,000.00
 - iii. Property Damage – \$500,000.00 per occurrence
 - iv. Automobile Coverage - \$1,000,000.00 per occurrence
 - v. Errors and omissions insurance or professional liability: TBD by Village Manager
 - vi. Workers' Compensation – Statutory
[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit, or self-insurance policy purchased or in effect or enacted by the

Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village's own insurance. The Vendor and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Contract. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

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

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

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

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other Party fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in Exhibit "A" shall be valid or enforceable.

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

If to Village:

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

If to Vendor:

President/Authorized Corporate Officer
Current Business Address

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

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

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

20. **FOIA Compliance.** Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract. The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).

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

Exhibit "C"

Certificates of Insurance

(attached)

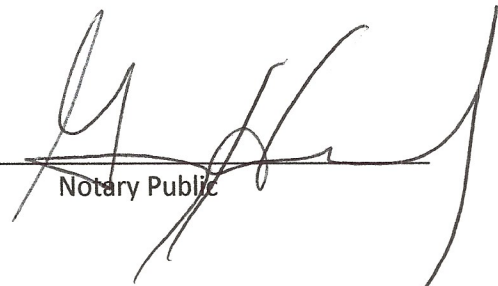
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my hand and official seal, this 20 day of December, 2025.

Commission expires 09/07, 2026



Notary Public





Phone: (331) 215-4119
Email: Chris@customfiltrationsolutions.com

Custom Filtration Solutions, LLC
PO Box 235
Wheaton, IL 60187

December 26, 2025

Subject: Stocking Agreement – The Village of Western Springs

To Whom It May Concern,

This letter outlines the stocking agreement between **Custom Filtration Solutions LLC** and **The Village of Western Springs**, effective immediately and valid through **December 31, 2026**.

Under this agreement:

1. **Custom Filtration Solutions (CFS)** will produce and hold inventory of the following product specifically for The Village of Western Springs:
 - **Part Number:** CFS-CT-WSP-4001
 - **Description:** 1 Micron 40" Cartridge Filter
 - **Price:** \$25.71 each
 - **Estimated Usage:** 1,440 filters to be taken between the date of this agreement and December 31, 2026
 - **Packaging:** 15 filters per box (bulk packed)
2. Filters will be held in inventory at CFS's facility and made available for release in **full pallet quantities of 360 filters**, packaged in boxes of 15.
3. CFS will maintain a **minimum stocking level of one pallet (360 filters)** at all times throughout the agreement period. Once a pallet is released, CFS will replenish inventory to maintain readiness for the next release.
4. The full quantity of **1,440 filters** must be drawn down by **December 31, 2026**. Any remaining filters in inventory at that time may be invoiced and shipped unless other arrangements have been agreed upon in writing.
5. There are no fixed intervals required for release. Filters may be ordered as needed, with standard lead times honored to ensure timely delivery.



Phone: (331) 215-4119
Email: Chris@customfiltrationsolutions.com

Brand & Supply Statement:

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

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

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

Sincerely,
Chris Glowacki
President
Custom Filtration Solutions LLC



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

AGENDA ITEM D.5.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: Agreement with Murphy Construction Services, LLC for the 2026 Sidewalk, Curb, and Gutter Replacement

Recommendation

Consider recommending approval of a one-year contract renewal with Murphy Construction Services, LLC for the Sidewalk, Curb, and Gutter Replacement in an amount not to exceed \$110,000.

Summary

Attached for review and recommendation is a renewal letter from Murphy Construction Services, LLC for the sidewalk, curb, and gutter replacement contract. This will be the first renewal for this contract, which was awarded by the Village on March 24, 2025. The term of the renewal is one year.

