

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 14, 2023 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

Written Public Comments Can Be Submitted By 6:15 P.M. on August 14, 2023, to cmardegan@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Board of Trustees Committee of the Whole Meeting July 24, 2023](#) (APPROVE)
 - c. [Minutes - Board of Trustees Regular Meeting July 24, 2023](#) (APPROVE)
 - d. [Warrants \\$608,435.60](#)

NEW BUSINESS

6. [RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO HOPPY'S LANDSCAPING, INC. FOR THE BORSE AND MIDWAY PARKS - PERMEABLE PAVER INSTALLATION PROJECT](#) (ADOPT)
7. [MIDWAY PARK IMPROVEMENT PROJECT RESOLUTIONS](#)
 - a. [RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT TO LANDWORKS, LTD. FOR SELECT PORTIONS OF THE MIDWAY PARK IMPROVEMENTS PROJECT](#) (ADOPT)
 - b. [RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST PROPOSAL AND AWARDING A CONTRACT TO RAG'S ELECTRIC, INC. FOR THE ELECTRICAL INSTALLATION AT THE MIDWAY PARK IMPROVEMENTS PROJECT](#) (ADOPT)
 - c. [RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT TO DYNAMIC RESOURCES, INC. FOR THE INSTALLATION OF FITNESS COURT EQUIPMENT AT MIDWAY PARK](#) (ADOPT)

- d. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDED A CONTRACT TO FALCOS LANDSCAPING, INC. FOR THE PROVISION AND INSTALLATION OF TREES FOR THE MIDWAY PARK IMPROVEMENTS PROJECT (ADOPT)
- e. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST PROPOSAL AND AWARDED A CONTRACT TO FOX TOWN PLUMBING, INC. FOR THE PLUMBING INSTALLATION AT THE MIDWAY PARK IMPROVEMENTS PROJECT (ADOPT)
- 8. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM BEACON ATHLETICS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND FIXTURES FOR THE MIDWAY PARK WIFFLEBALL FIELD AT AN ESTIMATED COST NOT TO EXCEED \$36,936.00 (ADOPT)
- 9. ORDINANCE NO. _____ - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27 AS APPROVED IN ORDINANCES NO. 06-O-27 AND 07-O-10 AND AMENDED IN ORDINANCES 07-O-22, 09-O-29 AND 11-O-12 APPROVING A MINOR CHANGE TO MODIFY THE PORTILLO'S HOT DOGS, LLC SIGNAGE AT ROUTE 83 AND PLAINFIELD ROAD, WILLOWBROOK TOWN CENTER (PASS)
- 10. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDED A CONTRACT TO FALCOS LANDSCAPING, INC. FOR THE CHERRY TREE LANE SIDEWALK INSTALLATION PROJECT (ADOPT)

PRIOR BUSINESS

- 11. TRUSTEE REPORTS
- 12. ATTORNEY'S REPORT
- 13. CLERK'S REPORT
- 14. ADMINISTRATOR'S REPORT
- 15. MAYOR'S REPORT
- 16. EXECUTIVE SESSION
- 17. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING, COMMITTEE OF THE WHOLE, OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 24, 2023 AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Village Clerk Deborah Hahn, Mayor Frank Trilla, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Gregory Ruffolo, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Parks and Recreation Dustin Kleefisch, Chief Lauren Kaspar, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

Absent: Director of Community Development Michael Krol, Deputy Chief Benjamin Kadolph, Chief Financial Officer Lora Flori.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Clerk Hahn to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

None present and no written comments were received.

5. ITEMS FOR DISCUSSION:

a. IMPLEMENTATION AND RECOMMENDATION OF LOCAL ADMINISTRATIVE ADJUDICATION

Mr. Arteaga presented the information on this topic. He discussed the purpose of administrative adjudication, current Village procedures, what violations would be subject to adjudication, and the benefits of local administrative adjudication.

The estimated financial impact of administrative adjudication was thoroughly explored including current costs, new expenditures for software and a hearing officer, current income from fines less fees paid to the county, and the anticipated income with fines handled through administrative adjudication where 100% of the fees collected would be retained by the Village.

Two options were presented for the Board's consideration: 1) preserving the status quo to maintain judicial adjudication by DuPage County, or 2)

implement a local form of administrative adjudication in conjunction with the County's judicial adjudication. Mr. Arteaga identified the next steps should the Trustees decide to move forward with establishing local adjudication: review of ordinances establishing administrative adjudication, develop an ordinance for Willowbrook, review current fine and fee structures.

Administrator Halloran added that two of the most important points were the retention by the Village of the full amount of the fines levied and the ability to resolve violations faster than at the county level.

Trustee Mistele asked if data was available on the number of fines levied against residents as opposed to daytime or temporary visitors. He felt having local adjudication would certainly be a greater service to residents.

Trustee Davi asked if the Village had ever used local administrative adjudication. Mayor Trilla indicated it had not been done, although it had been brought up a number of times over the years.

The consensus of the Board was to move forward and continue to evaluate establishing a local administrative adjudication process.

b. RECOMMENDATION OF AN INTERGOVERNMENTAL AGREEMENT WITH GOWER
SCHOOL DISTRICT

Administrator Halloran noted that staff had met with the administrative staff at the Gower School District past May and discussed the possibility of joint bidding and shared services as a cost saving measure. The area of interest to both parties was custodial services.

Staff is recommending an intergovernmental agreement with Gower School District whereby the Village would manage the contract, and invoice the school district monthly, including a management fee. As this agreement would require amending the contract with the custodial services and thus the cost of the contract, an amendment to the current fiscal year budget would also be required. The school district is in agreement with this plan.

Trustee Mistele questioned if a cost for the new services had been identified. Administrator Halloran believed it would be around \$10,000 per month.

Both Trustee Neal and Trustee Davi wondered how our contract with the provider would be affected if the school district were to decide against continuing the service. Administrator Halloran indicated that there would be a separate separation clause within the contract to allow for a 30-day notice of termination for either party. If the Gower School District were

to terminate their contract, it would not affect the Village's contract with the provider.

Mayor Trilla noted that this agreement not only involves cost savings for the Village but would also generate additional income.

The consensus of the Board is to proceed with the intergovernmental agreement with Gower School District.

c. RECOMMENDATION OF A PARTNERSHIP WITH GOWER SCHOOL DISTRICT

Chief Kaspar led the presentation to create a partnership with the Gower School District to allow the Willowbrook Police Department to create a connection to access existing security camera data at the school to increase officers' situational awareness in the event of an emergency at or threats to the school.

For additional safeguards and in respect to privacy issues, routine viewing of the camera data would not be permitted and access to the data would be limited to authorized police personnel only.

There would be no financial impact to the Village or the school district; the capabilities are available through the existing technology infrastructure.

The consensus of the Board is to proceed to form a partnership with Gower School District to provide access to the school's cameras.

d. RECOMMENDATION OF FIELD COLLECTION SERVICES FOR UNDERGROUND VILLAGE INFRASTRUCTURE

Foreman Passero reviewed the Village's efforts in the past to establish a mapping system for the water service infrastructure. Past efforts have resulted in the reliance on a series of PDF files with incomplete and missing data. Although we now have access to a GIS (Geographical Information System) through Novotny Engineering, it is only as good as the data provided.

The need to identify the valves and all underground infrastructure has been a priority of the Village but has been delayed over the course of 10 years due to a variety of causes including the lack of a competent, reliable, GIS system and the overall cost of the mapping service.

Having inaccurate information has led to delays in locating and resolving water main issues and breaks, which has in turn led to inconvenience to residents and businesses who are without water for hours, loss of millions of gallons of water, reduction in the water tank levels, and costly contracted repair expenses.

Mayor Trilla asked if the cost of these repairs takes into account the loss of water and Village staff overtime expenses. Foreman Passero indicated that the expenses shown were only for the contracted services.

Trustee Mistele questioned whether the \$2 million in the Water Fund was still available for emergency expenses. Administrator Halloran indicated that, although the exact number is pending the audit results, the \$2 million was from the operating fund. The costs incurred for these breaks are being covered by existing funds.

Staff would like to move forward with a project to locate everything underground related to water services which is not included in this year's budget. An amendment to the budget would be required. The amount needed is unknown at this time, but Administrator Halloran estimates costs of at least \$80,000 to \$100,000.

Trustee Mistele questioned whether Burke Engineering would be of any assistance given their past work in the area. Administrator Halloran indicated that although they had attempted to help in the past, they had been working with the same inaccurate data currently available.

The Board strongly agreed with the need for field collection services to identify underground infrastructure.

ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Special Meeting at the hour of 6:10 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2023.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JULY 24, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Village Clerk Deborah Hahn, Mayor Frank Trilla, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Parks and Recreation Dustin Kleefisch, Chief Financial Officer Lora Flori, Chief Lauren Kaspar, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

ABSENT: Director of Community Development Michael Krol and Deputy Chief Benjamin Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Clerk Hahn to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Mr. Arteaga read an email received from Eric and Cathy Johnson on Monday, July 24 at 6:16 p.m. into the record:

"1. Are there any updates...can we now walk our leashed dogs through Borse Memorial Park without having to be stopped by Police?

2. Since there is only 1 blue recycle trashcan in Borse Park...can we get a few more...in addition to request for trashcan at entrance/exit to Borse at 75th St?

3. Can we get bike racks and security on them in Borse/Midway Parks?

4. Is SMOKING legal in Village Parks...there is someone who has for a very very long time been dropping Marlboro ends all over area... (it is NOT legal in Chicago parks).

5. Since several cars are still parking overnight around the Borse Park area...on Village streets...can Police start placing warnings on vehicles...who is acting Code Enforcement...and how does one get this solved...

6. *Per OSLAD and IL Dept of Natural Resources grants...
Who is the contact for the OSLAD grant...doesn't municipality or
park district have to consider open space preservation and
avoiding building over creeks and floodplain etc...*
7. *Has or will owners of 221 75th St and 222 Midway Drive been
notified of Borse and Midway Park improvements...*
8. *Is anything in future of rezoning area west of Borse
Park...previously considered to be park land acquisition... "*

The Mayor noted that a response would be sent to the residents. There were no visitors present who wished to speak at the meeting.

5. OMNIBUS VOTE AGENDA:

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting July 10, 2023
(APPROVE)
- c. Warrants \$507,801.65
- d. RESOLUTION 23-R-36 A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
APPOINTING A DESIGNATED DIRECTOR AND DESIGNATED ALTERNATE TO
THE DUPAGE PUBLIC SAFETY COMMUNICATIONS (DU-COMM) BOARD OF
DIRECTORS (ADOPT)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 23-R-37 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING THE 2023 DUPAGE COUNTY MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN (ADOPT)

Chief Kaspar related, on July 10, 2006, the Village Board adopted a resolution agreeing to participate in the DuPage County Natural Hazard Mitigation Planning (NHMP) process and to name a Village representative to attend meetings at the County. The Village's involvement in this program was brought about by the Disaster Mitigation Act of 2000 (DMA 2000), which is a program administrated by the Federal Emergency

Management Agency (FEMA). It is designed to reduce safety and health hazards and property damage caused by natural hazards.

In March of 2023, the Village of Willowbrook along with other governmental jurisdictions, participated in a kick-off meeting to begin another 5-year update to the NHMP. The NHMP workgroup consisted of staff from the County, Public Works, Police, and Tri-State Fire Protection District.

DuPage County Board adopted the 2023 NHMP at their June 27, 2023, meeting. By adopting the DuPage County plan, the requirement for the Village to create and submit their own plan to FEMA is waived.

Due to the size of the NHMP document, a paper copy was not provided as part of the agenda packet. A link is available in the agenda cover sheet to an online document.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution No. 23-R-37 adopting the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

7. TRUSTEE REPORTS

Trustee Neal reported on the exciting Neighborhood Nights park event at Ridgemoor Park on Friday, July 21st. She offered her kudos to Director Kleefisch and John Fenske for all their hard work. There were over fifty (50) attendees, and the event was well received. Director Kleefisch and Mr. Fenske tried to meet everyone's needs, which resulted in a positive reaction from residents. Residents also commented specifically on how nice the park looks since the renovation was completed.

Trustee Neal also recounted her meeting with a young woman from Ukraine who had only recently arrived in Willowbrook and was working as a nanny. The visitor was impressed and excited by the event, remarking that the evening's fun provided much needed relief.

Trustee Neal offered her sympathy for the events currently taking place in her country but told her that she was glad that she was able to enjoy herself at the event.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report but wanted to honor the anniversary, July 24, 1964, when his mother brought him and his siblings to this country.

Trustee Astrella had no report.

8. ATTORNEY'S REPORT

Attorney Durkin had no report.

9. CLERK'S REPORT

Clerk Hahn had no report.

10. ADMINISTRATOR'S REPORT

Administrator Halloran updated the Board on the status of the bids for the Executive Drive project. The Board had approved a budget of \$2.5 million from the general obligation bonds. However, the lowest received bid for the project came in at \$3.8 million and unfortunately, the project will be postponed for this fiscal year. Although staff and the engineers will reexamine the plan, the new goal is to complete the plan in the next fiscal year.

11. MAYOR'S REPORT

Mayor Trilla had no report.

12. EXECUTIVE SESSION

There is no need for an executive session this evening.

13. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adjourn the Regular Meeting at the hour of 6:40 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2023.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

August 14, 2023

GENERAL CORPORATE FUND	-----	\$	294,481.60
WATER FUND	-----	\$	244,441.18
SSA ONE BOND & INTEREST FUND	-----	\$	52,550.00
CAPITAL PROJECT FUND	-----	\$	12,260.02
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	4,702.80
TOTAL WARRANTS	-----	\$	608,435.60

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/14/2023	APCH	100603	A FREEDOM FLAG CO	MAINTENANCE	725-410	35	2,171.85
08/14/2023	APCH	100604#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	769.14
				INTERNET/WEBSITE HOSTING	460-225	10	121.40
				INTERNET/WEBSITE HOSTING	640-225	30	3,058.35
				INTERNET/WEBSITE HOSTING	715-225	35	121.72
				INTERNET/WEBSITE HOSTING	715-225	35	121.40
				INTERNET/WEBSITE HOSTING	715-225	35	121.40
				INTERNET/WEBSITE HOSTING	715-225	35	121.40
				CHECK APCHK 100604 TOTAL FOR FUND 01:			4,434.81
08/14/2023	APCH	100605	ADOBE SYSTEMS INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	275.27
08/14/2023	APCH	100606	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	909.50
				OPERATING EQUIPMENT	630-401	30	105.25
				CHECK APCHK 100606 TOTAL FOR FUND 01:			1,014.75
08/14/2023	APCH	100607*#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	277.84
				PHONE - TELEPHONES	630-201	30	1,622.43
				CHECK APCHK 100607 TOTAL FOR FUND 01:			1,900.27
08/14/2023	APCH	100609	BEST OFFICIALS	COMMUNITY EVENTS	585-522	20	675.00
08/14/2023	APCH	100610	BRIGHTER ELECTRIC	MAINTENANCE - BUILDING	630-228	30	385.00
08/14/2023	APCH	100611	BRYAN'S GARAGE DOOR SOLUTIONS	MAINTENANCE	725-410	35	11,719.00
08/14/2023	APCH	100612	CAMEKA SMITH	PARK PERMIT FEES	310-814	00	200.00
08/14/2023	APCH	100613	CARL ANTHONY	ACTIVE ADULT PROGRAM	590-517	20	150.00
08/14/2023	APCH	100615	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	810-302	40	431.00
08/14/2023	APCH	100616*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	630.00
				FEES - ENGINEERING	720-245	35	1,271.50
				CHECK APCHK 100616 TOTAL FOR FUND 01:			1,901.50
08/14/2023	APCH	100617	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	3,700.00
08/14/2023	APCH	100618	CODE ENFORCEMENT REPRESENTATIVES	CODE ENFORCE INSPECTION	830-119	40	472.50
08/14/2023	APCH	100619#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	640-225	30	235.71
				INTERNET/WEBSITE HOSTING	715-225	35	888.05
				CHECK APCHK 100619 TOTAL FOR FUND 01:			1,123.76

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/14/2023	APCH	100620#	COMED	RED LIGHT - COM ED	630-248	30	83.89
				RED LIGHT - COM ED	630-248	30	41.44
				RED LIGHT - COM ED	630-248	30	32.30
				ENERGY - STREET LIGHTS	745-207	35	527.02
				ENERGY - STREET LIGHTS	745-207	35	360.53
				ENERGY - STREET LIGHTS	745-207	35	54.32
				ENERGY - STREET LIGHTS	745-207	35	110.96
				CHECK APCHK 100620 TOTAL FOR FUND 01:			1,210.46
08/14/2023	APCH	100622	DUPAGE COUNTY ANIMAL CARE & CONT	ANIMAL CONTROL	650-268	30	105.00
08/14/2023	APCH	100623	DUPAGE COUNTY CHILDREN'S CENTER	FEES/DUES/SUBSCRIPTIONS	630-307	30	3,000.00
08/14/2023	APCH	100624#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	48.49
				SANITARY (825 MIDWAY)	570-250	20	10.18
				SANITARY (825 MIDWAY)	570-250	20	10.18
				SANITARY (7760 QUINCY)	630-250	30	82.70
				SANITARY USER CHARGE	725-417	35	15.36
				CHECK APCHK 100624 TOTAL FOR FUND 01:			166.91
08/14/2023	APCH	100625	DUPAGE JUV OFCRS ASSN	FEES/DUES/SUBSCRIPTIONS	630-307	30	100.00
08/14/2023	APCH	100626#	DUPAGE MAYORS AND MGRS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	180.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	180.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	180.00
				SCHOOLS/CONFERENCES/TRAVEL	610-304	25	180.00
				CHECK APCHK 100626 TOTAL FOR FUND 01:			720.00
08/14/2023	APCH	100630#	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	466-228	10	180.00
				MAINTENANCE	725-410	35	389.00
				MAINTENANCE	725-410	35	179.00
				MAINTENANCE	725-410	35	365.37
				CHECK APCHK 100630 TOTAL FOR FUND 01:			1,113.37
08/14/2023	APCH	100631	FSS TECHNOLOGIES LLC	MAINTENANCE - BUILDING	466-228	10	2,325.69
08/14/2023	APCH	100632*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	14,575.39
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	76.30
				LIFE INSURANCE - COMMISSIONERS	435-148	07	28.00
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	5,898.25
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	93.10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	5,167.36
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	40,181.61
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,841.87
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	5,876.09
				CHECK APCHK 100632 TOTAL FOR FUND 01:			75,737.97
08/14/2023	APCH	100634	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10	4,725.00
08/14/2023	APCH	100635	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	630-201	30	138.75
				PHONE - TELEPHONES	630-201	30	150.00
				CHECK APCHK 100635 TOTAL FOR FUND 01:			288.75
08/14/2023	APCH	100637#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	109.30
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	443.23
				MAINTENANCE	725-410	35	878.97
				CHECK APCHK 100637 TOTAL FOR FUND 01:			1,431.50
08/14/2023	APCH	100638	IL ASSN. CHIEFS OF POLICE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	20.00
08/14/2023	APCH	100639	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	9.48
08/14/2023	APCH	100643#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	810-315	40	150.00
				CHECK APCHK 100643 TOTAL FOR FUND 01:			600.00
08/14/2023	APCH	100644*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,540.00
08/14/2023	APCH	100645	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	23,826.34
				FEES - VILLAGE ATTORNEY	470-239	10	3,828.00
				FEES - VILLAGE ATTORNEY	470-239	10	1,091.48
				FEES - VILLAGE ATTORNEY	470-239	10	1,202.86
				FEES - LABOR COUNSEL	470-242	10	44.00
				CHECK APCHK 100645 TOTAL FOR FUND 01:			29,992.68
08/14/2023	APCH	100646	LIVING WATERS CONSULTANTS	LANDSCAPE MAINTENANCE SERVICES	565-342	20	1,750.00
08/14/2023	APCH	100647	LIZZETTE OLVERA	PARK PERMIT FEES	310-814	00	200.00
08/14/2023	APCH	100648	MATHAI NEDUMGOTTIL	PARK PERMIT FEES	310-814	00	150.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/14/2023	APCH	100651#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - EQUIPMENT	570-411	20	640.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 100651 TOTAL FOR FUND 01:			3,085.00
08/14/2023	APCH	100652	MUNICIPAL ELECTRONICS DIVISION L	MAINTENANCE - BUILDING	630-228	30	320.00
08/14/2023	APCH	100653#	NICOR GAS	NICOR GAS (7760 QUINCY)	630-235	30	12.28
				NICOR GAS	725-415	35	119.35
				CHECK APCHK 100653 TOTAL FOR FUND 01:			131.63
08/14/2023	APCH	100654	NJ RYAN TREE & LANDSCAPE LLC	SNOW REMOVAL CONTRACT	740-287	35	21,340.00
				TREE MAINTENANCE	750-338	35	8,900.00
				TREE MAINTENANCE	750-338	35	7,650.00
				CHECK APCHK 100654 TOTAL FOR FUND 01:			37,890.00
08/14/2023	APCH	100655	NOTARY SERVICE BONDING AGENCY	FEES/DUES/SUBSCRIPTIONS	630-307	30	61.00
08/14/2023	APCH	100656	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	9,870.67
				CONSULTING SERVICES - IT	460-306	10	4,360.00
				CHECK APCHK 100656 TOTAL FOR FUND 01:			14,230.67
08/14/2023	APCH	100657	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30	110.99
08/14/2023	APCH	100658	P.F. PETTIBONE & CO.	PRINTING & PUBLISHING	630-302	30	18.00
08/14/2023	APCH	100659	PEEK A BOO FACE PAINTING LLC	COMMUNITY EVENTS	585-522	20	300.00
08/14/2023	APCH	100660	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	472.50
				ENGINEERING SERVICES	820-262	40	1,290.00
				CHECK APCHK 100660 TOTAL FOR FUND 01:			1,762.50
08/14/2023	APCH	100661	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	746.23
				OPERATING EQUIPMENT	630-401	30	48.00
				OPERATING EQUIPMENT	630-401	30	203.38
				BIKE PROGRAM	660-205	30	203.98
				CHECK APCHK 100661 TOTAL FOR FUND 01:			1,201.59
08/14/2023	APCH	100662	READY REFRESH	WELLNESS	480-276	10	211.41
08/14/2023	APCH	100663	ROBERTA DOW	RED LIGHT FINES	310-503	00	100.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/14/2023	APCH	100664	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	479.90
08/14/2023	APCH	100666	SECURITAS TECHNOLOGY CORPORATION	MAINTENANCE - BUILDING	630-228	30	468.00
08/14/2023	APCH	100667#	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,151.87
				ROUTE 83 BEAUTIFICATION	755-281	35	10,151.88
				CHECK APCHK 100667 TOTAL FOR FUND 01:			20,303.75
08/14/2023	APCH	100668	SHEER GRAPHICS INC.	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	1,007.80
08/14/2023	APCH	100669	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE	570-280	20	3,200.00
08/14/2023	APCH	100670	STONE WHEEL, INC.	MAINTENANCE - BUILDING	630-228	30	334.77
08/14/2023	APCH	100671	SUSTAINOVATION	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	2,250.00
08/14/2023	APCH	100672*#	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	600.89
				STREET IMPROVEMENTS	765-685	35	774.00
				STREET IMPROVEMENTS	765-685	35	1,252.37
				CHECK APCHK 100672 TOTAL FOR FUND 01:			2,627.26
08/14/2023	APCH	100673	THE BLUE LINE	PERSONNEL RECRUITMENT	630-131	30	348.00
08/14/2023	APCH	100674	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	2,025.00
08/14/2023	APCH	100675	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	200.00
				ELEVATOR INSPECTION	830-117	40	516.00
				ELEVATOR INSPECTION	830-117	40	300.00
				CHECK APCHK 100675 TOTAL FOR FUND 01:			1,016.00
08/14/2023	APCH	100676	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	209.91
08/14/2023	APCH	100677	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	150.00
08/14/2023	APCH	100678#	ULINE	MAINTENANCE - BUILDING	466-228	10	1,603.90
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	456.30
				MAINTENANCE	725-410	35	913.90
				CHECK APCHK 100678 TOTAL FOR FUND 01:			2,974.10
08/14/2023	APCH	100680	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,400.00
08/14/2023	APCH	100681	VERRA MOBILITY	RED LIGHT - ADJUDICATOR	630-246	30	23,955.20
08/14/2023	APCH	100682#	WAREHOUSE DIRECT, INC.	CONTINGENCIES	490-799	10	242.81

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				CONTINGENCIES	490-799	10	213.62
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	102.78
				OFFICE SUPPLIES	810-301	40	102.78
				CHECK APCHK 100682 TOTAL FOR FUND 01:			661.99
08/14/2023	APCH	100683	WENDELLA TOURS	ACTIVE ADULT PROGRAM	590-517	20	500.00
08/14/2023	APCH	100684#	WESTERN FIRST AID & SAFETY	MAINTENANCE - BUILDING	466-228	10	131.73
				MAINTENANCE - BUILDING	630-228	30	139.88
				MAINTENANCE	725-410	35	106.10
				CHECK APCHK 100684 TOTAL FOR FUND 01:			377.71
08/14/2023	APCH	100685	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
08/14/2023	APCH	100686#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	125.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	100.00
				SCHOOLS/CONFERENCES/TRAVEL	510-304	15	125.00
				SCHOOLS/CONFERENCES/TRAVEL	550-304	20	100.00
				CHECK APCHK 100686 TOTAL FOR FUND 01:			450.00
08/14/2023	APCH	326(E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	77.08
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	79.88
				OFFICE SUPPLIES	630-301	30	2,223.71
				OFFICE SUPPLIES	630-301	30	(327.00)
				BUILDING MAINTENANCE SUPPLIES	630-351	30	29.99
				COMMODITIES	670-331	30	479.40
				COMMODITIES	670-331	30	(57.98)
				COMMODITIES	670-331	30	(57.98)
				OFFICE SUPPLIES	710-301	35	32.99
				OFFICE SUPPLIES	810-301	40	47.81
				CHECK APCHK 326(E) TOTAL FOR FUND 01:			2,527.90
				Total for fund 01 GENERAL FUND			294,481.60

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
08/14/2023	APCH	100607*#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	401-201	50	295.58
08/14/2023	APCH	100608	BACKFLOW SOLUTIONS, INC.	FEES DUES SUBSCRIPTIONS	401-307	50	495.00
08/14/2023	APCH	100614	CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS SERVICES	430-281	50	2,908.86
				STREET IMPROVEMENTS SERVICES	430-281	50	1,216.26
				CHECK APCHK 100614 TOTAL FOR FUND 02:			4,125.12
08/14/2023	APCH	100621	CORE & MAIN LP	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,331.67
08/14/2023	APCH	100629	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	4,500.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	7,000.00
				CHECK APCHK 100629 TOTAL FOR FUND 02:			17,000.00
08/14/2023	APCH	100632*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,105.92
				HEALTH/DENTAL/LIFE INSURANCE	401-141	50	4,695.62
				CHECK APCHK 100632 TOTAL FOR FUND 02:			5,801.54
08/14/2023	APCH	100633	H AND R CONSTRUCTION INC.	STREET IMPROVEMENTS SERVICES	430-281	50	800.00
08/14/2023	APCH	100636	HINSDALE NURSERIES, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	63.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	972.00
				STREET IMPROVEMENTS SERVICES	430-281	50	930.00
				STREET IMPROVEMENTS SERVICES	430-281	50	63.00
				STREET IMPROVEMENTS SERVICES	430-281	50	16.80
				CHECK APCHK 100636 TOTAL FOR FUND 02:			2,044.80
08/14/2023	APCH	100640	IXOM WATERCARE INC.	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	913.00
08/14/2023	APCH	100642	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,575.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,320.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,945.00
				CHECK APCHK 100642 TOTAL FOR FUND 02:			10,840.00
08/14/2023	APCH	100644*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,360.00
08/14/2023	APCH	100649	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
08/14/2023	APCH	100650	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	5,325.92

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,620.00
				CHECK APCHK 100650 TOTAL FOR FUND 02:			6,945.92
08/14/2023	APCH	100672*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	224.53
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	113.40
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	43.20
				STREET IMPROVEMENTS SERVICES	430-281	50	221.40
				STREET IMPROVEMENTS SERVICES	430-281	50	590.15
				STREET IMPROVEMENTS SERVICES	430-281	50	75.60
				STREET IMPROVEMENTS SERVICES	430-281	50	37.80
				STREET IMPROVEMENTS SERVICES	430-281	50	378.00
				STREET IMPROVEMENTS SERVICES	430-281	50	415.80
				STREET IMPROVEMENTS SERVICES	430-281	50	2,775.93
				CHECK APCHK 100672 TOTAL FOR FUND 02:			4,875.81
08/14/2023	APCH	100679	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,726.17
08/14/2023	APCH	327 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	178,748.57
				Total for fund 02 WATER FUND			244,441.18

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 06 SSA ONE BOND & INTEREST FUND							
08/14/2023	APCH	328 (E)	MCHENRY SAVINGS BANK	BOND INTEREST EXPENSE	550-402	60	52,550.00
				Total for fund 06 SSA ONE BOND & INTEREST FUND			52,550.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
08/14/2023	APCH	100616*#	CHRISTOPHER B. BURKE	RESURFACING	600-313	55	3,687.02
08/14/2023	APCH	100628	EVT TECH	POLICE VEHICLES	600-317	55	1,006.50
				POLICE VEHICLES	600-317	55	1,006.50
				CHECK APCHK 100628 TOTAL FOR FUND 10:			<u>2,013.00</u>
08/14/2023	APCH	100641	KIMLEY-HORN AND ASSOCIATE, INC.	COMMUNITY CENTER CONSTRUCTION	600-326	55	6,560.00
				Total for fund 10 CAPITAL PROJECT FUND			12,260.02

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
08/14/2023	APCH	100627	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	4,059.16
08/14/2023	APCH	100632*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	368.64
08/14/2023	APCH	100665	RYAN, LLC	LEGAL FEES	401-242	15	275.00
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			4,702.80
TOTAL - ALL FUNDS							608,435.60

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



Village of WILLOWBROOK

Village Administrator's Office

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.	DATE: August 14, 2023
SUBJECT: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO HOPPY'S LANDSCAPING, INC. FOR THE BORSE AND MIDWAY PARKS – PERMEABLE PAVER INSTALLATION PROJECT	

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Dustin Kleefisch, Director of Parks and Recreation
Andrew Passero, Public Works Foreman

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff is requesting approval and award of the permeable paver contract to Hoppy's Landscaping for \$1,369,441.50.

BACKGROUND/SUMMARY

In fiscal year 2023-2024, the Board of Trustees approved funding for Phase I of the Borse Memorial Community Park project and the Midway Park Improvement Project. Both projects include the construction and installation of a permeable paver parking lot in this fiscal year. As part of the FY 23-24 budget, this phase of the Borse Memorial Community Park project includes a parking lot near Eleanor Place and 75th Street and the Midway Park Improvement Project includes a permeable paver parking lot on Midway Drive. In Phase II, which is scheduled for next fiscal year, there is a plan to construct a permeable paver parking lot at the existing parking lot at Borse Memorial Community Park. Below is a breakdown of the budgeted amount and fund source:

Midway Park (New Parking Lot – 2023)		
	Budgeted	Fund
Permeable Pavers at Midway Park	\$650,000	General Fund

Eleanor Place (New Parking Lot – 2023)		
	Budgeted	Fund
Permeable Pavers at Eleanor Place	\$950,000	ARPA

Borse Memorial Community Park (Existing Parking Lot – 2024)		
	Budgeted	Fund
Permeable Pavers at Borse	\$1,100,000	General Fund



In June 2023, Village staff and the Village Engineer released a Request for Bids (RFB) for permeable paver projects at Midway Park and both parking lots at Borse Memorial Community Park. In July 2023, staff received four bids for all of the parking lots. Below are the results:

	Midway Park (New – 2023)	Eleanor Place (New – 2023)	Borse Memorial Community Park (Existing - 2024)	TOTAL COST
MYS, Inc	\$ 383,599.25	\$ 549,501.25	\$ 689,896.75	\$ 1,622,997.25
Martam Construction	\$ 360,603.65	\$ 525,064.15	\$ 734,099.00	\$ 1,619,766.80
E.P. Doyle & Son	\$ 328,353.82	\$ 484,810.21	\$ 585,695.43	\$ 1,398,859.46
Hoppy's Landscaping	\$ 320,204.50	\$ 469,332.30	\$ 579,904.70	\$1,369,441.50

By including all of the permeable paver projects in one bid, staff was able to achieve significant savings for the Village.

Below is an updated chart showing the financials:

Midway Park – 2023 (New)			
Budget	Actual	Difference	Fund
\$650,000	\$ 320,204.50	\$329,795.50	General Fund

Eleanor Place – 2023 (New)			
Budget	Actual	Difference	Fund
\$950,000	\$ 469,332.30	\$480,667.70	ARPA

Borse Memorial Community Park – 2024 (Existing)			
Budget	Actual	Difference	Fund
\$1,100,000	\$ 579,904.70	\$520,095.30	General Fund

While staff is asking to award all permeable paver contracts to Hoppy's Landscaping, the Village Board will still have to appropriate funds for Fiscal Year 2024-25.

FINANCIAL IMPACT

If approved by the Board of Trustees, the Village will save \$1,330,558.50 over two fiscal years on this project. The immediate impact on the existing fiscal year will be a savings of \$810,463. Furthermore, there is a significant surplus in ARPA funds. In November 2022, the Board directed staff to use these funds on police vehicles and Phase I of the Borse Memorial Community Park project.

Use	Budgeted	Actual	Savings
Borse Phase I - Parking Lot	\$937,470	\$469,332	\$468,138
21-22 Police Cars	\$80,000	\$77,000	\$3,000
22-23 Police Cars	\$150,000	\$123,820	\$26,180
TOTAL	\$1,167,470	\$670,152	\$497,318

All of the police vehicles have been approved and purchased. After this activity, there is a surplus of \$497,318 from the ARPA fund, that staff is recommending applying to the Midway Park Improvement Project.

RECOMMENDED ACTION:

Staff recommends the approval and award of the permeable paver contract to Hoppy's Landscaping for \$1,369,441.50.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING
THE LOWEST RESPONSIBLE BIDDER AND AWARDED A CONTRACT TO
HOPPY’S LANDSCAPING, INC. FOR THE BORSE AND MIDWAY PARKS –
PERMEABLE PAVER INSTALLATION PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) publicly advertised for bids for the Borse and Midway Parks – Permeable Paver Installation Project (the “Project”); and

WHEREAS, the sealed bids received were publicly opened, examined and declared by officials of the Village on July 19, 2023 at 10:00 a.m.; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder for the provision of and installation of permeable pavers for the Project is Hoppy’s Landscaping, Inc. at a bid of One Million Three Hundred Sixty-Nine Thousand Four Hundred-Forty One and 50/100ths Dollars (\$1,369,441.50); and

WHEREAS, the Village has determined that it is the best interest of the Village to award a contract to Hoppy’s Landscaping, Inc. for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find Hoppy’s Landscaping, Inc.’s bid to be the lowest responsible bid for the Borse and Midway Parks – Permeable Paver Installation Project.

SECTION 3: Award of Contract.

Hoppy's Landscaping, Inc. is hereby awarded a contract for the provision of and installation of permeable pavers for the Project, at a cost not to exceed One Million Three Hundred Sixty-Nine Thousand Four Hundred-Forty One and 50/100ths Dollars (\$1,369,441.50), as set forth in Hoppy's Landscaping, Inc's bid proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: The contract documents shall include the contract, project specifications, contractor's bid response, contractor's certifications, any and all special provisions, and addenda 1, 2 and 3.

SECTION 5: Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents with Hoppy's Landscaping, Inc. for the Project, all on behalf of the Village of Willowbrook. A copy of said contract which is attached hereto as Exhibit "A" and expressly made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 6: Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 14th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

CONTRACT WITH HOPPY’S LANDSCAPING, INC.

VILLAGE OF WILLOWBROOK DuPAGE COUNTY, ILLINOIS

**NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL
CONTRACT
CONTRACT BOND**

FOR

BORSE & MIDWAY PARKS – PERMEABLE PAVER INSTALLATION

Prepared By:

**NOVOTNY ENGINEERING
545 PLAINFIELD ROAD, SUITE A
WILLOWBROOK, IL 60527
630/887-8640 Fax: 630/887-0132**

Project No. 23138

July 2023

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545 Plainfield Road, Suite A
Willowbrook, IL 60527
Phone: 630/887-8640 * Fax: 630/887-0132

ADDENDUM NO. 1

**VILLAGE OF WILLOWBROOK
BORSE & MIDWAY PARKS - PERMEABLE PAVER INSTALLATION**

July 10, 2023

Please note the following change in the Specifications for the above project, for which bids will be received and opened at 10:00 a.m. on July 19th, 2023:

- **Page D-1, No. 4**, the undersigned agrees to complete all work by **June 1, 2023**, unless additional time is granted in accordance with the Specifications has been corrected to reflect date of **June 1, 2024**.

If you should have any questions concerning this matter, please do not hesitate to contact me.

NOVOTNY ENGINEERING

By _____
John E. Fitzgerald, P.E.

JEF/km
File No.23138



545 Plainfield Road, Suite A
Willowbrook, IL 60527
Phone: 630/887-8640 * Fax: 630/887-0132

ADDENDUM NO. 2

**VILLAGE OF WILLOWBROOK
BORSE & MIDWAY PARKS - PERMEABLE PAVER INSTALLATION**

July 14, 2023

Please note the following change in the Specifications for the above project, for which bids will be received and opened at 10:00 a.m. on July 19th, 2023:

- **Page C-70 – The attachments (as noted in the paragraph below) were missing from the Specification packet posted for download.**
The Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil Fill in a CCDD or Uncontaminated Soil Fill Operation, Form LPC-663 or Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation, Form LPC-662 follows this page. All costs for the preparation of these forms, to certify that the soil is uncontaminated and is within acceptable pH ranges, has been paid for by the Village of Willowbrook. (see following pages)
 - **Please incorporate the attached pages and this Addendum to your bid submittal.**

If you should have any questions concerning this matter, please do not hesitate to contact me.

NOVOTNY ENGINEERING

By _____
John E. Fitzgerald, P.E.

JEF/km
File No.23138



545 Plainfield Road, Suite A
Willowbrook, IL 60527
Phone: 630/887-8640 * Fax: 630/887-0132

ADDENDUM NO. 3

**VILLAGE OF WILLOWBROOK
BORSE & MIDWAY PARKS - PERMEABLE PAVER INSTALLATION**

July 17, 2023

Please note the following change in the Plans for the above project, for which bids will be received and opened at 10:00 a.m. on July 19th, 2023:

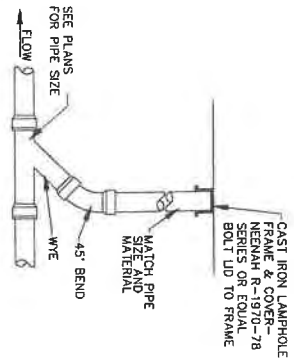
- The Paver LAYOUT PATTERN detail on **Sheet 15 of 18** on the Plans has been revised from "ECO PIORA – LAYOUT PATTERN", to read "**ECO-OPTILOC – LAYOUT PATTERN**" to match the product requirements on Page C-47 of the Special Provisions. Please replace Sheet 15 of 18 in your plan set which you downloaded from QuestCDN.

If you should have any questions concerning this matter, please do not hesitate to contact me.

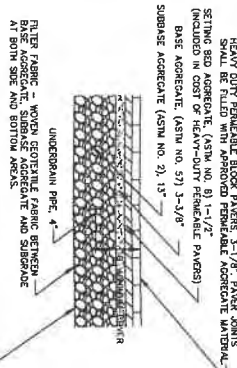
NOVOTNY ENGINEERING

By _____
John E. Fitzgerald, P.E.

JEF/km
File No.23138

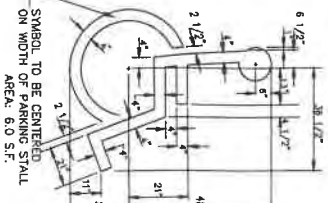


CLEANOUT DETAIL

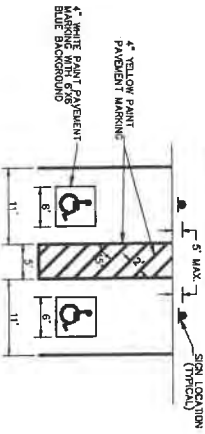


PROPOSED PARKING LOT PERMEABLE PAYER CROSS SECTION - MIDWAY PARK

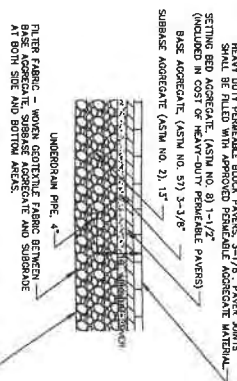
REQUIRED VOLUME CONTROL = 15,670 SF X 1.25/12 = 1,609 CF (0.058 ACFT)
PROVIDED VOLUME CONTROL = 15,670 SF X 1.25/12 = 1,609 CF (0.058 ACFT)



ADA SYMBOL

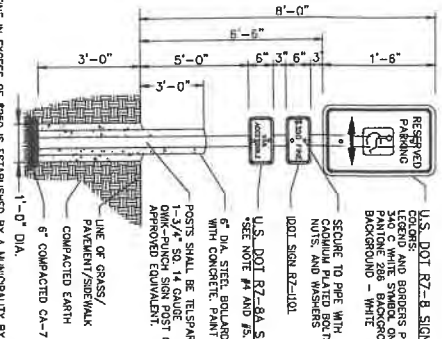


PROPOSED ADA DETAILS



PROPOSED PARKING LOT PERMEABLE PAYER CROSS SECTION - BORSE PARK (NORTH AND SOUTH)

REQUIRED VOLUME CONTROL = 24,561 SF X 1.25/12 = 2,558 CF (0.098 ACFT)
PROVIDED VOLUME CONTROL = 24,561 SF X 1.25/12 = 2,558 CF (0.098 ACFT)

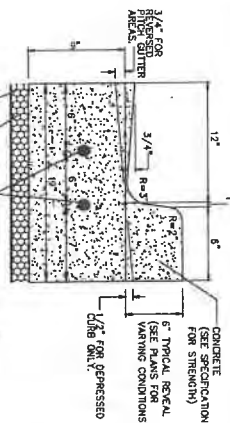


ACCESSIBLE PARKING SPACE BOLLARD SIGN DETAIL

1. WHERE A LINE IN EXCESS OF 250 IS ESTABLISHED BY A MUNICIPALITY BY ORDINANCE, IN ACCORDANCE WITH THE STATUTES, THE ACTUAL AMOUNT OF THE FINE SHOULD BE SHOWN.
2. SIGN ON A SINGLE 12 INCH BY 24 INCH PANEL.
3. ON THE RESERVED PARKING SIGN, THE ARROW SHOULD BE OUTLINED WHERE THERE IS ONLY ONE SPACE. THE ARROW MAXIMUM BE 1/2 INCH LONG.
4. ONE IN EVERY SIX ACCESSIBLE SPACES, BUT NOT LESS THAN ONE, SHALL BE SERVED BY AN ACCESSIBLE ROUTE TO THE SPACE. THE ROUTE SHALL BE THE LONGEST ROUTE THAT SHALL BE SERVED BY AN ACCESSIBLE ROUTE.
5. ABOVE FINISHED GRADE.
6. NON-REFLECTORIZED (PAVEMENT) BACKGROUNDS SHALL BE REFLECTORIZED.