Financial Impact

Account 4102370 53010

Fund Roadway

2026 Budget \$110,000

Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of a one-year contract renewal with Murphy Construction Services, LLC for the Sidewalk, Curb, and Gutter Replacement for an amount not to exceed \$110,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Sidewalk Replacement - Murphy Renewal Letter



December 19, 2025

Mr. Jason Guerin, Project Manager
Murphy Construction Services, LLC
16W 273 83rd Street Suite D
Burr Ridge IL 60527

Dear Jason,

This letter is to confirm that the Village of Western Springs will renew the ***Sidewalk Replacement Program Contract for 2026.***

By signing and returning this document, you are also accepting the 2026 contract with the same ***specifications and rates (see page 2).***

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Jason Guerin

Title Project Manager

Signature Jason Guerin


Date 12/26/25

Schedule of Bid Prices

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

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

Item No.	Items	Unit	Quantity	Unit Price	Total
BASE BID					
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$10.95	\$82,125
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$10.95	\$10,950
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$40.00	\$14,000
4	PCC Sidewalk, 5"	SQFT	250	\$10.95	\$2,737
5	PCC Sidewalk, 7"	SQFT	150	\$10.95	\$1,642
6	5" Detectable Warnings	SQFT	100	10.00 \$25	\$2,500
7	PCC 8" Flat Work	SQFT	1750	\$12.85	\$22,487
TOTAL BASE BID (ITEMS 1-5)				\$111,454	
TOTAL INCIDENTALS (ITEMS 6-7)				\$24,987	

Name of Bidder: MURPHY CONSTRUCTION SERVICES, LLC
 Address: 16W273 83rd ST, STE. D, BARR RIDGE, IL
 Telephone No. 630-654-8242 Fax No. 630-654-8730
 Signature: 
 Name and Title: (Please Print) KEVIN CARPENTER - VICE PRESIDENT
 Date: 2/18/25



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

AGENDA ITEM D.6.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: Agreement with Murphy Construction Services, LLC for 2026 Sidewalk Shaving

Recommendation

Consider a recommendation to approve a second contract renewal for Sidewalk Shaving contract for a one-year period with Murphy Construction Services, LLC for an amount not to exceed \$110,000.

Summary

Attached for review and recommendation is a renewal letter from Murphy Construction Services, LLC for the 2026 sidewalk shaving contract. This will be the second renewal for this contract, which was awarded by the Village on April 22, 2024. The renewal term is one year.

Financial Impact

Account 4102370 53010

Fund Roadway

2026 Budget \$110,000

Project Cost As required

Recommended Motion

I move to recommend to the Village Board a one-year contract renewal with Murphy Construction Services, LLC for the 2026 Sidewalk Shaving program for an amount not to exceed \$110,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Sidewalk Shaving Contract Renewal - Murphy Construction Services LLC



December 17, 2025

Jason Guerin, Project Manager
Murphy Construction Services, LLC
16W 273 83rd Street Suite D
Burr Ridge, IL 60527

Dear Jason,

This letter is to confirm that the Village of Western Springs will renew the **Sidewalk Saw Cutting Agreement Contract for 2026.**

By signing and returning this document, you are also accepting the 2026 contract with the same specifications and rates (\$19.55 per unit price).

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Jason Guerin

Title Project Manager

Signature [Handwritten Signature]

Date 12/26/25

SCHEDULE OF BID PRICES

2024 SIDEWALK SAW CUTTING
THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK
TO BE PERFORMED UNDER THIS CONTRACT

Items	Unit	Unit Price
Sidewalk Saw Cutting	Inch Ft	\$19.55

CONTRACTOR Murphy Construction Services
ADDRESS 16 W 273 83rd St, Suite D
Burr Ridge, IL 60527
PHONE NUMBER 630-654-8242
FAX NUMBER 630-654-0730
DATE 3/28/21



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

AGENDA ITEM D.7.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: Agreement with National Power Rodding, Corp. for 2026 Sewer Televising

Recommendation

Consider recommending approval of a contract renewal with National Power Rodding Corp. for Sewer Televising and Cleaning contract for a one-year period for an amount not to exceed \$105,000.00.