ECO-OP TLOC - LAYOUT PATTERN



B-612 CURB AND GUTTER

NOVOTNY ENGINEERING
545 Painted Road, Suite A
Willowbrook, IL 60527
T: (630) 897-2640
F: (630) 897-0132
Illinois Professional Engineer Form No. 104-029794

VILLAGE OF WILLOWBROOK
BORSE & MIDWAY PARKS - PERMEABLE PAYER INSTALLATION
208 AND 209 MIDWAY DRIVE

REVISIONS			CONSTRUCTION DETAILS #1		
NO.	DATE	DESCRIPTION	PROJECT NO.	SCALE	SHEET
1	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	15
2	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	16
3	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	17
4	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	18
5	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	19
6	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	20
7	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	21
8	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	22
9	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	23
10	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	24
11	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	25
12	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	26
13	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	27
14	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	28
15	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	29
16	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	30
17	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	31
18	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	32
19	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	33
20	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	34
21	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	35
22	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	36
23	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	37
24	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	38
25	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	39
26	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	40
27	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	41
28	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	42
29	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	43
30	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	44
31	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	45
32	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	46
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69	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	83
70	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	84
71	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	85
72	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	86
73	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	87
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77	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	91
78	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	92
79	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	93
80	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	94
81	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	95
82	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	96
83	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	97
84	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	98
85	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	99
86	07-17-23	ISSUED FOR CONSTRUCTION	23130	NOTED	100

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NOTICE TO CONTRACTORS

Owner:
VILLAGE OF WILLOWBROOK

Township:
DOWNERS GROVE

County:
DuPAGE

Project No.
23138

I. TIME AND PLACE OF OPENING OF BIDS:

Sealed Proposals for the improvement described herein will be received at the office of the Village Clerk, and shall be addressed: **ATTN: BID PROPOSAL, Village Clerk, Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527.** Sealed Proposals will be received until **10:00 a.m., on the 19th day of July 2023** and will be publicly opened and read at that time.

II. DESCRIPTION OF WORK:

The proposed work is officially known as:

BORSE & MIDWAY PARKS - PERMEABLE PAVER INSTALLATION

This project consists of the construction of three (3) Permeable Parking Lots. One (1) at Midway Park located at 209 Midway Drive, and two (2) at Borse Park located at 208 Midway Drive, both in Willowbrook, IL. The proposed improvements include HMA surface removal; Earth Excavation; Underdrain System Installation; Storm Sewer and Structure Installation; Aggregate Base Course and Subbase Installation; Heavy Duty Permeable Pavers and Heavy-Duty Paver Pavement Marking Installation; Curb and Gutter Removal and Replacement; Sidewalk Removal and Replacement; Concrete Driveway Pavement Construction; Drainage Structure Adjustments; and Topsoil and Seed Restoration.

III. INSTRUCTIONS TO BIDDERS:

- A. All applicable work will be in conformance with the "Standard Specifications for Road and Bridge Construction", dated January 1, 2022.
- B. Plans and proposal forms are available for download only from QuestCDN via the Novotny Engineering website, <http://novotnyengineering.com>, "Bidding" tab, for a non-refundable charge of \$40.00. Please contact Novotny Engineering (630-887-8640) to obtain the QuestCDN password.

Proposal forms are non-transferable. Only those Proposals that have been obtained from, and with the approval of, Novotny Engineering will be accepted at the bid opening.

- C. Only qualified Contractors who can furnish satisfactory proof that they have performed work of similar nature as Contractors will be entitled to receive Plans and submit Proposals. In order to meet this requirement, at the request of the Engineer, bidders will be required to submit a "Statement of Experience" consisting of a list of previous projects of similar nature in order to receive bid documents. The Owner reserves the right to issue Bid Documents only to those Contractors deemed qualified.

NOTICE TO CONTRACTORS, Cont'd.

- D. All Proposals must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five percent (5%) of the total amount of the Bid, or as provided in the applicable sections of the "Standard Specifications".
- E. No Bid may be withdrawn after opening of Proposals without the consent of the Owner for a period of forty-five (45) days after the scheduled time of opening of Bids.
- F. The Contractor will be required to furnish a labor and material "Performance Bond" in the full amount of the Contract.
- G. The Contractor will be required to pay Prevailing Wages in accordance with all applicable laws.

IV. AWARD CRITERIA AND REJECTION OF BIDS:

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Village in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility. The Village reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements, and to waive technicalities.

**BY ORDER OF:
VILLAGE OF WILLOWBROOK
MAYOR AND BOARD OF TRUSTEES**

**Deborah A. Hahn (s)
Village Clerk**

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SPECIAL PROVISION

The following Provisions, as marked with an "X", shall apply to this Proposal:

☐ **PREQUALIFICATION OF BIDDERS**

Prequalification of bidders in accordance with the "Special Provision for Bidding Requirements and Conditions for Contract Proposals" of the "Supplemental Specifications and Recurring Special Provisions" that are in effect on the date of the "Invitation for Bids" or the "Notice to Contractors" will be required of all bidders on this Proposal.

Therefore, before securing a Proposal form, the Contractor must submit evidence of prequalification by furnishing the Engineer with a current "Certificate of Eligibility" from the Illinois Department of Transportation for this kind of work.

☐ **AFFIDAVIT**

Bidder shall complete and submit with his Proposal an "Affidavit of Availability" (Form BC 57) listing all uncompleted Contracts, including subcontract work, all pending low bids not yet awarded or rejected, and equipment available.

☒ **"STATEMENT OF EXPERIENCE" REQUIREMENT**

Bidders who have not previously demonstrated their ability to perform this type of work with the Engineer shall submit a "Statement of Experience" consisting of a list of previous projects of similar nature for evaluation by the Engineer in order to receive Plans. The Owner reserves the right to issue Bid documents only to those Contractors it deems qualified.

In addition, at the request of the Engineer, the low bidder must submit a complete list of all projects performed within the last 24 months. This list shall consist of the name of the Owner, the size, type, and nature of the project, the cost, a key contact person and their phone number. This list shall be reviewed and evaluated by the Engineer to serve as a basis for making a recommendation of award of a Contract to the Owner.

MAN.1

SPECIAL PROVISION

SUBMITTING BID DOCUMENTS

Some of the documents included in this booklet include the inscription "**Return with Bid**". It should be understood that this Provision supplements Section 102 of the "Standard Specifications" and gives the Contractor the option of submitting the entire "Specification Booklet" as his Proposal, or just certain forms marked "Return with Bid". If the Contractor elects to return only certain pages and not the entire book, he shall insure that all said marked pages are returned including, but not limited to, the Cover Sheet, Bid Bond, Bidder's Affidavit, Proposal, all Certifications, and any Addenda.

Also, the Plans, Specifications, and other documents designated in the Proposal booklet will be considered part of the Proposal whether attached or not. Any Addenda officially issued shall be attached to the Cover Sheet of the Proposal booklet when the bid is submitted, with the content of the Addenda being incorporated into the unit prices submitted in the bid.

Proposal forms are non-transferable. Only those Proposals that have been obtained from, and with the approval of, Novotny Engineering, will be accepted at the bid opening.

SPECIAL PROVISIONS

The "Standard Specifications for Road and Bridge Construction", as prepared by the Illinois Department of Transportation, dated January 1, 2022, shall govern all work included in this project. The "Supplemental Specifications and Recurring Special Provisions", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "National Electric Code", which are in effect on the date of invitation for bids shall also govern, as appropriate. The following Special Provisions included herein apply to and govern the proposed improvement and, in case of conflict with any part or parts of said Specifications, said Special Provisions shall take precedence and shall govern.

DEFINITIONS: The following list of definitions amends Section 101 of the "Standard Specifications for Road and Bridge Construction".

- Owner** - Shall mean the awarding authority of the agency who is to be a party of this Contract, i.e., Mayor and City Council, President and Board of Trustees, Board of Commissioners, or other governmental body as appropriate.
- Engineer** - Shall mean Frank Novotny & Associates, Inc. dba Novotny Engineering, their officers, employees, and agents who are employed by the Owner to act as their professional representative on the project.
- Project** - Shall mean all work described and/or shown in the Plans and Specifications that are part of the Contract between the Contractor and the Owner.

PREVAILING WAGE RATES: This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. (the "Act"). The Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors and Subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

The schedule of prevailing wage rates current as of the time of these Specifications is attached hereto and made a part hereof. Should a change in the schedule of prevailing wage rates occur during the term of any Contract and cause an increase in the cost of labor to any Contract, Subcontractor or sub-Subcontractor, such an increase shall not be the basis for any change order or change in the construction cost to Owner.

PREFERENCE IN EMPLOYMENT: No person shall be refused or denied employment in any capacity on the grounds of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected 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 Owner.

The Illinois Human Rights Act applies fully to this Contract and this Contract shall be performed in all respects in compliance with the Illinois Human Rights Act 775 ILCS 5/1-101, et seq., and the Illinois Public Works Employment discrimination Act 775 ILCS 10/0.01, et seq.

MAN.5(Rev.)07/2016

LAWS TO BE OBSERVED: The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and Municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders or decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, Subcontractors and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all of its officers, agents, and employees, and the Engineer against any claim, loss, or liability arising or resulting from or based upon the violations of any such law, ordinance, regulation, order or decree, whether by himself or by his agents, Subcontractors or employees. If any discrepancy or inconsistency is discovered in the Plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders, or decree, the Contractor shall forthwith report the same to the Engineer.

REVIEW OF PROJECT SITE AND CONTRACT DOCUMENTS: By preparing his bid on the Project, the Contractor acknowledges and agrees that the Contract Specifications and drawings are complete, and sufficient to enable the Contractor to determine the cost of the work and to enable him to construct the work, in accordance with all applicable laws and regulations governing the work, and otherwise to fulfill his obligations under and as provided in the Contract. The Contractor further acknowledges that he has visited and examined the site, including all physical and other conditions affecting the work and is fully familiar with all of the conditions affecting the same and has considered all these factors in preparing his bid.

In connection therewith, the Contractor specifically represents and warrants to Owner that he has, by careful examination, satisfied himself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and surface water conditions of the site and the surrounding area, and subsurface conditions and subsurface water conditions (if a Soils Report is available for examination prior to the bid date); (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the work in the manner and within the cost and time frame required by the Contract. All work shall conform to the Contract, including the drawings and Specifications. No change therefrom shall be made without Owner's and Engineer's prior written approval.

PROJECT ENGINEER: The bidder is hereby advised that although the above-designated Standard Specifications shall govern the construction of this improvement, the Illinois Department of Transportation will not have jurisdiction over the construction. Jurisdiction for this improvement will be vested in the Owner and their duly authorized representative, Novotny Engineering, 545 Plainfield Road, Suite A, Willowbrook, Illinois 60527, 630/887-8640.

The Engineer shall have the authority to review and periodically observe the Contractor's performance for compliance with the Plans and Specifications, make all interpretations in the Plans and Specifications, condemn or reject work that is found not to be in compliance, determine the amounts to be paid to the Contractor, and make minor changes in the work that he deems necessary and to be in the best interest of the Owner.

The Engineer is not responsible for advising the Contractor on various construction methods, means, techniques, sequences, procedures, or any safety precautions, and has no authority in giving the Contractor any instructions in this regard. The Engineer is not a project supervisor. All supervisory responsibilities are that of the Contractor.

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

Additionally, the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner in connection with this project, or the failure of the Owner, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with these Contract documents.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation building codes, the Americans with Disabilities Act, the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future Contracts of subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, or the Contract 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. During the performance of this Contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, 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, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising

such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;

- (e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contractor's obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply herewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two (2) types of subcontracts referred to under Paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,
- (b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

EXECUTION OF CONTRACT: The Contract shall be executed by the successful bidder and returned together with the Contract Bond within seven (7) days after the Contract has been mailed to the bidder.

FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to execute the Contract and file acceptable Bonds within seven (7) days after the Contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Proposal Guaranty, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under Contract, or otherwise, as the Owner may decide.

NOTICE TO PROCEED: Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the Contract Document, after which the Contractor shall have seven (7) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

CONTRACTOR PAYMENTS: The Contractor will be paid from funds allocated for financing the project at monthly intervals in accordance with the provisions as outlined in the Standard Specifications. At the end of each calendar month, the Contractor shall submit to the Engineer a sworn statement of the value of work completed to date, a breakdown of amounts remaining to be completed, and partial Waivers of Lien from himself and all Subcontractors and material suppliers, and a sworn statement that those vendors are a complete list of all vendors that are employed on this Contract to complete the required work. All Waivers of Lien will be on the long form, a sample of which is attached hereto. The Owner will accept a single waiver from the General Contractor for the first payment, with full waiver submittals, as described above, for all subsequent payouts. All partial Waivers shall be considered to be "Waivers of Lien to Date".

For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract Specifications, subject to 1) any evaluation of such work as a functioning project upon substantial completion, 2) the results of any subsequent tests permitted by the Contract, and 3) any defects or deficiencies not readily apparent upon inspection of the work.

For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Owner and the Engineer.

The Contractor shall receive final payment within thirty (30) to forty-five (45) days after issuance of the final payment authorization by the Engineer and receipt by the Owner of all required Contractor submissions in accordance with the Contract documents including, without limitation to an application for payment, together with a Contractor's sworn statement in a form acceptable to the Owner, final Waivers of Lien from the Contractor, all Subcontractors and material suppliers in a form acceptable to the Owner, and such other supporting documentation as the Owner may reasonably require to assure proper completion of the work free and clear of third party claims.

Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

EXISTING UTILITIES: Existing public utilities, such as water mains, sewers, gas lines, street lights, telephone lines, electric power lines, cable television, etc., shall be protected against damage during the construction of this project. Whenever the location of an existing utility is known, the approximate location of said utility is indicated on the Plans. This information is given only for the convenience of the bidder and the Owner assumes no responsibility as to the accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances in their present or relocated positions, whether shown on the Plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required in prosecuting the work due to the existence of said utilities.

The Contractor shall contact the Owners of all public and private utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the Contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

The adjustment of all facilities of Nicor, AT&T, ComEd, Cable Television, etc., shall be done by the respective utility company and, if a conflict is known, are indicated on the Plans as to be done **"BY OTHERS"**. All other utility adjustments to sewer, water, and other local facilities under the control of the Owner shall be performed under this Contract and will be paid for under the respective items in the Contract, unless otherwise indicated on the Plans or directed by the Engineer.

The Contractor shall contact **J.U.L.I.E. (1-800-892-0123)** at least 72 hours prior to commencement of work, for public utility locations. The Contractor shall also contact the Water Department of the Owner for location of their facilities, the Department of Public Works of the Owner for location of street lighting cable and sanitary sewers, and the Sanitary District, County, or local Water Commission for location of their facilities if not serviced by a municipal system. In areas on or adjacent to State or County highways, the Contractor shall notify the Electrical Department of the appropriate agency for location of traffic signal equipment. Any cost incurred for the locating of electric or traffic control facilities shall be borne by the Contractor, and no extra compensation shall be allowed.

UTILITY REPAIR: Whenever the Contractor or any Subcontractor damages an underground utility under the jurisdiction of the Owner or other Municipal agency, the Contractor shall proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair Contractor of his own choosing or utilizing his own forces to make the necessary repairs. He shall furnish all labor, materials, and equipment necessary to restore any pipe-line, conduit, service line, etc. to their full and permanent service condition or cause them to be completed using outside Contractors.

All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by this interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within one week's time (seven (7) days). The Engineer will be the sole authority in directing the Contractor as to the extent of work required to correct the damage to the standards expected by the Owner and as to what repairs need to be handled immediately, and what can be deferred for a week's time. Should the necessary permanent repairs not be done within the time frame stated above, the Owner reserves the right to make the necessary arrangements to have said repairs made by their own maintenance Contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor due to accidental damage. Any damage done to other public or private utilities shall be reported to the respective utility immediately and the Contractor shall be totally liable for any and all costs for said damage.

PUBLIC NOTIFICATION: When directed by the Owner to notify the public that certain activities included in this project may adversely affect or remove access to their property, buildings, or surroundings, the Contractor will be required to distribute "NOTICES" door to door. This may be necessary when driveway access is altered or removed, water service is to be interrupted, or when any other situation arises that requires the public to be notified. The Contractor shall furnish all necessary personnel to properly distribute said "NOTICES" as directed by the Owner or the Engineer in a time frame to be established by the Owner. All "NOTICES" shall be drafted by the Owner and/or Engineer and furnished to the Contractor for distribution. No "NOTICES" will be distributed that are not endorsed by the Owner or that are not on the Owner's letterhead. No additional compensation will be allowed for this effort.

PROJECT SAFETY: The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), applicable provisions and regulations of the Occupational Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (Revised), and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America as applicable. The Contractor, Engineer, and Owner shall each be responsible for his own respective agents and employees. Neither the Engineer nor Owner have the authority to stop work should the Contractor be in violation of State and Federal Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

The Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the work. The Contractor shall provide and erect barricades or other safeguards which are adequate to warn of danger at the site and to protect persons and property from injury resulting from the work and shall otherwise comply with the requirements of the Contract Documents regarding matters of safety.

CONSTRUCTION LAYOUT MATERIALS: Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

Once the stakes have been set, the Contractor shall exercise proper care for the preservation of these stakes to prevent unnecessary losses and additional cost for restaking. Negligence on the part of the Contractor for preserving these stakes serves as just cause for the Engineer to be compensated for the additional cost of resetting those stakes which are displaced. The Engineer will be compensated for his actual cost to reset said stakes, including all labor and materials furnished by the Engineer. All other provisions of the aforementioned section shall apply to this Contract.

INSPECTION OF MATERIALS: All hot-mix asphalt and concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA requirements.

The Contractor is to submit a QC plan for hot-mix asphalt and concrete materials to the Project Engineer for approval prior to construction operations commencing.

QC reports for hot-mix asphalt and concrete mixtures will be transmitted to the Project Engineer by the Contractor daily during production. The Project Engineer shall review and approve all QC reports prior to finalizing the project. A minimum of five percent (5%) of the contract amount will be withheld from the Engineer's Payment Estimate pending receipt of all QC documentation and approval by the Project Engineer.

The Contractor's attention is directed to Section 406.07(c) of the Standard Specifications. The Contractor will be required to cut cores from the completed pavement at the station or at locations determined by the Engineer. Nuclear Density Acceptance may be used in lieu of cores if both Quality Control and Quality Assurance have correlated nuclear gages.

INCIDENTAL CONSTRUCTION: Whenever the performance of work is indicated on the Plans or required in the Specifications and no provision is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. If such work is included on the Plans and not the Specifications, or vice versa, it shall be considered to be required in both and included in the work required under the Contract.

PROFESSIONAL LANDSCAPE REQUIREMENT: The Contractor shall procure the services of a qualified, experienced, competent and professional landscaping Contractor for all landscape work included in the Contract Plans and Specifications. The Contractor shall be responsible for the proper performance by such landscape Contractor for the landscape work required by the Contract Plans and Specifications, and such work shall be included in the Contractor's Guaranty and Warranty as provided in the Special Provisions of the Contract Specifications.

BIDDER CERTIFICATIONS REQUIREMENT: All bidders submitting a Proposal for this Contract are required to complete the "CONTRACTOR'S CERTIFICATIONS" included in the Proposal Section of this document. The certifications of the successful bidder shall be attached to and become part of the construction Contract between the Contractor and the Owner. NO BID MAY BE ACCEPTED WHICH DOES NOT INCLUDE THESE CERTIFICATIONS.

- a) The Contractor must certify that it is not barred from contracting with any unit of state or local government, as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of the Criminal Code of 1961, 720 ILCS 5/22E-1 through 5/33E-13.
- b) The Contractor must certify that pursuant to 65 ILCS 5/11-42.1-1, the Contractor it is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must certify compliance pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act"), and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must certify compliance pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."
- e) The Contractor must certify compliance pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act, and require that all Subcontractors furnish Certifications of Compliance with this Act.
- f) No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

- g) All change orders increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

- h) Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties. (f through h – 1023820.1, Village of Willowbrook)

USE OF MUNICIPAL WATER: A portion of the "Standard Specifications" governing methods of construction on various items of work that may be included in this Contract may necessitate the use of a supply of domestic water.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible, secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

TAXES: If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

COMPLETION AND FINAL PUNCHLIST: After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default. Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible, secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

TAXES: If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax-Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

COMPLETION AND FINAL PUNCHLIST: After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default.

(SAMPLE)

CONTRACT

1. **THIS AGREEMENT**, made and concluded the _____ day of _____, 2023, between the Village of Willowbrook acting by and through the Mayor and Village Council as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny & Associates, Inc., dba Novotny Engineering, and designated as **BORSE & MIDWAY PARKS - PERMEABLE PAVER INSTALLATION**, are all essential documents of this Contract, and are a part hereto.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

Party of the First Part

ATTEST:

The VILLAGE OF WILLOWBROOK

Deborah A. Hahn, Clerk

(S E A L)

By _____

Title Frank A. Trilla, Mayor

Party of the Second Part

(If a Corporation)

Corporate
Name _____

By _____

President

(If a Co-Partnership)

(SEAL)

(SEAL)

Partners doing Business under the name

of _____

(If an Individual)

(SEAL)

(SAMPLE)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

SS

City # _____

COUNTY OF _____

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the Owner.

The undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable consideration, the receipt whereof
is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State
of Illinois, relating to mechanics liens, with respect to and on said above-described premises, and the improvements thereon, and on
the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be
furnished at any time hereafter by the undersigned for the above-described premises.

Given under _____ hand _____ and seal _____
this _____ day of _____, 2023.

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,
corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership
name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

SS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
_____ of the _____
who is the Contractor of the _____ work on the
building located at _____
owned by _____.

That the total amount of the Contract including extras is \$ _____ of which he has received payment of \$ _____ prior to
this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or
equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor
or both for said work and all parties having Contracts or Subcontracts for specific portions of said work or for material entering into
the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to Plans and Specifications.

	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	PAYMENT	BALANCE DUE
LABOR AND MATERIAL TO COMPLETE					

That there are no other Contracts for said work outstanding, and there is nothing due or to become due to any person for
materials, labor or other work of any kind done or to be done upon or in connection with said work other than above
stated.

Signed this _____ day of _____, 2023.

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2023.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE

Description: This item shall consist of the Contractor's efforts to protect the Owner, the Engineer, and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineer, Frank Novotny & Associates, Inc. dba Novotny Engineering and its agents and employees, and the Engineer's Consultants and their respective agents and employees, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or Frank Novotny & Associates, Inc. dba Novotny Engineering and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts Frank Novotny & Associates, Inc. dba Novotny Engineering is intended to be a third party beneficiary under this Contract.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, employees and Frank Novotny & Associates, Inc. dba Novotny Engineering and its agents and employees as herein provided.

Man.6 (COMPLETE)
04/2023

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself and/or the Engineer against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner and the Engineer.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and the Engineer and their agents, employees, and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

Insurance

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner and to the Engineer **before starting construction**, or within ten (10) days after the execution of the Contract by the Owner, whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner and to the Engineer, working days shall be assessed in accordance with Article 108.04 of the Standard Specifications, regardless of the fact that the Contractor may not commence with work due to his failure or inability to provide the necessary insurance as noted herein.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner and to the Engineer, and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. For example, the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING must be named as additional insureds on a "primary, non-contributory basis" for Part 1 noted below. Also, a **separate** OCP policy naming the **OWNER as the "NAMED INSURED"** must also be obtained as outlined under Part 2 below, and all insurance noted under Parts 3, 4 and 5 below must be provided, unless specifically deleted for this project.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

A. Minimum Limits of Insurance

Contractor and his Subcontractors shall maintain limits of no less than:

1. **Contractors-**

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. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING shall be named as Additional Insureds on a Primary Non-Contributory basis. All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any "XCU Exclusions" shall be deleted.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. **Owners and Engineers-**

Contractors Protective Liability: An OCP Policy shall also be provided having limits of \$1,000,000 combined single limit per occurrence for bodily 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. The General Liability Policy shall include coverage for Contractual Liability. The OWNER will be the named insured on this OCP Policy. There will be NO deductible or self-insured retention amount due on this OCP policy.

The coverage afforded by this OCP policy shall be primary and at no time shall any endorsements, additional forms, or riders be attached that would modify or limit said coverage.

3. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

4. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

5. Umbrella Liability: Umbrella Liability Policy for not less than \$2,000,000.

Insurance under Parts 6, 7 and 8 below will be required if indicated by an "X".

- ☐ 6. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.
- ☐ 7. Builder's Risk: Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the Contract price totaled in the bid. The Policy will include "Theft of Building Materials" and "Soft Costs" coverages.
- ☐ 8. Supplemental Insurance Coverage: Should the project require "supplemental" insurance coverage as deemed necessary by the Owner and/or Engineer, it shall be provided as outlined below:

<u>Type of Insurance</u>	<u>Limit Required</u>
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____

Note: If "Contractor's Pollution Liability Insurance" is required as indicated above, both the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING shall be named as "Additional Insureds" on a Primary Non-Contributory basis on that policy.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

B. Contractor's Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions

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

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner and the Engineer. It shall be the Contractor's responsibility to ensure that said Notice is delivered to both the Owner and the Engineer by Certified Mail, "Return Receipt Requested".

D. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of A-, VIII, or higher.

E. Verification of Coverage

1. Contractor's Insurance:

Contractor shall furnish the Owner and the Engineer with "**Certificates of Insurance**" evidencing coverage required by this Section. The **Certificates** for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The **Certificates** shall be on standard forms provided by the insurance company or agent and are to be received and approved by the Owner and Engineer **before any work commences**. The Owner reserves the right to request full certified copies of the insurance policies. No manuscript policies will be allowed. (SEE SAMPLE "CERTIFICATE OF INSURANCE" ENCLOSED HEREIN.)

2. OCP Policy:

Contractor shall furnish the Owner and the Engineer with an "**Insurance Binder**" evidencing that the aforementioned coverage is bound by the Company to protect the Owner. This Insurance Binder shall be on the standard form provided by the insurance company or agent and is to be received and approved by the Owner and Engineer **before any work commences**.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

When issued, the original OCP POLICY shall be sent directly to the office of the Engineer, Frank Novotny & Associates, Inc. dba Novotny Engineering, 545 Plainfield Road, Suite A, Willowbrook, IL, 60527. No manuscript policies will be allowed.

3. It should also be noted that the Contractor is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates/Binder by the Owner or the Engineer shall not relieve the Contractor from any obligation for providing the protection required in these Specifications.**

F. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate **Certificates** for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, excluding the requirement for obtaining a separate "OCP Policy" as may be stated herein.

Basis of Payment: This item shall be paid for at the Contract lump sum price for **INSURANCE PROVISIONS – COMPLETE**, which price shall be payment in full for providing all insurance as noted herein, including the cost of the OCP policy.

Payment will be made on the basis of the ratio of the total amount of work completed to date to the total value of the work required to be performed. **All insurance, including the OCP Policy, shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications.**

Payment will not be made under this item if the actual OCP policy contains any riders, endorsements, or additional forms which limit or modify the coverage required herein. **Failure to procure all required insurance coverage shall be considered a breach of Contract.**

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				EFFECTIVE				EXPIRATION			
				DATE		TIME		DATE		TIME	
								AM			
								PM			
Phone (A/C. No. Ext)				FAX (A/C. No. Ext)				12:01 AM NOON			
CODE:				SUB CODE:				THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #			
AGENCY				DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)							
CUSTOMER NO.											
INSURED				OWNER							

TYPE OF INSURANCE		COVERAGE/FORMS	DEDUCTIBLE	CONS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC _____					
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR			EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY		\$ 1,000,000 \$ \$ \$
<input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE (OCP)		RETRO DATE FOR CLAIMS MADE	GENERAL AGGREGATE PROJECTS - COMP/OP AGGR COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY MOTORIST UNINSURED MOTORIST		\$ 2,000,000 \$ \$ \$ \$ \$ \$ \$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO					
VEHICLE PHYSICAL DAMAGE <input type="checkbox"/> DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT		\$ \$ \$
<input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL					
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____		RETRO DATE FOR CLAIMS MADE	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY			FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$
SPECIAL CONDITIONS/ OTHER COVERAGES					

NAME & ADDRESS OWNER (Including its officials, employees and volunteers)		MORTGAGEE		ADDITIONAL INSURED
		LOSS PAYEE		
	LOAN #			
	AUTHORIZED REPRESENTATIVE			

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DuPage County Prevailing Wage Rates posted on 5/22/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
CERAMIC TILE LAYER	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION TECHNICIAN	All	BLD		35.92	38.72	1.5	1.5	2.0	2.0	13.60	24.04	3.20	0.83	
ELECTRIC PWR EQMT OP	All	ALL		47.56	64.89	1.5	1.5	2.0	2.0	7.00	13.32	0.00	1.19	1.43
ELECTRIC PWR GRNDMAN	All	ALL		36.53	64.89	1.5	1.5	2.0	2.0	7.00	10.23	0.00	0.92	1.10
ELECTRIC PWR LINEMAN	All	ALL		57.17	64.89	1.5	1.5	2.0	2.0	7.00	16.01	0.00	1.43	1.72
ELECTRIC PWR TRK DRV	All	ALL		37.86	64.89	1.5	1.5	2.0	2.0	7.00	10.61	0.00	0.95	1.14
ELECTRICIAN	All	BLD		43.08	47.33	1.5	1.5	2.0	2.0	13.60	27.57	7.13	1.20	
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	NE	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
ORNAMENTAL IRON WORKER	E	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28
PAINTER	All	ALL		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92
PLASTERER	All	BLD		49.85	52.84	1.5	1.5	2.0	2.0	12.10	21.48	0.00	1.09
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99
SHEETMETAL WORKER	All	BLD		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75
STEEL ERECTOR	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRAFFIC SAFETY WORKER II	ALL	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRUCK DRIVER	All	ALL	1	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15
TRUCK DRIVER	All	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15
TRUCK DRIVER	All	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15
TRUCK DRIVER	All	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07

2.54

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-23)

SUPPLEMENTAL SPECIFICATIONS

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204 Borrow and Furnished Excavation.....	2
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211 Topsoil and Compost	4
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420 Portland Cement Concrete Pavement	6
502 Excavation for Structures	7
509 Metal Railings	8
540 Box Culverts	9
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RECURRING SPECIAL PROVISIONS



**Illinois Department
of Transportation**

Check Sheet for Recurring Special Provisions

Local Public Agency VILLAGE OF WILLOWBROOK	County DuPage	Section Number <div style="border: 1px solid black; height: 15px; width: 100%;"></div>
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☐ Check this box for lettings prior to 01/01/2023.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	53
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	56
3	<input type="checkbox"/> EEO	57
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	67
5	<input type="checkbox"/> Required Provisions - State Contracts	72
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	78
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	80
9	<input type="checkbox"/> Construction Layout Stakes	81
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	84
11	<input type="checkbox"/> Subsealing of Concrete Pavements	86
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	90
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	92
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	93
15	<input type="checkbox"/> Polymer Concrete	95
16	<input type="checkbox"/> Reserved	97
17	<input type="checkbox"/> Bicycle Racks	98
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	100
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	102
20	<input type="checkbox"/> English Substitution of Metric Bolts	103
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	104
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	105
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	113
24	<input type="checkbox"/> Reserved	129
25	<input type="checkbox"/> Reserved	130
26	<input type="checkbox"/> Temporary Raised Pavement Markers	131
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	132
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	135
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	142
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	144
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	145

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Local Public Agency

County

Section Number

VILLAGE OF WILLOWBROOK

DuPage

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>			<u>Page No.</u>
LRS 1		Reserved	147
LRS 2	<input type="checkbox"/>	Furnished Excavation	148
LRS 3	<input checked="" type="checkbox"/>	Work Zone Traffic Control Surveillance	149
LRS 4	<input checked="" type="checkbox"/>	Flaggers in Work Zones	150
LRS 5	<input checked="" type="checkbox"/>	Contract Claims	151
LRS 6	<input checked="" type="checkbox"/>	Bidding Requirements and Conditions for Contract Proposals	152
LRS 7	<input type="checkbox"/>	Bidding Requirements and Conditions for Material Proposals	158
LRS 8		Reserved	164
LRS 9	<input type="checkbox"/>	Bituminous Surface Treatments	165
LRS 10		Reserved	169
LRS 11	<input checked="" type="checkbox"/>	Employment Practices	170
LRS 12	<input checked="" type="checkbox"/>	Wages of Employees on Public Works	172
LRS 13	<input checked="" type="checkbox"/>	Selection of Labor	174
LRS 14	<input type="checkbox"/>	Paving Brick and Concrete Paver Pavements and Sidewalks	175
LRS 15	<input type="checkbox"/>	Partial Payments	178
LRS 16	<input type="checkbox"/>	Protests on Local Lettings	179
LRS 17	<input type="checkbox"/>	Substance Abuse Prevention Program	180
LRS 18	<input type="checkbox"/>	Multigrade Cold Mix Asphalt	181
LRS 19	<input type="checkbox"/>	Reflective Crack Control Treatment	182

BDE SPECIAL PROVISIONS
For the August 4, 2023 and September 22, 2023 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised
80099	1	<input type="checkbox"/>	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	2	<input checked="" type="checkbox"/>	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192	3	<input type="checkbox"/>	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
80173	4	<input type="checkbox"/>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	<input type="checkbox"/>	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	6	<input type="checkbox"/>	Blended Finely Divided Minerals	April 1, 2021	
* 80241	7	<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
* 50531	8	<input type="checkbox"/>	Building Removal	Sept. 1, 1990	Aug. 1, 2022
* 50261	9	<input type="checkbox"/>	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80449	10	<input type="checkbox"/>	Cement, Type IL	Aug. 1, 2023	
80384	11	<input type="checkbox"/>	Compensable Delay Costs	June 2, 2017	April 1, 2019
* 80198	12	<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
* 80199	13	<input type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80261	14	<input checked="" type="checkbox"/>	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434	15	<input type="checkbox"/>	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
* 80029	16	<input type="checkbox"/>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229	17	<input type="checkbox"/>	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80447	18	<input type="checkbox"/>	Grading and Shaping Ditches	Jan. 1, 2023	
80433	19	<input type="checkbox"/>	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80443	20	<input type="checkbox"/>	High Tension Cable Median Barrier Removal	April 1, 2022	
80446	21	<input type="checkbox"/>	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438	22	<input type="checkbox"/>	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80045	23	<input type="checkbox"/>	Material Transfer Device	June 15, 1999	Jan. 1, 2022
80450	24	<input type="checkbox"/>	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441	25	<input type="checkbox"/>	Performance Graded Asphalt Binder	Jan. 1, 2023	
80451	26	<input type="checkbox"/>	Portland Cement Concrete	Aug. 1, 2023	
* 34261	27	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80445	28	<input type="checkbox"/>	Seeding	Nov. 1, 2022	
80448	29	<input type="checkbox"/>	Source of Supply and Quality Requirements	Jan. 2, 2023	
80340	30	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127	31	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	32	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	33	<input type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	34	<input type="checkbox"/>	Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
80435	35	<input type="checkbox"/>	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80410	36	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
* 20338	37	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429	38	<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	39	<input type="checkbox"/>	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80440	40	<input type="checkbox"/>	Waterproofing Membrane System	Nov. 1, 2021	
80302	41	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	42	<input type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	
* 80071	43	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
5048I	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete – Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012
Revised: April 1, 2022

Add the following Section to the Standard Specifications:

“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

• **Description.** This work shall consist of constructing an aggregate subgrade improvement (ASI).

• **Materials.** Materials shall be according to the following.

Item	Article/Section
• Coarse Aggregate.....	1004.07
• Reclaimed Asphalt Pavement (RAP).....	1031.09

• **Equipment.** The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

• **Soil Preparation.** The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department’s “Subgrade Stability Manual” for the aggregate thickness specified.

• **Placing and Compacting.** The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

• **Finishing and Maintenance.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

- **Method of Measurement.** This work will be measured for payment according to Article 311.08.

- **Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

"1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI). The aggregate shall be according to Article 1004.01 and the following.

- Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.
- Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- Gradation.
- The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

Grad No.	COARSE AGGREGATE SUBGRADE GRADATIONS				
	Sieve Size and Percent Passing				
	8"	6"	4"	2"	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

Grad No.	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

- Capping aggregate shall be gradation CA 6 or CA 10." Add the following to Article

1031.09 of the Standard Specifications:

"(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- The testing requirements of Article 1031.03 shall not apply.
- Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered."

80274

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

- 1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.
- 2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* <https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>; or verified by the California Air Resources Board (CARB) (or <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>
- Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

*** SPECIAL PROVISION ***

GENERAL

Scope of Work: This project consists of the construction of three (3) Permeable Parking Lots. One (1) at Midway Park located at 209 Midway Drive, and two (2) at Borse Park located at 208 Midway Drive, both in Willowbrook, IL. The proposed improvements include HMA surface removal; Earth Excavation; Underdrain System Installation; Storm Sewer and Structure Installation; Aggregate Base Course and Subbase Installation; Heavy Duty Permeable Pavers and Heavy-Duty Paver Pavement Marking Installation; Curb and Gutter Removal and Replacement; Sidewalk Removal and Replacement; Concrete Driveway Pavement Construction; Drainage Structure Adjustments; and Topsoil and Seed Restoration

The contractor is hereby advised that the Village of Willowbrook will be bidding out other contracts at both Midway Park and Borse Park this construction season, therefore the contractor will be required to construct the proposed parking lot improvements according to the following schedule:

Location	Start Construction	Complete Construction
Borse Park (north)	Summer, 2023	November 30, 2023
Midway Park	October 13, 2023, +/-	November 30, 2023
Borse Park (south)	April 1, 2024, +/-	June 1, 2024

Other work scheduled at Midway Park includes Grading Improvements, Park Amenity Improvements, and Landscape Improvements. Other work scheduled at Borse Park includes Storm Sewer Replacement and Rehabilitation.

Special attention is drawn to Article 105.08 of the Standard Specifications, which requires cooperation between contractors. Each Contractor shall conduct their work so as not interfere with or hinder the progress or completion of the work being performed by other contractors. In the case of dispute, a meeting will be held with the Village, the Engineer and all contractors involved. The Village and Engineer shall act as referee and their decision shall be final and binding on all.

During the course of construction, it is the intention of their contract to minimize the inconvenience to the park operations. Therefore, the contractor shall schedule their work and all subcontract work to provide an orderly flow of construction through the various phases. During the Excavation operations the contractor shall schedule their work to minimize the length of time the subgrade is exposed to the elements.

At all times, areas under construction shall be properly barricaded and protected to ensure maximum safety. Traffic control standards and special provisions included in these bid documents shall be strictly enforced during applicable stages of construction.

*** SPECIAL PROVISION ***

GENERAL – CONT'D

Completion Parameters:

1. Borse Park (North) – It is the Villages' intention to have all construction completed at this location by November 30th, 2023.
2. Midway Park – This location will not be available to start construction until approximately October 13, 2023, it is the Village's intention to have all construction completed at this location by November 30th, 2023.
3. Borse Park (South) - This location will not be available to start construction until the Spring of 2024. It is the Village's intention to have all construction completed at this location by June 1, 2024.

Extension of Time: Since interim and completion dates are specified, it is understood that time is of the essence and that the completion of the work by these dates is an essential part of the Contract. If a delay should occur due to unforeseen causes, as specified in Article 108.08(b) of the Standard Specifications for Road and Bridge Construction, the time of completion shall be extended by an amount determined to be equitable by the Village and the Engineer.

If an extension of time is needed for this project, a request must be submitted in writing, setting forth the reasons that the Contractor believes will justify the approval of the request.

Failure to Complete the Work on Time: Should the Contractor fail to complete the work by the specified dates, the Contractor shall be liable for liquidated damages for each day of overrun on the completion dates. Liquidated damages will be processed in accordance with the applicable portions of Article 108.09 of the Standard Specifications, except they will be processed for both the interim and overall completion dates.

The daily charge shall be made for every day shown on the calendar beyond the interim or overall completion dates specified for this project. The Village will deduct these liquidated damages from monies due, or to become due, to the Contractor from the Village.

Pre-Construction Meeting: A pre-construction meeting will be held with the Contractor after the award of the Contract to further discuss the scope of work and the project schedule. At that time, a start date, which will be mutually agreed upon by the village of Willowbrook, the Contractor, and the Engineer, will be determined.

SPECIAL PROVISION

TREE PROTECTION

Description: This work shall consist of protecting existing trees at the locations shown on the Plans and in accordance with the detail shown on the Plans.

General: Before work activities begin, the Contractor shall manually erect temporary fencing around the trees shown to be protected as detailed on the plans or as direct by the engineer. The temporary fencing shall be similar to plastic or wood lathe snow fence and shall be a minimum of 4 ft. high with stakes placed a maximum of 15 ft. apart.

Basis of Payment: This work will be paid for at the contract unit price per each for **TREE PROTECTION**, which price shall be payment in full for all work specified herein.

*** SPECIAL PROVISION ***

STABILIZED CONSTRUCTION ENTRANCE

Description: This work shall consist of furnishing, placing and compacting a stabilized construction entrance at the locations shown on the plans and in accordance with the detail shown on the Plans.

General: Prior to placing the stabilized material, the subgrade shall be prepared in accordance with the applicable portions of Section 301 of the Standard Specifications. 3" course aggregate shall be placed in 6" lifts and compacted in accordance with the applicable portions of Section 351 of the Standard Specifications.

Basis of Payment: This work will be paid for at the Contract unit price per cubic yard for **STABILIZED CONSTRUCTION ENTRANCE**, which price shall be payment in full for all work specified herein.

*** SPECIAL PROVISION ***

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

Description: This work shall consist of the complete removal of existing hot-mix asphalt pavement surfaces at the locations as shown on the Plans and as directed by the Engineer. All work shall be in accordance with Section 440 of the Standard Specifications.

The Contractor shall be responsible for verifying the existing hot-mix asphalt surface thickness at the street locations scheduled for removal.

This work shall also include any saw cutting at the limits of the milling, and any hand methods needed to remove the existing hot-mix asphalt surface at areas that are not accessible to machine milling.

Method of Measurement: This work will be measured in place and computed in square yards. There will be no quantity differentiation made for actual differences in existing hot-mix asphalt surface thicknesses.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

EARTH EXCAVATION

Description: This work shall consist of the excavation and complete removal and disposal of the existing stone and soil materials to the lines and grades as shown on the Plans for the construction of the permeable paver parking lots, concrete sidewalk, concrete driveway and combination concrete curb and gutter. All work shall be performed in accordance with Section 202 of the "Standard Specifications for Road and Bridge Construction".

Method of Measurement: The Plan Summary of Quantities shows an estimated total "EARTH EXCAVATION" quantity for the three (3) proposed parking lot locations. The Contractor will be paid for the quantity as shown on the Plans for the work required to excavate and grade the parking lots to the lines and grades as shown of the Plans. This work will not be measured in place at the time of construction. No additional payment or deduction will be made based on Plan quantity and actual field quantity difference. If the Engineer directs the Contractor to undercut unstable material, the Contractor will be paid at the Contract unit price per cubic yard, for "ABBREGATE SUBGRADE IMPROVEMENT (ASI)" as measured in place.

Basis of Payment: This work will be paid for at the Contract unit price per cubic yard for **EARTH EXCAVATION**, which price shall be payment in full for all work as specified herein, and in accordance with the applicable portions of the Standard Specifications.

*** SPECIAL PROVISION ***

PROOF ROLLING

Description: This work shall consist of the Contractor furnishing various labor and equipment necessary to proof roll the existing subgrade in order to assist the Engineer in determining the performance of the existing subgrade and the extent of undercutting that might be necessary.

At a minimum, the Contractor will be required to furnish a fully-loaded dump truck having a gross weight of not less than 60,000 lbs., a driver, and supervisory personnel to accompany the Engineer and/or representatives of the Owner to walk the entire length of the project, up and back, for a complete visual evaluation. At the time of the proof roll, the Engineer will mark various sections for undercutting. Any subgrade areas that are pumping shall be removed as directed and paid for under the items of "ABBREGATE SUBGRADE IMPROVEMENT (ASI)". No pavements will be allowed to be built without being proof rolled and approved by the Engineer and the Owner's representative.

Basis of Payment: This work will not be paid for separately, but shall be considered incidental to the Contract. The Contractor shall furnish these services for as long as required by the Engineer to evaluate the entire limits of the project.

*** SPECIAL PROVISION ***

AGGREGATE SUBGRADE IMPROVEMENT

Description: This work shall be constructed in accordance with the Aggregate Subgrade Improvement (BDE) Specification, and as modified herein.

General: This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the Plans or as directed by the Engineer. Also included in this item is all earth excavation required for removal of the unsuitable material and other soil to be displaced by the Aggregate Subgrade Improvement (ASI).

The top of the undercut area shall be capped with a three-inch (3") of aggregate having a gradation of CA-6. Any aggregate placed for granular subbase that becomes incorporated into the ASI layer shall be paid for as **"AGGREGATE SUBGRADE IMPROVEMENT."**

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the Porous Granular Embankment Subgrade.

Full depth subgrade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1-foot longitudinal per 1-inch depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the Contract. **Included in this pay item shall also be all earth excavation necessary for the removal and disposal of unsuitable material which the ASI shall replace.**

Basis of Payment: This work shall be paid for at the Contract unit price per cubic yard for **"AGGREGATE SUBGRADE IMPROVEMENT"**, which price shall include all work as described herein.

*** SPECIAL PROVISION ***

FILTER FABRIC

Description: This item shall be constructed in accordance with Section 282 of the Standard Specifications, except as modified herein. The filter fabric shall be a non-woven geotextile of polypropylene fibers and meet the requirements of Mirafi 140N or an approved equal.

Method of Measurement: This installed filter fabric will be measured in feet and area computed in square yards. Measurements will include both horizontal and vertical surface lengths of installed filter fabric. No measurement will be made for fabric overlap.

Basis of Payment: This work shall be paid for at the Contract unit price per square yard for **FILTER FABRIC**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

SUBBASE AGGREGATE, ASTM NO. 2, 13"

Description: This work shall consist of furnishing and placing courses of aggregate on a prepared subgrade for the construction of the proposed Green Infrastructure parking lot pavement section as indicated on the Plans and as directed by the Engineer.

Materials: The materials used shall be washed crushed limestone conforming with ASTM No. 2.

Construction: All materials used shall be transported to the site and shall be placed, spread, finished, and compacted to the lines and grades established by the Engineer.

Basis of Payment: This work shall be paid for at the Contract unit price per square yard for **SUBBASE AGGREGATE, ASTM NO. 2, 13"** which price will be payment in full for furnishing and installing the materials as required herein.

*** SPECIAL PROVISION ***

BASE AGGREGATE, ASTM NO. 57, 3-3/8"

Description: This work shall consist of furnishing and placing courses of aggregate on a prepared subgrade for the construction of the proposed green infrastructure parking lot pavement section as indicated on the Plans and as directed by the Engineer.

Materials: The materials used shall be washed crushed limestone conforming with ASTM No. 57.

Construction: All materials used shall be transported to the site and shall be placed, spread, finished, and compacted to the lines and grades established by the Engineer.

Basis of Payment: This work shall be paid for at the Contract unit price per square yard for **BASE AGGREGATE, ASTM NO. 57, 3-3/8"** which price will be payment in full for furnishing and installing the materials as required herein.

*** SPECIAL PROVISION ***

HEAVY DUTY PERMEABLE PAVERS

HEAVY DUTY PERMEABLE PAVERS - PAVEMENT MARKINGS

Scope of Work

This work shall include furnishing and installing an approved heavy-duty permeable paver and on a permeable setting bed. The contractor shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of the heavy-duty permeable paver in accordance with the line, grades, design and dimensions shown on the Contract Drawings and as specified herein.

Submittal

The contractor shall submit to the engineer all manufacturer's performance research results and calculations in support of the proposed heavy-duty permeable paver block system. The contractor shall furnish to the Engineer all manufacturer's specifications, literature, and layout drawings for the proposed heavy-duty permeable paver block system.

Preconstruction Meeting

A preconstruction meeting shall occur with the representative(s) from the design team, the general contractor, the installation contractor and the manufacturer's representative.

Products

The proposed heavy-duty (AASHTO HS-20 approved) permeable paver shall be manufactured by:

Unilock - Field Paver

Product: Eco-Optilock

Finish: Standard

Color: Sierra or stocked color selected by the Owner

Size/Configuration: Herringbone

Unilock – Parking Stalls:

Product: Eco-Priora

Finish: Standard

Color: Natural or stocked contrasting color selected by the Owner

Size/Configuration: 5" x 10"

Unilock – Infill

Clear Coarse Aggregate CA-16

Unilock

Please contact Justin Roney (Unilock Chicago Territory Manager) at 630/423-1615 with any questions.

Other Heavy-Duty Permeable Paver Manufactures

Submit specifications to the Engineer for bidding approval.

*** SPECIAL PROVISION ***

HEAVY DUTY PERMEABLE PAVERS

HEAVY DUTY PERMEABLE PAVERS - PAVEMENT MARKINGS, Cont'd.

Installation:

The heavy-duty permeable paver block installation shall meet all manufacturers installation specifications as approved by the Engineer and modified herein.

MWRD Paver Installation Requirement: Spread the bedding aggregate evenly over the base course and screed to a nominal 1 ½ in. to 2 in. (28 mm to 51 mm) thickness. The bedding aggregate should not be disturbed. Place sufficient bedding aggregate to stay ahead of the laid pavers. Do not use the bedding aggregate to fill depressions in the base surface. Pavers shall be free of foreign material before installation. Compaction of pavers and joint material will occur after the joint material has been placed. Units cut no smaller than one-third of a whole paver will be accepted along edges subject to vehicular traffic. Pavers to be placed along the edge shall be cut with a masonry saw. The edges abutting conventional concrete are not unrestrained and should be fully compacted all the way to the edge. Upon completion of cutting, the area must be swept clean of all debris to facilitate inspection and to ensure pavers are not damaged during compaction. Low amplitude, high frequency plate compactor shall be used to compact the pavers. Use of a urethane plate compactor pad is recommended to minimize any scuffing of the paving stone surface. The pavers shall be compacted and the bedding aggregates shall be swept into all joints and void openings until they are full. This will require at least three passes with the compactor. Do not compact within 3 ft. (1 m) of the unrestrained edges of the paving units. All work to within 3 ft. (1 m) of the laying face must be left fully compacted at the completion of each day."

Parking Lot Pavement Markings, Pavers

This work shall include furnishing the specified paver block for parking lot markings and all aggregate, and all labor to install the specified paver block to create and delineate the parking lot pavement markings as shown on the plans or as directed by the Engineer.

Inspection

Immediately prior to placing the heavy-duty permeable paver system the prepared area shall be inspected by the Engineer, and or by the manufacturer's representative. No paver blocks shall be placed thereon until that area has been approved by one of these parties. Any broken or damaged permeable paver blocks shall be removed and replaced as directed by the Engineer at the Contractor's expense.

Basis of Payment: This work will be paid for at the Contract unit price per square foot for **HEAVY DUTY PERMEABLE PAVERS** and shall also include furnishing and placing 1-1/2" setting bed aggregate. This price shall be payment in full for all work specified. No deduction will be made for removed paver blocks for the proposed installation of pavement marking paver blocks.

Basis of Payment: This work will be paid for at the Contract unit price per square foot for **HEAVY DUTY PERMEABLE PAVERS - PAVEMENT MARKINGS** and shall include furnishing and installing the specified paver block for the parking lot pavement markings and placing 1-1/2" setting bed aggregate. This price shall be payment in full for all work specified.

*** SPECIAL PROVISION ***

SIDEWALK REMOVAL
P.C. CONCRETE SIDEWALK, 5"

Description: The work under these items shall be done in accordance with applicable portions of Sections 440 and 424 of the "Standard Specifications for Road and Bridge Construction" and modified as described herein.

It is the intent of this Contract to remove and replace various sections of public sidewalk at various locations at the Village Commons Campus. All sidewalk will be marked by the Engineer or Village personnel and paid for under the respective items in the Contract.

All concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA Requirements, as outlined elsewhere in these Specifications. **This must be complied with.** Failure to provide test, and inspect concrete material, will result in testing procedures after materials are in place, which costs will be backcharged against the Contractor.

Materials: All concrete materials to be used for sidewalk construction shall be Class "SI", conforming to Section 1020 of the Standard Specifications.

Construction: In removing existing sidewalks, the Contractor shall saw cut the joint between the portion of the sidewalk to be removed and that portion to be left in place with a concrete sawing machine in such a manner that a straight joint will be secured, and the surface of the sidewalk to be left in place will not chip or spall when the concrete is broken out. Any damage done to adjacent squares of sidewalk intended to remain in place shall be corrected by the removal and replacement of the entire square of sidewalk, entirely at the Contractor's expense. All squares of sidewalk shall be 5' x 5', except where the sidewalk meets existing curb lines. The depth of all saw cuts shall be "full depth".

Wherever sidewalk is to be removed and replaced under this Contract, the Contractor shall exercise due care not to damage existing lawn areas. All parkways shall either be properly protected from equipment running across, or plywood sheets or similar-type devices shall be placed to prevent rutting and other damage. Failure on the part of the Contractor to protect these areas will result in the restoration to a condition equal to, or better than, that which existed prior to construction completely at the Contractor's expense.

All materials for sidewalks to be constructed under this item shall be placed in forms firmly held in place, struck off to proper grade, floated, trowled, jointed, edged and finished in accordance with the Standard Specifications. Main line sidewalks shall be jointed every five feet (5'), with 3/4" expansion joints placed every fifty feet (50'). 3/4" expansion joints shall be placed where the sidewalk abuts the curb as appropriate.

SIDEWALK REMOVAL
P.C. CONCRETE SIDEWALK, 5", Cont'd.

For handicap ramps, sidewalk removal will consist of saw cutting, removal of sidewalk, and excavation to the new subgrade elevation to attain proper slope on ramps and thickness of sidewalk. A detail of the construction of handicap ramps is included in these Special Provisions. Sidewalk replacement for handicap ramps will be paid for per square foot under the item of P.C. CONCRETE SIDEWALK, 5" and DETECTABLE WARNINGS. No additional compensation will be allowed for additional excavation required.

The Village reserves the right to add or delete various sections of sidewalk at their discretion. Payment will be made on an "As-Built" basis, and not necessarily based on the amount included in the Bidding Schedule.

All sidewalk shall be cured by the membrane curing method as described in Article 1020.13a(4), except concrete poured after October 15th shall receive a protective coat as described elsewhere in these Specifications. Two (2) coats of membrane curing are required.

Wherever work is done under this project, barricades **with low intensity flashing lights** shall be placed to protect pedestrian traffic. Barricade lights shall be Type "A" in accordance with Section 1106.02 of the Standard Specifications.

The Contractor will be responsible for the protection from damage or vandalism, of all sidewalk so constructed under this project through the time of the concrete setting up and curing. Any damaged squares shall be replaced as required by the Owner and at no cost to the Owner.

Basis of Payment: This work will be paid for at the Contract unit price per square foot for **SIDEWALK REMOVAL** and **P.C. CONCRETE SIDEWALK, 5"**, which price shall be payment in full for all work as specified herein.

*** SPECIAL PROVISION ***

DETECTABLE WARNINGS

Description: This work shall consist of furnishing all labor, equipment and materials required to install a 2' x 4' detectable warning tile at sidewalk ramp locations as shown on the Plans or as directed by the Engineer. All work shall be in accordance with applicable articles in Section 424 of the Standard Specifications.

Detectable Warning System: The proposed detectable warnings shall be "Armor-Tile Tactile Systems" cast-in-place tiles, manufactured by one of the following manufacturers:

1. Engineered Plastics, Inc.
300 International Drive, Suite 100
Williamsville, NY 14221
800-682-2525 (Toll Free)
630-684-7574 (Local)
2. Tuftile, Inc.
1200 Flex Court
Lake Zurich, IL 60047
847-307-3091
3. Access Products, Inc.
241 Main Street, Suite 100
Buffalo, NY 14203
888-679-4022 (Toll Free)
4. ADA Solutions
P.O. Box 3
North Billerica, MA 01862
888-407-4492 (Toll Free)

The equipment and procedures used to install this product shall be in accordance with the manufacturer's specifications.

Method of Measurement: The detectable warning area will be measured in place, in feet, and computed in square feet. Measurement for Portland Cement Concrete Sidewalk will also be made and paid for separately under the P.C. CONCRETE SIDEWALK, 5" pay item.

Basis of Payment: This work shall be paid for at the Contract unit price per square foot for **DETECTABLE WARNINGS**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

DRIVEWAY PAVEMENT REMOVAL
P.C. CONCRETE DRIVEWAY PAVEMENT, 7"

Description: This work shall consist of the satisfactory removal and replacement of various concrete driveways, which are directed to be removed by the Engineer or as indicated on the Plans. All driveways so scheduled for removal shall be saw cut as directed prior to removal. All materials so removed shall be properly disposed of. All work shall be done in accordance with Sections 423 and 440 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

Materials: All concrete to be used for driveway construction shall be Class "PV".

Construction: At any locations where curbs require backfilling in order to construct concrete driveways, backfilling shall be accomplished by using Coarse Aggregate, Grade CA-6, and will be paid for under the respective item in the Contract. All materials so placed shall be thoroughly compacted prior to placing concrete.

Basis of Payment: This work will be paid for at the Contract unit prices per square yard for **DRIVEWAY PAVEMENT REMOVAL**, and **P.C. CONCRETE DRIVEWAY PAVEMENT, 7"**, for all work as specified.

*** SPECIAL PROVISION ***

COMBINATION CONCRETE CURB AND GUTTER REMOVAL

Description: This work shall consist of the removal and satisfactory disposal of existing combination curb and gutter in accordance with Section 440 of the Standard Specifications, except as modified herein.

Curb and gutter will be removed at locations as shown on the Plans, in the Specifications, or as directed by the Engineer. The Contractor will be required to exercise extreme care to prevent damage to the existing base during the removal process. Similarly, care must be exercised when removal of curb and gutter is adjacent to any drainage structures or other utility structures. Any structures damaged during removal shall be reconstructed at the Contractor's expense, to the satisfaction of the Engineer. All curb and gutter shall be saw cut full depth at the limits of removal, which shall be incidental. At utility repair locations, where the existing pavement is intended to be left in place, the Contractor will be responsible to remove the existing curb and gutter without damaging the existing pavement base or surface.

This item shall also include earth excavation when excavation is required for the installation of the two-inch (2") bedding under the proposed curb and gutter. No extra compensation will be allowed for this work.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **COMBINATION CONCRETE CURB AND GUTTER REMOVAL**, which shall be payment in full for all work as specified herein and in accordance with the Standard Specifications.

*** SPECIAL PROVISION ***

COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12, REVERSE PITCH

Description: This work shall consist of constructing combination concrete curb and gutter of the type specified, in accordance with applicable portions of Section 606 of the Standard Specifications, except as modified herein.

Materials: All concrete materials shall conform to Section 606 and 1020 of the Standard Specifications and shall be Class "SI" concrete, except as modified herein.

The Contractor shall also provide premolded expansion joints to be installed in the curb forms at one-hundred fifty-foot (150') intervals, and at all drainage structures or points of curvature in the curb line. The joints shall be equipped with two (2) smooth dowel bars, one inch (1") in diameter, complete with caps, greased, and in place for expansion purposes. In addition, the Contractor shall install two (2) No. 5 reinforcing bars in the curb and gutter at the location of each frame grate falling in the curb limits. Bars shall extend five feet (5') in each direction and will not go through expansion joints.

Construction: All finishing will be in accordance with applicable portions of the Standard Specifications or as required by the Engineer. During the placing and finishing operations, the Contractor shall install contraction joints in between all expansion joints or at approximately twenty-five-foot (25') intervals. At the Contractor's option, joints may be sawed, but must be cut no later than twenty-four (24) hours after the pour. Backboard forms, gutter board forms, and face board forms will be required, with the face boards firmly held in place while the curb is being poured. Gutter boards will not be required at the utility patch location where the existing pavement is intended to be left in place.

The minimum gutter flag thickness on all types of curb and gutter poured on this Contract shall be nine and one-half inches (9-½").

All curb and gutter shall be constructed on a two-inch (2") minimum bed of granular material, compacted in place.

The Contractor shall install two (2) No. 6 epoxy-coated tie bars in the ends of existing curb and gutter to tie the new curb to the existing curb and gutter. The No. 6 tie bar shall be eighteen inches (18") in length, with nine inches (9") being installed into the existing concrete. The tie bars shall have a minimum pull-out capacity of 7,500 pounds. The furnishing and installing of tie bars shall be included in the cost of the Contract. No additional compensation will be allowed.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12, REVERSE PITCH**, which price shall be payment in full for all work as specified and in accordance with the applicable portions of the Standard Specifications, including the two-inch (2") granular bedding, and tie bars.

SPECIAL PROVISION

LONGITUDINAL CURB EXPANSION JOINT

Description: It is the intention of these Plans and Specifications to provide expansion materials at all locations where concrete sidewalks and driveways must be constructed adjacent to curb and gutter, concrete pavements, concrete walls, and other rigid type improvements.

Materials: The expansion materials to be used shall conform with Article 1051.03 of the "Standard Specifications" for "Bituminous Preformed Joint Filler". All expansion joints shall be the full thickness of the sidewalk or driveway pavement they abut and shall be three-quarter inch (3/4") in thickness.

Installation: Expansion materials shall be placed at all the locations as required by this provision whether shown on the Plans or not, and at all locations as may be required by the Engineer.

Basis of Payment: This work WILL NOT be paid for separately but shall be merged in the unit price for the respective items of construction, and no additional compensation will be allowed.

*** SPECIAL PROVISION ***

COMPACTION OF BACKFILL

Material used to backfill curbs, walks, and drives shall be compacted to ninety-five percent (95%) in a manner approved by the Engineer.

SPOIL MATERIAL LEFT OVERNIGHT

All excess spoil material from excavation or trenching, or removal of existing improvements, shall be hauled away at the end of each workday. Any material left overnight will be subject to removal by City forces, the cost of which will be backcharged to the Contractor.

REMOVAL OF CONCRETE FORMS

Immediately after removal, all concrete forms shall be stripped of nails and either reused that day or trucked away. All nails shall be picked up and none shall be left lying on the site.

*** SPECIAL PROVISION ***

PAVEMENT REPLACEMENT - SURFACE COURSE, 3"

Description: This work shall consist of the removal and replacement of the existing hot-mix asphalt binder and surface courses of existing driveways and parkway pavements, as directed by the Engineer, and in accordance with the applicable portions of Sections 406 and 440 of the "Standard Specifications".

Materials: All materials used shall conform in all respects to the requirements as set forth in the Standard Specifications for Hot-Mix Asphalt Surface Course.

Construction: All sections that are marked for removal shall be sawed with a concrete saw prior to the removal operations. Materials removed shall be properly disposed of off site to the satisfaction of the Engineer.

The Contractor will be required to replace the removed portions with three inches (3") of hot-mix asphalt materials irrespective of the thickness that was removed. Before the hot-mix asphalt materials are replaced, the existing base shall be prepared and compacted as required; and, the sawed edges of the existing pavement shall be hand primed with approved materials.

The hot-mix asphalt shall be replaced in two (2) separate lifts of materials. The first and second layer shall be Hot-Mix Asphalt Surface Course, Mixture D, N50, and shall be one-and-one-half inches (1½") in thickness. Hot-Mix Asphalt Surface Course, Mixture D, N50 mixture designs shall be as specified in the Hot-Mix Asphalt Design Chart shown on the Plans. The final layer shall be placed with sufficient care to insure an even, level surface, free from depressions, and providing a smooth riding surface, and conforming to the approximate cross-section of the existing pavement.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **PAVEMENT REPLACEMENT - SURFACE COURSE, 3"**, which price shall be payment in full for all work as specified herein.

*** SPECIAL PROVISION ***

WEIGHING BITUMINOUS MIXTURES

Description: Bituminous mixtures incorporated into this project, which are paid for by weight or by square yard, shall be weighed by one of the following methods:

- 1) Truck scales, surge bin scales, or surge bin hopper scales that are equipped with an automatic printer.
- 2) Bituminous mixtures produced by a batch-type mixing plant may be measured by either weighing the mixtures on approved platform scales equipped with automatic printers or on the basis of batch weights when surge or storage bins are not used.

Belt scales are not acceptable for determining pay weights. The automatic printer shall be an integral part of the scale equipment or the scale and printer shall be directly connected, so that manual entry of weights is prohibited, except as described in Number 1 below.

- 1) If the platform scale equipment measures gross weight, the printer will record the gross weight as a minimum. Tare and net weights will be shown on weight tickets and may be printed automatically or entered manually.
- 2) If the scale equipment on a platform scale zeros out the truck tare automatically, the printer must record the net weight as a minimum.
- 3) If the scale equipment on a surge bin weigh hopper zeros automatically after discharging each batch, the printer must record the net weight as a minimum.
- 4) If the scale equipment on surge bins automatically shuts down the feed system and weighs the amount in the silo before and after discharge, the printer must record the net weight as a minimum.

The automatic printer shall produce a weight ticket in triplicate. Weights shall be shown in pounds or to the nearest one hundredth ton.

The Contractor shall provide the Engineer with copies of the current Department of Agriculture scale certification upon request.

Any tickets for bituminous mixtures delivered to this project, which do not meet the above requirement, will not be accepted for payment, unless written permission is obtained from the Engineer.

SPECIAL PROVISION

PRECAST STRUCTURES - MANHOLES, CATCH BASINS, INLETS, AND/OR VALVE VAULTS

The Contractor is hereby advised that whenever a manhole, catch basin, inlet, valve vault, or any other underground utility structure is specified on the Plans or Specifications, the materials that will be furnished and installed shall consist of precast reinforced concrete sections. These units of construction shall be installed in accordance with the applicable portions of the Standard Specifications and paid for under the respective items in the Contract. The use of concrete block or brick materials in the construction of various structures in the field will not be acceptable.

In addition, precast reinforced concrete adjusting rings shall be used to set all cast iron frames and lids to the grades as specified on the Plans. Adjustment rings shall be set in full mortar beds. The maximum amount of adjusting rings that shall be used on any structures shall not exceed eight inches (8"). If additional adjustment is required, it shall be done with an additional full diameter section added below the cone or top section of the structure.

*** SPECIAL PROVISION ***

INLETS, TYPE A, TYPE 1 FRAME, OPEN LID
CATCH BASINS, 2' DIA., TYPE C, TYPE 1 FRAME, OPEN LID

Description: This work shall consist of constructing various inlets and catch basins at the locations indicated on the Plans or directed by the Engineer, including any and all connections to each respective structure, various concrete adjusting rings, and a frame and lid as specified. All work shall otherwise be in accordance with Section 602 of the "Standard Specifications for Road and Bridge Construction".

Materials: All structures furnished, constructed, and paid for under this item shall be made of precast reinforced concrete sections in accordance with the details shown on the Plans or required by the Standard Specifications. Inlets and catch basins shall be equipped with a Type 1 frame and open lid.

Construction: All structures shall be built to the lines and grades as specified on the Contract Plans. After each unit is complete, the frame and lid shall be set to the grade specified with precast concrete adjusting rings. No more than eight inches (8") of adjusting rings will be allowed to set the rim to the desired elevation on catch basins or inlets.

Basis of Payment: This work will be paid for at the Contract unit price for each for **INLETS, TYPE A, TYPE 1 FRAME, OPEN LID** and **CATCH BASINS, 2' DIA., TYPE C, TYPE 1 FRAME, OPEN LID**, which price shall be payment in full for constructing each unit as specified.

*** SPECIAL PROVISION ***

CONNECTION TO EXISTING STRUCTURE

Description: This work shall consist of making a direct connection of a proposed four-inch (4") diameter PVC underdrain pipe to an existing catch basin inlet or manhole, to the line and grade as shown on the Plans. The existing drainage structure is to be cored or sawed to minimize the size of the hole needed to make the proposed connection. The proposed four-inch (4") diameter PVC underdrain pipe, at the connection point, should be cut in a manner to match the inside structure diameter so that this connecting underdrain pipe does not unnecessarily protrude into the existing drainage structure. The circumference of the four-inch (4") diameter PVC underdrain pipe, at the connection point, shall be bricked and mortared in place.

Basis of Payment: This work shall be paid for at the Contract unit price per each for **CONNECTIN TO EXISTING STRUCTURE**, of the size indicated on the "Bidding Schedule", which price shall be payment in full for all work as specified.

***SPECIAL PROVISION ***

UNDERDRAIN PIPE, PVC SDR 26, 4"
STORM SEWER PIPE, PVC SDR 26, 4"
STORM SEWER PIPE, PVC SDR 26, 8"

Description: This work shall consist of constructing storm sewer underdrains of the size and type specified including any and all fittings in accordance with the lines and grades shown on the plans. All work shall be in accordance with Section 550 and 600 of the "Standard Specifications for Road and Bridge Construction".

Materials: Materials to be used in this work shall be Polyvinyl Chloride (PVC) sewer. Pipe and fitting materials shall conform to all the requirements of ASTM D-3034. Joints shall be push-on type, meeting the requirements of ASTM-D-3212. Wall thickness of the integral bell is maintained at the same dimension ratio as that of the pipe barrel, including the gasket recess and entry section. The pipe used on this project shall have a dimension ratio (DR) of 26 with gaskets meeting the requirements of ASTM F-477. The underdrain pipe shall be manufactured with bottom side perforations and shall be encased in a filter fabric envelope. The storm sewer pipe shall be solid.

Installation: All storm sewer underdrains shall be constructed in accordance with the requirements of Section 550 and 600 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **UNDERDRAIN PIPE, PVC SDR 26, 4", STORM SEWER PIPE, PVC SDR 26, 4" and STORM SEWER PIPE, PVC SDR 26, 8"**, which price shall be payment in full for all work specified.

SPECIAL PROVISION

CLEAN-OUT, PVC SDR 26, 4"

Description: This work shall include furnishing and installing clean-out on the proposed underdrain pipe at locations as shown on the plans and as detailed on the plans. All work and materials shall meet the requirements of the Standard Specifications. The cleanout shall be a "heavy duty" type suitable for location in pavement areas. The contractor shall furnish a catalog cut for approval by the engineer before installation.

Basis of Payment: This work will be paid for at the contract unit price per each for **CLEAN-OUT, PVC SDR 26, 4"**, which price shall be payment in full for all work as specified.

SPECIAL PROVISION

OBSERVATION WELLS

Description: This work shall consist of furnishing and installing observation wells at the location shown on the Plans and as detailed on the Plans.

Basis of Payment: This work will be paid for at the Contract unit price per each for **OBSERVATION WELLS**, which price shall include all work as specified.

*** SPECIAL PROVISION ***

ADA PARKING SIGN AND POST

Description: This work shall consist of furnishing, fabricating and/or installing handicap parking signs and posts at the locations shown on the Plans, in accordance with the details shown on the Plans and the applicable portions of Sections 720 and 729 of the "Standard Specifications".

Materials: Sign panels and supporting hardware shall conform to the requirements for "Sign Panel, Type 1" in Section 720 of the "Standard Specifications". Metal posts shall conform to the requirements of "Metal Posts, Type A" in Section 729 and Article 1006.29 of the "Standard Specifications". The steel metal posts shall be painted with a weather resistant, rust inhibitive, high quality, enamel in a color selected by the Owner which shall produce a hard mar resistant coating, free from paint cracks, blisters or other defects.

Basis of Payment: This work will be paid for at the Contract unit price per each for **ADA PARKING SIGN AND POST**, which price shall be payment in full for all work specified herein, and in accordance with the details shown on the Plans.

*** SPECIAL PROVISION ***

TOPSOIL FURNISH AND PLACE, 4"

Description: This work shall consist of the installation of topsoil at the locations indicated on the Plans, or as directed by the Engineer in accordance with the Standard Specifications, except as modified herein. It is the intention of these Specifications to restore all areas disturbed during the course of construction with topsoil and sod as required.

Materials: All topsoil to be used for restoration of this improvement shall be obtained from outside the limits of the right-of-way, transported to the job site, and placed at the required locations to the depth of four inches (4"), or as designated by the Engineer. The topsoil furnished shall be pulverized and shall be free of clay and lumps for ease of placement and proper finished appearance. Materials furnished shall meet with the requirements of Article 1081.05 of the Standard Specifications.

Installation: Prior to furnishing new topsoil for restoration, the Contractor shall excavate for the placement of topsoil over the required area to a depth as directed by the Engineer. Excavation for the placement of topsoil, where necessary, shall be included in the Contract unit price for "EARTH EXCAVATION" as applicable. If the Contractor elects to excavate in excess of the area so directed, or cuts deeper than the amount provided, the excess amount of topsoil required to properly fill the area will not be measured for payment, and the additional expense shall be borne entirely by the Contractor.

The topsoil shall be placed in a neat and workmanlike manner to a finished grade, which blends neatly with established areas and meets the grade of the proposed improvement. The finished surface shall be leveled with all depressions filled and shall be placed to a density in accordance with standard practice for proper landscaping technique. The Contractor shall insure that the final and resultant product of the grading and restoration procedure shall have a neat and professional looking appearance that is acceptable to the Owner and the Engineer. If, for any reason, the grading does not meet with their approval, it shall be cause for rejection of work, and the Contractor will be required to correct the appearance of the project to an acceptable nature prior to placement of sod.

The Contractor shall retain the services of a professional landscaping Contractor to insure proper compliance with these Specifications.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **TOPSOIL FURNISH AND PLACE, 4"**, which price shall include the furnishing, transporting, placing, and grading of topsoil materials over the areas so directed. Seeding to be completed in conjunction with restoration and topsoil, will be paid for under separate items of the Contract.

SPECIAL PROVISION

CONCRETE WASHOUT AREA

Description: This work shall consist of furnishing and properly maintaining a concrete washout area at the location shown on the plans and in accordance with the detail shown on the plans. The proposed location shall be approved by the owner.

Standards and Specifications: Temporary concrete washouts should be designed with sufficient quantity and volume to contain all liquid and concrete waste. Plastic lining material should be a minimum of 30 mil. polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.

Operation And Maintenance Procedures: The Contractor will be required to inspect the concrete washout area at least once per week, or within a reasonable time period (not to exceed 48 hours) of a rainfall event which causes stormwater runoff to occur on-site. The Contractor should remove and dispose of hardened concrete and return the facility to a functional condition. Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.

Site Conditions For Removal: When temporary concrete washout facilities are no longer required for the work, the hardened concrete should be removed and disposed of. Materials used to construct temporary concrete washout facilities should be removed from the site and disposed of. Holes, depressions or other ground disturbance caused by the removal of the washout should be backfilled and repaired.

Basis of Payment: This work will be paid for at the Contract unit price per each for **CONCRETE WASHOUT AREA** area, which price shall include all labor, materials, equipment and cost necessary to perform the work and meet the requirements specified herein.

SPECIAL PROVISION

TRAFFIC CONTROL AND PROTECTION

General: The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, and guiding traffic through the area of construction. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Sections 701, 702 and 1084 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.

Wherever work is done under this project, barricades **with low intensity flashing lights** shall be placed to protect vehicular and pedestrian traffic. Barricade lights shall be in accordance with Section 1084.01 of the Standard Specifications.

Basis of Payment: All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately, unless an item is so provided in the "Bidding Schedule". If an item is provided, payment will be made on the basis of the bid line item or on a pro-rata basis if bid as a lump sum.

*** SPECIAL PROVISION ***

MOBILIZATION

Description: This work shall consist of all preparatory work and operations necessary to remobilize in the Spring of 2024 to complete the Borse Park (south) location. This shall include the movement of personnel, equipment, supplies, and incidentals to the site for a second time.

Basis of Payment: This work will be paid for at the contract unit price per lump sum for **MOBILIZATION**, which price shall be payment in full for all work specified.

*** SPECIAL PROVISION ***

UNCONTAMINATED SOIL CERTIFICATION

The *Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil Fill in a CCDD or Uncontaminated Soil Fill Operation, Form LPC-663* or *Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation, Form LPC-662* follows this page. All costs for the preparation of these forms, to certify that the soil is uncontaminated and is within acceptable pH ranges, has been paid for by the Village of Willowbrook. (see following pages)

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

June 6, 2023

Mr. John Fitzgerald, P.E.
Novotny Engineering, Inc.
545 Plainfield Road, Ste. A
Willowbrook, IL 60527

RE: Infiltration Tests and LPC Form Preparation
for the Proposed Permeable Pavement for
Midway Park, Willowbrook, IL
SEECO Job No. 13239G

Dear Mr. Fitzgerald,

The scope of work for SEECO Consultants, Inc. for this project was to perform infiltration testing and CCDD sampling, testing and LPC-663 form preparation at Midway Park in Willowbrook, Illinois. This letter report includes the subgrade soils encountered, infiltrometer testing, environmental testing, and LPC 663 form preparation.

This report was prepared at the request of Mr. John Fitzgerald, P.E., of Novotny Engineering, Inc. through a Proposal and Contract dated March 8, 2023 which was authorized by Mr. John Fitzgerald on March 9, 2023 and a copy returned to SEECO Consultants, Inc.

Field Infiltrometer Tests

On May 1, 2023, a field engineer from SEECO Consultants, Inc. conducted a double ring infiltrometer test, I-1, at the location shown on the **Location Plan** in the **Appendix** of this report since the ground was then not frozen or too wet to conduct the infiltration tests.

The infiltrometer test (I-1) was performed in sandy clay fill soil encountered in the grass park (See **Double Ring Infiltration Test Results** attached in the **Appendix** of this letter report for infiltrometer test information). The purpose of the infiltrometer test is to compute the infiltration rate for the use of Best Management Practices (BMP) of the Urban Stormwater Best Management Practices for stormwater detention design. The approximate location of the infiltration test is given on the **Infiltration Test Location Plan** along with a more detailed test location description given on

Double Ring Infiltration Test Results attached in the **Appendix** of this report. A Double Ring Infiltrometer test was carried out at the test location (I-1), in accordance with ASTM D 3385-18. Water depth readings were taken at 15 to 30 minute intervals until a constant infiltration rate generally was achieved. For the double ring infiltration test, the rate of drop based on inner ring is used to determine the infiltration rate of the subsoil. The infiltration test was run for approximately 3 hours. The data from the test was reduced and analyzed as the infiltration rate of the subgrade soil. Based on the head drop for the given time interval, the minimum infiltration rates at infiltrometer test location I-1 was found to be 2.8 in./hr.

The long-term infiltration rate at this infiltration test location I-1 is summarized in the **Table No. 1: Summary of Infiltrometer Test Results** below. Based on the field observations during the infiltration test, the soils encountered in infiltration test location for test I-1 generally consisted of brown and gray sandy clay fill.

The result of the infiltrometer tests are attached in the **Appendix** of this report.

Table No. 1: Summary of Infiltrometer Test Results

Infiltrometer Test Location	Depth of Infiltration Test Below Existing Ground Surface (Inches)	Long Term Infiltration Rate Based On Infiltrometer Test (Inch./hour)	Type Of Soils At Bottom Of Test Hole
I-1	12.0	2.8	Brown and Gray Sandy Clay Fill

Environmental Laboratory Soil Testing Program for CCDD Disposal

A geoenvironmental engineer from SEECO Consultants, Inc. environmentally screened the soil samples using photoionization detector (PID) readings in the SEECO Consultants geotech laboratory utilizing a Mini RAE 3000 PID 11.8 (eV) lamp in conjunction with visual and olfactory observations to determine the presence of petroleum contamination in the subsurface soils. The OVM PID readings of the soil samples obtained for this exploration are given in the Boring Logs and are all 0.0 PPM. The visual and olfactory observations indicate no petroleum odors and/or staining were present in the soil samples taken. Based on the PID readings and visual and olfactory observations, it is determined that the soil samples are not contaminated at the location of the sampling of May 1, 2023.

The Illinois Pollution Control Board has requirements for Clean Construction or Demolition Debris (CCDD) fill operations according to 35 Illinois Administrative Code 1100 Subpart F. The criteria prohibits landfill from accepting clean construction debris and fill with a pH below 6.25 or above 9.0 regardless of applicable Maximum Allowable Concentrations (MACs) in the CCDD regulations of the various chemical compounds. One (1) subgrade soil sample was selected from the infiltration test area and sent to First Environmental Laboratories, Inc. located in Naperville, Illinois to perform pH testing.

In addition, a representative sample, MD-1, from 2.0' depth was selected for environmental chemical testing in order to determine if the environmental chemical constituents are above the 'Maximum Allowable Concentrations of Chemical Constituents In Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (35 Ill. Adm. Code 1100 Subpart F) and sent to First Environmental Laboratories, Inc. located in Naperville, Illinois to perform VOCs, SVOCs, Total Iron and Total 8 RCRA metals testing.

The results of the environmental chemical tests are included with the applicable completed **IEPA LPC-663** form since the environmental laboratory analysis met MAC requirements of the IEPA CCDD regulations. Said completed form is in the Appendix of this report.

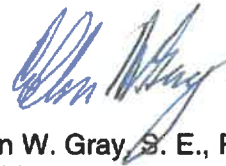
Screening of soil samples at the job site is no guarantee that landfill facility will accept/not reject materials since this report is prepared strictly on the basis of soil samples obtained from the soil borings only and it is not possible to determine if the site is entirely clean of contaminants per current IEPA CCDD standards. Environmental chemical analysis may be required if the soils at the time of excavation are found to be contaminated.

We believe that this information is satisfactory for your present requirements. If you have any questions regarding this letter, please call the undersigned at your convenience.

Sincerely yours,



Donald C. Cassier
Director of Field Services



Collin W. Gray, S. E., P.E.
President

DCC: arm

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APPENDIX

- 1. INFILTRATION TEST LOCATION PLAN**
- 2. GENERAL NOTES**
- 3. INFILTROMETER TEST DATA**
- 4. COMPLETED LPC-663 FORM**

APPENDIX 1

Midway Park Willowbrook, IL

Infiltration Test and Sampling Location

Legend

Midway Dr

MD-1/I-1

Google Earth

200 ft



APPENDIX 2

SEECO Consultants Inc.


7350 DUVAN DRIVE
TINLEY PARK, ILLINOIS 60477

GENERAL NOTES**DRILLING AND SAMPLING SYMBOLS**

SS	SPLIT SPOON	1-3/8" I.D. x 2" O.D. (EXCEPT WHERE NOTED)
2T	THINWALL TUBE SAMPLER	2" O.D. x 1-7/8" I.D.
3T	THINWALL TUBE SAMPLER	3" O.D. x 2-7/8" I.D.
3P	PISTON SAMPLER	3" O.D. THINWALL TUBE
FA	CONTINUOUS FLIGHT AUGER	4" O.D.
HS	HOLLOW STEM AUGER	6-3/4" O.D. x 3-1/4" I.D.
HA	HAND AUGER	
RB	ROLLER ROCK BIT	
FT	FISHTAIL BIT	
DB	DIAMOND BIT	
AX	ROCK CORE	1-3/16" DIAMETER
BX	ROCK CORE	1-5/8" DIAMETER
NX	ROCK CORE	2-1/8" DIAMETER
AS	AUGER SAMPLE	
WS	WASH SAMPLE	
CA	COMBINED ANALYSIS	
SA	SIEVE ANALYSIS	

Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a two inch O.D. split spoon, except where noted.

WATER LEVEL MEASUREMENT SYMBOLS

	WATER LEVEL OBSERVATION	WD	WHILE DRILLING
WCI	WET CAVE-IN	BCR	BEFORE CASING REMOVAL
DCI	DRY CAVE-IN	ACR	AFTER CASING REMOVAL
WS	WHILE SAMPLING	AB	AFTER BORING

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. In pervious soils, the indicated elevations are considered reliable groundwater levels. In impervious soils, the accurate determination of groundwater elevations are not possible in even several days observation, and additional evidence on groundwater elevations must be sought.

SOIL IDENTIFICATION TERMINOLOGY**COHESIONLESS SOILS**

<u>COMPONENT</u>	<u>SIZE RANGE</u>	<u>DESCRIPTIVE TERM</u>	<u>PERCENT OF WEIGHT</u>
BOULDERS	OVER 8"	TRACE	0 - 10
COBBLES	8" TO 3"	LITTLE	10 - 20
GRAVEL	3" TO #4 SIEVE (4.75 mm)	SOME	20 - 35
SAND	#4 TO #200 SIEVE (0.074 mm)	AND	35 - 50
SILT	PASSING #200 SIEVE (0.074 mm)		

SOIL IDENTIFICATION TERMINOLOGY (Cont'd)

COHESIVE SOILS

<u>DESCRIPTIVE TERM</u>	<u>PLASTICITY INDEX</u>
CLAYEY SILT OR ORGANIC CLAYEY SILT	4 - 7
SILTY CLAY OR ORGANIC SILTY CLAY	8 - 30
CLAY OR ORGANIC CLAY	> 30

INTERMEDIATE SOILS

<u>DESCRIPTIVE TERM</u>	<u>PLASTICITY INDEX</u>
SILT	0 - 3

Unconfined compression tests are generally not applicable for intermediate soils.

CONSISTENCY OF COHESIVE SOILS

RELATIVE DENSITY OF GRANULAR SOILS

1-3/8" I.D. x 2" O.D. with 140 pound hammer falling 30"

UNCONFINED COMP.
STRENGTH, Q_u , TSF

CONSISTENCY

N - BLOWS/FT.

RELATIVE DENSITY

<0.25	VERY SOFT	0 - 3	VERY LOOSE
0.25 - 0.49	SOFT	4 - 9	LOOSE
0.50 - 1.00	MEDIUM	10 - 29	MEDIUM DENSE
1.01 - 1.99	STIFF	30 - 49	DENSE
2.00 - 3.99	VERY STIFF	50 - 80	VERY DENSE
4.00 - 8.00	HARD	>80	EXTREMELY DENSE
>8.00	VERY HARD		

CONSISTENCY OF COHESIVE SOILS

N - BLOWS/FT.

RELATIVE DENSITY

0 - 2	VERY SOFT
2 - 4	SOFT
4 - 8	MEDIUM
8 - 15	STIFF
15 - 30	VERY STIFF
>30	HARD

APPENDIX 3

SEECO CONSULTANTS, INC.

Job No: 13239G

DATA FORM FOR INFILTRATION TEST WITH TEST DATA

Project:	Midway Park	Constants	Area (cm ²)	Depth of Lq.	Liq. Cont.	No.	Vol.
Test Location:	I-1	Inner Ring:	729.7				
Tested By:	GG, PG & JC	Anlr. Space:	2189				
Liquid Used:	Water	Penetration of rings:	Inner: 2 in.	Outer: 2 in.			
Depth to water table:	Dry	pH:		Ground Tempr:			
Approximate Elevation at Test Level:	1' b.e.l.						