Summary

Attached for the Committee's review and approval is a renewal letter from National Power Rodding for the Village's sewer televising and cleaning services. This will be the third renewal for the contract, which was awarded by the Village on July 11, 2022.

Financial Impact

Account 4402515 53075

Fund Sewer

2026 Budget \$105,000

Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of a contract renewal for the Village's Sewer Televising and Cleaning contract for a one-year period with National Power Rodding, Corp for an amount not to exceed \$105,000.00.

Strategic Plan Alignment

File Attachments

1. 20251219110153445



December 19, 2025

VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.246.1800
wsprings.com

Mr. Reid Ruprecht
National Power Rodding, Corp.
2500 West Arthington Street
Chicago, IL. 60612-4108

Ref: Contract Renewal-Televising

Dear Mr. Ruprecht,

This letter is to confirm that the Village of Western Springs will renew the **2026 Televising Contract**

By signing and returning this document, you are also accepting the 2026 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Matthew Supert
Director of Municipal Services

Name (printed) Reid W. Ruprecht

Signature 

Title Vice President

Date December 19, 2025

SCHEDULE OF BID PRICES

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a one (1) year period from the date that this proposal has been submitted.

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
1	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (6"-12")	LF	10000	\$ 2.00	\$ 20,000.00
2	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (15"-18")	LF	6500	\$ 3.00	\$ 19,500.00
3	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (21"-27")	LF	3500	\$ 3.50	\$ 12,250.00
4	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (30"-42")	LF	1800	\$ 5.00	\$ 9,000.00
5	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (44"-60")	LF	3000	\$ 5.00	\$ 15,000.00
6	CCTV Inspection with Light Cleaning of Sanitary Sewers (8"-12")	LF	32000	\$ 2.00	\$ 64,000.00
7	CCTV Inspection with Light Cleaning of Sanitary Sewers (15"-18")	LF	3500	\$ 3.00	\$ 10,500.00
8	CCTV Inspection with Light Cleaning of Sanitary Sewers (21"-27")	LF		\$ 50.00	\$
9	CCTV Inspection with Light Cleaning of Sanitary Sewers (30"-42")	LF		\$ 50.00	\$
10	CCTV Inspection with Light Cleaning of Sanitary Sewers (48"-60")	LF		\$ 50.00	\$
11	CCTV Inspection with Light Cleaning of Sanitary Sewers (96")	LF		\$ 200.00	\$
12	Heavy Cleaning (8" - 12")	LF	2000	\$ 1.00	\$ 2,000.00
13	Heavy Cleaning (15" - 18")	LF	1500	\$ 1.00	\$ 1,500.00
14	Heavy Cleaning (21" - 27")	LF	500	\$ 3.00	\$ 1,500.00
15	Heavy Cleaning (30" - 42")	LF	300	\$ 5.00	\$ 1,500.00

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
16	Heavy Cleaning (48"-60")	LF	500	\$ 5.00	\$ 2,500.00
17	Heavy Cleaning (72"-96")	LF		\$ 150.00	\$
18	Root Cutting (8" - 12")	LF	1000	\$ 1.00	\$ 1,000.00
19	Root Cutting (15" - 18")	LF	1000	\$ 1.00	\$ 1,000.00
20	Root Cutting (21" - 27")	LF	1000	\$ 2.00	\$ 2,000.00
21	Root Cutting (30" - 42")	LF	1000	\$ 2.00	\$ 2,000.00
22	Root Cutting (44"-60")	LF	1000	\$ 2.00	\$ 2,000.00
23	Root Cutting (72"-96")	LF		\$ 150.00	\$
24	Cut Protruding Taps	EA	10	\$ 100.00	\$ 1,000.00
25	Emergency Crew Labor (TV Truck and VAC Truck)	HR*		\$ 850.00	\$
26	On-Call Crew Labor Hours (TV Truck and VAC Truck)	HR		\$ 700.00	\$
27	Locate and Mark Pipe Defect	EA	2500	\$ 3.00	\$ 7,500.00
28	Locate Buried Manhole	EA	4	\$ 250.00	\$ 1,000.00
29	Easement and Access to Backyards	LF		\$ 25.00	\$
TOTAL:				\$ 176,750.00	

BASE BID TOTAL One Hundred Seventy Six Thousand Seven Hundred Fifty and 00/100

(in writing)

*(Minimum 4 on site hours)



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

AGENDA ITEM D.8.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: Resolution for Right of Way Work on State of Illinois Highways

Recommendation

Consider a resolution to allow Village Employees to perform Right of Way Work on State of Illinois Highways.