No.	Start or End	Date Yr.	Time Hr.	Elpd Time Min.	Flow Readings				Liq. Temp. °C	Inner Infil. Rate		Remarks
					In. Rg. cm	Ring Flow cm ²	Anlr. Rg. cm	Space Flow cm ²		Inr. cm/h	Anlr. cm/h	
1	S	5/1/2023	9:13		3.18	2,320	3.65	7,990		12.7	14.6	Test Bottom at 1 foot b.e.l. on Brown, Gray, Trace Black Sandy Clay Fill (CL)
	E		9:28	15								
2	S		9:28		3.18	2,320	2.69	5,888		12.7	10.8	
	E		9:43	30								
3	S		9:43		3.02	2,204	2.22	4,860		12.1	8.9	
	E		9:58	45								
4	S		10:03		2.69	1,963	2.22	4,860		10.8	8.9	
	E		10:18	60								
5	S		10:18		2.38	1,737	1.59	3,481		9.5	6.4	
	E		10:33	75								
6	S		10:33		2.70	1,970	1.91	4,181		10.8	7.6	
	E		10:48	90								
7	S		10:48		2.54	1,853	1.91	4,181		10.2	7.6	I-1 is in the grassy area located approximately 50 feet south of the south edge of pavement of Midway Drive and 40 feet West of the west edge of the Borse Park bituminous entrance drive as shown in the Location Plan
	E		11:03	105								
8	S		11:03		2.54	1,853	1.91	4,181		10.2	7.6	
	E		11:18	120								
9	S		11:18		2.54	1,853	1.59	3,481		10.2	6.4	
	E		11:33	135								
10	S		11:33		1.75	1,277	1.91	4,181		7.0	7.6	
	E		11:48	150								
11	S		11:48		2.22	1,620	2.06	4,509		8.9	8.2	
	E		12:03	165								

last hour	9.1 cm	7.5 cm
	3.6 in	2.9 in
	3.6 in/hr	2.9 in/hr

APPENDIX 4



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification
by Licensed Professional Engineer or Licensed Professional Geologist
for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Midway Park Improvements

Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

209 Midway Drive

City: Willowbrook State: IL Zip Code: 60527

County: DuPage Township: Downers Grove

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.74786 Longitude: - 87.94932

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Willowbrook

Street Address: 835 Midway Drive

PO Box: _____

City: Willowbrook State: IL

Zip Code: 60527 Phone: (630) 920-2238

Contact: AJ Passero

Email, if available: _____

Site Operator

Name: Village of Willowbrook

Street Address: 835 Midway Drive

PO Box: _____

City: Willowbrook State: IL

Zip Code: 60527 Phone: (630) 920-2238

Contact: AJ Passero

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Midway Park Improvements

Latitude: 41.74786

Longitude: - 87.94932

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

One sample (MD-1) was obtained at a depth of 2' and was selected for analytical testing. Materials certified herewith as CCDD material must be free of rebar, rubble, deleterious materials, petroleum odors, garbage, etc. and any said materials must be segregated from CCDD materials and disposed of in other legal means.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

SEECO screened for volatile organics using a Photo Ionization Detector which indicates the presence of volatile organics in parts per million (ppm). No readings indicated the presence of volatile organics associated with contamination at the locations tested. Laboratory analysis were within the MAC range set forth by the IEPA and soil pH range is acceptable (results attached).

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist


I, Garrett Gray, PE (name of licensed professional engineer or geologist)

certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: SEECO Environmental Services, Inc.
Street Address: 7350 Duvar Drive
City: Tinley Park State: IL Zip Code: 60477
Phone: 708-429-1685

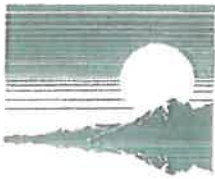
Garrett Gray, PE
Printed Name:


Licensed Professional Engineer or
Licensed Professional Geologist Signature:

May 18, 2023

Date:





**First
Environmental
Laboratories, Inc.**

IL ELAP / NELAC Certification # 100292

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April 07, 2023

Mr. Don Cassier
SEECO ENVIRONMENTAL SERVICES
7350 Duvan Drive
Tinley Park, IL 60477

Project ID: 13239
First Environmental File ID: 23-2469
Date Received: March 30, 2023

Dear Mr. Don Cassier:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922023-10: effective 03/07/2023 through 02/28/2024.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Neal Cleghorn
Project Manager



Case Narrative

SEECO ENVIRONMENTAL SERVICES

Lab File ID: **23-2469**

Project ID: **13239**

Date Received: **March 30, 2023**

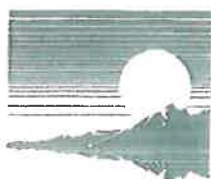
All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected	
23-2469-001	MD-1 2'	03/24/23	14:00

Sample Batch Comments:

Method 5035 vials for soil VOCs were not received. Samples preserved in lab.



Case Narrative

SEECO ENVIRONMENTAL SERVICES

Lab File ID: **23-2469**

Project ID: **13239**

Date Received: **March 30, 2023**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



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Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES

Project ID: 13239

Sample ID: MD-1 2'

Sample No: 23-2469-001

Date Collected: 03/24/23

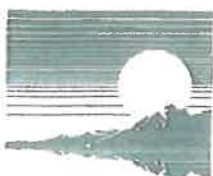
Time Collected: 14:00

Date Received: 03/30/23

Date Reported: 04/07/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total				
Method: 2540G 2011				
Analysis Date: 04/03/23				
Total Solids	79.75		%	
Volatile Organic Compounds				
Method: 5035A/8260B				
Analysis Date: 04/04/23				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 13239
Sample ID: MD-1 2'
Sample No: 23-2469-001

Date Collected: 03/24/23
Time Collected: 14:00
Date Received: 03/30/23
Date Reported: 04/07/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds				
Method: 5035A/8260B				
Analysis Date: 04/04/23				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Semi-Volatile Compounds				
Method: 8270C				
Preparation Method 3540C				
Preparation Date: 04/04/23				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzidine	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Benzoic acid	< 330	330	ug/kg	
Benzyl alcohol	< 330	330	ug/kg	
bis(2-Chloroethoxy)methane	< 330	330	ug/kg	
bis(2-Chloroethyl)ether	< 330	330	ug/kg	
bis(2-Chloroisopropyl)ether	< 330	330	ug/kg	
bis(2-Ethylhexyl)phthalate	< 330	330	ug/kg	
4-Bromophenyl phenyl ether	< 330	330	ug/kg	
Butyl benzyl phthalate	< 330	330	ug/kg	
Carbazole	< 330	330	ug/kg	
4-Chloroaniline	< 330	330	ug/kg	
4-Chloro-3-methylphenol	< 330	330	ug/kg	
2-Chloronaphthalene	< 330	330	ug/kg	
2-Chlorophenol	< 330	330	ug/kg	
4-Chlorophenyl phenyl ether	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Dibenzofuran	< 330	330	ug/kg	
1,2-Dichlorobenzene	< 330	330	ug/kg	
1,3-Dichlorobenzene	< 330	330	ug/kg	
1,4-Dichlorobenzene	< 330	330	ug/kg	
3,3'-Dichlorobenzidine	< 660	660	ug/kg	
2,4-Dichlorophenol	< 330	330	ug/kg	



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Analytical Report

Client: SEEEO ENVIRONMENTAL SERVICES

Project ID: 13239

Sample ID: MD-1 2'

Sample No: 23-2469-001

Date Collected: 03/24/23

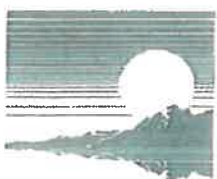
Time Collected: 14:00

Date Received: 03/30/23

Date Reported: 04/07/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds		Preparation Method 3540C		
Analysis Date: 04/06/23		Preparation Date: 04/04/23		
Diethyl phthalate	< 330	330	ug/kg	
2,4-Dimethylphenol	< 330	330	ug/kg	
Dimethyl phthalate	< 330	330	ug/kg	
Di-n-butyl phthalate	< 330	330	ug/kg	
4,6-Dinitro-2-methylphenol	< 1,600	1600	ug/kg	
2,4-Dinitrophenol	< 1,600	1600	ug/kg	
2,4-Dinitrotoluene	< 250	250	ug/kg	
2,6-Dinitrotoluene	< 260	260	ug/kg	
Di-n-octylphthalate	< 330	330	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Hexachlorobenzene	< 330	330	ug/kg	
Hexachlorobutadiene	< 330	330	ug/kg	
Hexachlorocyclopentadiene	< 330	330	ug/kg	
Hexachloroethane	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Isophorone	< 330	330	ug/kg	
2-Methylnaphthalene	< 330	330	ug/kg	
2-Methylphenol	< 330	330	ug/kg	
3 & 4-Methylphenol	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
2-Nitroaniline	< 1,600	1600	ug/kg	
3-Nitroaniline	< 1,600	1600	ug/kg	
4-Nitroaniline	< 1,600	1600	ug/kg	
Nitrobenzene	< 260	260	ug/kg	
2-Nitrophenol	< 1,600	1600	ug/kg	
4-Nitrophenol	< 1,600	1600	ug/kg	
n-Nitrosodi-n-propylamine	< 90	90	ug/kg	
n-Nitrosodimethylamine	< 330	330	ug/kg	
n-Nitrosodiphenylamine	< 330	330	ug/kg	
Pentachlorophenol	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Phenol	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Pyridine	< 330	330	ug/kg	
1,2,4-Trichlorobenzene	< 330	330	ug/kg	
2,4,5-Trichlorophenol	< 330	330	ug/kg	



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Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES

Project ID: 13239

Sample ID: MD-1 2'

Sample No: 23-2469-001

Date Collected: 03/24/23

Time Collected: 14:00

Date Received: 03/30/23

Date Reported: 04/07/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds	Method: 8270C	Preparation Method 3540C		
Analysis Date: 04/06/23		Preparation Date: 04/04/23		
2,4,6-Trichlorophenol	< 330	330	ug/kg	
Total Metals	Method: 6010C	Preparation Method 3050B		
Analysis Date: 04/06/23		Preparation Date: 04/05/23		
Arsenic	11.0	1.0	mg/kg	
Barium	92.4	0.5	mg/kg	
Cadmium	2.2	0.5	mg/kg	
Chromium	20.9	0.5	mg/kg	
Lead	43.6	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury	Method: 7471B			
Analysis Date: 04/05/23				
Mercury	< 0.05	0.05	mg/kg	
Cyanide, Total	Method: 9010B/9014			
Analysis Date: 04/04/23				
Cyanide, Total	< 0.10	0.10	mg/kg	

Page of Pages

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Naperville, IL 60563
Phone: (630) 778-1200 * Fax (630) 778-1233
E-Mail: firstname@firstenv.com
EPA Accredited #100292
www.firstenv.com**

Sampled By:

PDF c-Mail:

*Matrix Code Key: DW drinking water GW-groundwater WW-wastewater
S-soil SL-sludge WIPE-wipe WIPE-wipe O-other

Date/Time:

Date/Time: 3/30/23 19:05



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (I) is uncontaminated soil and (II) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Borse Park Improvements Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

208 Midway Drive

City: Willowbrook State: IL Zip Code: 60527

County: DuPage Township: Downers Grove

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.7519 Longitude: - 87.94856

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy):

Approximate End Date (mm/dd/yyyy):

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Willowbrook

Street Address: 835 Midway Drive

PO Box: _____

City: Willowbrook State: IL

Zip Code: 60527 Phone: (630) 920-2238

Contact: AJ Passero

Email, if available: _____

Site Operator

Name: Village of Willowbrook

Street Address: 835 Midway Drive

PO Box: _____

City: Willowbrook State: IL

Zip Code: 60527 Phone: (630) 920-2238

Contact: AJ Passero

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Borse Park Improvements

Latitude: 41.7519

Longitude: - 87.94856

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

One sample (E-1) was obtained at a depth of 2' and was selected for analytical testing. Materials certified herewith as CCDD material must be free of rebar, rubble, deleterious materials, petroleum odors, garbage, etc. and any said materials must be segregated from CCDD materials and disposed of in other legal means.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

SEECO screened for volatile organics using a Photo Ionization Detector which indicates the presence of volatile organics in parts per million (ppm). No readings indicated the presence of volatile organics associated with contamination at the locations tested. Laboratory analysis were within the MAC range set forth by the IEPA and soil pH range is acceptable (results attached).

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Garrett Gray, PE (name of licensed professional engineer or geologist)

certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: SEECO Environmental Services, Inc.

Street Address: 7350 Duvan Drive

City: Tinley Park State: IL Zip Code: 60477

Phone: 708-429-1685

Garrett Gray, PE

Printed Name:


Licensed Professional Engineer or
Licensed Professional Geologist Signature:

May 18, 2023

Date:

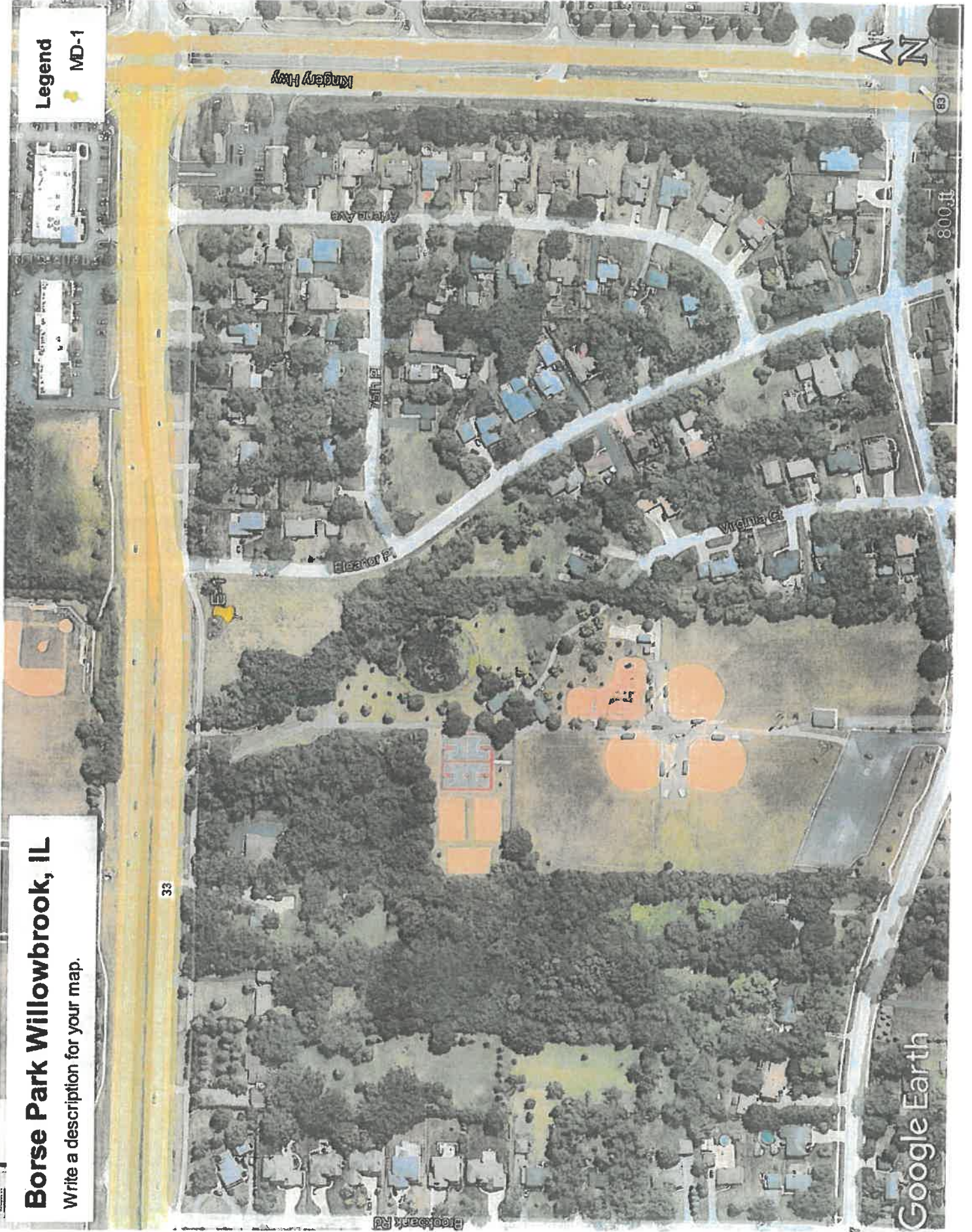


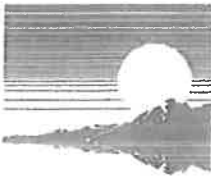
Borse Park Willowbrook, IL

Write a description for your map.

Legend

MD-1





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April 07, 2023

Mr. Don Cassier
SEECO ENVIRONMENTAL SERVICES
7350 Duvan Drive
Tinley Park, IL 60477

Project ID: 13235
First Environmental File ID: 23-2467
Date Received: March 30, 2023

Dear Mr. Don Cassier:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

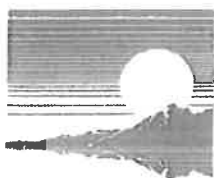
All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922023-10: effective 03/07/2023 through 02/28/2024.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Neal Cleghorn
Project Manager



Case Narrative

SEECO ENVIRONMENTAL SERVICES

Lab File ID: **23-2467**

Project ID: **13235**

Date Received: **March 30, 2023**

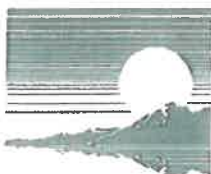
All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
23-2467-001	E-1 2'	03/30/23 10:05

Sample Batch Comments:

Method 5035 vials for soil VOCs were not received. Samples preserved in lab.



Case Narrative

SEECO ENVIRONMENTAL SERVICES

Lab File ID: **23-2467**

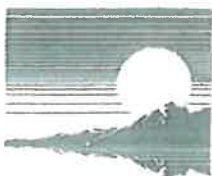
Project ID: **13235**

Date Received: **March 30, 2023**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



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Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 13235
Sample ID: E-1 2'
Sample No: 23-2467-001

Date Collected: 03/30/23
Time Collected: 10:05
Date Received: 03/30/23
Date Reported: 04/07/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total Method: 2540G 2011				
Analysis Date: 04/03/23				
Total Solids	78.96		%	
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 04/04/23				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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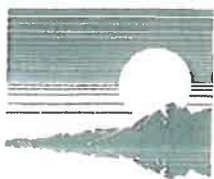
Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES
Project ID: 13235
Sample ID: E-1 2'
Sample No: 23-2467-001

Date Collected: 03/30/23
Time Collected: 10:05
Date Received: 03/30/23
Date Reported: 04/07/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 04/04/23				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Semi-Volatile Compounds		Method: 8270C	Preparation Method 3540C	
Analysis Date: 04/06/23			Preparation Date: 04/04/23	
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzidine	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	295	90	ug/kg	
Benzo(b)fluoranthene	377	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Benzoic acid	< 330	330	ug/kg	
Benzyl alcohol	< 330	330	ug/kg	
bis(2-Chloroethoxy)methane	< 330	330	ug/kg	
bis(2-Chloroethyl)ether	< 330	330	ug/kg	
bis(2-Chloroisopropyl)ether	< 330	330	ug/kg	
bis(2-Ethylhexyl)phthalate	< 330	330	ug/kg	
4-Bromophenyl phenyl ether	< 330	330	ug/kg	
Butyl benzyl phthalate	< 330	330	ug/kg	
Carbazole	< 330	330	ug/kg	
4-Chloroaniline	< 330	330	ug/kg	
4-Chloro-3-methylphenol	< 330	330	ug/kg	
2-Chloronaphthalene	< 330	330	ug/kg	
2-Chlorophenol	< 330	330	ug/kg	
4-Chlorophenyl phenyl ether	< 330	330	ug/kg	
Chrysene	346	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Dibenzofuran	< 330	330	ug/kg	
1,2-Dichlorobenzene	< 330	330	ug/kg	
1,3-Dichlorobenzene	< 330	330	ug/kg	
1,4-Dichlorobenzene	< 330	330	ug/kg	
3,3'-Dichlorobenzidine	< 660	660	ug/kg	
2,4-Dichlorophenol	< 330	330	ug/kg	



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Analytical Report

Client: SEECO ENVIRONMENTAL SERVICES

Project ID: 13235

Sample ID: E-1 2'

Sample No: 23-2467-001

Date Collected: 03/30/23

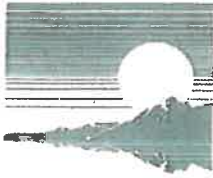
Time Collected: 10:05

Date Received: 03/30/23

Date Reported: 04/07/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds	Method: 8270C	Preparation Method 3540C		
Analysis Date: 04/06/23		Preparation Date: 04/04/23		
Diethyl phthalate	< 330	330	ug/kg	
2,4-Dimethylphenol	< 330	330	ug/kg	
Dimethyl phthalate	< 330	330	ug/kg	
Di-n-butyl phthalate	< 330	330	ug/kg	
4,6-Dinitro-2-methylphenol	< 1,600	1600	ug/kg	
2,4-Dinitrophenol	< 1,600	1600	ug/kg	
2,4-Dinitrotoluene	< 250	250	ug/kg	
2,6-Dinitrotoluene	< 260	260	ug/kg	
Di-n-octylphthalate	< 330	330	ug/kg	
Fluoranthene	838	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Hexachlorobenzene	< 330	330	ug/kg	
Hexachlorobutadiene	< 330	330	ug/kg	
Hexachlorocyclopentadiene	< 330	330	ug/kg	
Hexachloroethane	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Isophorone	< 330	330	ug/kg	
2-Methylnaphthalene	< 330	330	ug/kg	
2-Methylphenol	< 330	330	ug/kg	
3 & 4-Methylphenol	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
2-Nitroaniline	< 1,600	1600	ug/kg	
3-Nitroaniline	< 1,600	1600	ug/kg	
4-Nitroaniline	< 1,600	1600	ug/kg	
Nitrobenzene	< 260	260	ug/kg	
2-Nitrophenol	< 1,600	1600	ug/kg	
4-Nitrophenol	< 1,600	1600	ug/kg	
n-Nitrosodi-n-propylamine	< 90	90	ug/kg	
n-Nitrosodimethylamine	< 330	330	ug/kg	
n-Nitrosodiphenylamine	< 330	330	ug/kg	
Pentachlorophenol	< 330	330	ug/kg	
Phenanthrene	474	330	ug/kg	
Phenol	< 330	330	ug/kg	
Pyrene	520	330	ug/kg	
Pyridine	< 330	330	ug/kg	
1,2,4-Trichlorobenzene	< 330	330	ug/kg	
2,4,5-Trichlorophenol	< 330	330	ug/kg	



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Analytical Report

Client: SEEEO ENVIRONMENTAL SERVICES
Project ID: 13235
Sample ID: E-1 2'
Sample No: 23-2467-001

Date Collected: 03/30/23
Time Collected: 10:05
Date Received: 03/30/23
Date Reported: 04/07/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds	Method: 8270C	Preparation Method 3540C		
Analysis Date: 04/06/23		Preparation Date: 04/04/23		
2,4,6-Trichlorophenol	< 330	330	ug/kg	
Total Metals	Method: 6010C	Preparation Method 3050B		
Analysis Date: 04/06/23		Preparation Date: 04/05/23		
Arsenic	5.9	1.0	mg/kg	
Barium	81.7	0.5	mg/kg	
Cadmium	1.6	0.5	mg/kg	
Chromium	20.1	0.5	mg/kg	
Lead	54.5	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury	Method: 7471B			
Analysis Date: 04/04/23				
Mercury	0.08	0.05	mg/kg	
Cyanide, Total	Method: 9010B/9014			
Analysis Date: 04/04/23				
Cyanide, Total	< 0.10	0.10	mg/kg	



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Page of Page

Sampled By:

FOR LARISE ONLY:

Cooler Temperature. 0.1°C Yes ☒ No ☐ 7 °C

FOR LAB COURIER USE ONLY:
Sample Refrigerated: Yes ☐
Refrigerator Temperature: _____

Sample Refrigerated: Yes No
Refrigerator Temperature: °C

Program: ☐ TACO/SRP ☒ CCDD ☐ NPDES ☐ IIST ☐ SDWA

*Matrix Code Key: DW-drinking water GW-groundwater WW-wastewater
S-soil SL-sludge WPE-wipe O-other

Relinquished By:

Relinquished By

Rev 10/19

Date/Time:

321

Received By:

12/10/1911

Dorothea

Sept 13

1

100

Date/Time:

2015

141. 27

RETURN WITH BID

PROPOSAL	Owner: VILLAGE OF WILLOWBROOK
	Township: DOWNERS GROVE
	County: DuPAGE
	Project No. 23138

1. **PROPOSAL OF:** Hoppy's Landscaping Inc.

15041 New Avenue, Lockport, IL 60441

(Name and Address of Bidder)

and consists of the construction three (3) permeable paver parking lots at Midway Park located at 209 Midway Drive, Willowbrook, Illinois and Borse Park located at 208 Midway Drive, Willowbrook, Illinois the proposed improvements include, HMA surface removal; earth excavation; underdrain system; installation; storm sewer and structure installation; aggregate base course and subbase installation; heavy-duty permeable paver and heavy-duty permeable paver pavement markings installation; curb & gutter removal & replacement; sidewalk removal & replacement; drainage structure adjustments; and topsoil & seed restoration.

2. The Specifications for the proposed improvement are those prepared by **Novotny Engineering, 545 Plainfield Road, Suite A, Willowbrook, IL 60527**, and which Specifications are designated as:

BORSE & MIDWAY PARKS - PERMEABLE PAVER INSTALLATION

3. The general requirements and covenants that will govern over this project are those prepared by the Illinois Department of Transportation and included in the "Standard Specifications for Road and Bridge Construction", adopted and in effect on the date of invitation for Bids.

4. The undersigned agrees to complete all work by **June 1, 2024**, unless additional time is granted in accordance with the Specifications.

5. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the Treasurer of the **Village of Willowbrook**. The amount of the Bid Security is:

Five percent of bid amount.

(In Writing)

(5%).

(In Figures)

Addendum #1

PROPOSAL, Cont'd.

6. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
12. The undersigned firm certifies that it is in compliance with all "CONTRACTOR'S CERTIFICATIONS" included herein in this document and acknowledges that he/she executed the following certifications as his/her free act and deed.
13. The undersigned submits herewith his "Schedule of Prices", **on the forms included in this section**, covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that, if not so done, his Proposal may be rejected as irregular.

RETURN WITH BID

PROPOSAL, Cont'd.

(For complete information covering these items, see Plans and Specifications)

SCHEDULE OF PRICES				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Tree Protection	4 EACH	\$250.00	\$1,000.00
2	Inlet Filters	8 EACH	175.00	1,400.00
3	Perimeter Erosion Barrier	1,255 FOOT	3.00	3,765.00
4	Stabilized Construction Entrance	160 CU YD	40.00	6,400.00
5	Hot-Mix Asphalt Surface Removal, Variable Depth	3,765 SQ YD	6.30	23,719.50
6	Earth Excavation	3,790 CU YD	38.60	146,294.00
7	Aggregate Subgrade Improvement	300 CU YD	78.50	23,550.00
8	Filter Fabric	8,880 SQ YD	2.25	19,980.00
9	Aggregate Base Course, Type B, 4"	175 TON	36.00	6,300.00
10	Subbase Aggregate, ASTM No. 2, 13"	8,205 SQ YD	24.00	196,920.00
11	Base Aggregate, ASTM No. 57, 3-3/8"	8,205 SQ YD	9.50	77,947.50
12	Heavy Duty Permeable Pavers	73,850 SQ FT	7.00	516,950.00
13	Heavy Duty Permeable Pavers - Pavement Markings	1,770 SQ FT	15.50	27,435.00
14	Sidewalk Removal	345 SQ FT	5.00	1,725.00
15	P. C Concrete Sidewalk, 5"	4,430 SQ FT	8.80	38,984.00
16	Detectable Warnings	130 SQ FT	46.50	6,045.00
17	P. C Concrete Driveway Pavement, 7"	280 SQ YD	99.50	27,860.00
18	Combination Curb and Gutter Removal	1,125 FOOT	7.00	7,875.00
19	Combination Concrete Curb and Gutter, Type B-6.12, Reverse Pitch	3,195 FOOT	38.50	123,007.50
20	Pavement Replacement - Surface Course, 3"	35 SQ YD	125.00	4,375.00
21	Inlets, Type A, Type 1 Frame, Open Lid	2 EACH	1,750.00	3,500.00
22	Catch Basins, 2' Dia., Type C, Type 1 Frame, Open Lid	2 EACH	2,250.00	4,500.00
23	Catch Basins to be Adjusted	2 EACH	500.00	1,000.00
TOTAL				\$1,270,532.50

RETURN WITH BID

PROPOSAL, Cont'd.

(For complete information covering these items, see Plans and Specifications)

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	SUB-TOTAL BROUGHT FORWARD.....			\$1,270,532.50
24	Connection to Existing Structure, 4"	4 EACH	\$500.00	\$2,000.00
25	Underdrain Pipe, PVC SDR 26, 4"	480 FOOT	25.50	12,240.00
26	Storm Sewer Pipe, PVC SDR26, 4"	30 FOOT	25.50	765.00
27	Storm Sewer Pipe, PVC SDR26, 8"	250 FOOT	47.00	11,750.00
28	Clean-Out, PVC SDR 26, 4"	4 EACH	750.00	3,000.00
29	Observation Wells	6 EACH	1,000.00	6,000.00
30	ADA Parking Sign and Post	9 EACH	1,500.00	13,500.00
31	Topsoil Furnish and Place, 4"	1750 SQ YD	6.50	11,375.00
32	Seeding, Class 1	0.35 ACRE	4,840.00	1,694.00
33	Erosion Control Blanket	1750 SQ YD	4.50	7,875.00
34	Concrete Washout Area	2 EACH	855.00	1,710.00
35	Mobilization	1 L SUM	15,000.00	15,000.00
36	Traffic Control and Protection	1 L SUM	5,500.00	5,500.00
37	Insurance Provisions - Complete	1 L SUM	6,500.00	6,500.00
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$1,369,441.50

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: BORSE & MIDWAY PARKS –
PERMEABLE PAVER INSTALLATION
PROJECT NO.: 23138

RETURN WITH BID

CONTRACTOR'S CERTIFICATIONS

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

CERTIFICATE OF UNDERSTANDING REGARDING HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS:

As President/Principal/Partner of the below designated Company, I have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same. That if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the **Village of Willowbrook**, the Engineer, Novotny Engineering, and any and all other entities so named in said "Insurance Requirements" section. All expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements. If said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject project.

CONTRACTOR'S BID RIGGING CERTIFICATION: As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) as part of his/its bid on this Contract, the Contractor hereby certifies that they are not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION: As required under 65 ILCS 5/11-42.1-1, the Contractor certifies that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION: The Contractor, having submitted a bid/proposal for this project to the Owner, hereby certifies that they have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

CONTRACTOR'S CERTIFICATIONS, Cont'd.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION: Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by publishing a statement: 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace; 2) Specifying the actions that will be taken against employees for violations of such prohibition; and 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will: (a) abide by the terms of the statement; and (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Establishing a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace; 2) the grantee's or Contractor's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance program; and 4) the penalties that may be imposed upon employees for drug violations. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction. 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. 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. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section. Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION: Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **Owner** as follows: The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

(check one)

- ☒ The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.
- ☐ The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

Phone Number _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Phone Number _____

Insert Names and Addresses
of All Partners: _____

(If a corporation)

Corporate Name **Hoppy's Landscaping, Inc.**

Signed By _____
Gary Henry, President

Business Address **15041 New Avenue**
Lockport, IL 60441

Phone Number **630-257-2431**

Federal Tax ID # **36-370-8639**

DUNS #: _____

Insert Names of Officers:

President **Gary Henry**

Secretary **Mark Labno**

Treasurer _____

Attest: _____

Mark Labno, Secretary

(S E A L)

C O N T R A C T

THIS AGREEMENT, made and concluded this _____ day of _____, 2023, between the **Village of Willowbrook**, acting by and through the Mayor and Board of Trustees, known as the party of the first part, and **Hoppy's Landscaping, Inc.**, his/their executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH THAT, for and in consideration of the payment and Agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Specifications hereinafter described, and in full compliance with all of the terms of this Agreement and the requirements of the Engineer under it.

AND it is also understood and agreed that the "Notice to Contractors", Special Provisions, Proposal, and Contract Bond, hereto attached, and the Plans, as prepared by Frank Novotny & Associates, Inc., dba Novotny Engineering, and designated as:

BORSE & MIDWAY PARKS - PERMEABLE PAVER INSTALLATION

are all essential documents of this Contract and are a part hereof.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Party of the First Part:

ATTEST:

The **Village of Willowbrook**

Deborah A. Hahn, Clerk

(S E A L)

By: _____
Frank A. Trilla, Mayor

Party of the Second Part:

Hoppy's Landscaping, Inc.

(Corporate Name)

Mark Labno, Secretary

(S E A L)

By: _____
Gary Henry, President

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **Hoppy's Landscaping, Inc.**, a Corporation organized under the laws of the State of _____, and licensed to do business in the State of Illinois as Principal, and _____, a Corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, certify that we are rated by A.M. Best to be "A-" or better, and are held and firmly bound unto the Village of Willowbrook, DuPage County, State of Illinois, in the penal sum of **One Million Three Hundred Sixty-Nine Thousand Four Hundred Forty-One and 50/100 Dollars (\$1,369,441.50)** lawful money of the United States, well and truly to be paid unto said Village of Willowbrook, for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written Contract with the Village of Willowbrook for the construction of the work for:

BORSE & MIDWAY PARKS - PERMEABLE PAVER INSTALLATION

which Contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said Contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to said Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or Corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this Bond shall inure to the benefit of any person, firm, company, or Corporation to whom any money may be due from the Principal, Subcontractor, or otherwise for any such labor, materials, apparatus, fixtures, or machinery so furnished, and that suit may be maintained on such Bond by any person, firm, company, or Corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said Contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to him for the purposes of constructing such work, and shall commence and complete the work within the time prescribed in said Contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the said work shall have been accepted, and shall hold the Owner and the Engineer harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this shall be null and void; otherwise, to remain in full force and effect.

AND the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this Bond, and it does herein waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of _____, 2023.

ATTEST:

Corporate

Name Hoppy's Landscaping, Inc.

Mark Labno, Secretary
(S E A L)

By Gary Henry, President

Surety _____
(Attorney-In-Fact)

Address _____

STATE OF ILLINOIS
COUNTY OF _____ } SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Gary Henry** and **Mark Labno**, to me personally known to be the President and Secretary, respectively, of **Hoppy's Landscaping, Inc.**, a Corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said Corporation for the uses and purposes therein set forth, and that they are duly authorized to execute the same by the Board of Directors of said Corporation.

Given under my hand and Notarial Seal this _____ day of _____, 2023.

(Notary Public)

STATE OF ILLINOIS
COUNTY OF _____ } SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ (Attorney In Fact) who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney In Fact for _____ (Surety Company) appeared before me this day in person and acknowledged that he executed the foregoing instrument under authority given him as the free and voluntary act of said Surety, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2023.

(Notary Public)

Approved this _____ day of _____ A.D., 2023.

VILLAGE OF WILLOWBROOK
(Owner)

ATTEST:

By _____
Frank A. Trilla, Mayor

Deborah A. Hahn, Clerk
(MUNICIPAL SEAL)



Village of WILLOWBROOK

Village Administrator's Office

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7. SUBJECT: MIDWAY PARK IMPROVEMENT PROJECT	DATE: August 14, 2023
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STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
Andrew Passero, Public Works Foreman
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff is requesting approval to award the following contracts:

7.a. Landworks – Construction & installation

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT TO LANDWORKS, LTD. FOR SELECT PORTIONS OF THE MIDWAY PARK IMPROVEMENTS PROJECT

7.b. Rags Electric – Electrical installation

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST PROPOSAL AND AWARDING A CONTRACT TO RAG'S ELECTRIC, INC. FOR THE ELECTRICAL INSTALLATION AT THE MIDWAY PARK IMPROVEMENTS PROJECT

7.c. Dynamic Resources – Fitness court equipment installation

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT TO DYNAMIC RESOURCES, INC. FOR THE INSTALLATION OF FITNESS COURT EQUIPMENT AT MIDWAY PARK

7.d. Falco's Landscaping – Tree supply and planting

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT TO FALCOS LANDSCAPING, INC. FOR THE PROVISION AND INSTALLATION OF TREES FOR THE MIDWAY PARK IMPROVEMENTS PROJECT

7.e. Fox Town Plumbing – Plumbing installation

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST PROPOSAL AND AWARDING A CONTRACT TO FOX TOWN PLUMBING, INC. FOR THE PLUMBING INSTALLATION AT THE MIDWAY PARK IMPROVEMENTS PROJECT



BACKGROUND/SUMMARY

In fiscal year 2023-2024, the Board of Trustees approved \$1,800,000 in funding from the General Fund for the Midway Park Improvement Project. In January 2023, staff discussed a timeline and options with the Board of Trustees and received direction to begin communicating with the neighboring residents. As part of that Board presentation, staff proposed completing the Midway Park Improvement Project in 2023. On March 15, 2023, the Village hosted an Open House to gather feedback from the residents within the area.

After feedback from the residents, staff made several changes to the original proposal including the removal of pickleball courts. After the second Open House on May 11, 2023, there was a consensus amongst the neighborhood on the design option below:



The amount budgeted for this project is \$1,800,000 and is completely funded by the General Fund. Over the past couple of months, the Board has approved the following aspects of the project:

Scope of Work	Approved Costs
Upgrade and installation of utilities	\$246,340
Excavation work	\$245,434
Purchase of Fitness Court Material	\$105,000
Solar Panel Parkway Lights	\$22,264
Restroom/Pavilion structure	\$121,758
TOTAL	\$740,796

In June 2023, Village staff and the Village Engineer released a Request for Proposal (RFP) for the Midway Park Improvement Project. The scope of work includes (1) Construction and installation of a concrete path, wiffle ball field, ice rink, scoreboard, turf, and seed mix, (2) Furnish and install trees (Deciduous, Evergreen, Ornamental, Perennials, and Ornamental Grasses), (3) Construct and install the plumbing system, (4) Construct and install the electrical system, and (5) Installation of the fitness court, training wall, and exercise equipment.



In July 2023, staff received two bids. Below are the results:

Firm	Midway Park Improvement Project
Misfits Construction	\$1,518,230
Landworks	\$1,090,000

After reviewing the bids, staff began negotiating with the lowest responsive and responsible bidder. Per the procurement policy, Village staff is permitted to negotiate. During the negotiations, staff also contacted other contractors in an attempt to lower the overall cost to the Village.

As a result of these negotiations, below is an updated and final cost for the Midway Park Improvement Project:

Firm	Costs	Scope of Work
Landworks	\$670,153	Construction and installation of concrete path, wiffle ball field, ice rink, scoreboard, turf, seed mix
Falco's Landscaping	\$79,875	Furnish and installation of trees (Deciduous, Evergreen, Ornamental, Perennials, and Ornamental Grasses)
Fox Town Plumbing	\$39,695	Construct and installation of the plumbing system.
Rags Electric	\$80,500	Construct and installation of the electrical system.
National Fitness Campaign – Dynamic Resources Inc.	\$27,000	Installation of the fitness court, training wall and exercise equipment.
TOTAL	\$897,223	

By taking this approach, staff was able to achieve \$192,777 in savings.

As the Board is aware from the previous item in tonight's meeting, there is a \$497,318 surplus in ARPA funds. Staff is requesting to use this surplus towards the Midway Park Improvement Project to lower the impact on the General Fund.

If the surplus funds are used, the General Fund expenditures are estimated at \$1,702,682.00, which will result in a \$97,318 savings for the General Fund.

FINANCIAL IMPACT

If approved by the Board of Trustees, the Village will spend \$897,223 and will save \$192,777 from the original bid received. The overall savings to the General Fund if the ARPA funds are used is \$97,318.

RECOMMENDED ACTION:

Staff is recommending the approval and award of items 7.a. through 7.e.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING
THE LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT
TO LANDWORKS, LTD. FOR SELECT PORTIONS OF THE MIDWAY PARK
IMPROVEMENTS PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) publicly sought proposals for the Midway Park Improvements Project (the “Project”); and

WHEREAS, the proposals received were publicly opened, examined and declared by officials of the Village; and

WHEREAS, of the proposals received and opened, the apparent lowest responsible proposal for the overall Project is Landworks, Ltd.; and

WHEREAS, the Village has determined that it is the best interest of the Village to award only certain portions or components of the Project to Landworks, Ltd;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Lowest Responsible Proposal.

The Mayor and Board of Trustees of the Village do hereby find Landworks, Ltd.’s proposal to be the lowest responsible proposal for the Midway Park Improvements Project.

SECTION 3: Award of Contract.

Landworks, Ltd. is hereby awarded a contract for construction and installation of those selected portions or components of the Project, at a cost not to exceed Six Hundred Seventy Thousand One Hundred Fifty-Three and 00/100ths Dollars (\$670,153.00), as set forth in the

selected line items in Landworks, Ltd.'s bid proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents with Landworks, Ltd. for those selected portions or components of the Project, all on behalf of the Village of Willowbrook. A copy of said contract is attached hereto as Exhibit "A" and expressly made a part hereof.

SECTION 5: Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 14th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”
Contract with Landworks, Ltd.

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND LANDWORKS, LTD. FOR PORTIONS OF THE MIDWAY PARK
IMPROVEMENTS PROJECT**

THIS CONTRACT ENTERED INTO THIS _____ day of August, 2023 between Landworks, Ltd., an Illinois corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain contractor to perform select portions of the Midway Park Improvement Projects (the “Project”) in the Village.

2. Contractor has submitted a bid to the Village dated July 10, 2023, including all terms, conditions, requirements and specifications contained therein for selected portions of the Project to be completed by Contractor, which are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, bid response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. Contractor’s bid response and project specifications is attached hereto and expressly made a part hereof.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner (an amount not to exceed Six Hundred Seventy Thousand One Hundred Fifty-Three and 00/100 Dollars (\$670,153.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

- A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.
- B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor’s policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals 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.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and

the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's 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 Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or

voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will 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' 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. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and

attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it 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. The Contractor further represents and warrants to the Village that the Contractor 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 this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and

- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
 - 3) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.
- C. Contractor shall maintain limits no less than:
- 1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3) 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 \$1,000,000 per accident.
- B. The policies are to contain, or be endorsed to contain the following provisions:
- 1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - b. The Contractor’s insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-

insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

3) All Coverages:

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

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out

of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders

increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Landworks, Ltd., 751 Bolingbrook Drive, #17, Bolingbrook, Illinois 60440, Attn: Joseph A. Pizzuto, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request,

then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

CONTRACTOR:

LANDWORKS, LTD.

By: _____
Joseph A. Pizzuto,
Its President and duly authorized agent

ATTEST:

Title: _____

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

DOCUMENT 00 4113 - BID FORM

1.1 BID INFORMATION

- A. Bidder: Landworks Ltd
- B. Project Name: **Midway Park Improvement Project**
- C. Project Location: Midway Park, 209 Midway Drive, Willowbrook, IL. 60527.
- D. Owner: Village of Willowbrook (Village)

1.2 CERTIFICATIONS AND BASE BID

- A. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by the Village of Willowbrook, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, and this Bid Form.

1.3 BID SCHEDULE - PRICES

- A. Pursuant to and in compliance with the Invitation for Bids and Other Contract Documents relating to the proposal for the construction for the improvement Project all in accordance with the Drawings and Project Specifications the undersigned Bidder, having familiarized himself/herself with the terms of the Agreement, the local conditions affecting the performance of the Agreement and the cost of the WORK at the place WORK is to be done; and with the Drawings, Project Specifications and other Contract Documents hereby stipulated; CONTRACTOR agrees to complete the Agreement, including all of its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, equipment, tools, expendable supplies, and all utility and transportation services necessary to perform the Agreement, and complete in a workmanlike manner all of the WORK required in connection with the Agreement, all in strict conformance with the Drawings and Specifications for the following prices and sum.
- B. The following Bid Schedule of estimated quantities is included for convenience of bidding and a basis for comparison of Bids only, and the Village does not, expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the WORK, or to delete portions of the WORK, as may be deemed necessary or advisably by the Village. Owner reserves the right to accept or reject any additives, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents. Acceptance or non-acceptance of any additives by the Owner shall have no effect on the Contract Time. All items shall be complete and in place per Plans and these Bid and Contract Documents.
- C. All Bidders are REQUIRED to use unit prices where indicated and to complete the schedule. The Bidder shall be responsible for determining from the Contract Documents the effects of each additive on the Contract Time and the Contract Sum.

Note: Payment for all work (labor, material, equipment, etc.) required for the construction and installation of the improvement as shown on the plans and specifications which is not specifically identified below in the Bid Schedule shall be considered as included in the CONTRACTOR's price, as itemized below, of the various items of work for which the work is required, and no additional compensation shall be made therefor.

Spec Section	Item No	Item	Approx. Quantity	Unit Price	Amount
GENERAL					
-	1	Mobilization	1 LS	22187.79	\$ 22,187.79
012500	2	Construction Schedule/Admin.	1 LS	38445	\$38,445.00
-	3	Concrete Washout	1 LS	1250	\$ 1,250.00
SITE IMPROVEMENTS					
✓ 321313	4	Construct Concrete Paving (5" PCC W/ WWM over 4" Aggregate Base)	7,310 SF	16.33	\$119,372.30
321313	5	Construct Multi-Sport Court Paving (6" PCC w/ #4 Rebar at 16" O.C. over 6" Aggregate Base)	1,715 SF	22.88	\$ 39,239.20
✓ 321313	6	Construct Multi-Sport Court Perimeter Curb (16" PCC w/ #4 Rebar over 6" Aggregate Base)	165 LF	124.08	\$ 20,473.00
321313	7	Construct Concrete Mow Curb (6" PCC over 4" Aggregate Base)	140 LF	53.71	\$ 7,519.40
✓ 323300	8	Construct & Install Scoreboard (Furnished by Owner) including Concrete Footing(s) (Complete-in-Place)	1 LS	18466	\$ 18,466.00
✓ 323301	9	Construct & Install Shade Structure (Furnished by Owner) including Concrete Footing(s) (Complete-in-Place)	2 EA	20044	\$ 40,088.00
323300	10	Construct & Install Foul Pole & Sleeve (Furnished by Owner) including Concrete Footings (Complete-in-Place)	2 EA	2220	\$ 4,440.00
323114	11	Construct 4' Ht. Black Vinyl Fence including Concrete Footing(s) (Complete-in-Place)	325 LF	63.81	\$ 20,738.25
323114	12	Construct 6' Ht. Black Vinyl Fence including Concrete Footing(s) (Complete-in-Place)	70 LF	140	\$ 9,800.00
323114	13	Construct 14' Ht. Black Vinyl Backstop and Furnish & Install Planking including Concrete Footing(s) (Complete-in-Place)	24 LF	1927.69	\$ 46,264.56
323114	14	Construct Double 6' Wide x 4' Ht. Black Vinyl Swing Gates including Concrete Footing(s) (Complete-in-Place)	1 EA	1834.25	\$ 1,834.25
323114	15	Construct 3' W. x 6' Ht. Black Vinyl Dugout Gate including Concrete Footing(s) (Complete-in-Place)	2 EA	971.75	\$ 1,942.50
✓ 323300	16	Construct & Install Prefabricated Dugout (Furnished by Owner) including Concrete Footings (Complete-in-Place)	2 EA	21277	\$ 42,554.00
323301	17	Construct and Install Shelter (Furnished by Owner) including Concrete Footings & Slab (Complete-in-Place)	1 LS	91455	\$ 91,455.00

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SITE FURNISHINGS					
323300	18	Install Bench (Furnished by Owner)	8 EA	265	\$ 2,120.00 *
323300	19	Install Litter/Recycling Receptacle (Furnished by Owner)	8 EA	265	\$ 2,120.00 *
323300	20	Install Bike Rack (Furnished by Owner)	3 EA	200	\$ 600.00 *
323300	21	Install Picnic Table (Furnished by Owner)	4 EA	775	\$ 3,100.00 +
323300	22	Install & Plumb Drinking Fountain including Concrete Footing (Furnished by Owner, Complete-in-Place)	1 EA	2500	\$2,500.00
✓ 323300	23	Install 7.5' Long Dugout Bench (Furnished by Owner)	4 EA	1195	\$ 4,780.00 pw
323300	24	Install Outfield Fence Cap (Furnished by Owner)	160 LF	5.50	\$ 880.00
323300	25	Install Floating Sport Court Tile & Striping (Furnished by Owner, Complete-in-Place)	1,715 SF	71.85	\$ 20,322.75 +
323300	26	Fabricate, Furnish, & Install Pinwheels & Posts Including Concrete Footing (Complete-in-Place)	5 EA	4610	\$ 23,050.00 +
✓ 323300	27	Install Bleachers (Furnished by Owner)	2 EA	4110	\$ 8,220.00 pw?
323300	28	Install Fitness Court Exercise Floor, Training Wall, and Exercise Equipment (Furnished by Owner, Complete-in-Place)	1 LS	71775	\$ 71,775.00 *
323300	29	Install Baseball Bases, Home Plate, Pitching Rubber & Anchors (Furnished by Owner)	5 EA	300	\$ 1,500.00 pw?
pw ✓ 323300	30	Install Chairs (Furnished by Owner)	5 EA	150	\$ 750.00 pw?
pw ✓ 323300	31	Install Ball & Bat Holder (Furnished by Owner)	2 EA	150	\$ 300.00 pw?
323300	32	Install Rink Wall & Door (Furnished by Owner) including Fabrication, Furnishing & Installing Ice Dam, Complete in Place	165 LF	120	\$ 19,800.00
PLUMBING					
✓ 323302	33	Construct Plumbing System (Complete in Place) 2.	1 LS	46106	\$ 46,106.00 *
ELECTRICAL					
✓ 262713	34	Construct Electrical System (Complete-in-Place)	1 LS	97487	\$ 97,487.00 *
IRRIGATION					
✓ 328400	35	Construct Irrigation System (Complete-in-Place)	1 LS	70967	\$ 70,967.00 *
LANDSCAPE					
329300	36	Furnish and Install Deciduous Tree	21 EA	627	\$ 13,167.00
329300	37	Furnish and Install Evergreen Tree	124 EA	616	\$ 76,384.00
329300	38	Furnish and Install Ornamental Tree	9 EA	750	\$ 6,750.00
329200	39	Furnish and Install Perennials and Ornamental Grasses	53 EA	40	\$ 2,120.00
329200	40	Furnish and Install Turf Sod	1 LS	26300	\$ 26,300.00
329200	41	Furnish and Install Seed Mix & Straw Erosion Control Blanket	1 LS	38665	\$ 38,665.00
329200	42	3 Year Prairie Maintenance Period	1 LS	24167	\$ 24,167.00

BID PROPOSAL SUMMARY*

PRICE FOR TOTAL BID (in figures): \$ 1,090,000.00

PRICE FOR TOTAL BID (in words): One million ninety thousand and NO/100 Dollars and Cents

***NOTE:** Determination of the lowest Bid shall be based solely on the lowest total Bid. Unit prices shall prevail over extended total and grand total prices, and written words shall prevail over written figures. In case of discrepancy between words and figures, amount shown in words will govern. Late Bids will not be accepted.

Bidder's Initials

The Lump Sum Bid Price above EXCLUDES all applicable sales and/or use taxes; INCLUDES all insurance premiums required to meet standards set forth in the Invitation to Bid, and INCLUDES all premiums for a Performance Bond and a Labor and Material Payment Bond as identified in the Invitation to Bid.

1.4 BID SECURITY

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting of \$5,000:

1. Bid bond attached - 5 % Dollars (\$)

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents and have 90% substantial completion done by **October 15th, 2023** and shall fully 100% complete the Work by **December 1stth, 2023 with the exception of the Evergreen Tree Planting as associated Drip Irrigation for the Evergreen Trees as part of the Landscape Plans is to be 100% complete by April 19th, 2024.**
- B. All work must be done in a continuous fashion. Work shall be done between 7:00 a.m. and 5:00 p.m. daily.

1.6 ACKNOWLEDGEMENT OF ADDENDA

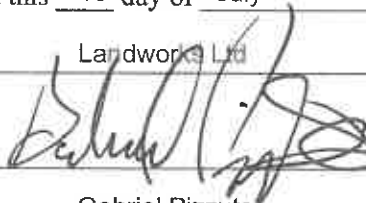
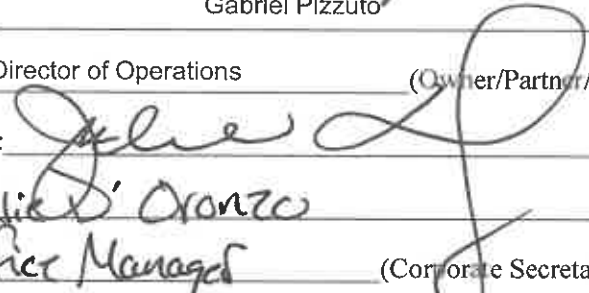
- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____
2. Addendum No. 2, dated _____

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Willowbrook, IL, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. The bidder certifies that he/she will comply with the State of Illinois Prevailing Wage Law and the Employment of Illinois Workers on Public Works Projects Act, and will submit Certified Payroll to the owner as required by the State of Illinois.
- B. The Bidder further certifies that the official name or title and business address of the Bidder to be considered as the maker of this proposal is as follows:
- C. Respectfully submitted this 10 day of July, 2023.
- D. Submitted By: Landworks Ltd (Name of bidding firm or corporation).
- E. Authorized Signature:  (Handwritten signature).
- F. Signed By: Gabriel Pizzuto (Type or print name).
- G. Title: Director of Operations (Owner/Partner/President/Vice President).
- H. Witness By:  (Handwritten signature).
- I. By: Julie D'Oranzo (Type or print name).
- J. Title: Office Manager (Corporate Secretary or Assistant Secretary).
- K. Street Address: 751 N Bolingbrook Drive - Link # 17
- L. City, State, Zip: Bolingbrook, IL. 60440
- M. Phone: 630-759-8200

END OF DOCUMENT 00 4113

DOCUMENT 00 4321 – UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: Landworks Ltd
- A. Project Name: Midway Park Improvement Project
- B. Project Location within Willowbrook, IL 60527:
 - 1. 209 Midway Drive, Willowbrook, IL 60527
- C. Owner: Village of Willowbrook

1.2 DEFINITIONS

- A. The Schedule of Values will be used to determine progress payments to the Contractor and shall provide the basis of payment for work beyond what is shown on the Plans.
- B. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below in the Schedule of Values be added to or deducted from the Contract Sum on performance and measurement for each item of Work. These prices will be used for both increases and decreases in the quantity of work to be performed.
 - 1. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
 - 2. The Bidder is to see the contract documents for the actual quantities needed for material.
- C. The Schedule of Values shall include, but is not limited to, each separate item of work specified on the Plans and listed in the table below and must include type size, and installation method for each item of work.
- D. Unit prices for each item of Work shall be included in the Schedule of Values submitted. Unit of measure on a lump sum basis shall not be included in the Schedule of Values.

Item of Work	Unit	Unit Price
Sawcut Pavement (as shown on Plans and Specifications)	LF	12.65
Straw Erosion Control Blanket (as shown on Plans and Specifications)	SY	3.10
Concrete Paving (5" PCC W/ WWM over 4" Aggregate Base) (as shown on Plans and Specifications)	SF	16.33
Construct Multi-Sport Court Paving (6" PCC w/ #4 Rebar at 16" O.C. over 6" Aggregate Base) (as shown on Plans and Specifications)	SF	22.88
Construct Multi-Sport Court Paving Perimeter Curb (16" PCC w/ #4 Rebar over 6" Aggregate Base) (as shown on Plans and Specifications)	LF	124.08
Construct Concrete Mow Curb (6" PCC over 4" Aggregate Base) (as shown on Plans and Specifications)	LF	53.71
Construct & Install Shade Structure (Furnished by Owner) including Concrete Footing(s) (Complete-in-Place) (as shown on Plans and Specifications)	EA	20,044
Construct & Install Foul Pole & Sleeve (Furnished by Owner) including Concrete Footings (Complete-in-Place) (as shown on Plans and Specifications)	EA	2,220
Construct 4' Ht. Black Vinyl Fence including Concrete Footing(s) (Complete-in-Place) (as shown on Plans and Specifications)	LF	63.81
Construct 6' Ht. Black Vinyl Fence including Concrete Footing(s) (Complete-in-Place) (as shown on Plans and Specifications)	LF	140
Construct 14' Ht. Black Vinyl Backstop and Furnish & Install Planking including Concrete Footing(s) (Complete-in-Place) (as shown on Plans and Specifications)	LF	1,927.67
Construct Double 6' Wide x 4' Ht. Black Vinyl Swing Gates including Concrete Footing(s) (Complete-in-Place) (as shown on Plans and Specifications)	EA	1,834.25
Construct 3' W. x 6' Ht. Black Vinyl Dugout Gate including Concrete Footing(s) (Complete-in-Place) (as shown on Plans and Specifications)	EA	971.75
Construct & Install Prefabricated Dugout (Furnished by Owner) including Concrete Footings (Complete-in-Place) (as shown on Plans and Specifications)	EA	21,277
Install Bench (Furnished by Owner) (as shown on Plans and Specifications)	EA	265
Install Litter/Recycling Receptacle (Furnished by Owner) (as shown on Plans and Specifications)	EA	265
Install Bike Rack (Furnished by Owner) (as shown on Plans and Specifications)	EA	200
Install Picnic Table (Furnished by Owner) (as shown on Plans and Specifications)	EA	775
Install & Plumb Drinking Fountain including Concrete Footing (Furnished by Owner, Complete-in-Place) (as shown on Plans and Specifications)	EA	2,500
Install 7.5' Long Dugout Bench (Furnished by Owner) (as shown on Plans and Specifications)	EA	1,195
Install Outfield Fence Cap (Furnished by Owner) (as shown on Plans and Specifications)	LF	5.50
Install Floating Sport Court Tile & Striping (Furnished by Owner, Complete-in-Place) (as shown on Plans and Specifications)	SF	11.85
Fabricate, Furnish, & Install Pinwheels & Posts Including Concrete Footing (Complete-in-Place) (as shown on Plans and Specifications)	EA	4,610
Install Bleachers (Furnished by Owner) (as shown on Plans and Specifications)	EA	4,110
Install Fitness Court Exercise Floor, Training Wall, and Exercise Equipment (Furnished by Owner, Complete-in-Place) (as shown on Plans and Specifications)	SF	71,775
Install Baseball Bases, Home Plate, Pitching Rubber & Anchors (Furnished by Owner) (as shown on Plans and Specifications)	EA	300

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Install Chairs (Furnished by Owner) (as shown on Plans and Specifications)	EA	150
Install Ball & Bat Holder (Furnished by Owner) (as shown on Plans and Specifications)	EA	150
Install Rink Wall & Door (Furnished by Owner) including Fabrication, Complete in Place (as shown on Plans and Specifications)	LF	90
Fabricating, Furnishing & Installing Ice Dam, Complete in Place (as shown on Plans and Specifications)	EA	5,000
Install Water Meter (as shown on Plans and Specifications)	EA	1,965
Furnish and Install 1" Backflow (as shown on Plans and Specifications)	EA	3,500
Furnish and Install 1" Dia. Water Supply Line (as shown on Plans and Specifications)	LF	45
Furnish and Install 4" Dia. Drain Line (as shown on Plans and Specifications)	LF	26
Furnish and Install Wye Cleanout and Brass Utility Box (as shown on Plans and Specifications)	EA	965
Furnish and Install Floor Drain (as shown on Plans and Specifications)	EA	450
Furnish and Install Drain Vent/Vent Cap (as shown on Plans and Specifications)	EA	265
Furnish and Install Isolation Valve (as shown on Plans and Specifications)	EA	775
Meter Connection and Running Wire to Transformer in Conduit (By Others) (as shown on Plans and Specifications)	LF	295
Electric Conduit, Trenching, Backfilling, and Wire (as shown on Plans and Specifications)	LF	672
In Ground Outlet Box (as shown on Plans and Specification)	EA	1,030
Deciduous Tree (as shown on Plans and Specification)	EA	627
Evergreen Tree (as shown on Plans and Specification)	EA	616
Ornamental Tree (as shown on Plans and Specification)	EA	750
Perennials and Ornamental Grasses (as shown on Plans and Specification)	EA	40
Seed Mix (as shown on Plans and Specification)	SF	.36
Straw Erosion Control Blanket (as shown on Plans and Specification)	SF	.34
Top Soil (If necessary and as shown on Plans and Specification)	CY	85

1.4

- A. Respectfully submitted this 10 day of June, 2023.
- B. Submitted By: Landworks Ltd (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Gabriel Pizzuto (Type or print name).
- E. Title: Director of Operations (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 4321

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DOCUMENT 00 4323 - REFERENCES

1.1 BID INFORMATION

- A. Bidder: Landworks Ltd.
- B. Owner: Village of Willowbrook

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. Bidder shall provide a minimum of three references where the bidder has performed work of a similar nature and scope as described in this bid, and within the last two years.

1.3 BIDDER REFERENCES:

- A. Reference No. 1: ***See attached Qualification Statement**
1. Company Name: _____
 2. Contact Name: _____
 3. Phone Number: _____
- B. Reference No. 2:
1. Company Name: _____
 2. Contact Name: _____
 3. Phone Number: _____
- C. Reference No. 3:
1. Company Name: _____
 2. Contact Name: _____
 3. Phone Number: _____

END OF DOCUMENT 00 4323

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DOCUMENT 00 4324 – SUBSTANCE ABUSE AND PREVENTION PROGRAM CERTIFICATE

1.1 BID INFORMATION

- A. Bidder: Landworks Ltd
- B. Owner: Village of Willowbrook.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form: The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the contractor or any subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The contractor/subcontractor **[circle one]** by its undersigned representative, hereby certifies and represents to the Village of Willowbrook that **[contractor/subcontractor must complete either Part 1 or Part 2 below]:**

1. The contractor/subcontractor **[circle one]** has in place for all employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq. **[Contractor/subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Landworks Ltd

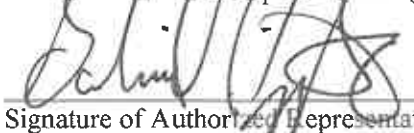
Name of Contractor/Subcontractor (print or type)

Gabriel Pizzuto

Name of Authorized Representative (print or type)

Director of Operations

Title of Authorized Representative (print or type)

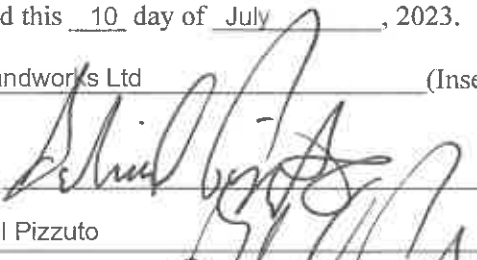
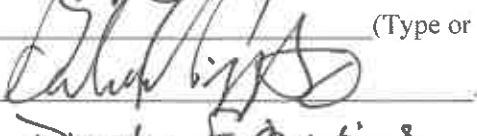

Signature of Authorized Representative

Dated: July 10, 2023

statement signed by the contractor or subcontractor representing that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Wage Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

3. The most recent Prevailing Wage Rate Determination for Dupage County is incorporated in the Contract Documents. Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These rates may be accessed at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. As required by the Prevailing Wage Act any and all such revisions supersede the Owner's June determination. Bidders and contractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/ contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents.
4. The Illinois Department of Labor maintains a list of contractors and subcontractors found to have disregarded their obligations to employees under the Act. The list includes contractors and subcontractors who, on two separate occasions within five years have been determined to have violated the Act.
 - a. No contract may be awarded to a contractor or subcontractor appearing on the list, or to an entity in which the contractor or subcontractor has an interest, until four years have elapsed from the date of publication of the list. Please note that this list is available on the IDOL website at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Debarred-Contractors.aspx>.
5. All contractors' and subcontractors' bonds shall include a provision as well as guarantee the faithful performance of such prevailing wage clause as provided by this contract/specification or by other written instrument.

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 10 day of July, 2023.
- B. Submitted By: Landworks Ltd (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Gabriel Pizzuto (Type or print name).
- E. Owner Representative Signature: 
- F. Signed By: Gabriel Pizzuto Director of Operations (Type or print name).

END OF DOCUMENT 00 4325

VILLAGE OF WILLOWBROOK

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR ("CONTRACTOR") HEREBY CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor, which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. State of Illinois Law requires certified payroll.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a

description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30ILCS570/) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; and (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A. misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

Village of Willowbrook
Midway Park Improvement Project

00 4326

Landworks Ltd

CONTRACTOR

By:

Its: Gabriel Pizzuto - Director of Operations

STATE OF ILLINOIS)

)SS

COUNTY OF Will)

I, ~~the undersigned~~, a notary public in and for the State and County, aforesaid, hereby certify that Gabriel Pizzuto appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: July 10, 2023

(SEAL)



[Signature]
(Notary Public)

END OF DOCUMENT 00 4326

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DOCUMENT 00 4393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: Landworks Ltd
- B. Project Name: Midway Park Improvement Project
- C. **Bid Opening: July 10, 2023; 10:00 A.M. Local time.**

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist at the front of the bid submission. Failure to include these documents may disqualify your bid.

1.	X	Used the Bid Form provided in the Project Manual.
2.	X	Prepared the Bid Form as required by the Instructions to Bidders.
3.	X	Indicated on the Bid Form the Addenda received. <i>N/A</i>
4.	X	Attached to Bid Form: Bid Bond OR a certified check for the amount required.
5.	X	Attached to Bid Form: At least 3 references of similar work performed.
6.	X	Attached to Bid Form: Substance Abuse Prevention Program Certification as well as Bidder's Company policy.
7.	X	Attached to Bid Form: Company's sexual harassment policy.
8.	X	Attached to Bid Form: Prevailing Wage Act (Contractor/Subcontractor Requirement).
9.	X	Attached to Bid Form: Contractor Certification.
10.	X	Bid envelope shows name and address of the Bidder.
11.	X	Bid envelope shows name of Project being bid.
12.	X	Bid envelope shows time and day of Bid Opening.
14.	X	Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 00 4393

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RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE
LOWEST PROPOSAL AND AWARDING A CONTRACT
TO RAG’S ELECTRIC, INC. FOR THE ELECTRICAL INSTALLATION AT THE
MIDWAY PARK IMPROVEMENTS PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) sought proposals for electric installation at the Midway Park Improvements Project (the “Project”); and

WHEREAS, of the proposals received and opened, the apparent lowest proposal for the electric installation at the Project is Rag’s Electric, Inc. at a bid of Eighty Thousand Five Hundred and 00/100ths Dollars (\$80,500.00); and

WHEREAS, the Village has determined that it is the best interest of the Village to award a contract to Rag’s Electric, Inc. for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Lowest Responsible Proposal.

The Mayor and Board of Trustees of the Village do hereby find Rag’s Electric, Inc.’s proposal to be the lowest responsible proposal for electric installation at the Project.

SECTION 3: Award of Contract.

Rag’s Electric, Inc. is hereby awarded a contract for electrical installation at the Project, at a cost not to exceed Eighty Thousand Five Hundred and 00/100ths Dollars (\$80,500.00), as set forth in Rag’s Electric, Inc.’s proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: The contract documents shall include the contract, material list, any and all Project

specifications, special provisions and/or conditions, contractor certifications, and contractor’s proposal.

SECTION 5: Execution of Contract.

The Village Mayor is hereby authorized and directed to execute, on behalf of the Village, and the Village Clerk is hereby directed to attest to the contract documents with Rag’s Electric, Inc. for electrical installation at the Project. A copy of said contract is attached hereto as Exhibit “A” and expressly made a part hereof.

SECTION 6: Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 14th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

CONTRACT WITH RAG’S ELECTRIC, INC.

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND RAG'S ELECTRIC, INC. FOR ELECTRICAL INSTALLATION AT THE
MIDWAY PARK IMPROVEMENTS PROJECT**

THIS CONTRACT ENTERED INTO THIS _____ day of August, 2023 between Rag's Electric, Inc., an Illinois corporation ("Contractor"), and the Village of Willowbrook, a municipal corporation of the State of Illinois ("Village"), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain contractor to perform electrical installation at the Midway Park Improvement Project in the Village (the "Project").

2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for electrical installation at the Project to be completed by Contractor, which are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, bid response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. Contractor's proposal response and project specifications are attached hereto and expressly made a part hereof.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner an amount estimated to be Eighty Thousand Five Hundred and 00/100 Dollars (\$80,500.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

- A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.
- B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work

under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor’s policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals 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.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military

status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's 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 Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will 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' 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. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it 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. The Contractor further represents and warrants to the Village that the Contractor 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 this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- 3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

- C. Contractor shall maintain limits no less than:
- 1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3) 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 \$1,000,000 per accident.
- B. The policies are to contain, or be endorsed to contain the following provisions:
- 1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

3) All Coverages:

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

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food

and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%)

or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Rag's Electric, Inc., 6805 Hobson Valley Drive, Unit 105, Woodridge, Illinois 60517, Attn: Matt Knutte, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall

indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

CONTRACTOR:

RAG'S ELECTRIC, INC.

By: _____
Mark Knutte,
Its President and duly authorized agent

ATTEST:

Title: _____

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”



COMMERCIAL • INDUSTRIAL • RESIDENTIAL

6805 Hobson Valley Dr., Unit #105
Woodridge, IL 60517
1-630-739-RAGS
Fax: 1-630-739-7424

July 19, 2023

Re: Midway Park Improvements
209 Midway Dr.
Willowbrook, IL.

We are pleased to provide to you an Electrical proposal for the above mentioned project based off of Kimley Horn drawings dated March 30, 2023. Our proposal is as follows:

Scope of Work:

- Furnish and Install One (1) Meter
- Furnish and Install One (1) Panel "PP1"
- Furnish and Install (Lot) Schedule 80 PVC Pipe and Wiring
- Furnish and Install (9) Outdoor Rated Ground Boxes with GFI Receptacles
- Furnish and Install Power to One (1) Scoreboard

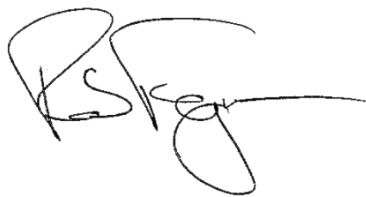
Total Base Bid Price: \$80,500.00

Base Bid Exclusions:

- Premium Time
- Permits and associated fees
- Bonding and liquidated damages
- Tax is Excluded
- Cutting, patching, and painting of walls, floors, and ceilings
- Repair of existing code violations
- Modifications to accommodate issues with discontinued, out of date services, or building standards
- Dumpsters to be provided for disposal by others

Thank you for the opportunity to submit this proposal. Rags Electric looks forward to continuing working on this project with you. If you have any questions, please don't hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Forgue', with a long horizontal flourish extending to the right.

Rob Forgue
Estimator

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE
LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT
TO DYNAMIC RESOURCES, INC. FOR THE INSTALLATION OF FITNESS COURT
EQUIPMENT AT MIDWAY PARK**

WHEREAS, the Village of Willowbrook (the “Village”) solicited proposals for the installation of fitness court equipment at Midway Park in the Village of Willowbrook (the “Project”); and

WHEREAS, of the proposals received and reviewed, the apparent lowest responsible proposal for the Project is Dynamic Resources, Inc. at a cost of Twenty-Seven Thousand and 00/100ths Dollars (\$27,000.00); and

WHEREAS, the Village has determined that it is the best interest of the Village to award a contract to Dynamic Resources, Inc. for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Lowest Responsible Proposal.

The Mayor and Board of Trustees of the Village do hereby find Dynamic Resources, Inc.’s proposal to be the lowest responsible proposal for the Project.

SECTION 3: Award of Contract.

Dynamic Resources, Inc. is hereby awarded a contract for the installation of fitness court equipment at a cost not to exceed Twenty-Seven Thousand and 00/100ths Dollars (\$27,000.00), as set forth in Dynamic Resources, Inc.’s proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: The contract documents shall consist of the contract and Dynamic Resources,

Inc.’s proposal.

SECTION 5: Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents with Dynamic Resources, Inc. for the installation of fitness court equipment, all on behalf of the Village of Willowbrook. A copy of said contract, including all attachments thereto, is attached hereto as Exhibit “A” and expressly made a part hereof.

SECTION 6: Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 14th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

CONTRACT WITH DYNAMIC RESOURCES, INC.

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND DYNAMIC RESOURCES, INC. FOR THE INSTALLATION OF FITNESS COURT
EQUIPMENT AT MIDWAY PARK IN THE VILLAGE OF WILLOWBROOK**

THIS CONTRACT ENTERED INTO THIS _____ day of August, 2023 between Dynamic Resources, Inc., an Illinois corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain contractor to perform the installation of fitness court equipment at Midway Park in the Village (the “Project”).

2. Contractor has submitted a proposal to the Village for the Project which includes terms, conditions, requirements and specifications contained therein for selected portions of the Project to be completed by Contractor, which are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, bid response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. Contractor’s proposal and project specifications is attached hereto and expressly made a part hereof.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner (an amount not to exceed Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00)).

7. At the time of execution of the Agreement, the Contractor shall furnish bonds payable to the Village secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*)

as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. Contractor agrees that, if required by 30 ILCS 580/1, *et seq.* ("Drug-Free Workplace Act"), contractor will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals 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.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military

status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's 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 Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will 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' 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. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it 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. The Contractor further represents and warrants to the Village that the Contractor 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 this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- 3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

- C. Contractor shall maintain limits no less than:
- 1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3) 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 \$1,000,000 per accident.
- B. The policies are to contain, or be endorsed to contain the following provisions:
- 1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

3) All Coverages:

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

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food

and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%)

or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Dynamic Resources, Inc., 25 West 31st Street, 7th Floor, New York, NY 10001, Attn: Enrico Trongone, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall

indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

CONTRACTOR:

DYMANIC RESOURCES, INC.

By: _____
Enrico Trongone,
Its duly authorized agent

ATTEST:

Title: _____

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”



DYNAMIC RESOURCES INC.

25 WEST 31 STREET
7TH FLOOR
NEW YORK, NY 10001

DRGLOBAL.COM

Dustin Kleefisch
Director of Parks & Recreation
835 Midway Drive,
Willowbrook, IL 60527

July 26, 2023

Fitness Court® Installation Proposal: #NFC-23-3042-1

RE: Fitness Court Installation at Midway Park 209 Midway Dr, Willowbrook, IL 60527

Thank you for the opportunity to provide installation services for the Fitness Court® provided by the National Fitness Campaign. Please review the following scope of services and let us know if you have any questions.

Scope of Work:

Installation of Fitness Court® provided by the National Fitness Campaign in accordance with the National Fitness Campaign Installation Instructions and associated manufacturer's guidelines. This proposal represents the full scope of work.

What is Included:

- Installation of the following items:
 1. Body Weight Training Wall
 2. Anchor Bolts
 3. Sports Tile Flooring
 4. ADA Tile Border (Where applicable)
 5. All Equipment Elements
 6. Floor Markings
 7. Wall Graphics Installation according to 3M product requirements and the NFC Graphics Installation Guide.
- Signed Certificate of Completed Installation
- Close-out documents filed with NFC for Fitness Court® Warranty
- Site walk-thru upon completion of the Fitness Court installation.
- Completion of Fitness Court Installation in 4 Days or less (Weather permitting)
- Completion of Graphics installation within 1 week of completion of Fitness Court Installation
- Travel & Logistics
- Installation Project Management & Scheduling
- Pre- Installation Kick-off Meeting
- Insurance Certificate

What is Provided by Site Partner/Client:

- Procurement / supply of The Fitness Court®, Fitness Court® Tile, and Fitness Court® Installation Kit
- Site Preparation. Remove all debris, leaves, and dirt from concrete slab 48 hours prior to installation.
- Concrete slab built & cured, according to provided slab drawing specifications
- Construction fencing which will remain in place until all graphics are installed
- Traffic and Pedestrian Control
- Restroom Facilities
- Storage of Fitness Court®



- Safe environmentally controlled storage of graphics until time of installation
- 6' Step Ladder
- Charging capabilities for cordless tools
- Exact location and orientation of the Fitness Court® relative to the concrete footing.
- Parking adjacent to installation site for one vehicle
- Shade Structure
- Construction Lighting (as required)
- Pour in Place (PIP) Flooring (If chosen)

Provided by Client as coordinated with installation team:

- Site Security
- Delivery and staging of Fitness Court® to site prior to arrival of installation crews
- Debris and trash removal & recycling

Additional Terms & Conditions:

Bonds & Surety: Bid Bonds, Surety, Payment & Performance Bonds not included unless itemized above.

Insurance: Additional insurance coverage beyond what is specifically noted on provided Certificate of Insurance to be coordinated as needed. Additional fees may apply.

Prevailing Wage / Union Labor: Pricing does not include allowance for payment of and reporting of Prevailing Wage (Unless itemized above), union labor, or any allowance for labor agreements.

Licensing: State, city, and contractor licensing to be coordinated and confirmed based on client requirements. Additional fees may apply.

Schedule: Installation of the Fitness Court® will not be scheduled for installation any sooner than 28-days after concrete is poured unless approved Spray-Lock product is used allowing installation to occur as soon as 14 days after concrete is poured / application of the Spray-Lock treatment. Installation of the Fitness Court® will only be scheduled if the conditions of the concrete and atmospheric conditions meet product manufacturers requirements during use of product(s) including the 24-hour period following use of product(s). Schedule will be coordinated with client 14 days or more prior to installation. Schedule may also be affected by requirements for curing if using a PIP flooring.

Excusable Delay: Delays beyond the control of the installation company shall be considered excusable. Cost associated with excusable delays shall be coordinated with client to mitigate and minimize potential additional costs to client. Delays include but are not limited to the following: missing items provided by others, incomplete or incorrect concrete slab installation, weather and "Acts of God", Force Majeure, etc.

Safety & Security: Installation team reserves the right to leave the jobsite at any time if, in the event of onsite staff, the site is considered unsafe in any way. Client shall be notified and coordinate efforts to remedy the condition in a timely manner.

Change Orders: Client shall be notified in advance of being charged any additional fees including fees associated with remobilization. Any additional scope modified or added by the Client shall be made in writing.



DYNAMIC RESOURCES INC.

25 WEST 31 STREET
7TH FLOOR
NEW YORK, NY 10001

DRGLOBAL.COM

Warranty: Material warranty shall be provided by others. Warranty associated with this agreement shall be limited to items related to the installation of the Fitness Court® only.

Concrete Slab Installation Requirements: Slab must be installed per NFC Installation Manual Including dimensions, slope, and surface preparations. Surfaces of concrete must be clean, dry, and flat, free of voids, projections, loose materials, oil, grease, sealers, and all other surface contaminants. Slab to be swept and cleaned prior to the arrival of the installation crew. "Concrete substrate should NOT be smooth and reflective; it must have a concrete surface profile of CSP 1-3 (similar to a broomed finish). Alkaline surfaces need to be coated with primer prior to installation of tiles. Application of Spray-Lock treatment must be done in accordance with manufacturers recommendations.

Installation Documentation & Guidelines:

- NFC provided Concrete Slab Drawings
- The Fitness Court® Tile overview
- The Fitness Court® Specifications
- The Fitness Court® Installation Kit overview
- The Fitness Court® Installation and Maintenance Manual
- The Fitness Court® Vinyl Artwork Alignment Guide

Execution of this Agreement:

- Signed Proposal, Client issued Purchase Order, or other acceptable agreement by all parties.
- 50% Down Payment required prior to deployment of installation team
- Final payment invoice will be processed following installation and customer sign off on both the Fitness Court installation and the Graphics installation.

Installation Fees:

Installation of Standard Fitness Court	\$25,000.00
Prevailing Wage	<u>\$2,000.00</u>
Total:	\$27,000.00

This quotation is good for 90 days. Should you accept our quote, please sign this proposal and return to us. We will be unable to start this project unless this quotation is signed and returned to us. Thank you for the opportunity to be of service to you.

AGREED & ACCEPTED BY:

Enrico Trongone
Dynamic Resources Inc.

Authorized Representative Signature: _____

Name (Printed): _____

Today's Date: _____

Purchase Order #: _____

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE
LOWEST RESPONSIBLE PROPOSAL AND AWARDING A CONTRACT
TO FALCOS LANDSCAPING, INC. FOR THE PROVISION AND INSTALLATION
OF TREES FOR THE MIDWAY PARK IMPROVEMENTS PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) sought proposals for the supply and planting of trees for the Midway Park Improvements Project (the “Project”); and

WHEREAS, of the proposals received and reviewed, the apparent lowest proposal for the provision and installation of trees for the Project is Falcos Landscaping, Inc. at a price of Seventy Nine Thousand Eight Hundred Seventy-Five and 00/100ths Dollars (\$79,875.00); and

WHEREAS, the Village has determined that it is the best interest of the Village to award a contract to Falcos Landscaping, Inc. for the provision and installation of trees for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Lowest Responsible Proposal.

The Mayor and Board of Trustees of the Village do hereby find Falcos Landscaping, Inc.’s proposal be the lowest proposal for the provision and installation of trees for the Project.

SECTION 3: Award of Contract.

Falcos Landscaping, Inc. is hereby awarded a contract for the provision and installation of trees for the Project, at a cost not to exceed Seventy Nine Thousand Eight Hundred Seventy-Five and 00/100ths Dollars (\$79,875.00), as set forth in Falcos Landscaping, Inc.’s proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: The contract documents shall include the contract, contractor’s proposal, any and

all special conditions, if any, and contractor’s certifications.

SECTION 5: Execution of Contract.

The Village Mayor is hereby authorized and directed to execute, on behalf of the Village, and the Village Clerk is hereby directed to attest to the contract documents with Falcos Landscaping, Inc. for the provision and installation of trees for the Project. A copy of said contract is attached hereto as Exhibit “A” and expressly made a part hereof.

SECTION 6: Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 14th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

CONTRACT WITH FALCOS LANDSCAPING, INC.

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND FALCOS LANDSCAPING, INC. FOR THE PROVISION AND INSTALLATION
OF TREES AT MIDWAY PARK IN THE VILLAGE OF WILLOWBROOK**

THIS CONTRACT ENTERED INTO THIS _____ day of August, 2023 between Falcos Landscaping, Inc. an Illinois corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain contractor to provide and install trees at Midway Park (the “Project”) in the Village.

2. Contractor has submitted a proposal to the Village including terms, conditions, requirements and specifications contained therein for the provision and installation of trees at Midway Park, which are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of the proposal was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding

on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner (an amount not to exceed Seventy-Nine Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$79,875.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

- A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.
- B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees, as may be required by state law, not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act

(820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals 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.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military

status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's 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 Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will 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' 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. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it 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. The Contractor further represents and warrants to the Village that the Contractor 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 this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- 3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

- C. Contractor shall maintain limits no less than:
- 1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3) 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 \$1,000,000 per accident.
- B. The policies are to contain, or be endorsed to contain the following provisions:
- 1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

3) All Coverages:

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

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food

and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%)

or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Falcos Landscaping, Inc., 4N151 5th Avenue, Addison, Illinois 60101, Attn: Falconeris Rosas, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall

indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

CONTRACTOR:

FALCOS LANDSCAPING, INC.

By: _____
Falconeris Rosas,
Its President and duly authorized agent

ATTEST:

Title: _____

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE. ADDISON IL, 60101
PH (630) 458-0994 CELL (630) 514-6173
Email: falcotland@gmail.com

July 19, 2023

Mr. Andrew Passero
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

I would like to take this time to thank you for allowing Falco's Landscaping Inc, to submit you the following proposal.

MIDWAY PARK LANDSCAPE IMPROVEMENTS:

*** Provide and Install the following Plants as requested for the Landscape Plant improvements of the Midway Park:

TREES:

10 – 2 – 1/2"	Sugar Maple Trees
06 – 2 – 1/2"	Kentucky Coffee Trees
23 – 2 – 1/2"	Eastern Red Cedar
35 – 6'	Norway Spruce
37 – 6'	White Pine Trees
29 – 6'	American Arborvitae
09 – 6'	Multi Stem Service Berry Trees

PERENNIALS:

02 – 5/gal	Little Blue Stem Grasses
09 – 5/gal	Little Bunny Fountain Grasses
06 – 5/gal	Prairie Drop Seeds
18 – 1/gal	Butterfly Milkweeds
15 – 1/gal	Purple Cone flower
11 – 1/gal	Yellow Cone flower

NOTE: All plants will install in their proper manner and own characteristics of nature growing as requested, then will be top dress with two (2") of Hardwood Mulch. One Time Initial watering and more watering will be available per request if need it.

TOTAL COST \$ 79,875.00

If there are any questions regarding the above, please do not hesitate to contact me at (630) 514-6173.

Sincerely;

Falco Rosas
FALCO'S LANDSCAPING INC
President

PROPOSAL ACCEPTANCE

as an Agent for:
THE VILLAGE OF WILLOWBROOK

By _____ Date _____

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DECLARING THE
LOWEST PROPOSAL AND AWARDING A CONTRACT
TO FOX TOWN PLUMBING, INC. FOR THE PLUMBING INSTALLATION AT THE
MIDWAY PARK IMPROVEMENTS PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) sought proposals for plumbing installation at the Midway Park Improvements Project (the “Project); and

WHEREAS, of the proposals received and opened, the apparent lowest proposal for plumbing installation at the Project is Fox Town Plumbing, Inc., at a price of Thirty Nine Thousand Six Hundred Ninety-Five and 00/100ths Dollars (\$39,695.00); and

WHEREAS, the Village has determined that it is the best interest of the Village to award a contract to Fox Town Plumbing, Inc. for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Lowest Responsible Proposal.

The Mayor and Board of Trustees of the Village do hereby find Fox Town Plumbing, Inc.’s proposal to be the lowest proposal for plumbing installation at the Project.

SECTION 3: Award of Contract.

Fox Town Plumbing, Inc. is hereby awarded a contract for the plumbing installation at the Project, at a cost not to exceed Thirty Nine Thousand Six Hundred Ninety-Five and 00/100ths Dollars (\$39,695.00), as set forth in Fox Town Plumbing, Inc.’s proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: The contract documents shall consist of and include the contract, material list,

special provisions and/or conditions, any and all Project specifications, contractor’s certifications and contractor’s proposal response.

SECTION 5: Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents with Fox Town Plumbing, Inc. for the plumbing installation for the Project, all on behalf of the Village of Willowbrook. A copy of said contract is attached hereto as Exhibit “A” and expressly made a part hereof.

SECTION 6: Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 14th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

CONTRACT WITH FOX TOWN PLUMBING, INC.

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND FOX TOWN PLUMBING, INC. FOR PLUMBING INSTALLATION AT THE
MIDWAY PARK IMPROVEMENTS PROJECT**

THIS CONTRACT ENTERED INTO THIS _____ day of August, 2023 between Fox Town Plumbing Inc., an Illinois corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain contractor to perform plumbing installation at the Midway Park Improvement Projects in the Village (the “Project”).

2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for plumbing installation at the Project to be completed by Contractor, which are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, bid response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. Contractor’s proposal and project specifications are attached hereto and expressly made a part hereof.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner in an amount estimated to be Thirty-Nine Thousand Six Hundred Ninety-Five and 00/100 Dollars (\$39,695.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

- A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.
- B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor’s policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals 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.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and

the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's 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 Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or

voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will 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' 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. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and

attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it 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. The Contractor further represents and warrants to the Village that the Contractor 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 this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and

- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
 - 3) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.
- C. Contractor shall maintain limits no less than:
- 1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3) 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 \$1,000,000 per accident.
- B. The policies are to contain, or be endorsed to contain the following provisions:
- 1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - b. The Contractor’s insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-

insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

3) All Coverages:

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

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out

of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders

increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Fox Town Plumbing, Inc., 921 Ohio Avenue, St. Charles, Illinois 60174, Attn: Jimmy L. Griffin, Jr., as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request,

then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

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25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois
the day and year first above written.