Summary

Recently, Village staff requested a permit to perform work on the Illinois Department of Transportation's (IDOT) right-of-way. IDOT informed the Village that our Resolution of Municipality has expired and must be passed before any permits can be issued. The draft resolution would take on liability for the work Village contractors and staff would be doing in the area. The State would then permit the Village to perform work (emergent and non-emergent) on IDOT maintained right-of-way. The Village has approved similar resolutions in 2003, 2007, and 2010 for two-year periods.

Financial Impact

No financial impact.

Recommended Motion

I move to recommend to the Village Board the approval of a Resolution of Right of Way Work on State of Illinois Highways.

Strategic Plan Alignment

File Attachments

1. SAMPLE VILLAGE RESOLUTION

RESOLUTION

Whereas, the _____, hereinafter referred to as MUNICIPALITY, located in the County of _____, State of Illinois, desires to undertake, in the years 20__ and 20__, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

I, _____, hereby certify the

above to be true copy of the resolution passed by the

MUNICIPALITY. Dated this _____ day

of _____ A.D. ____

Corporate Seal

By: _____



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

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: January 2026 Water System Update

Recommendation

No recommendation needed.

Summary

53rd Street Water Main Replacement

The 8" HPDE water main has been completed after successfully passing the required pressure test and two-day sampling. The new main is turned on and new fire hydrants have been installed on the south public utility easement area of 53rd Street. The old 8" water main has been disconnected and capped, and fire hydrants have been removed on the north side of 53rd. Remaining items include the restoration of sidewalks, landscape restoration, and tree planting. Tree planting will not occur until Spring of 2026 and will be coordinated with the Forestry Department within Public Works.

Phase 1 Lead Service Line Replacement Completion

Final inspections and pending punch list items are in the process of being completed. HR Green will be submitting the final invoices after the start of the New Year.

Amiad 3 Piston Master Control

The master Amiad unit for Well 3 will require a new piston assembly. The part has been ordered, and lead time is 60-90 days. Cost of the parts are \$5,850.00.

IDOT Working Permit Resolution

As part of IDOT issuing a work permit for a replacement of a lead service line on Ogden Avenue, we were notified that the State of Illinois requires a Resolution approved by any municipality to do work in the State ROW. IDOT staff indicated that the Village had a prior Resolution, but that it has expired. Village staff are reviewing the proposed form and is

researching any previously approved Resolution. Should it be necessary to reapprove the Resolution, it will be brought to the January Village Board meeting for review and approval.

Financial Impact

Recommended Motion

Strategic Plan Alignment

File Attachments

None



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: January 8, 2026

AGENDA ITEM E.2.

To: Public Works and Water Committee

From: Diana Puga, Municipal Services Coordinator

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

RE: Vendor Contracts for Services, Goods, and Supplies Exceeding \$25,000.00. (Discussion only)

Recommendation

No recommendation, discussion only.

Summary

Village staff will be bringing forth several vendor contracts for services, goods, and supplies that exceed \$25,000. These vendor contracts will include:

- Heidelberg Materials Midwest AGG, Inc for material delivery and hauling.
- Mohr Oil Co for fuel and diesel delivery.
- Ziebell Water Service Products Inc for water, valve, and hydrant parts and supplies.

These items will be brought through the Finance Committee.

Financial Impact

TBD pending approval of vendor contracts.

Recommended Motion

No action required, discussion only.

Strategic Plan Alignment

File Attachments

None