CONTRACTOR:

FOX TOWN PLUMBING, INC.

By: _____
Jimmy L. Griffin, Jr.,
Its President and duly authorized agent

ATTEST:

Title: _____

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”



Fox Town Plumbing Inc.
P.O. Box 3675
Saint Charles, IL 60174
630-669-9486
foxtownplumbing@yahoo.com
foxtownplumbing.com

Estimate

ADDRESS

Andrew (AJ) Passero
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527-5549
USA

ESTIMATE #	DATE	EXPIRATION DATE
	07/19/2023	10/19/2023

JOB NUMBER

Bathroom structure

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Sales This estimate is to rough in and trim for customer provided fixtures for new bathroom structure. Print received on 7/10/2023. Underground and aboveground plumbing for 2 water closets, 2 lavatories, 3 floor drains, 1 hose bib, 1 drinking fountain, Provide 2 RPZs, Please note water service to be brought into building by others. Sewer to be run to structure by others. Total pricing for all rough plumbing and labor along with trim is \$39695.00 Payouts are as follows 60% or \$23817.00 After underground plumbing is installed, the 30% or \$11908.50 after above ground plumbing is installed with the remaining 10% or \$3969.50 due upon completion plus any add ons or extras.			39,695.00

TOTAL

\$39,695.00

Accepted By

Accepted Date



Village of WILLOWBROOK

Parks & Recreation

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8. SUBJECT: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM BEACON ATHLETICS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND FIXTURES FOR THE MIDWAY PARK WIFFLEBALL FIELD AT AN ESTIMATED COST NOT TO EXCEED \$36,936.00	DATE: August 14, 2023
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STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

In preparation for the construction of Midway Park, staff worked with Kimley-Horn to develop a site furnishings list for the project. Several meetings were held to determine what equipment and furnishings would be presented during the Open House meetings and proposed in the bid documents for the project. Kimley-Horn worked with Beacon Athletics on specifications for the items that were desired for the project.

Beacon Athletics is one of the largest athletic equipment manufacturers in the country. During discussions with Kimley-Horn, Beacon Athletics informed Kimley-Horn that purchasing directly through Beacon Athletics would provide cost savings over the alternative of having the project contractor purchase the equipment through their project bid. Furnishings and equipment were selected, discussed, and then outlined and present in the bid document to be "supplied by owner".

BACKGROUND/SUMMARY

Beacon Athletics is a reputable company that serves park districts, municipalities, high schools, universities, and professional athletic teams with field equipment, design, and education. The equipment selected will be for the wiffleball field at Midway Park.

FINANCIAL IMPACT

The quoted items totaled \$36,936.00. These items were proposed and budgeted in the Midway Park Project. The Midway Park Project had an approved budget of \$1,800,000.00.

RECOMMENDED ACTION:

Staff's recommendation is for the approval of the quote from Beacon Athletics of \$36,936.00 for the purchase of furnishings and equipment for the wiffleball field installation for the Midway Park Improvement Project.

RESOLUTION NO. 23-R-___

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A
PROPOSAL FROM BEACON ATHLETICS AND APPROVING THE PURCHASE OF
CERTAIN EQUIPMENT AND FIXTURES FOR THE MIDWAY PARK
WIFFLEBALL FIELD AT AN ESTIMATED COST NOT TO EXCEED \$36,936.00**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of miscellaneous equipment and fixtures for the Midway Park Wiffleball Field in the Village; and

WHEREAS, Beacon Athletics has made an acceptable proposal to the Village to supply the required equipment and fixtures for the construction of a wiffleball field at Midway park.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1. The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2. The purchase of certain equipment and fixtures from Beacon Athletics as set forth in Beacon Athletics’ Proposal and general terms and conditions, attached hereto as Exhibit “A” and made a part hereof, all at an estimated cost not to exceed Thirty-Nine Thousand Nine Hundred Thirty-Six and 00/100ths Dollars (\$39,936.00), is hereby approved.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the purchase order and general conditions on behalf of the Village.

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SECTION 4. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 14th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**BEACON ATHLETICS’ PROPOSAL
AND GENERAL CONDITIONS**

Beacon Athletics
8233 Forsythia Street, #120
Middleton, WI 53562
(800) 747-5985



Bid Date: 7/10/2023
Salesperson: CHELSEA FINE
Fax #: (608)836-0724

BID# J23D1: MIDWAY PARK - WILLOWBROOK IL

Ship Via:		F.O.B:	Terms: Advance Payment	
Item Number	Unit	Quantity	Price	Amount
120-875-860	EACH	2.0	9,125.00	18,250.00
DUGOUT PREM 8X20 N PREMIUM TEAM DUGOUT - 8' H X 8' D X 20' L (MFR #ST820N) - NORTHERN U.S. DESIGN - INCLUDES POSTS, FRAME, AND ROOF (OPTIONAL CHAIN LINK NOT INCLUDED) - 26-GAUGE GALV METAL ROOF PANEL & STEEL SUPPORT COLUMNS ARE POWDER COATED - COLORS (FRAME AND ROOF): T.B.D. FROM MFR STD OPTIONS - SEE BELOW POWDER COATED STEEL FRAME COLOR OPTIONS (CHOOSE 1): ALMOND, BLACK, RED, GREEN, BURGUNDY, BLUE, YELLOW, BROWN, FOREST GREEN METAL ROOF COLOR OPTIONS (CHOOSE 1): LIGHT STONE, MOCHA TAN, OLD TOWN GRAY, PURE WHITE, FOREST GREEN, HAWAIIAN BLUE, BARN RED, GALVALUME ADD \$1,800 TO FINAL TOTAL FOR OPTIONAL STAMPED ENGINEERING REPORT *** ENGINEERING DISCLAIMER *** - ENGINEERING COST INCLUDES INITIAL ANALYSIS AND ONE (1) REVISION - ADDITIONAL REVISIONS WILL INCUR ADDITIONAL COSTS - IF MODIFICATIONS TO STANDARD DESIGN ARE DEEMED NECESSARY BY ENGINEERING ANALYSIS TO MEET SITE-SPECIFIC CRITERIA, ADDITIONAL MATERIAL CHARGES MAY APPLY *** IMPORTANT - PLEASE NOTE *** - OPTIONAL CHAIN-LINK FENCING NOT INCLUDED WITH DUGOUTS - MUST BE PROVIDED BY OTHERS. - COLORS MUST BE DECIDED BEFORE MANUFACTURING TIMELINE WILL BEGIN. SHIPPING COST FOR PREMIUM DUGOUTS: \$2,100				
115-855-055	EACH	4.0	665.00	2,660.00
ELITE DUGOUT BENCH (MFR. #ELTE) - 2-TIERED PLAYER BENCH - 34-3/8" H X 7-6" W X 29" D OVERALL SIZE - COMPOSITE DECKING LOWER SEAT & BACKREST - BENCHES ARE FREESTANDING, BUT CAN BE BOLTED TO THE WALL FOR STABILITY - PAINTED FINISH - COLOR T.B.D. SHIPPING FOR ELITE BENCHES: \$475				
315-165-010	EACH	2.0	65.00	130.00
BATTYSHACK BALL/BAT HOLDER - HEAVY-DUTY MOLDED PLASTIC CONSTRUCTION - HOLDS UP TO 5 BASEBALLS OR 6 SOFTBALLS - HOLDS UP TO 12 BATS - INCLUDES DRY ERASE LINEUP/BATTING ORDER CARD SHIPPING COST FOR BAT HOLDER: \$25				
125-107-259G	EACH	1.0	379.00	379.00
PLASTICAP 250 PLASTICAP™ FENCE TOPPER - 250' ROLL - 4-1/2" DIAMETER CORRUGATED PLASTIC PRE-SLIT POLY TUBING WITH UV-INHIBITORS - COLOR: GREEN TIES SOLD SEPARATELY (ITEM #125-107-029G)				

Beacon Athletics
8233 Forsythia Street, #120
Middleton, WI 53562
(800) 747-5985



Bid Date: 7/10/2023
Salesperson: CHELSEA FINE
Fax #: (608)836-0724

BID# J23D1: MIDWAY PARK - WILLOWBROOK IL

Ship Via:		F.O.B:		Terms:	Advance Payment
Item Number	Unit	Quantity		Price	Amount
125-107-029G	EACH	1.0		49.00	49.00
CABLE TIES, 18" LONG, 100/PK					
COLOR: GREEN					
125-100-640	EACH	1.0		65.00	65.00
FENCE CAP ZIPPER INSTALLATION TOOL					
- PAINTED STEEL CONSTRUCTION					
SHIPPING COST FOR PLASTICAP, TIES & ZIPPER TOOL: \$350					
115-765-249	EACH	2.0		3,899.00	7,798.00
3-ROW 27' LONG SINGLE PLANK BLEACHER (MFR #NB0327)					
- SIZE: 27' L X 30" H X 60" D					
- 100% WELDED ALUMINUM ANGLE FRAME					
- 10" WIDE SEAT AND FOOT PLANKS					
- SEATS 54					
*** IMPORTANT - PLEASE NOTE ***					
- DUE TO CONTINUAL CHANGES IN SPECIFICATION STANDARDS, PLEASE CHECK LOCAL BUILDING AND SAFETY CODES TO ENSURE BLEACHER COMPLIANCE					
-					
SHIPPING COST FOR BLEACHERS: \$950					
301-905-215	EACH	1.0		260.00	260.00
BEACON PRO STYLE BASE SET - SET OF 3					
- INCLUDES THREE (3) ANCHORS AND THREE (3) PLUGS					
335-210-300	EACH	1.0		229.00	229.00
BULLDOG FIELD EQUIPMENT PITCHING RUBBER					
- REGULATION SIZE 6" X 6" X 24"					
- 4"					
301-210-300	EACH	1.0		369.00	369.00
BULLDOG DOUBLE SIDED HOME PLATE					
- 3" THICK SOLID RUBBER					
SHIPPING COST FOR BASES, PITCHING RUBBERS, HOME PLATES & ACCESSORIES: \$125					
130-765-139	EACH	1.0		1,355.00	1,355.00
FOUL POLES - STANDARD, 12' HIGH (MFR #BSFOUL12)					
- SOLD PER PAIR WITH ASSEMBLY REQUIRED					
- 3-1/2" OD 13 GAUGE STEEL UPRIGHTS					
- 18" WIDE X 6' TALL EXPANDED METAL WING PANEL					
- OPTIC YELLOW POWDER-COAT FINISH					
- PERMANENT IN-GROUND MOUNT (GROUND SLEEVES NOT INCLUDED)					
GROUND SLEEVES CAN BE PURCHASED SEPARATELY (ITEM #130-765-109)					
130-765-109	EACH	1.0		485.00	485.00
GROUND SLEEVES FOR 12' AND 15' H STANDARD FOUL POLES					
- SOLD IN PAIRS					
SHIPPING COST FOR FOUL POLES & GROUND SLEEVES: \$200					

Continued

Beacon Athletics
8233 Forsythia Street, #120
Middleton, WI 53562
(800) 747-5985



Bid Date: 7/10/2023
Salesperson: CHELSEA FINE
Fax #: (608)836-0724

BID# J23D1: MIDWAY PARK - WILLOWBROOK IL

Ship Via:		F.O.B:	Terms:	Advance Payment
Item Number	Unit	Quantity	Price	Amount
160-107-019	EACH	3.0	219.00	657.00

DISTANCE MARKER, STANDARD

- 38" HIGH X 56" WIDE WITH 24" NUMERALS

- MINIMUM 13-OZ UV-TREATED VINYL MATERIAL WITH GROMMETED EDGES

PLEASE SPECIFY:

BANNER COLOR: FOREST GREEN

NUMERAL COLOR: AMBER

NUMERALS TO BE PRINTED: TBD

**** CUSTOMER RESPONSIBLE FOR CONFIRMING COLORS & PRINTED NUMERALS PRIOR TO ORDERING ****

SHIPPING COST FOR DISTANCE MARKERS: \$25

***** PLEASE NOTE *****

- * THE CUSTOMER IS RESPONSIBLE FOR FIELD CHECKING AND CONFIRMING ALL SIZES, DIMENSIONS AND MEASUREMENTS PRIOR TO ORDERING.
- * ALL CUSTOM ORDERS ARE FINAL UPON APPROVAL AND CANNOT BE RETURNED OR CANCELLED.
- * ALL FREIGHT ESTIMATES ARE F.O.B. TO THE PROJECT LOCATION
- * ALL ESTIMATES ARE SUBJECT TO FINAL ENGINEERING APPROVAL (IF REQUIRED). UNLESS EXPLICITLY STATED OTHERWISE, ENGINEERING IS TO BE DONE BY OTHERS AND IS NOT INCLUDED IN THIS QUOTE.
- * RECEIVER IS RESPONSIBLE FOR UNLOADING ALL SHIPMENTS - DELIVERY CONTACT IS REQUIRED.
- * INSTALLATION IS NOT INCLUDED IN THIS QUOTE.
- * SOME ITEMS MAY INCUR LEAD TIMES.
- * A DEPOSIT MAY BE REQUIRED TO PROCESS AN ORDER UNLESS CREDIT TERMS HAVE BEEN ESTABLISHED WITH, OR PRIOR AUTHORIZATION OBTAINED FROM, BEACON ATHLETICS.
- * THIS QUOTE VALID FOR 30 DAYS AFTER DATE OF QUOTE

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

Net Order:	32,686.00
Freight:	4,250.00
Sales Tax:	TBD
Order Total:	\$36,936.00

Less Deposit:	0.00
Order Balance:	\$36,936.00



BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

- 1. PRICES; PAYMENT.** The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement, Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.
- 2. CUSTOM ORDERS.** Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.
- 3. CHANGES AND CANCELLATIONS.** Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.
- 4. DELIVERY.** Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.
- 5. INSPECTION FOR DAMAGES AND ACCEPTANCE.** Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.
- 6. WARRANTIES.** Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer.
- 7. REMEDIES.** In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.
- 8. LIMITATION OF LIABILITY.** Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



- 9. INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.
- 10. COPYRIGHTS AND LICENSES.** Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.
- 11. FORCE MAJEURE.** Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.
- 12. GOVERNING LAW.** The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.
- 13. ACCEPTANCE.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.
- 14. MISCELLANEOUS.** The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: _____

Seller:

BEACON ATHLETICS, LLC

Buyer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Village of WILLOWBROOK

Community Development

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.**DATE:** August 14, 2023**SUBJECT:**

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27 AS APPROVED IN ORDINANCES NO. 06-O-27 AND 07-O-10 AND AMENDED IN ORDINANCES 07-O-22, 09-O-29 AND 11-O-12 APPROVING A MINOR CHANGE TO MODIFY THE PORTILLO'S HOT DOGS, LLC SIGNAGE AT ROUTE 83 AND PLAINFIELD ROAD, WILLOWBROOK TOWN CENTER

STAFF REPORT

TO: Mayor Trilla and Board of Trustees**FROM:** Michael Krol, Director of Community Development**THROUGH:** Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

The proposed Portillo's Planned Unit Development (PUD) amendment request is to relocate its main menu drive-through sign from its current location closer to the building and make the sign an illuminated digital-screen menu sign, and to install a digital-screen pre-sale menu board, commonly seen at fast-food establishments.

The digital main menu board sign will be reduced in square footage from 35.28 square feet to 21.49 square feet. The pre-sell menu board sign will also be a digital sign and increase slightly in square footage to 7.17 square feet from the previously approved illuminated directional drive-through sign of 3.12 square feet.

The proposed PUD amendment for the sign relocation meets all the sign criteria in the zoning code. The proposed signage menu board and pre-sale board combined are lower in square footage than previously approved signs. Section 9-4-11(E) of the Unified Development Ordinance allows for up to four (4) menu board signs for drive-through establishments, up to a total of one hundred (100) square feet, and all the signs are permitted to utilize electronically activated changeable copy message centers. The only sign that will have a changeable copy is the pre-sale board. The main menu board will remain static. There are no additional changes to the drive-through lanes, traffic flow, or number of off-street parking spaces.

BACKGROUND/SUMMARY

On August 28, 2006, the Village Board approved ordinance 06-O-27, which rezoned the property to the B-2 district, granted a special use permit for a PUD, granted variations from the Zoning Ordinance and Subdivision Regulations, and approved the Preliminary Plat of Subdivision and Preliminary Plat of PUD for the development of the Willowbrook Town Center. On May 29, 2007, the Village Board approved, Ordinance 07-O-10, granting approval of the Final Plat of Subdivision and PUD for the Town Center.

Previous ordinances pertaining to the Town Center include Ord. 06-O-27 (8/28/06), Ord. 07-O-10 (5/20/07), Ord. 07-O-22 (9/24/07). These ordinances rezoned the property to the B-2 district, granted a special use permit for a PUD, granted variations from the Zoning Ordinance and Subdivision Regulations, and approved the Preliminary and Final Plats of Subdivision and PUD for the development of the Willowbrook Town Center. Ord. 07-O-22 amended the Special Use Permit and Plat of PUD to allow for modifications to building foundations and easements.



The latest PUD amendment was granted under Ord. 11-O-12 for Portillo's, which relocated their drive-through entrance from the east side of the building to the northwest side of the building. This plan will push the entrance from the main aisle to three aisles further north, with the drive-thru queue in the drive aisle closest to and parallel to Route 83.

Staff has no objection to the minor PUD amendment, nor to the additional conditions to be included with the ordinance.

FINANCIAL IMPACT

There is no financial impact on the Village's budget.

RECOMMENDED ACTION:

Staff recommends approval of the ordinance.



Village of WILLOWBROOK

Mayor

Frank A. Trilla

Village Clerk

Deborah Hahn

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator

Sean Halloran

Chief of Police

Lauren Kaspar



Proud Member of the
Illinois Route 66 Scenic Byway

MEMORANDUM

MEMO TO: Frank A. Trilla, Mayor
Board of Trustees

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: August 3, 2023

SUBJECT: **Zoning Hearing Case 23-04:** Consideration and Recommendation amendment to a previously approved Planned Unit Development for Portillo's Restaurant, a minor PUD change for the relocation of the drive-through menu board signs. The applicant is Portillo's Hot Dogs, LLC. 2001 Spring Road, Suite 400, Oak Brook, IL 60523.

At a regular meeting of the Plan Commission held on August 2, 2023, the above referenced application was discussed, and the following motion was made:

MOTION: Made by Commissioner Kaucky and seconded by Commissioner Walec that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the proposed Amendment to a previously approved Willowbrook Town Center Planned Unit Development for Portillo's Restaurant, a minor PUD change for the relocation of the drive-through menu board signs.

ROLL CALL: AYES: Chairman Kopp, Vice Chairman Wagner, Commissioners Kanaverskis, Kaczmarek, Kaucky, and Walec;

NAYS: None

ABSENT: Baksay

MOTION DECLARED CARRIED

Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

DK:mk



Village of Willowbrook
Staff Report to the Plan Commission

Public Hearing Date:	August 2, 2023	
Village Board Receive & Vote:	August 14, 2023	
Prepared By:	Michael Krol, Director of Community Development	
Case Title:	Discussion Case No. PC 23-04: A petition requesting an amendment to a previously approved Planned Unit Development for Portillo's Restaurant, a minor PUD change for the relocation of the drive-through menu board signs.	
Petitioner:	Portillo's Hot Dogs, LLC. 2001 Spring Road, Suite 400, Oak Brook, IL 60523.	
Action Requested by	Consideration and approval of an amendment to a previously approved Planned Unit Development for Portillo's Restaurant, a minor PUD change for the relocation of the drive-through menu board signs.	
Location:	Southeast corner of Route 83 and Plainfield Road	
PINs:	09-23-406-018 and 09-26-200-010	
Existing Zoning:	B – Community Shopping District	
Proposed Zoning:	B – Community Shopping District	
Property Size:	23.89 acres	
Surrounding Land Use:	Use	Zoning
North	The Willows Shopping Center	B/PUD
South	Woodland Plaza	B/Special Use
East	Lake Willoway Condo	R5/PUD
West	Single Family Residential	Darien R-2

Necessary Action by Village Board: Consider the attached ordinance.



History & Background

Site Description

On August 28, 2006, the Village Board approved ordinance 06-O-27, which rezoned the property to the B-2 district, granted a special use permit for a PUD, granted variations from the Zoning Ordinance and Subdivision Regulations, and approved the Preliminary Plat of Subdivision and Preliminary Plat of PUD for the development of the Willowbrook Town Center. On May 29, 2007, the Village Board approved Ordinance 07-O-10, granting approval of the Final Plat of Subdivision and PUD for the Town Center.

Previous ordinances pertaining to the Town Center include Ord. 06-O-27 (8/28/06), Ord. 07-O-10 (5/20/07), Ord. 07-O-22 (9/24/07). These ordinances rezoned the property to the B-2 district, granted a special use permit for a PUD, granted variations from the Zoning Ordinance and Subdivision Regulations, and approved the Preliminary and Final Plats of Subdivision and PUD for the development of the Willowbrook Town Center. Ord. 07-O-22 amended the Special Use Permit and Plat of PUD to allow for modifications to building foundations and easements.

The latest PUD amendment was granted under Ord. 11-O-12 for Portillo's, which relocated their drive-through entrance from the east side of the building to the northwest side of the building. This plan will push the entrance from the main aisle three aisles to the north, with drive-thru queue in the drive aisle closest to and parallel Route 83.

Under this approval ordinance, the sign plan included a specifically positioned menu board sign and an illuminated drive-through directional sign, see Exhibit 2.

Exhibit 1: Aerial View of the Subject Property

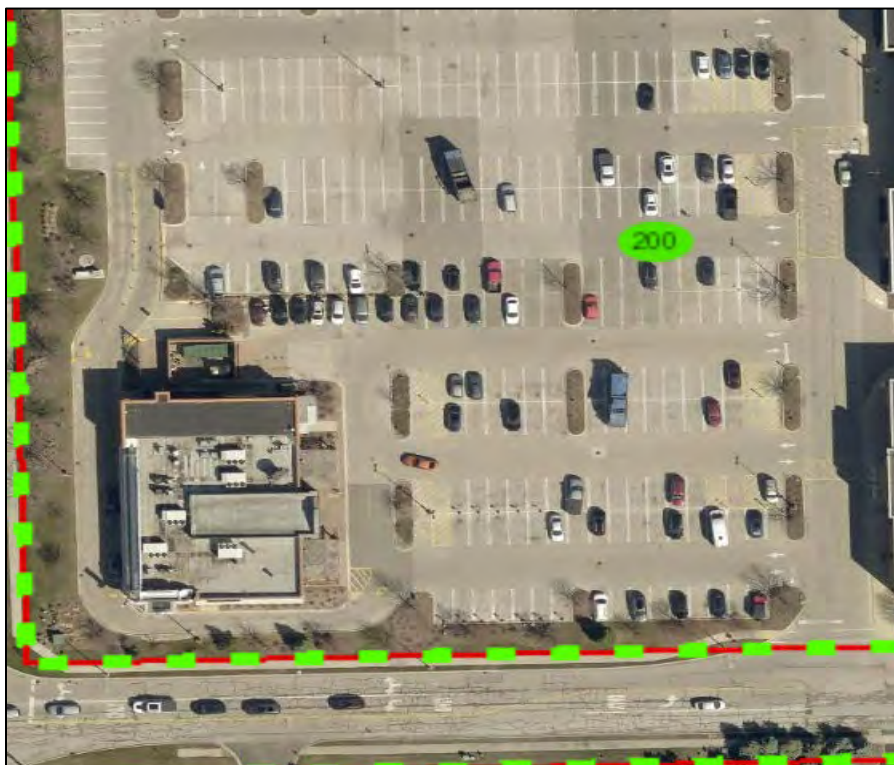
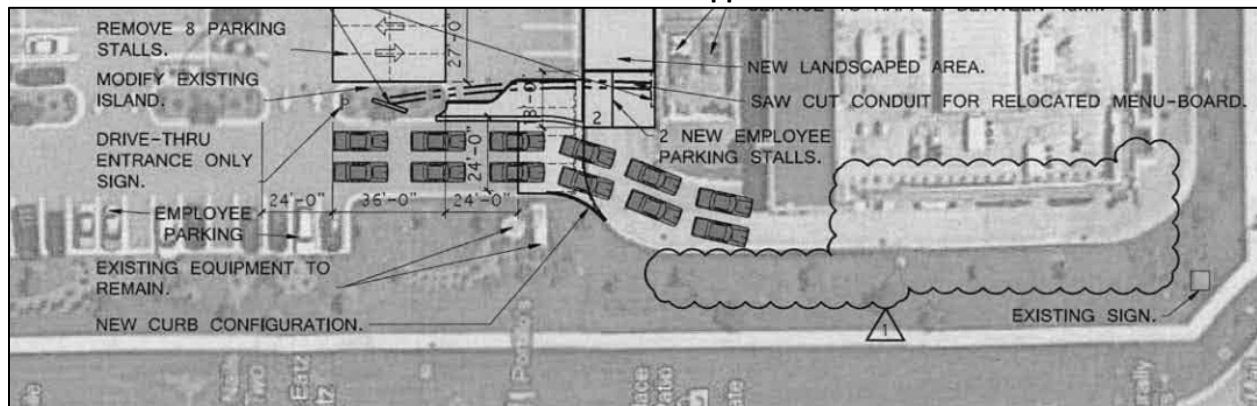




Exhibit 2: Ordinance 11-O-12 Approved Site Plan



Development Proposal

Portillo's is requesting to relocate their main menu drive through sign from its current location to closer to the building and make the sign a digital screen illuminated menu sign, commonly seen at fast-food establishments. The second proposed sign is to install a digital screen pre-sale menu board which will replace the previously approved illuminated directional sign for the drive-through entrance.

The digital main menu board sign will be reduced in square footage from 35.28 square feet to 21.49 square feet. The pre-sell menu board sign will also be a digital sign and increase slightly in square footage to 7.17 square feet from the previously approved illuminated directional drive-through sign of 3.12 square feet.

Staff Analysis

Appropriateness of Use

The proposed PUD amendment for the sign relocation meets all the sign criteria in the zoning code. The proposed signage menu board and pre-sale board combined are lower in square footage than previously approved. Section 9-4-11(E) of the Unified Development Ordinance allows for up to four (4) menu board signs for drive-through establishments, of up to a total of one hundred (100) square feet and all the signs are permitted to utilize electronic activated changeable copy message centers. The only sign that will have changeable copy is the pre-sale board. The main menu board will remain static. There are no additional changes to the drive-through lanes, traffic flow, or number of off-street parking spaces.

Landscaping

A small portion of the previously approved landscape plan will be affected by relocating the main menu sign. After the existing menu sign board is removed, the concrete base hole will be filled, and landscape plantings will be added to fill in the spot the menu board was located. This will be verified during the permit process. A landscape plan is attached to the Plan Commission packet.

Standards for Review for a Planned Development

Although most of the review standards below don't apply to this minor amendment, the following standards for review shall be utilized in the review of a planned development application, including any requested site development allowances and the modification standards proposed to justify those requests. No application for a planned development shall be approved unless the Plan Commission and Village Board finds that the application meets all of the following standards:



- (A) **Plan and Policy Alignment.** The planned development is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the Village.
- (B) **Integrated Design with Identifiable Centers and Edges.** The planned development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.
- (C) **Public Welfare.** The planned development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.
- (D) **Compatibility with Adjacent Land Uses.** The planned development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.
- (E) **Impact on Public Facilities and Resources.** The planned development is designed so that adequate utilities, road access, stormwater management, and other necessary facilities will be provided to serve it. The planned development shall include such impact fees as may be reasonably determined by the Village Board. These required impact fees shall be calculated in reasonable proportion to the impact of the planned development on public facilities and infrastructure.
- (F) **Archaeological, Historical or Cultural Impact.** The planned development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.
- (G) **Parking and Traffic.** The planned development shall have or make provision to provide necessary parking, ingress, and egress to the proposed use in a manner that minimizes traffic congestion in the public streets and provides adequate access for emergency vehicles.

Staff Recommendation

Community Development Department staff have no objection to the proposed PUD Amendment proposed and no additional conditions. The menu board sign types are permitted and do not exceed the Village standards set forth in the Unified Development Ordinance.

Discussion at the August 2, 2023, Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition held at the August 2, 2023, meeting. The following members were in attendance: Chairman Kopp, Vice Chairman Wagner, Commissioners Kanaverskis, Kaczmarek, Kaucky, and Walec. Commissioner Baksay was absent. No members of the public were in attendance and no public comments/questions were received prior to the meeting. The petitioners' sign contractor spoke on behalf of the applicant.

Motion

The following motion made by commissioner Kaucky was seconded by Walec and approved unanimously with a 6-0 roll call vote of the members present:



Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed Amendment to a previously approved Willowbrook Town Center Planned Unit Development for Portillo's Restaurant, a minor PUD change for the relocation of the drive-through menu board signs.

Documents Attached:

- Attachment 1: Notice of Public Hearing
- Attachment 2: Notice of Public Hearing Sign Posted
- Attachment 3: Legal Description
- Attachment 4: Ordinance 11-O-12 & Site and Sign Plan (7 pages)
- Attachment 5: Aerial Site Plan (11x17)
- Attachment 6: Landscaping Plan (11x17)
- Attachment 7: Pre-sell Menu (11x17)
- Attachment 8: Main Menu (11x17)

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Attachment 1
Notice of Public Hearing

VILLAGE OF WILLOWBROOK
Plan Commission

ADORDERNUMBER: 0001159938-01

PO NUMBER: Plan Commission

AMOUNT: \$11.00

NO OF AFFIDAVITS: 1

NOTICE OF PUBLIC HEARING
ZONING HEARING CASE NO. 23-04

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 2nd of August, 2023 at the hour of 7:00 P.M. in the Village Community Resource Center (CRC) Boardroom, 825 Midway Drive, Willowbrook, IL 60527.

The purpose of this meeting and public hearing shall be to consider a petition requesting an amendment to a previously approved Planned Unit Development for Portillo's Restaurant, a minor PUD change for the relocation of the drive-through menu board signs on the properties legally described as follows:

LOTS 1 AND 2 IN AMENDED AND RE-STATED PRESEVERANCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTION 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 IN HINSDALE HIGHLANDS ESTATES, ACCORDING TO THE PLAT OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954 AS DOCUMENT 728969 AND AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 10, 1964 AND RECORDED AUGUST 23, 1964 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED AND RE-STATED PLAT OF SAID PRESEVERANCE SUBDIVISION RECORDED OCTOBER 9, 2007 AS DOCUMENT NUMBER R2007-183886, DUPAGE COUNTY, ILLINOIS.

ADDRESSES: 7101 THROUGH 7199 S. KINGERY HIGHWAY, WILLOWBROOK, IL 60527
825 PLAINFIELD ROAD, WILLOWBROOK, IL 60527

PHNs: 09-23-406-018 and 09-26-800-010

The applicant for this petition is Portillo's Hot Dogs, LLC, 2001 Spring Road, Suite 400, Oak Brook, IL 60521.

Copies of the application and related documentation are on file in the office of Community Development, Village of Willowbrook, 830 Midway, Willowbrook, Illinois, and are available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Michael Krol, Village of Willowbrook, 830 Midway, Willowbrook, IL 60527, or call (630) 920-2262, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. This hearing may be recessed to another date if not concluded on the evening scheduled.

By: Susan Hukeman
Village Administrator
(630) 323-6215

Published in the July 18, 2023, edition of The Chicago Sun-Times Newspaper.
7/18/2023 #1159938

Chicago Sun-Times Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 (ILCS 5/0.01 et seq, R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959, Formerly Ill. Rev. Stat. 1991, CH100, Pl.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 07/18/2023

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized,
has caused this Certificate to be signed

By

Robin Munoz

Manager | Recruitment & Legal

This 18th Day of July 2023 A.D.



Attachment 2
Notice of Public Hearing Sign Posted





Attachment 3
Legal Description

LOTS 1 AND 2 IN AMENDED AND RESTATED PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTION 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 IN HINSDALE HIGHLANDS ESTATES, ACCORDING TO THE PLAT OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954 AS DOCUMENT 720969 AND AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 18, 1954 AND RECORDED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED AND RESTATED PLAT OF SAID PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9, 2007, AS DOCUMENT NUMBER R2007-183986, DUPAGE COUNTY, ILLINOIS.

ADDRESSES: 7101 THROUGH 7199 S. KINGERY HIGHWAY, WILLOWBROOK, IL 60527

825 PLAINFIELD ROAD, WILLOWBROOK, IL 60527

PINs: 09-23-406-018 and 09-26-200-010



Attachment 4
Ordinance 11-O-12 & Site Plan and Sign Plans (7 pages)

ORDINANCE NO. 11-O- 12

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27
AS APPROVED IN ORDINANCES NO. 06-0-27 AND 07-0-10
AND AMENDED IN ORDINANCES 07-0-22 AND 09-0-29
APPROVING A MINOR CHANGE TO MODIFY THE PORTILLOS DRIVETHROUGH
ROUTE 83 AND PLAINFIELD ROAD - WILLOWBROOK TOWN CENTER.

WHEREAS, on or about July 21, 2011, Willowbrook Town Center, LLC, as applicant, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, said application requested that the special use permit for a planned unit development relating to the SUBJECT REALTY, previously approved in Ordinance No. 06-0-27 and Ordinance No. 07-0-10 and as amended by Ordinances No. 07-0-22 and 09-0-29, be further amended to revise Sheet 2 of 3 of the Amended and Restated Preliminary and Final Plat of Subdivision and PUD - Perseverance Subdivision approved on September 24, 2007 by Ordinance 07-0-22, to allow for the relocation of the Portillos drive through (the "IMPROVEMENTS"); and

WHEREAS, the Second Amended and Restated Plat of PUD-Perseverance Subdivision attached hereto as Exhibit "B" has been prepared and is intended to supersede Sheet 2 of 3 of the Amended and Restated Preliminary and Final Plat of Subdivision and PUD Perseverance Subdivision, approved on September 24, 2007 by Ordinance 07-0-22; and



WHEREAS, pursuant to Section 9-13-4(C)6a of the Willowbrook Municipal Code, the Improvements requested herein do not qualify as a Major Change to a PUD, and therefore qualify as a Minor Change to a PUD pursuant to 9-13-4(C)6b of the Willowbrook Municipal Code; and

WHEREAS, pursuant to 9-13-4(C)6b of the Willowbrook Municipal Code, the Willowbrook President and Board of Trustees by ordinance may approve a Minor Change to a PUD without the requirement of any further public hearing; and,

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: That Special Use Permit No. 06-27, passed and approved in Ordinance No. 06-0-27 and 07-0-10 and amended in Ordinances 07-0-22 and 09-0-29, is hereby further amended so as to permit the Improvements, pursuant to the provisions of this Ordinance.

SECTION TWO: That the Second Amended and Restated Plat of PUD-Perseverance Subdivision, as prepared by Midwest Technical Consultants, Inc., Job No. 505-100, consisting of one sheet and latest revision dated July 26, 2011, attached hereto and incorporated herein as Exhibit "B", be and the same is hereby approved, and supersedes Sheet 2 of 3 of the Amended and Restated



Preliminary and Final Plat of Subdivision and PUD - Perseverance
Subdivision approved on September 24, 2007 by Ordinance 07-O-22.

SECTION THREE: That the approval granted in Section
Two is for the purpose of facilitating the Improvements defined
herein, and is expressly conditioned upon the following:

1. Improvements shall be constructed in substantial
conformance and compliance with the plans
attached hereto and made a part hereof as Exhibit
"C" (the "Approved Plans"), with final approval
subject to review by the Building Department for
compliance with building code requirements.
2. Portillo's shall coordinate deliveries and
dumpster service to occur only between the hours
of 4AM and 6AM.

SECTION FOUR: That the several terms and conditions
contained in Special Use Permit No. 06-27, as passed and approved
in Ordinance 06-O-27 and Ordinance No. 07-O-10 and as amended by
Ordinances No. 07-O-22 and 09-O-29 shall, to the extent not
expressly modified by the terms and conditions of this Ordinance,
remain in full force and effect as therein provided.

SECTION FIVE: That all ordinances and resolutions, or
parts thereof, in conflict with the provisions of this Ordinance
are, to the extent of such conflict, expressly repealed.

SECTION SIX: That this Ordinance shall be in full force
and effect from and after its passage and approval as provided by
law.



PASSED and APPROVED this 8th day of August, 2011.

APPROVED:

Robert A. Napoli
President

ATTEST:

Leroy R. Hansen
Village Clerk

ROLL CALL VOTE:

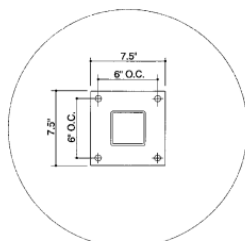
AYES: Baker, Kelly, Mistele, Berglund, Davi, Trilla

NAYS: 0

ABSTENTIONS: 0

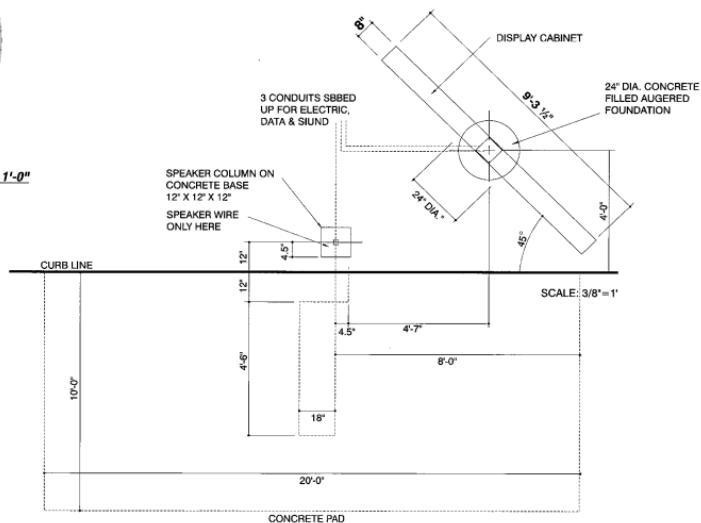
ABSENT: 0

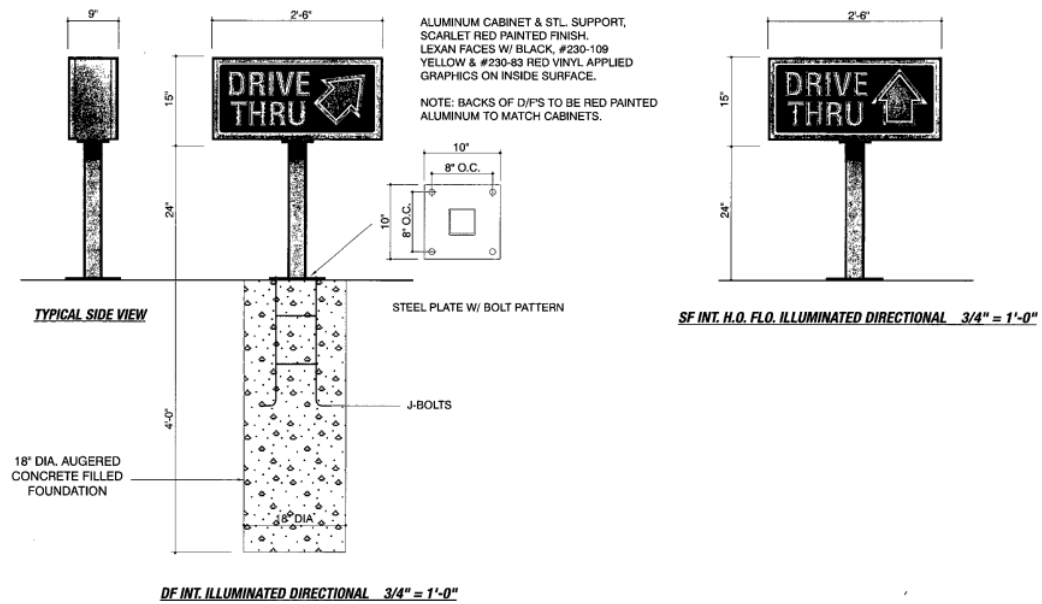




STEEL PLATE W/ 5/8" BOLT PATTERN 1 1/2" = 1'-0"

ILLUMINATED DRIVE-THRU MENU SIGNAGE 3/8" = 1'-0"
Typical installation overview







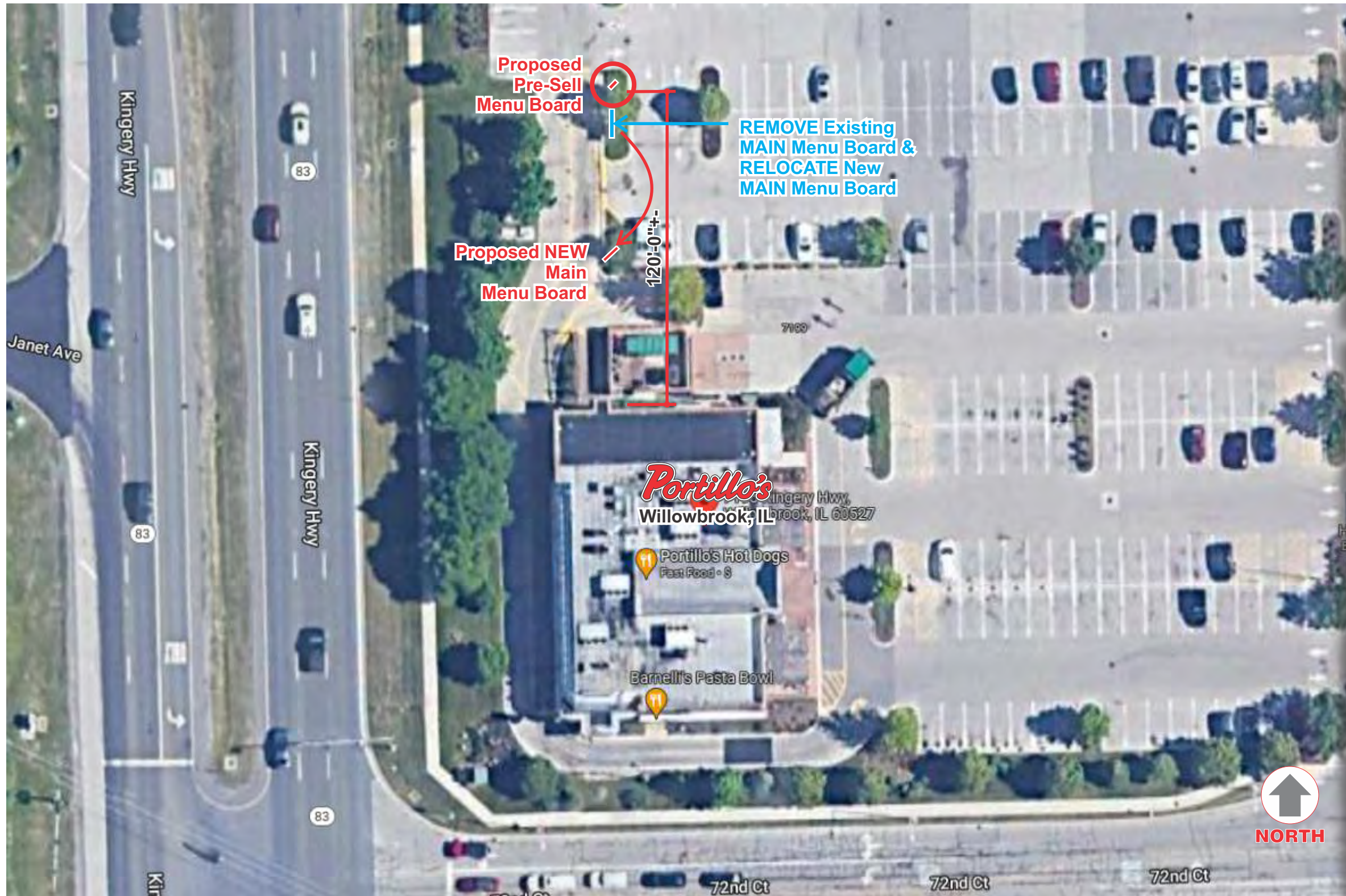
Attachment 5
Aerial Site Plan (11x17)

Attachment 6
Landscaping Plan (11x17)

Attachment 7:
Pre-Sell Menu (11x17)

Attachment 8:
Main Menu (11x17)

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Ariel Site Plan -

Portillo's
HOT DOGS • BEEF • BURGERS • SALADS

7195 Kingery Highway
Willowbrook, IL 60527

drawn by
PAMELA F

• job#: 22-9338
• 11-09-22
• rev.# 06-26-23

Comments:

OLYMPIK
SIGNS

1130 N. Garfield
Lombard, IL 60148

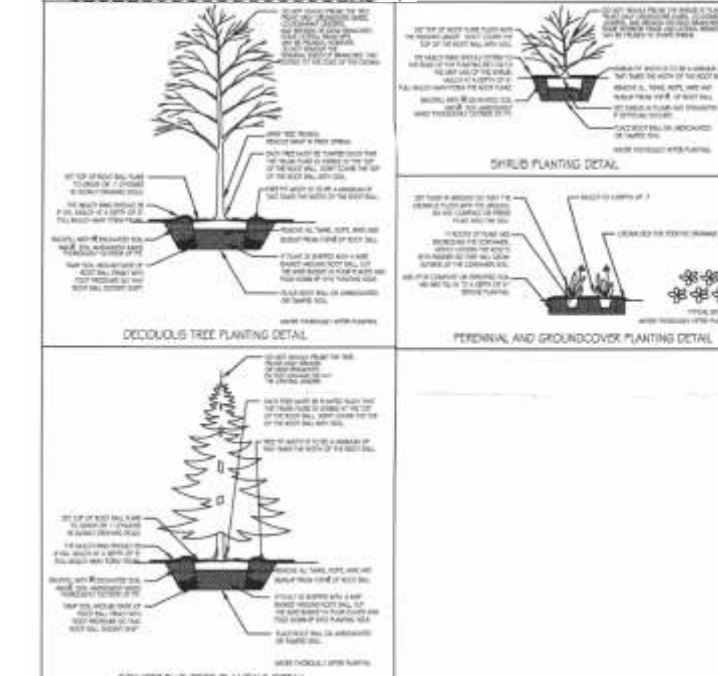
Ph.# 630.424.6100

Fx.# 630.424.6120

WWW.OLYSIGNS.COM

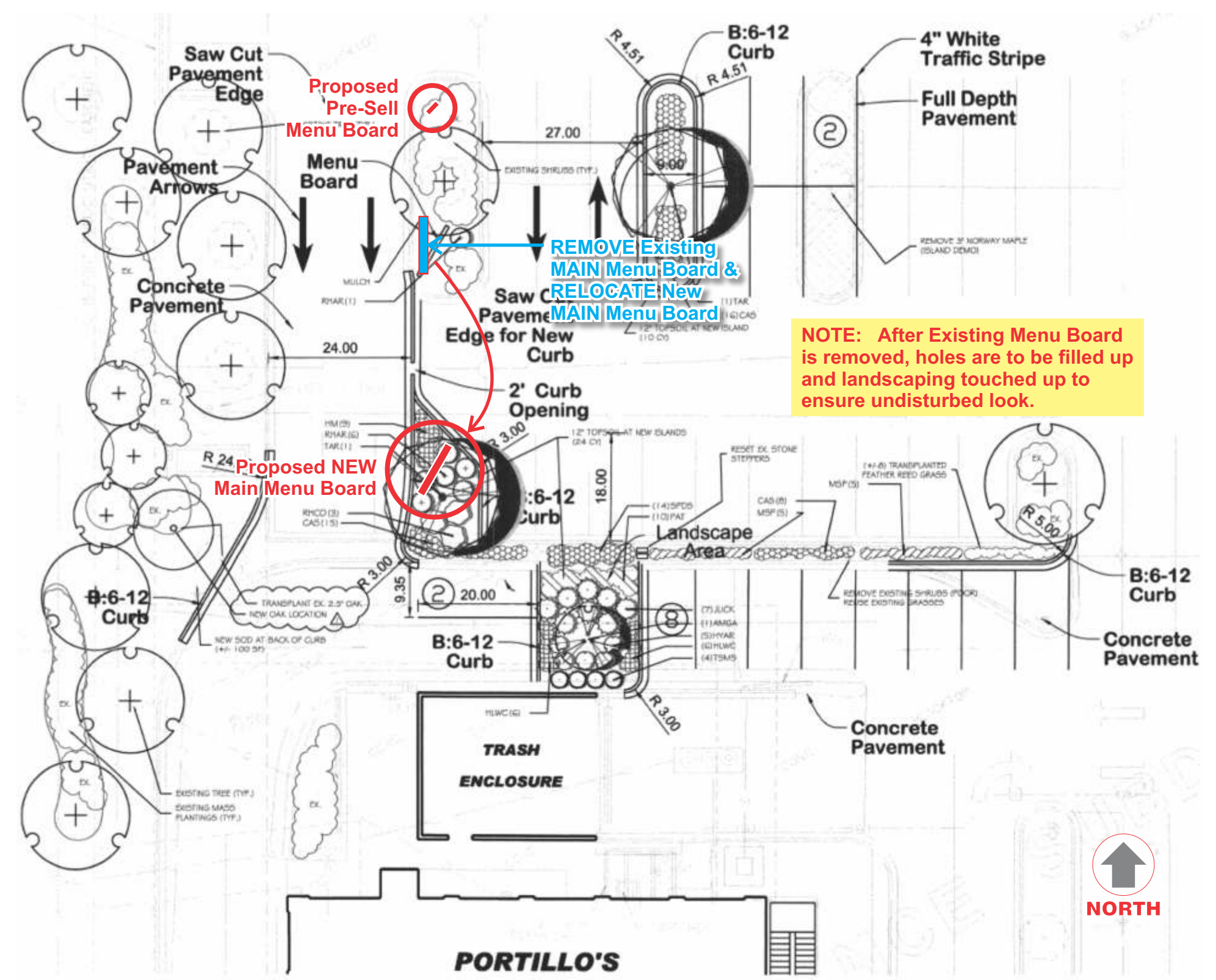
ARIEL SITE PLAN

- GENERAL NOTES**
1. Symbols and notes of plants listed in this plan are subject to substitution at time of installation. If substitutions are necessary, the landscape contractor shall submit all requests to the owner AND THE VILLAGE OF WILLOWBROOK for approval PRIOR TO INSTALLATION.
 2. All proposed changes are to be located prior to installing. If changes are made, the landscape contractor shall be responsible for making all necessary adjustments to the plan.
 3. All trees and shrubs with amended labels must be located outside of the existing site. Make notes and submit with 2" landscape notes and get them away from the site.
 4. Proposed and existing trees are to be located with 2" landscape notes and get them away from the site.
 5. Proposed and existing trees are to be located with 2" landscape notes and get them away from the site.
 6. The landscape contractor shall take all precautions to protect existing plants, lawns, and paved areas to remain. Any damage to these areas shall be repaired or replaced by the landscape contractor. Damaged areas are to be re-graded and restored with soil.
 7. All trees and shrubs are to be set with 2" landscape notes and get them away from the site.
 8. Apply a pre-emergent for grasses and broadleaf weeds to all shrub beds and tree trunks. Do not apply pre-emergent to beds of groundcovers or annuals.
 9. The contractor is to provide a landscape plan for a lawn or a bed with sufficient quality top soil. Topsoil to be 4" deep, or as less as possible. The landscape contractor is to provide free grade only. NEW TOPSOIL FOR ISLANDS PROVIDED AS ALTERNATE.
 10. All components to be installed (10-20" deep) are to be installed.
 11. Transplanted materials that are not of specimen quality shall not be replaced in bed with new material.



Portillo's Olive-Thru Renovation	Quantity	Botanical	Common	Size
TREES				
ARCA	1	Araucariox grandiflora 'Autumn Brilliance'	Autumn Brilliance' Senebier	750cl
TAR	2	Tilia americana 'Redmond'	Redmond American Linden	2188
EVERGREEN TREES				
TDMS	4	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	598
SHRUBS				
RHAR	5	Rhus glabra 'Aurea Compacta'	Aurea Compacta Smoother Hydrangea	5 gal
RHAR	7	Rhus glabra 'Aurea Compacta'	Go-Low Fragrant Sumac	5 gal
RHCO	3	Rhus glabra 'Aurea Compacta'	Morton Shining Sumac	5 gal
EVERGREEN				
JUCK	7	Juniperus chinensis 'Kallay Compact'	Kallay Compact Pfitzer Juniper	5 gal
PERENNIALS				
HLWC	12	Hemerocallis 'Little Wispac'	Little Wispac Daylily	1 gal @ 24" oc
HM	9	Hemerocallis hybrid 'Many Todd'	Many Todd Daylily	1 gal @ 24" oc
PM	10	Perovskia atrorubra	Russian Sage	1 gal @ 30" oc
ORNAMENTAL GRASSES				
CAS	30	Calamagrostis canadensis 'Stella'	Feather Reed Grass	1 gal @ 24" oc
MSP	10	Macrorhiza alternata 'Purpurea'	Flame Grass	1 gal @ 30" oc
SPDS	14	Sporobolus heterostachys	Plume Grass	1 gal @ 24" oc
MATERIALS				
BF	100	Soil (at New Curb)		
CY	11	Mulch		
SP	1,100	Bed Preparation (all new planting areas)		
LS	1	Transplant 1 Shade Tree (2.5') & Ornamental Grasses (+4)		
LS	1	Remove Def. Shrub (+1 20')		
ALTERNATE				
CY	34	Topsoil (3 new islands)		

TOPSOIL IS REQUIRED IN NEW ISLANDS. IT IS NOTED AS AN ALTERNATE TO BE INSTALLED BY LANDSCAPE CONTRACTOR IF IT IS NOT INSTALLED BY THE GENERAL CONTRACTOR.



NOTE: After Existing Menu Board is removed, holes are to be filled up and landscaping touched up to ensure undisturbed look.

Landscaping Plan -

Portillo's

HOT DOGS • BEEF • BURGERS • SALADS

7195 Kingery Highway
Willowbrook, IL 60527

drawn by
PAMELA F

• job#: 22-9338
• 11-09-22
• rev.# 06-26-23

Comments:

OLYMPIK
SIGNS

1130 N. Garfield
Lombard, IL 60148 Ph.# 630.424.6100

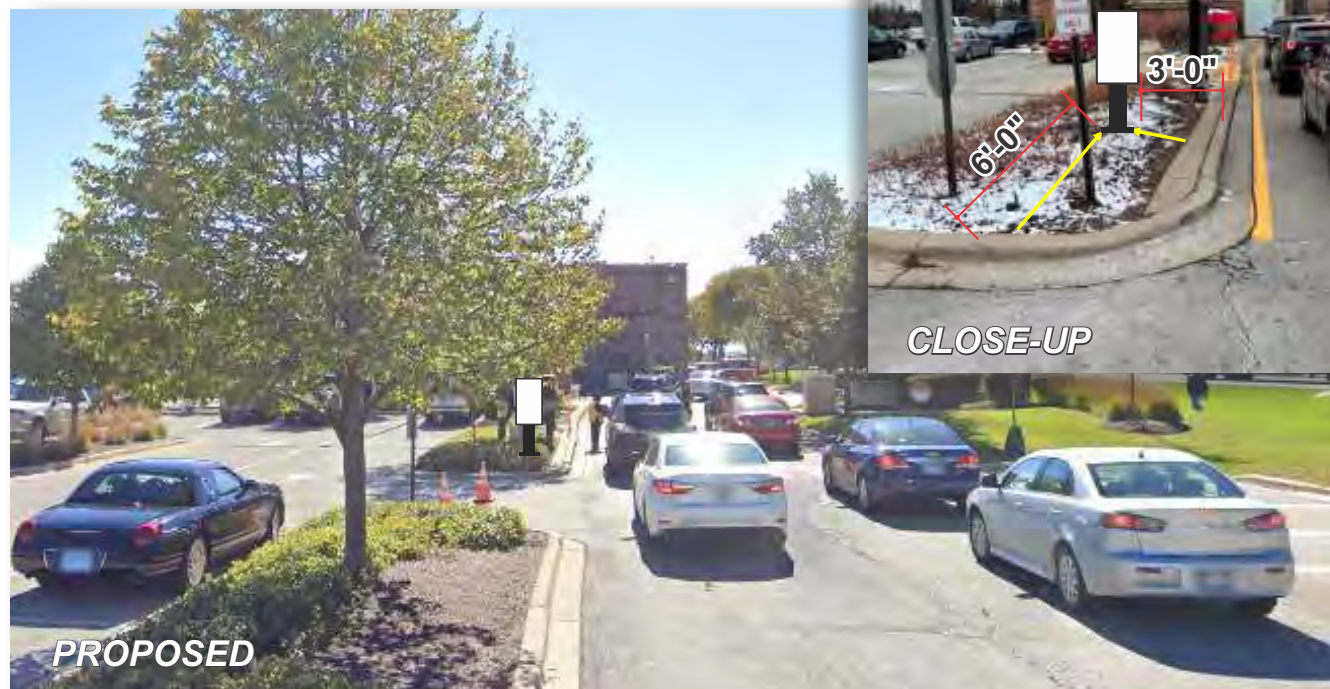
Fx.# 630.424.6120 **WWW.OLYSIGNS.COM**

LANDSCAPING PLAN



EXISTING

Drive-Thru Elevation - Before

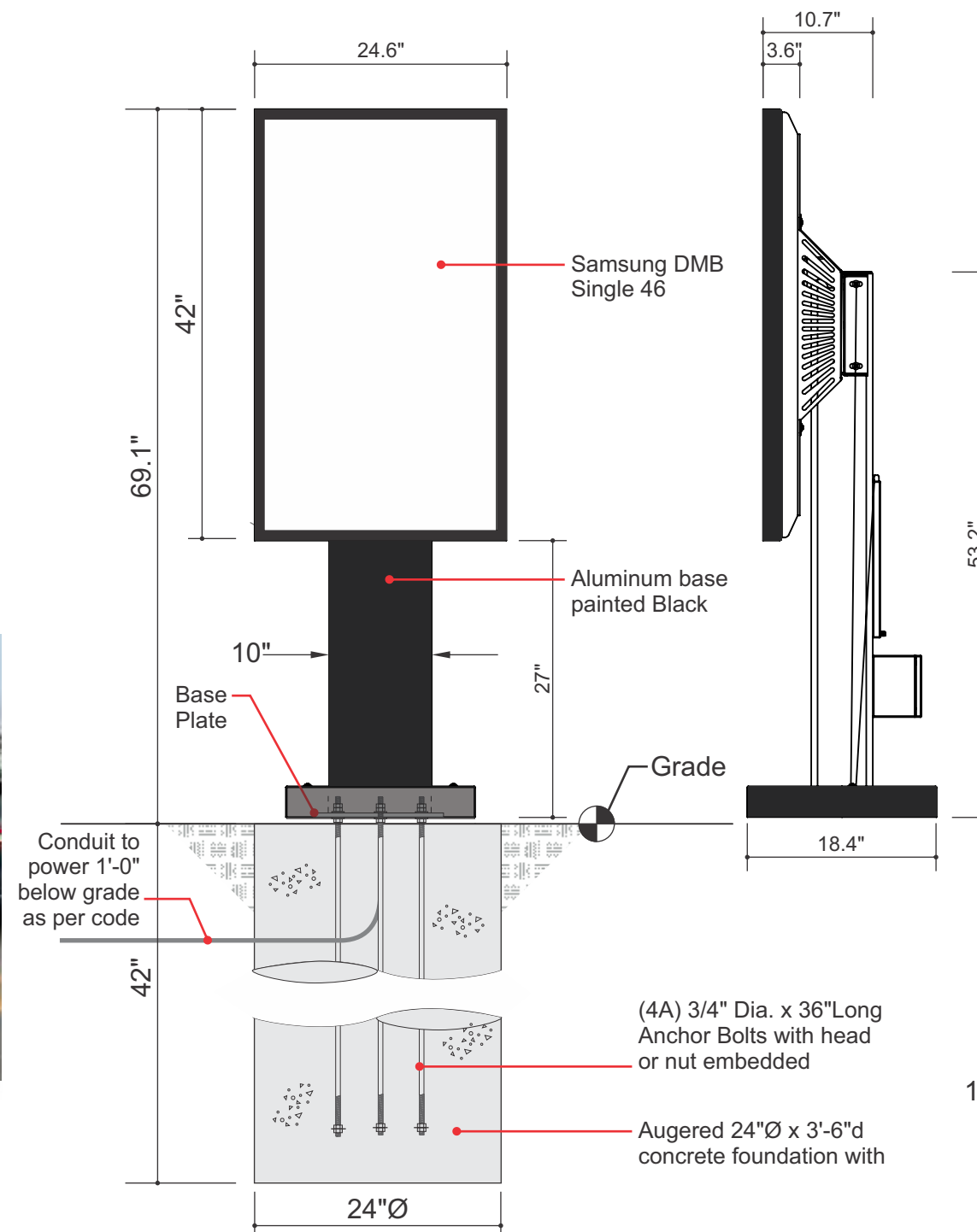


PROPOSED

Drive-Thru Elevation - AFTER



CLOSE-UP



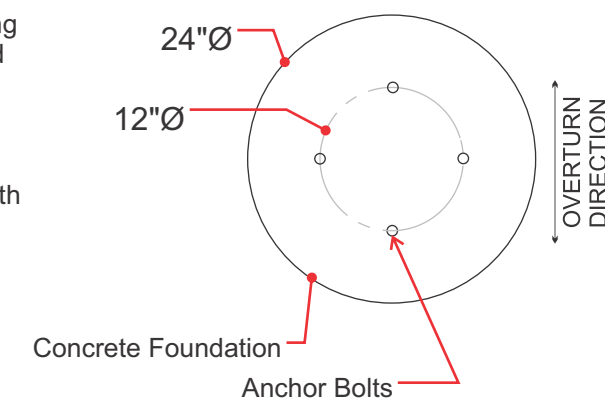
Front View - Example



Back View - Example

DIGITAL Pre-Sell Drive-Thru Menu Board -

Scale 3/4" = 1'-0"
Square Footage: 7.17



Foundation- Top View

Scale 3/4" = 1'-0"

Portillo's
HOT DOGS · BEEF · BURGERS · SALADS

7195 Kingery Highway
Willowbrook, IL 60527

drawn by
PAMELA F

• job#: 22-9338
• 11-09-22
• rev.# 06-26-23

Comments:

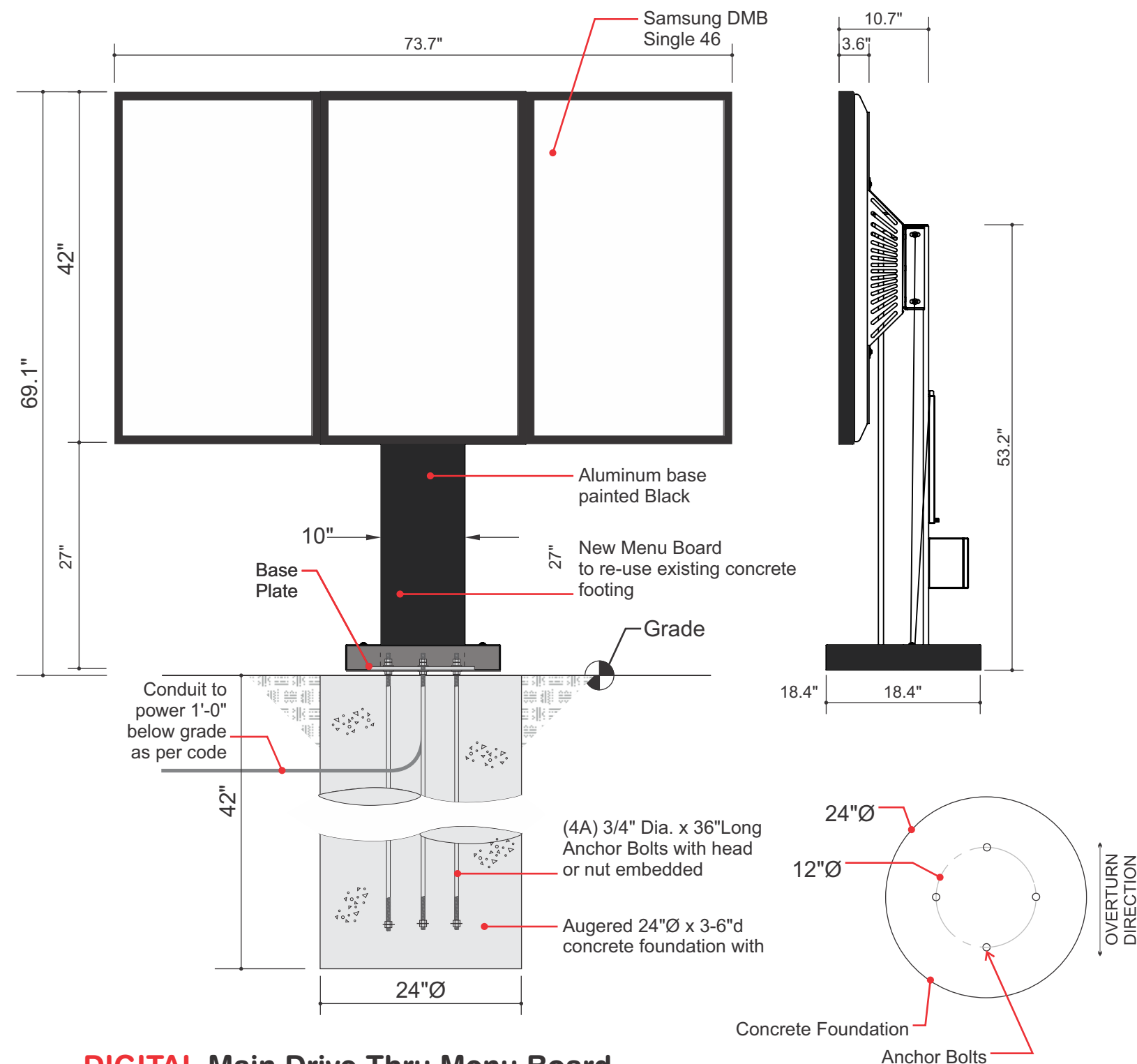
OLYMPIK
SIGNS

1130 N. Garfield
Lombard, IL 60148

Ph.# 630.424.6100

Fx.# 630.424.6120

WWW.OLYSIGNS.COM



Drive-Thru Elevation - *AFTER*

Portillo's®

HOT DOGS • BEEF • BURGERS • SALADS

7195 Kingery Highway
Willowbrook, IL 60527

drawn by
PAMELA F

- job#: 22-9338
- 11-09-22
- rev.# 06-26-23

Comments:

OLYMPIK
SIGNS

account representative / client
ROB WHITEHEAD
1130 N. Garfield
Lombard, IL 60148 Ph.# **630.424.6**

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page 5 of 6

MAIN MENU

ORDINANCE NO. 23-O_____

**AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 06-27 AS APPROVED IN
ORDINANCES NO. 06-O-27 AND 07-O-10 AND AMENDED IN ORDINANCES 07-O-22,
09-O-29 AND 11-O-12 APPROVING A MINOR CHANGE TO MODIFY THE
PORTILLO’S HOT DOGS, LLC SIGNAGE AT ROUTE 83 AND
PLAINFIELD ROAD, WILLOWBROOK TOWN CENTER**

WHEREAS, Portillo’s Hot Dogs, LLC, applicant, on behalf of Willowbrook Town Center, LLC (“Owner”), filed an application with the Village of Willowbrook with respect to the property legal described on Exhibit “A” attached hereto which is, by this reference, incorporated herein (“Subject Realty”); and

WHEREAS, on July 18, 2023, a public notice of hearing was published in the Chicago Sun-Times, being a newspaper having general circulation within the Village, as required by the Illinois Compiled Statutes and ordinances of the Village; and

WHEREAS, a public hearing was conducted by the Village of Willowbrook Plan Commission on August 2, 2023 on said application, at which hearing the Plan Commission received the evidence presented and made findings of fact and forwarded its recommendation for approval of the application to the Mayor and Board of Trustees of the Village of Willowbrook; and

WHEREAS, said application requested that the planned unit development relating to the Subject Realty, previously approved in Ordinance No. 06-O-27 and Ordinance No. 07-O-10, and as amended by Ordinances No. 07-O-22, 09-O-29 and 11-O-12, be further amended to relocate the current menu board, and install a presale menu board, both of which will be LED reader boards (the “Improvements”); and

WHEREAS, pursuant to Title 9, Chapter 8, Section 9-8-06(C)(6)(a) of the Willowbrook Municipal Code, the Improvements requested herein do not qualify as a Major Change to a PUD, and, therefore, qualify as a Minor Change to a PUD pursuant to Title 9, Chapter 8, Section 9-8-06(b) of the Willowbrook Municipal Code; and

WHEREAS, pursuant to Title 9, Chapter 8, Section 9-8-06(C)(6)(b) of the Willowbrook Municipal Code, the Willowbrook Mayor and Board of Trustees, by ordinance, may approve a Minor Change to a PUD without the requirement of any further public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1. That Special Use Permit No. 06-27, passed and approved in Ordinance No. 06-O-27 and 07-O-10 and amended in Ordinances 07-O-22, 09-O-29 and 11-O-12, is hereby further amended so as to permit the Improvements, pursuant to the provisions of this Ordinance.

SECTION 2. That the approval of the relocation of the current menu board and the installation of a presale menu board, both of which will be LED reader boards, granted in Section 1, is for the purpose of facilitating the improvements defined herein, and is expressly conditioned upon the following:

1. Improvements shall be constructed in substantial conformance and compliance with the plans attached hereto and made a part hereof as Exhibits “B” and “C” (the “Approved Plans”), with final approval subject to review by the Building Department for compliance with building code requirements.

SECTION 3. That the several terms and conditions contained in Special Use Permit No. 06-27, as passed and approved in Ordinance 06-O-27 and Ordinance No. 07-O-10, and as amended

by Ordinances No. 07-O-22, 09-O-29 and 11-O-12 shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

SECTION 4. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 5. That this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED and APPROVED this 14th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

Legal Description

LOTS 1 AND 2 IN AMENDED AND RESTATED PRESEVERANCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTION 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 IN HINSDALE HIGHLANDS ESTATES, ACCORDING TO THE PLAT OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954 AS DOCUMENT 720969 AND AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 18, 1954 AND RECORDED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED AND RESTATED PLAT OF SAID PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9, 2007, AS DOCUMENT NUMBER R2007-183986, DUPAGE COUNTY, ILLINOIS.

ADDRESSES: 7101 THROUGH 7199 S. KINGERY HIGHWAY, WILLOWBROOK, IL 60527

825 PLAINFIELD ROAD, WILLOWBROOK, IL 60527

PINs: 09-23-406-018 and 09-26-200-010

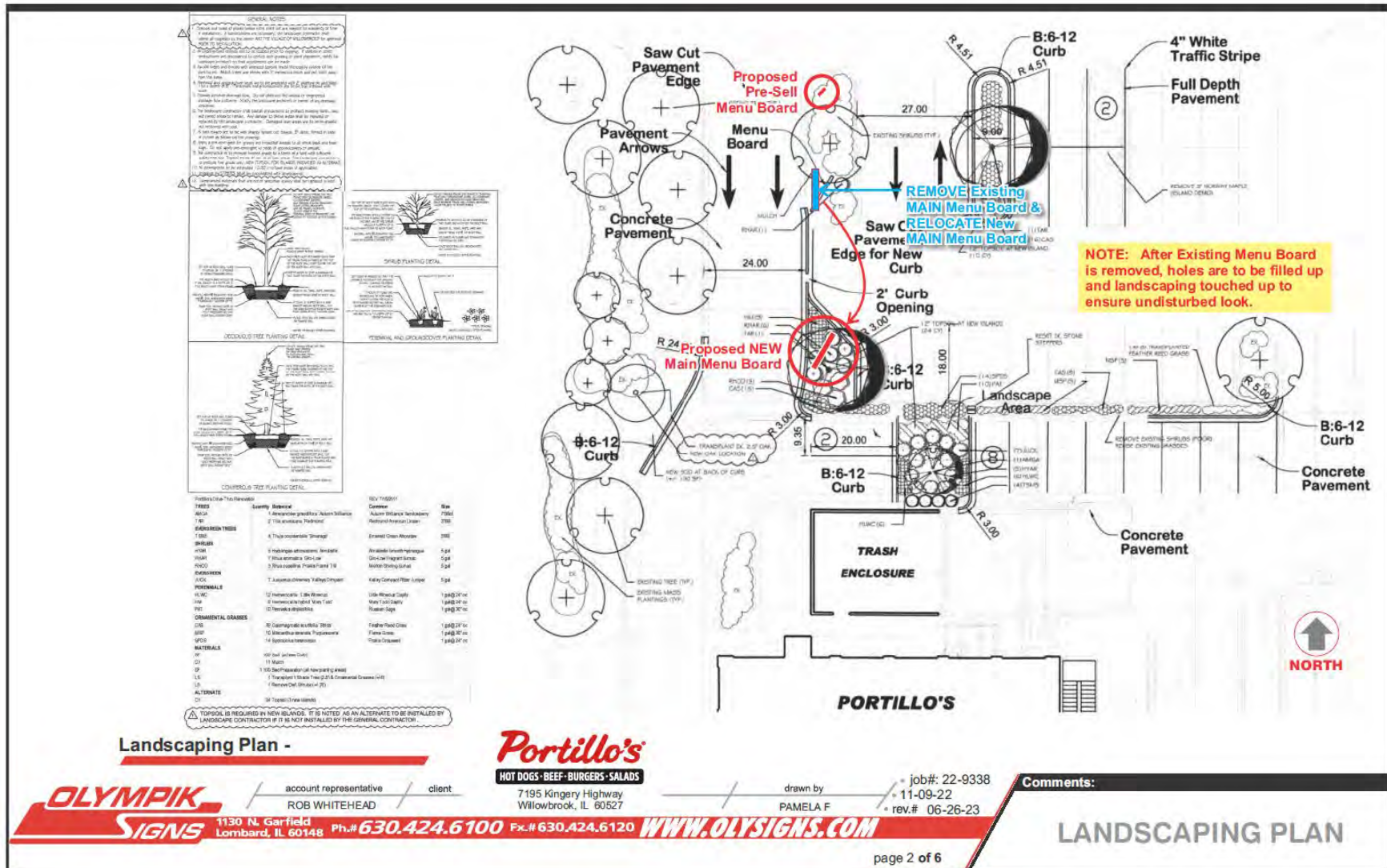
EXHIBIT "B"



Ariel Site Plan -

 HOT DOGS • BEEF • BURGERS • SALADS 7195 Kingery Highway Willowbrook, IL 60527		drawn by PAMELA F	job#: 22-9338 11-09-22 rev.# 06-26-23	Comm
OLYMPIK SIGNS 1130 N. Garfield Lombard, IL 60148 Ph.# 630.424.6100	account representative ROB WHITEHEAD client	Fx.# 630.424.6120 WWW.OLYSIGNS.COM		

EXHIBIT "C"





Village of WILLOWBROOK

Public Works

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 10. SUBJECT: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO FALCOS LANDSCAPING, INC. FOR THE CHERRY TREE LANE SIDEWALK INSTALLATION PROJECT	DATE: August 14, 2023
--	------------------------------

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Andrew Passero Public Works Foreman
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Approving the lowest responsible bidder for the Cherry Tree Lane sidewalk project.

BACKGROUND/SUMMARY

Cherry Tree Lane has an incomplete sidewalk between 7715 Cherry Tree Lane and Sheridan Drive on the east side right-of-way. As part of the 2023-24 budget, the Village Board approved funding of \$75,000 to complete a sidewalk that will primarily benefit the neighborhood near Gower West.

Staff hosted a bid opening on July 19th, 2023, and received seven bids. The lowest responsible bidder was Falco's Landscaping. Falco's Landscaping has done numerous sidewalk projects for Willowbrook in the past and has recently been awarded our concrete flatwork contract.

Falco's Landscaping	Triggi Const.	Davis Const.	J. Nardulli	Landmark	Alliance	MYS. Inc
\$65,018.75	\$66,562.50	\$81,162.50	\$89,150	\$101,741.50	\$102,226.25	\$116,593.75

FINANCIAL IMPACT

\$75,000 was budgeted for this project. Falco's bid came in at \$65,018.75. The Village will see a savings of \$9,981.25.

RECOMMENDED ACTION:

Staff recommends approval and award of the contract to Falco's Landscaping.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE
LOWEST RESPONSIBLE BIDDER AND AWARDED A CONTRACT
TO FALCOS LANDSCAPING, INC. FOR THE CHERRY TREE LANE SIDEWALK
INSTALLATION PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) publicly advertised for bids for the Cherry Tree Lane Sidewalk Installation Project (the “Project”); and

WHEREAS, the sealed bids received were publicly opened, examined and declared by officials of the Village on July 19, 2023 at 10:00 a.m.; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder for the overall Project is Falcos Landscaping, Inc. at a price of Sixty Five Thousand Eighteen and 75/100ths Dollars (\$65,018.75); and

WHEREAS, the Village has determined that it is the best interest of the Village to award a contract to Falcos Landscaping, Inc. for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find Falcos Landscaping, Inc.’s bid to be the lowest responsible bid for the Cherry Lane Sidewalk Installation Project.

SECTION 3: Award of Contract.

Falcos Landscaping, Inc. is hereby awarded a contract for construction and sidewalk installation of the Project, at a cost not to exceed Sixty Five Thousand Eighteen and 75/100ths Dollars (\$65,018.75), as set forth in Falcos Landscaping, Inc.’s bid proposal, subject to: the furnishing of the proper bonds and

execution of all contract documents.

SECTION 4: The contract documents shall consist of the contract, all special provisions and/or specifications, contractor’s certifications, and bid response.

SECTION 5: Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents with Falcos Landscaping, Inc. for sidewalk construction and installation, all on behalf of the Village of Willowbrook. A copy of said contract is attached hereto as Exhibit “A” and expressly made a part hereof.

SECTION 6: Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 14th day of August, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**CONTRACT WITH FALCOS LANDSCAPING, INC.
CHERRY TREE LANE – SIDEWALK INSTALLATION**

CONTRACT

THIS CONTRACT ENTERED INTO THIS _____ day of August, 2023 between Falcos Landscaping, Inc. (“Contractor”) and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interest of the Village to engage Contractor to perform the Cherry Tree Lane Sidewalk Installation Project in the Village of Willowbrook.

2. Contractor has submitted a bid to the Village for such sidewalk installation. Such bid, including all terms, conditions, requirements and specifications contained therein are incorporated herein as “Exhibit A” and expressly made a part of this Agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this Agreement and in “Exhibit A,” the terms of this Agreement shall control.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner, a sum not to exceed Sixty Five Thousand Eighteen and 75/100ths Dollars (\$65,018.75), prices and costs set forth in Contractor's Bid Response for the Project. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

8. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

9. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

10. Contractor agrees that, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), it will provide a drug-free workplace by:

A. Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:

(a) Abide by the terms of the statement; and

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) Contractor’s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance program;

and

(4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days, after receiving notice under Subparagraph 10(A) 3 (b) from an employee, or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

11. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals 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.

12. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

13. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and

the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's 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 Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or

voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

14. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will 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' 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.

15. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

16. The Contractor represents and warrants to the Village that neither it 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. The Contractor further represents and warrants to the Village that the Contractor 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 this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

17. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Contractor shall maintain limits no less than:

(1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) 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 \$1,000,000 per accident.

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

(1) Commercial General Liability and Automobile Liability Coverages:

- (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
- (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits

except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

18. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

19. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted

by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

20. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

21. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

22. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Falcos Landscaping, Inc., 4 N 151 5th Avenue, Addison, Illinois 60101, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received two days after such meeting.

23. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce

documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

24. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois
the day and year first above written.

Contractor:

FALCOS LANDSCAPING, INC.

By: _____
Falconeris Rosas, President and
its duly authorized agent

ATTEST:

Title:

Village of Willowbrook

By: _____
Frank A. Trilla, Mayor

ATTEST:

Village Clerk

EXHIBIT “A”

**FALCOS LANDSCAPING, INC.
BID PROPOSAL**

VILLAGE OF WILLOWBROOK DuPAGE COUNTY, ILLINOIS

NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL
CONTRACT
CONTRACT BOND

FOR

CHERRY TREE LANE – SIDEWALK INSTALLATION

Prepared By:

NOVOTNY ENGINEERING
545 PLAINFIELD ROAD, SUITE A
WILLOWBROOK, IL 60527
630/887-8640 Fax: 630/887-0132

Project No. 22224

July 2023

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<h1 style="text-align: center;">NOTICE TO CONTRACTORS</h1>	Owner: VILLAGE OF WILLOWBROOK
	Township: DOWNERS GROVE
	County: DuPAGE
	Project No. 22224

I. TIME AND PLACE OF OPENING OF BIDS:

Sealed Proposals for the improvement described herein will be received at the office of the Village Clerk, and shall be addressed: **ATTN: BID PROPOSAL, Village Clerk, Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527.** Sealed Proposals will be received until **10:00 a.m., on the 19th day of July 2023,** and will be publicly opened and read at that time.

II. DESCRIPTION OF WORK:

The proposed work is officially known as:

CHERRY TREE LANE - SIDEWALK INSTALLATION

and consists of constructing P.C. concrete sidewalk, complete with earth excavation, aggregate base installation, topsoil and sod parkway restoration, and all appurtenant construction.

III. INSTRUCTIONS TO BIDDERS:

- A. All applicable work will be in conformance with the "Standard Specifications for Road and Bridge Construction", dated January 1, 2022.
- B. Plans and proposal forms are available for download only from QuestCDN via the Novotny Engineering website, <http://novotnyengineering.com>, "Bidding" tab, for a non-refundable charge of \$40.00. Please contact Novotny Engineering (630-887-8640) to obtain the QuestCDN password.

Proposal forms are non-transferable. Only those Proposals that have been obtained from, and with the approval of, Novotny Engineering will be accepted at the bid opening.

- C. Only qualified Contractors who can furnish satisfactory proof that they have performed work of similar nature as Contractors will be entitled to receive Plans and submit Proposals. In order to meet this requirement, at the request of the Engineer, bidders will be required to submit a "Statement of Experience" consisting of a list of previous projects of similar nature in order to receive bid documents. The Owner reserves the right to issue Bid Documents only to those Contractors deemed qualified.

NOTICE TO CONTRACTORS, Cont'd.

- D. All Proposals must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five percent (5%) of the total amount of the Bid, or as provided in the applicable sections of the "Standard Specifications".
- E. No Bid may be withdrawn after opening of Proposals without the consent of the Owner for a period of forty-five (45) days after the scheduled time of opening of Bids.
- F. The Contractor will be required to furnish a labor and material "Performance Bond" in the full amount of the Contract.
- G. The Contractor will be required to pay Prevailing Wages in accordance with all applicable laws.

IV. AWARD CRITERIA AND REJECTION OF BIDS:

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Village in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility. The Village reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements, and to waive technicalities.

**BY ORDER OF:
VILLAGE OF WILLOWBROOK
MAYOR AND BOARD OF TRUSTEES**

**Deborah A. Hahn (s)
Village Clerk**

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SPECIAL PROVISION

The following Provisions, as marked with an "X", shall apply to this Proposal:

☐

PREQUALIFICATION OF BIDDERS

Prequalification of bidders in accordance with the "Special Provision for Bidding Requirements and Conditions for Contract Proposals" of the "Supplemental Specifications and Recurring Special Provisions" that are in effect on the date of the "Invitation for Bids" or the "Notice to Contractors" will be required of all bidders on this Proposal.

Therefore, before securing a Proposal form, the Contractor must submit evidence of prequalification by furnishing the Engineer with a current "Certificate of Eligibility" from the Illinois Department of Transportation for this kind of work.

☐

AFFIDAVIT

Bidder shall complete and submit with his Proposal an "Affidavit of Availability" (Form BC 57) listing all uncompleted Contracts, including subcontract work, all pending low bids not yet awarded or rejected, and equipment available.

☒

"STATEMENT OF EXPERIENCE" REQUIREMENT

Bidders who have **not** previously demonstrated their ability to perform this type of work with the Engineer shall submit a "Statement of Experience" consisting of a list of previous projects of similar nature for evaluation by the Engineer in order to receive Plans. The Owner reserves the right to issue Bid documents only to those Contractors it deems qualified.

In addition, at the request of the Engineer, the low bidder must submit a complete list of **all** projects performed within the last 24 months. This list shall consist of the name of the Owner, the size, type, and nature of the project, the cost, a key contact person and their phone number. This list shall be reviewed and evaluated by the Engineer to serve as a basis for making a recommendation of award of a Contract to the Owner.

SPECIAL PROVISION

SUBMITTING BID DOCUMENTS

Some of the documents included in this booklet include the inscription "**Return with Bid**". It should be understood that this Provision supplements Section 102 of the "Standard Specifications", and gives the Contractor the option of submitting the entire "Specification Booklet" as his Proposal, or just certain forms marked "Return with Bid". If the Contractor elects to return only certain pages and not the entire book, he shall insure that all said marked pages are returned including, but not limited to, the Cover Sheet, Bid Bond, Bidder's Affidavit, Proposal, all Certifications, and any Addenda.

Also, the Plans, Specifications, and other documents designated in the Proposal booklet will be considered part of the Proposal whether attached or not. Any Addenda officially issued shall be attached to the Cover Sheet of the Proposal booklet when the bid is submitted, with the content of the Addenda being incorporated into the unit prices submitted in the bid.

Proposal forms are non-transferable. Only those Proposals that have been obtained from, and with the approval of, Novotny Engineering, will be accepted at the bid opening.

SPECIAL PROVISIONS

The "Standard Specifications for Road and Bridge Construction", as prepared by the Illinois Department of Transportation, dated January 1, 2022, shall govern all work included in this project. The "Supplemental Specifications and Recurring Special Provisions", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "National Electric Code", which are in effect on the date of invitation for bids shall also govern, as appropriate. The following Special Provisions included herein apply to and govern the proposed improvement and, in case of conflict with any part or parts of said Specifications, said Special Provisions shall take precedence and shall govern.

DEFINITIONS: The following list of definitions amends Section 101 of the "Standard Specifications for Road and Bridge Construction".

Owner - Shall mean the awarding authority of the agency who is to be a party of this Contract, i.e., Mayor and City Council, President and Board of Trustees, Board of Commissioners, or other governmental body as appropriate.

Engineer - Shall mean Frank Novotny & Associates, Inc. dba Novotny Engineering, their officers, employees, and agents who are employed by the Owner to act as their professional representative on the project.

Project - Shall mean all work described and/or shown in the Plans and Specifications that are part of the Contract between the Contractor and the Owner.

PREVAILING WAGE RATES: This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. (the "Act"). The Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors and Subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

The schedule of prevailing wage rates current as of the time of these Specifications is attached hereto and made a part hereof. Should a change in the schedule of prevailing wage rates occur during the term of any Contract and cause an increase in the cost of labor to any Contract, Subcontractor or sub-Subcontractor, such an increase shall not be the basis for any change order or change in the construction cost to Owner.

PREFERENCE IN EMPLOYMENT: No person shall be refused or denied employment in any capacity on the grounds of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected 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 Owner.

The Illinois Human Rights Act applies fully to this Contract and this Contract shall be performed in all respects in compliance with the Illinois Human Rights Act 775 ILCS 5/1-101, et seq., and the Illinois Public Works Employment discrimination Act 775 ILCS 10/0.01, et seq.

MAN.5(Rev.)07/2016

LAWS TO BE OBSERVED: The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and Municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders or decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, Subcontractors and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all of its officers, agents, and employees, and the Engineer against any claim, loss, or liability arising or resulting from or based upon the violations of any such law, ordinance, regulation, order or decree, whether by himself or by his agents, Subcontractors or employees. If any discrepancy or inconsistency is discovered in the Plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders, or decree, the Contractor shall forthwith report the same to the Engineer.

REVIEW OF PROJECT SITE AND CONTRACT DOCUMENTS: By preparing his bid on the Project, the Contractor acknowledges and agrees that the Contract Specifications and drawings are complete, and sufficient to enable the Contractor to determine the cost of the work and to enable him to construct the work, in accordance with all applicable laws and regulations governing the work, and otherwise to fulfill his obligations under and as provided in the Contract. The Contractor further acknowledges that he has visited and examined the site, including all physical and other conditions affecting the work and is fully familiar with all of the conditions affecting the same and has considered all these factors in preparing his bid.

In connection therewith, the Contractor specifically represents and warrants to Owner that he has, by careful examination, satisfied himself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and surface water conditions of the site and the surrounding area, and subsurface conditions and subsurface water conditions (if a Soils Report is available for examination prior to the bid date); (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the work in the manner and within the cost and time frame required by the Contract. All work shall conform to the Contract, including the drawings and Specifications. No change therefrom shall be made without Owner's and Engineer's prior written approval.

PROJECT ENGINEER: The bidder is hereby advised that although the above-designated Standard Specifications shall govern the construction of this improvement, the Illinois Department of Transportation will not have jurisdiction over the construction. Jurisdiction for this improvement will be vested in the Owner and their duly authorized representative, Novotny Engineering, 545 Plainfield Road, Suite A, Willowbrook, Illinois 60527, 630/887-8640.

The Engineer shall have the authority to review and periodically observe the Contractor's performance for compliance with the Plans and Specifications, make all interpretations in the Plans and Specifications, condemn or reject work that is found not to be in compliance, determine the amounts to be paid to the Contractor, and make minor changes in the work that he deems necessary and to be in the best interest of the Owner.

The Engineer is not responsible for advising the Contractor on various construction methods, means, techniques, sequences, procedures, or any safety precautions, and has no authority in giving the Contractor any instructions in this regard. The Engineer is not a project supervisor. All supervisory responsibilities are that of the Contractor.

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

Additionally, the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner in connection with this project, or the failure of the Owner, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with these Contract documents.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation building codes, the Americans with Disabilities Act, the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future Contracts of subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, or the Contract 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. During the performance of this Contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, 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, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising

such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;

- (e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contractor's obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply herewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two (2) types of subcontracts referred to under Paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,
- (b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

EXECUTION OF CONTRACT: The Contract shall be executed by the successful bidder and returned together with the Contract Bond within seven (7) days after the Contract has been mailed to the bidder.

FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to execute the Contract and file acceptable Bonds within seven (7) days after the Contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Proposal Guaranty, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under Contract, or otherwise, as the Owner may decide.

NOTICE TO PROCEED: Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the Contract Document, after which the Contractor shall have seven (7) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

CONTRACTOR PAYMENTS: The Contractor will be paid from funds allocated for financing the project at monthly intervals in accordance with the provisions as outlined in the Standard Specifications. At the end of each calendar month, the Contractor shall submit to the Engineer a sworn statement of the value of work completed to date, a breakdown of amounts remaining to be completed, and partial Waivers of Lien from himself and all Subcontractors and material suppliers, and a sworn statement that those vendors are a complete list of all vendors that are employed on this Contract to complete the required work. All Waivers of Lien will be on the long form, a sample of which is attached hereto. The Owner will accept a single waiver from the General Contractor for the first payment, with full waiver submittals, as described above, for all subsequent payouts. All partial Waivers shall be considered to be "Waivers of Lien to Date".

For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract Specifications, subject to 1) any evaluation of such work as a functioning project upon substantial completion, 2) the results of any subsequent tests permitted by the Contract, and 3) any defects or deficiencies not readily apparent upon inspection of the work.

For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Owner and the Engineer.

The Contractor shall receive final payment within thirty (30) to forty-five (45) days after issuance of the final payment authorization by the Engineer and receipt by the Owner of all required Contractor submissions in accordance with the Contract documents including, without limitation to an application for payment, together with a Contractor's sworn statement in a form acceptable to the Owner, final Waivers of Lien from the Contractor, all Subcontractors and material suppliers in a form acceptable to the Owner, and such other supporting documentation as the Owner may reasonably require to assure proper completion of the work free and clear of third party claims.

Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

EXISTING UTILITIES: Existing public utilities, such as water mains, sewers, gas lines, street lights, telephone lines, electric power lines, cable television, etc., shall be protected against damage during the construction of this project. Whenever the location of an existing utility is known, the approximate location of said utility is indicated on the Plans. This information is given only for the convenience of the bidder and the Owner assumes no responsibility as to the accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances in their present or relocated positions, whether shown on the Plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required in prosecuting the work due to the existence of said utilities.

The Contractor shall contact the Owners of all public and private utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the Contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

The adjustment of all facilities of Nicor, AT&T, ComEd, Cable Television, etc., shall be done by the respective utility company and, if a conflict is known, are indicated on the Plans as to be done **"BY OTHERS"**. All other utility adjustments to sewer, water, and other local facilities under the control of the Owner shall be performed under this Contract and will be paid for under the respective items in the Contract, unless otherwise indicated on the Plans or directed by the Engineer.

The Contractor shall contact **J.U.L.I.E. (1-800-892-0123)** at least 72 hours prior to commencement of work, for public utility locations. The Contractor shall also contact the Water Department of the Owner for location of their facilities, the Department of Public Works of the Owner for location of street lighting cable and sanitary sewers, and the Sanitary District, County, or local Water Commission for location of their facilities if not serviced by a municipal system. In areas on or adjacent to State or County highways, the Contractor shall notify the Electrical Department of the appropriate agency for location of traffic signal equipment. Any cost incurred for the locating of electric or traffic control facilities shall be borne by the Contractor, and no extra compensation shall be allowed.

UTILITY REPAIR: Whenever the Contractor or any Subcontractor damages an underground utility under the jurisdiction of the Owner or other Municipal agency, the Contractor shall proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair Contractor of his own choosing or utilizing his own forces to make the necessary repairs. He shall furnish all labor, materials, and equipment necessary to restore any pipe-line, conduit, service line, etc. to their full and permanent service condition or cause them to be completed using outside Contractors.

All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by this interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within one week's time (seven (7) days). The Engineer will be the sole authority in directing the Contractor as to the extent of work required to correct the damage to the standards expected by the Owner and as to what repairs need to be handled immediately, and what can be deferred for a week's time. Should the necessary permanent repairs not be done within the time frame stated above, the Owner reserves the right to make the necessary arrangements to have said repairs made by their own maintenance Contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor due to accidental damage. Any damage done to other public or private utilities shall be reported to the respective utility immediately and the Contractor shall be totally liable for any and all costs for said damage.

PUBLIC NOTIFICATION: When directed by the Owner to notify the public that certain activities included in this project may adversely affect or remove access to their property, buildings, or surroundings, the Contractor will be required to distribute "NOTICES" door to door. This may be necessary when driveway access is altered or removed, water service is to be interrupted, or when any other situation arises that requires the public to be notified. The Contractor shall furnish all necessary personnel to properly distribute said "NOTICES" as directed by the Owner or the Engineer in a time frame to be established by the Owner. All "NOTICES" shall be drafted by the Owner and/or Engineer and furnished to the Contractor for distribution. No "NOTICES" will be distributed that are not endorsed by the Owner or that are not on the Owner's letterhead. No additional compensation will be allowed for this effort.

PROJECT SAFETY: The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), applicable provisions and regulations of the Occupational Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (Revised), and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America as applicable. The Contractor, Engineer, and Owner shall each be responsible for his own respective agents and employees. Neither the Engineer nor Owner have the authority to stop work should the Contractor be in violation of State and Federal Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

The Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the work. The Contractor shall provide and erect barricades or other safeguards which are adequate to warn of danger at the site and to protect persons and property from injury resulting from the work and shall otherwise comply with the requirements of the Contract Documents regarding matters of safety.

CONSTRUCTION LAYOUT MATERIALS: Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

Once the stakes have been set, the Contractor shall exercise proper care for the preservation of these stakes to prevent unnecessary losses and additional cost for restaking. Negligence on the part of the Contractor for preserving these stakes serves as just cause for the Engineer to be compensated for the additional cost of resetting those stakes which are displaced. The Engineer will be compensated for his actual cost to reset said stakes, including all labor and materials furnished by the Engineer. All other provisions of the aforementioned section shall apply to this Contract.

INSPECTION OF MATERIALS: All hot-mix asphalt and concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA requirements.

The Contractor is to submit a QC plan for hot-mix asphalt and concrete materials to the Project Engineer for approval prior to construction operations commencing.

QC reports for hot-mix asphalt and concrete mixtures will be transmitted to the Project Engineer by the Contractor daily during production. The Project Engineer shall review and approve all QC reports prior to finalizing the project. A minimum of five percent (5%) of the contract amount will be withheld from the Engineer's Payment Estimate pending receipt of all QC documentation and approval by the Project Engineer.

The Contractor's attention is directed to Section 406.07(c) of the Standard Specifications. The Contractor will be required to cut cores from the completed pavement at the station or at locations determined by the Engineer. Nuclear Density Acceptance may be used in lieu of cores if both Quality Control and Quality Assurance have correlated nuclear gages.

INCIDENTAL CONSTRUCTION: Whenever the performance of work is indicated on the Plans or required in the Specifications and no provision is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. If such work is included on the Plans and not the Specifications, or vice versa, it shall be considered to be required in both and included in the work required under the Contract.

PROFESSIONAL LANDSCAPE REQUIREMENT: The Contractor shall procure the services of a qualified, experienced, competent and professional landscaping Contractor for all landscape work included in the Contract Plans and Specifications. The Contractor shall be responsible for the proper performance by such landscape Contractor for the landscape work required by the Contract Plans and Specifications, and such work shall be included in the Contractor's Guaranty and Warranty as provided in the Special Provisions of the Contract Specifications.

BIDDER CERTIFICATIONS REQUIREMENT: All bidders submitting a Proposal for this Contract are required to complete the "CONTRACTOR'S CERTIFICATIONS" included in the Proposal Section of this document. The certifications of the successful bidder shall be attached to and become part of the construction Contract between the Contractor and the Owner. NO BID MAY BE ACCEPTED WHICH DOES NOT INCLUDE THESE CERTIFICATIONS.

- a) The Contractor must certify that it is not barred from contracting with any unit of state or local government, as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of the Criminal Code of 1961, 720 ILCS 5/22E-1 through 5/33E-13.
- b) The Contractor must certify that pursuant to 65 ILCS 5/11-42.1-1, the Contractor it is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must certify compliance pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act"), and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must certify compliance pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."
- e) The Contractor must certify compliance pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act, and require that all Subcontractors furnish Certifications of Compliance with this Act.
- f) No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

- g) All change orders increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

- h) Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties. (f through h – 1023820.1, Village of Willowbrook)

USE OF MUNICIPAL WATER: A portion of the "Standard Specifications" governing methods of construction on various items of work that may be included in this Contract may necessitate the use of a supply of domestic water.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible, secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

TAXES: If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

COMPLETION AND FINAL PUNCHLIST: After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default. Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible, secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

TAXES: If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax-Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

COMPLETION AND FINAL PUNCHLIST: After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default.

CONTRACT

1. **THIS AGREEMENT**, made and concluded the _____ day of _____, 2023, between the Village of Willowbrook acting by and through the Mayor and Village Council as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny & Associates, Inc., dba Novotny Engineering, and designated as **CHERRY TREE LANE - SIDEWALK INSTALLATION**, are all essential documents of this Contract, and are a part hereto.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

Party of the First Part

ATTEST: The VILLAGE OF WILLOWBROOK

Deborah A. Hahn, Clerk
(S E A L)

By _____
Title Frank A. Trilla, Mayor

Party of the Second Part

(If a Corporation)

Corporate
Name _____

By _____
President

(If a Co-Partnership)

(SEAL)

(SEAL)

Partners doing Business under the name
of _____

(If an Individual)

(SEAL)

(SAMPLE)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

SS

City # _____

COUNTY OF _____

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the Owner.

The undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable consideration, the receipt whereof
is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State
of Illinois, relating to mechanics liens, with respect to and on said above-described premises, and the improvements thereon, and on
the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be
furnished at any time hereafter by the undersigned for the above-described premises.

Given under _____ hand _____ and seal _____
this _____ day of _____, 2023.

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,
corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership
name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

SS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
_____ of the _____
who is the Contractor of the _____ work on the
building located at _____
owned by _____.

That the total amount of the Contract including extras is \$ _____ of which he has received payment of \$ _____ prior to
this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or
equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor
or both for said work and all parties having Contracts or Subcontracts for specific portions of said work or for material entering into
the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to Plans and Specifications.

	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	PAYMENT	BALANCE DUE
LABOR AND MATERIAL TO COMPLETE					

That there are no other Contracts for said work outstanding, and there is nothing due or to become due to any person for
materials, labor or other work of any kind done or to be done upon or in connection with said work other than above
stated.

Signed this _____ day of _____, 2023.

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2023.

SPECIAL PROVISION

INSURANCE PROVISIONS

Description: This item shall consist of the Contractor's efforts to protect the Owner, the Engineer, and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineer, Frank Novotny & Associates, Inc. dba Novotny Engineering and its agents and employees, and the Engineer's Consultants and their respective agents and employees, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or Frank Novotny & Associates, Inc. dba Novotny Engineering and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts. Frank Novotny & Associates, Inc. dba Novotny Engineering is intended to be a third party beneficiary under this Contract.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, employees and Frank Novotny & Associates, Inc. dba Novotny Engineering and its agents and employees as herein provided.

Man.6(No OCP)
08/2012

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself and/or the Engineer against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner and the Engineer.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and the Engineer and their agents, employees, and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

Insurance

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner and to the Engineer **before starting construction**, or within ten (10) days after the execution of the Contract by the Owner, whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner and to the Engineer, working days shall be assessed in accordance with Article 108.04 of the Standard Specifications, regardless of the fact that the Contractor may not commence with work due to his failure or inability to provide the necessary insurance as noted herein.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner and to the Engineer, and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. For example, the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING must be named as additional insureds on a "primary, non-contributory basis" for Part 1 noted below, and all insurance noted under Parts 2, 3 and 4 below must be provided, unless specifically deleted for this project.

A. Minimum Limits of Insurance

Contractor and his Subcontractors shall maintain limits of no less than:

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

1. Contractors-
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. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING shall be named as Additional Insureds on a Primary Non-Contributory basis. All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any "XCU Exclusions" shall be deleted.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

4. Umbrella Liability: Umbrella Liability Policy for not less than \$2,000,000.

Insurance under Parts 5, 6 and 7 below will be required if indicated by an "X".

- ☐ 5. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

- ☐ 6. **Builder's Risk:** Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the Contract price totaled in the bid. The Policy will include "Theft of Building Materials" and "Soft Costs" coverages.
- ☐ 7. **Supplemental Insurance Coverage:** Should the project require "supplemental" insurance coverage as deemed necessary by the Owner and/or Engineer, it shall be provided as outlined below:

<u>Type of Insurance</u>	<u>Limit Required</u>
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____

Note: If "Contractor's Pollution Liability Insurance" is required as indicated above, both the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING shall be named as "Additional Insureds" on a Primary Non-Contributory basis on that policy.

B. Contractor's Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions

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

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner and the Engineer. It shall be the Contractor's responsibility to ensure that said Notice is delivered to both the Owner and the Engineer by Certified Mail, "Return Receipt Requested".

D. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of A-, VIII, or higher.

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

E. Verification of Coverage

1. Contractor's Insurance:

Contractor shall furnish the Owner and the Engineer with "**Certificates of Insurance**" evidencing coverage required by this Section. The **Certificates** for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The **Certificates** shall be on standard forms provided by the insurance company or agent and are to be received and approved by the Owner and Engineer **before any work commences**. The Owner reserves the right to request full certified copies of the insurance policies. No manuscript policies will be allowed. (SEE SAMPLE "CERTIFICATE OF INSURANCE" ENCLOSED HEREIN.)

2. It should also be noted that the Contractor is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates/Binders by the Owner or the Engineer shall not relieve the Contractor from any obligation for providing the protection required in these Specifications.**

F. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate **Certificates** for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, excluding the requirement for obtaining a separate "OCP Policy" as may be stated herein.

Basis of Payment: This work will not be paid for separately, but shall be considered incidental to the Contract. All insurance shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications. Failure to procure and maintain the required insurance coverage shall be considered a breach of Contract.

ACORD	“SAMPLE”		Date (MM/DD/YY)
	CERTIFICATE OF LIABILITY INSURANCE		

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 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	NAME:		CONTACT	
	(A/C, No, Ext):		PHONE	FAX
	E-MAIL			
	ADDRESS:			
FULLY COMPLETED	INSURERS AFFORDING COVERAGE			
INSURED	Insurer A:		Name of Insurance Company	
	Insurer B:		Name of Insurance Company	
	Insurer C:		Name of Insurance Company	
	Insurer D:		Name of Insurance Company	
	Insurer E:		Name of Insurance Company	
	Insurer F:		Name of Insurance Company	
FULLY COMPLETED				

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

THIS IS TO CERTIFY 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.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS <i>All Units in Thousands</i>	
	GENERAL LIABILITY CG0001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			POLICY NUMBER	POLICY START DATE	POLICY END DATE	EACH OCCURRENCE	\$ 1,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100
							MED EXP (Any one person)	\$ 10
							PERSONAL & ADV INJURY	\$ 1,000
							GENERAL AGGREGATE	\$ 2,000
							PRODUCT-COMP/OP AGG	\$ 2,000
	AUTOMOBILE LIABILITY CA0001 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>			POLICY NUMBER	POLICY START DATE	POLICY END DATE	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<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 type="checkbox"/> RETENTION \$			POLICY NUMBER	POLICY START DATE	POLICY END DATE	EACH OCCURRENCE	\$ 2,000
							AGGREGATE	\$ 2,000
								\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED Y / N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		POLICY NUMBER	POLICY START DATE	POLICY END DATE	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000
							E.L. DISEASE- EA EMPLOYEE	\$ 1,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000
	Other							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

OWNER: **VILLAGE OF WILLOWBROOK** PROJECT DESCRIPTION: **CHERRY TREE LANE – SIDEWALK INSTALLATION, WILLOWBROOK, IL**
 "Certificate Holders" are "Additional Insureds" on a Primary Non-Contributory Basis with respect to the General Liability only.
 "Waiver of Subrogation" is provided on the Workers' Compensation coverage in favor of the CERTIFICATE HOLDER(S). No endorsements or additional forms shall modify or limit the coverage provided to the "ADDITIONAL" INSURED(S).

CERTIFICATE HOLDER ☒ Additional Insured, Insurer Letter: **CANCELLATION**

OWNER (Including its officials, employees and volunteers) and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING (Including its agents and employees)	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

DuPage County Prevailing Wage Rates posted on 5/22/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
CERAMIC TILE LAYER	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION TECHNICIAN	All	BLD		35.92	38.72	1.5	1.5	2.0	2.0	13.60	24.04	3.20	0.83	
ELECTRIC PWR EQMT OP	All	ALL		47.56	64.89	1.5	1.5	2.0	2.0	7.00	13.32	0.00	1.19	1.43
ELECTRIC PWR GRNDMAN	All	ALL		36.53	64.89	1.5	1.5	2.0	2.0	7.00	10.23	0.00	0.92	1.10
ELECTRIC PWR LINEMAN	All	ALL		57.17	64.89	1.5	1.5	2.0	2.0	7.00	16.01	0.00	1.43	1.72
ELECTRIC PWR TRK DRV	All	ALL		37.86	64.89	1.5	1.5	2.0	2.0	7.00	10.61	0.00	0.95	1.14
ELECTRICIAN	All	BLD		43.08	47.33	1.5	1.5	2.0	2.0	13.60	27.57	7.13	1.20	
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	NE	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
ORNAMENTAL IRON WORKER	E	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		49.85	52.84	1.5	1.5	2.0	2.0	12.10	21.48	0.00	1.09	
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99	
SHEETMETAL WORKER	All	BLD		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59	2.54
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75	
STEEL ERECTOR	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRAFFIC SAFETY WORKER II	ALL	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRUCK DRIVER	All	ALL	1	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-23)

SUPPLEMENTAL SPECIFICATIONS

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420 Portland Cement Concrete Pavement	6
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509 Metal Railings	8
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RECURRING SPECIAL PROVISIONS



Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	

☐ Check this box for lettings prior to 01/01/2023.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions		
Check Sheet #		Page No.
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	53
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	56
3	<input checked="" type="checkbox"/> EEO	57
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6	<input type="checkbox"/> Asbestos Bearing Pad Removal	78
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
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9	<input type="checkbox"/> Construction Layout Stakes	81
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	84
11	<input type="checkbox"/> Subsealing of Concrete Pavements	86
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	90
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	92
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15	<input type="checkbox"/> Polymer Concrete	95
16	<input type="checkbox"/> Reserved	97
17	<input type="checkbox"/> Bicycle Racks	98
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	100
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	102
20	<input type="checkbox"/> English Substitution of Metric Bolts	103
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	104
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	105
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	113
24	<input type="checkbox"/> Reserved	129
25	<input type="checkbox"/> Reserved	130
26	<input type="checkbox"/> Temporary Raised Pavement Markers	131
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	132
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	135
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	142
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	144
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	145

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Local Public Agency	County	Section Number
VILLAGE OF WILLOWBROOK	Cook	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions		
Check Sheet #		Page No.
LRS 1	Reserved	147
LRS 2	<input type="checkbox"/> Furnished Excavation	148
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	149
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	150
LRS 5	<input checked="" type="checkbox"/> Contract Claims	151
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	152
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	158
LRS 8	Reserved	164
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	165
LRS 10	Reserved	169
LRS 11	<input checked="" type="checkbox"/> Employment Practices	170
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	172
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	174
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	175
LRS 15	<input type="checkbox"/> Partial Payments	178
LRS 16	<input type="checkbox"/> Protests on Local Lettings	179
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	180
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	181
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	182

BDE SPECIAL PROVISIONS
For the August 4, 2023 and September 22, 2023 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised
80099	1	<input type="checkbox"/>	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	2	<input type="checkbox"/>	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192	3	<input type="checkbox"/>	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
80173	4	<input type="checkbox"/>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	<input type="checkbox"/>	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	6	<input type="checkbox"/>	Blended Finely Divided Minerals	April 1, 2021	
* 80241	7	<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
* 50531	8	<input type="checkbox"/>	Building Removal	Sept. 1, 1990	Aug. 1, 2022
* 50261	9	<input type="checkbox"/>	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80449	10	<input type="checkbox"/>	Cement, Type II	Aug. 1, 2023	
80384	11	<input type="checkbox"/>	Compensable Delay Costs	June 2, 2017	April 1, 2019
* 80198	12	<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
* 80199	13	<input type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80261	14	<input checked="" type="checkbox"/>	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434	15	<input type="checkbox"/>	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
* 80029	16	<input type="checkbox"/>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229	17	<input type="checkbox"/>	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80447	18	<input type="checkbox"/>	Grading and Shaping Ditches	Jan. 1, 2023	
80433	19	<input type="checkbox"/>	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80443	20	<input type="checkbox"/>	High Tension Cable Median Barrier Removal	April 1, 2022	
80446	21	<input type="checkbox"/>	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438	22	<input type="checkbox"/>	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80045	23	<input type="checkbox"/>	Material Transfer Device	June 15, 1999	Jan. 1, 2022
80450	24	<input type="checkbox"/>	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441	25	<input type="checkbox"/>	Performance Graded Asphalt Binder	Jan. 1, 2023	
80451	26	<input type="checkbox"/>	Portland Cement Concrete	Aug. 1, 2023	
* 34261	27	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80445	28	<input type="checkbox"/>	Seeding	Nov. 1, 2022	
80448	29	<input type="checkbox"/>	Source of Supply and Quality Requirements	Jan. 2, 2023	
80340	30	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127	31	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	32	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	33	<input type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	34	<input type="checkbox"/>	Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
80435	35	<input type="checkbox"/>	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80410	36	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
* 20338	37	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429	38	<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	39	<input type="checkbox"/>	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80440	40	<input type="checkbox"/>	Waterproofing Membrane System	Nov. 1, 2021	
80302	41	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	42	<input type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	
* 80071	43	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
5048I	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete – Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* <https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>; or verified by the California Air Resources Board (CARB) (or <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>
- Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be
\$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

*** SPECIAL PROVISION ***

UNCONTAMINATED SOIL CERTIFICATION

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCD or Uncontaminated Soil Fill Operation, Form LPC-663, will be prepared and provided to the Contractor at the time of the Preconstruction Meeting. All costs for the preparation of this form to certify that the soil is uncontaminated soil and is within acceptable pH ranges will be paid for by the Village of Willowbrook.

*** SPECIAL PROVISION ***

GENERAL

Scope of Work: This project consists of constructing new sidewalk on Cherry Tree Lane in Willowbrook, Illinois. The proposed improvements include earth excavation, aggregate base installation, topsoil and sod parkway restoration and all appurtenant construction.

At all times, areas under construction shall be properly barricaded and protected to insure maximum safety. Traffic Control Standards and Special Provisions included in these bid documents shall be strictly enforced during applicable stages of construction.

Execution and Prosecution of the Contract: This project is expected to be awarded on July 24, 2023, at the regularly scheduled Village Board meeting.

In order to expedite the project, the following amendment will be made to the execution and prosecution of the Contract, as found in the Supplemental Specifications and Recurring Special Provisions:

1. The Contractor shall execute the Contract and furnish the Contract Bond and required Insurance within seven (7) calendar days after the Contract has been mailed to the successful Bidder.
2. The Contractor will start work within seven (7) days of the executed Contract, as required in Article 108.03 of the Standard Specifications for Road & Bridge Construction.

Pre-Construction Meeting: A pre-construction meeting will be held with the Contractor after the award of the Contract to further discuss the scope of work and the project schedule. At that time, a start date, which will be mutually agreed upon by the Village of Willowbrook, the Contractor, and the Engineer, will be determined.

Completion Date: The overall completion date is **August 25, 2023**, which includes the completion of all work as specified in the Contract, including all punchlist work.

Extension of Time: Since a completion date is specified, it is understood that time is of the essence and that completion of the work by this date is an essential part of the Contract. If a delay should occur due to unforeseen causes, as specified in Article 108.08(b) of the Standard Specifications for Road and Bridge Construction, the time of completion shall be extended by an amount determined to be equitable by the Village and the Engineer.

If an extension of time is needed for this project, a request must be submitted in writing, setting forth the reasons that the Contractor believes will justify the approval of the request.

Failure to Complete the Work on Time: Should the Contractor fail to complete the work by the specified date, the Contractor shall be liable for liquidated damages for each day of overrun on completion dates. Liquidated damages will be processed in accordance with the applicable portions of Article 108.09 of the Standard Specifications.

Since a completion date is specified herein, the daily charge shall be made for every day shown on the calendar beyond the completion date specified for this project. The Village will deduct these liquidated damages from monies due, or to become due, to the Contractor from the Village.

*** SPECIAL PROVISION ***

EARTH EXCAVATION

Description: This work shall consist of all labor and equipment required to excavate for the construction of new concrete sidewalk at location shown on the plan and for parkway topsoil and sod restoration. All work shall be performed in accordance with Section 202 of "Standard Specifications for Road and Bridge Construction".

Method of Measurement: This work will be measured and computed for payment in cubic yards based on the measured length of the new sidewalk locations and a fixed cross sectional area of 3.75 S.F. (5 Feet x 9 Inches) for 5" sidewalk and 4.58 S.F. (5 Feet x 11 Inches) for 7" sidewalk. The parkway excavation will be based on the square yards of topsoil at 4". This work shall also include any extra excavation needed to obtain proper subgrade elevation and to achieve proper slope for handicap ramps. This extra excavation will be incidental to the fixed cross sectional area and will not be measured separately. No additional compensation will be paid for differing field conditions. If the Contractor is directed to perform additional excavation work deemed by the Engineer to be beyond the scope of the excavation work required to construct the proposed new sidewalk, this additional excavation work will be measured in place and paid for separately.

Basis of Payment: This work will be paid for at the Contract unit price cubic yard for **EARTH EXCAVATION**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

SIDEWALK REMOVAL

P.C. CONCRETE DRIVEWAY PAVEMENT REMOVAL

P.C. CONCRETE SIDEWALK, 5"

P.C. CONCRETE SIDEWALK, 7"

P.C. CONCRETE DRIVEWAY PAVEMENT, 7"

Description: This work shall consist of the satisfactory removal and replacement of various concrete sidewalks and driveways, which are directed to be removed by the Engineer. All work shall be done in accordance with Sections 423, 424, and 440 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

Materials: All concrete materials to be used for sidewalk construction shall be Class "SI" concrete. All concrete materials to be used for driveway construction shall be Class "PV" concrete.

Construction:

- 1) It is the intent of this project to construct new sidewalks at the locations as shown on the Plans or as directed by the Engineer. The Engineer will mark out these plan locations in the field before construction begins. The Contractor will not be allowed to add any additional sidewalk replacement work without the approval of the Engineer.
- 2) The removal of the existing sidewalk, if necessary, shall include any earth excavation required to meet the specified five-inch (5") proposed sidewalk thickness. Earth excavation required for the construction of handicap sidewalk ramps at sidewalk removal locations will also be considered incidental to the SIDEWALK REMOVAL pay item.
- 3) The removal of the existing concrete driveway pavements shall include any earth excavation required to meet the specified seven-inch (7") proposed sidewalk and driveway thickness at driveway locations. Earth excavation required for the construction of these pavements at driveway locations will be considered incidental to the P.C. CONCRETE DRIVEWAY PAVEMENT REMOVAL pay item.
- 4) The Contractor shall furnish, place, and compact a 4" thick Aggregate Base Course, under all proposed concrete sidewalk pavement. This work shall be paid for as AGGREGATE BASE COARSE, TYPE B.
- 5) All pavements shall be saw cut full depth on a straight line at locations as directed by the Engineer. Any damage to pavement not marked for removal shall be removed and replaced at the Contractor's expense.
- 6) The Contractor shall have the Engineer inspect all pavement framing before construction to verify and approve the alignment and elevation.
- 7) Expansion joint (3/4") shall be provided in accordance with Article A24.07 of Standard Specifications or as directed by the Engineer. The expansion joint shall extend to the full depth of the newly constructed sidewalk.

*** SPECIAL PROVISION ***

SIDEWALK REMOVAL

P.C. CONCRETE DRIVEWAY PAVEMENT REMOVAL

P.C. CONCRETE SIDEWALK, 5"

P.C. CONCRETE SIDEWALK, 7"

P.C. CONCRETE DRIVEWAY PAVEMENT, 7"

Continued

- 8) The Contractor shall take care to minimize the disturbance of parkway lawn areas by sheeting these areas with plywood during construction operations.
- 9) The Contractor shall backfill all new sidewalk locations immediately after the sidewalk has been cured and the forms have been removed to prevent trip hazards.
- 10) The Contractor shall also be responsible for the protection of the newly constructed sidewalk from both vandalism and weather conditions. Any damaged sidewalk shall be replaced as directed by the Engineer at the Contractor's expense.
- 11) The Contractor will be required to properly prune and remove tree roots at locations as directed by the Engineer. This work will be considered incidental to the Contract.
- 12) No payment will be made for newly constructed sidewalk and driveway pavement areas that the Engineer deems as unacceptable due to poor workmanship.
- 13) No payment will be made for newly constructed sidewalk and driveway pavement areas that the Engineer deems as unacceptable due to the finished surface color.
- 14) The Contractor shall stamp all newly constructed sidewalks with a dated company stamp that meets the approval of the Engineer.
- 15) The use of concrete set accelerating admixtures will be allowed for the concrete delivery loads at the end of the day as approved by the Engineer. The admixtures shall be plant mixed, bag mix additives in the field will not be allowed.
- 16) The Contractor shall furnish all layout marking spray paint and construction stakes.

Method of Measurement: These items will be measured in place and computed in square yards or square feet, as listed in the Bidding Schedule. Only pavement areas directed for replacement by the Engineer will be measured for payment.

Basis of Payment: This work will be paid for at the Contract unit prices per square foot for **SIDEWALK REMOVAL**, **P.C. CONCRETE SIDEWALK, 5"**, and **P.C. CONCRETE SIDEWALK, 7"**, and per square yard for **P.C. CONCRETE DRIVEWAY PAVEMENT REMOVAL** and **P.C. CONCRETE DRIVEWAY PAVEMENT, 7"**, for all work as specified.

*** SPECIAL PROVISION ***

TOPSOIL FURNISH AND PLACE, 4"

Description: This work shall consist of the installation of topsoil at the locations indicated on the Plans, or as directed by the Engineer in accordance with the Standard Specifications, except as modified herein. It is the intention of these Specifications to restore all areas disturbed during the course of construction with topsoil and sod as required.

Materials: All topsoil to be used for restoration of this improvement shall be obtained from outside the limits of the right-of-way, transported to the job site, and placed at the required locations to the depth of four inches (4"), or as designated by the Engineer. The topsoil furnished shall be pulverized and shall be free of clay and lumps for ease of placement and proper finished appearance. Materials furnished shall meet with the requirements of Article 1081.05 of the Standard Specifications.

Installation: Prior to furnishing new topsoil for restoration, the Contractor shall excavate for the placement of topsoil over the required area to a depth as directed by the Engineer. Excavation for the placement of topsoil, where necessary, shall be included in the Contract unit price for "EARTH EXCAVATION" as applicable. If the Contractor elects to excavate in excess of the area so directed, or cuts deeper than the amount provided, the excess amount of topsoil required to properly fill the area will not be measured for payment, and the additional expense shall be borne entirely by the Contractor.

The topsoil shall be placed in a neat and workmanlike manner to a finished grade, which blends neatly with established areas and meets the grade of the proposed improvement. The finished surface shall be leveled with all depressions filled and shall be placed to a density in accordance with standard practice for proper landscaping technique. The Contractor shall insure that the final and resultant product of the grading and restoration procedure shall have a neat and professional looking appearance that is acceptable to the Owner and the Engineer. If, for any reason, the grading does not meet with their approval, it shall be cause for rejection of work, and the Contractor will be required to correct the appearance of the project to an acceptable nature prior to placement of sod.

The Contractor shall retain the services of a professional landscaping Contractor to insure proper compliance with these Specifications.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **TOPSOIL FURNISH AND PLACE, 4"**, which price shall include the furnishing, transporting, placing, and grading of topsoil materials over the areas so directed. Sodding to be completed in conjunction with restoration and topsoil, will be paid for under separate items of the Contract.

*** SPECIAL PROVISION ***

SODDING, SPECIAL

Description: This work shall consist of preparing the ground surface, cutting existing sod, and furnishing, transporting, and placing new sod and other materials as required herein at the locations indicated on the Plans or as directed by the Engineer all in accordance with Section 252 of the Standard Specifications, except as modified herein.

Installation: Prior to the installation of the sod, the soil surface shall be worked and brought to a smooth and level grade. If topsoil is furnished and installed as required under other items of the Contract, the Specifications for its placement shall govern. Other areas shall be worked to a depth of not less than three inches (3") with a disc or tiller or other suitable equipment to bring the ground surface to an acceptable condition for sodding.

During the ground preparation operation, the Contractor will be required to use a sod cutter along all edges of the areas to be restored to create a neat edge for the new sod to butt up against the existing. Any areas to be sodded that are less than eighteen inches (18") wide shall be prepared eighteen inches (18") wide so that a full roll of sod can be installed without being cut. Other areas shall be cut on an even line, so uniform rows of sod can be placed over the entire area. The removal and disposal of all sod cut as required herein shall be considered incidental to the sodding item.

Before the sod is placed, a commercial grade of fertilizer consisting of Nitrogen (N), Phosphorus (P_2O_5), and Potassium (K_2O) shall be applied to all areas to be sodded at the rate of 160 pounds of fertilizer nutrients per acre, having the respective percentages of 10-6-4. Sod shall receive watering as per Standard Specifications as part of this item.

The Contractor shall be fully responsible for maintaining the sodded areas during the course of the project and until the entire project has been accepted by the Town for final payment. Any dead sod of unacceptable sod, as determined by the Engineer, will be replaced at the Contractor's expense. To this effect, the Contractor may choose to delay the parkway restoration work until such a time that the weather may be more favorable to sustain sod growth. If the Contractor chooses to delay the restoration work, as disturbed parkway areas are to be backfilled and leveled to grade. No additional compensation will be paid for any extra work that might result from delaying the restoration work.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **SODDING, SPECIAL**, which price shall be payment in full for preparing the ground prior to sodding; furnishing, transporting, and placing the sod over the required areas, and fertilizing the areas to be sodded in accordance with the Specifications as outlined herein, all to the complete satisfaction of the Engineer. Since all sodding is guaranteed, it is the Contractor's responsibility to provide supplemental watering as needed with the concurrence of the Engineer. This work will be paid for separately.

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SPECIAL PROVISION

CONCRETE WASHOUT AREA

Description: This work shall consist of furnishing and properly maintaining a concrete washout area at the location shown on the plans and in accordance with the detail shown on the plans. The proposed location shall be approved by the owner.

Standards and Specifications: Temporary concrete washouts should be designed with sufficient quantity and volume to contain all liquid and concrete waste. Plastic lining material should be a minimum of 30 mil. polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.

Operation And Maintenance Procedures: The Contractor will be required to inspect the concrete washout area at least once per week, or within a reasonable time period (not to exceed 48 hours) of a rainfall event which causes stormwater runoff to occur on-site. The Contractor should remove and dispose of hardened concrete and return the facility to a functional condition. Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.

Site Conditions For Removal: When temporary concrete washout facilities are no longer required for the work, the hardened concrete should be removed and disposed of. Materials used to construct temporary concrete washout facilities should be removed from the site and disposed of. Holes, depressions or other ground disturbance caused by the removal of the washout should be backfilled and repaired.

Basis of Payment: This work will be paid for at the Contract unit price per each for **CONCRETE WASHOUT AREA** area, which price shall include all labor, materials, equipment and cost necessary to perform the work and meet the requirements specified herein.

*** SPECIAL PROVISION ***

LONGITUDINAL CURB EXPANSION JOINT

Description: It is the intention of these Plans and Specifications to provide expansion materials at all locations where concrete sidewalks and driveways must be constructed adjacent to curb and gutter, concrete pavements, concrete walls, and other rigid type improvements.

Materials: The expansion materials to be used shall conform with Article 1051.03 of the "Standard Specifications" for "Bituminous Preformed Joint Filler". All expansion joints shall be the full thickness of the sidewalk or driveway pavement they abut and shall be three-quarter inch (3/4") in thickness.

Installation: Expansion materials shall be placed at all the locations as required by this provision and at all locations as may be required by the Engineer.

Basis of Payment: This work WILL NOT be paid for separately, but shall be merged in the unit price for the respective items of construction, and no additional compensation will be allowed.

SPECIAL PROVISION

TRAFFIC CONTROL AND PROTECTION

General: The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, and guiding traffic through the area of construction. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Sections 701, 702 and 1084 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.

Wherever work is done under this project, barricades **with low intensity flashing lights** shall be placed to protect vehicular and pedestrian traffic. Barricade lights shall be in accordance with Section 1106.02 of the Standard Specifications.

Basis of Payment: All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately, unless an item is so provided in the "Bidding Schedule". If an item is provided, payment will be made on the basis of the bid line item or on a pro-rata basis if bid as a lump sum.

RETURN WITH BID

PROPOSAL	Owner: VILLAGE OF WILLOWBROOK
	Township: DOWNERS GROVE
	County: DuPAGE
	Project No. 22224

1. **PROPOSAL OF:** Falco's Landscaping, Inc.

4N151 5th Avenue, Addison, IL 60101

(Name and Address of Bidder)

for the improvement designated in Paragraph 2 below and consists of constructing P.C. concrete sidewalk, complete with earth excavation, aggregate base installation, topsoil and sod parkway restoration, and all appurtenant construction.

2. The Specifications for the proposed improvement are those prepared by **Novotny Engineering, 545 Plainfield Road, Suite A, Willowbrook, IL 60527**, and which Specifications are designated as:

CHERRY TREE LANE - SIDEWALK INSTALLATION

3. The general requirements and covenants that will govern over this project are those prepared by the Illinois Department of Transportation, and included in the "Standard Specifications for Road and Bridge Construction", adopted and in effect on the date of invitation for Bids.

4. The undersigned agrees to complete all work by **August 25, 2023**, unless additional time is granted in accordance with the Specifications.

5. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the Treasurer of the **Village of Willowbrook**. The amount of the Bid Security is:

Five percent of bid amount.

(In Writing)

(5%).

(In Figures)

RETURN WITH BID

PROPOSAL, Cont'd.

6. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
12. The undersigned firm certifies that it is in compliance with all "CONTRACTOR'S CERTIFICATIONS" included herein in this document and acknowledges that he/she executed the following certifications as his/her free act and deed.
13. The undersigned submits herewith his "Schedule of Prices", **on the forms included in this section**, covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that, if not so done, his Proposal may be rejected as irregular.

RETURN WITH BID

PROPOSAL, Cont'd.

(For complete information covering these items, see Plans and Specifications)

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Tree Pruning (1 to 10 Inch Diameter)	1 EACH	\$0.00	\$0.00
2	Tree Pruning (Over 10 Inch Diameter)	1 EACH	\$0.00	0.00
3	Inlet Filters	2 EACH	\$0.00	0.00
4	Earth Excavation	145 CU YD	115.00	16,675.00
5	Aggregate Base Course, Type B	95 TON	65.00	6,175.00
6	P.C. Concrete Sidewalk, 5"	3,625 SQ FT	10.00	36,250.00
7	Topsoil Furnish and Place, 4"	325 SQ YD	7.25	2,356.25
8	Sodding, Special	325 SQ YD	8.50	2,762.50
9	Concrete Washout Area	1 EACH	300.00	300.00
10	Traffic Control and Protection	1 L SUM	500.00	500.00
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$65,018.75

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: CHERRY TREE LANE – SIDEWALK
INSTALLATION
PROJECT NO.: 22224

RETURN WITH BID

CONTRACTOR'S CERTIFICATIONS

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

CERTIFICATE OF UNDERSTANDING REGARDING HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS:

As President/Principal/Partner of the below designated Company, I have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same. That if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the **Village of Willowbrook**, the Engineer, Novotny Engineering, and any and all other entities so named in said "Insurance Requirements" section. All expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements. If said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject project.

CONTRACTOR'S BID RIGGING CERTIFICATION: As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) as part of his/its bid on this Contract, the Contractor hereby certifies that they are not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION: As required under 65 ILCS 5/11-42.1-1, the Contractor certifies that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION: The Contractor, having submitted a bid/proposal for this project to the Owner, hereby certifies that they have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

CONTRACTOR'S CERTIFICATIONS, Cont'd.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION: Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by publishing a statement: 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace; 2) Specifying the actions that will be taken against employees for violations of such prohibition; and 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will: (a) abide by the terms of the statement; and (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Establishing a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace; 2) the grantee's or Contractor's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance program; and 4) the penalties that may be imposed upon employees for drug violations. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction. 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. 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. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section. Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION: Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **Owner** as follows: The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

(check one)

- ☒ The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.
- ☐ The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

Phone Number _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Phone Number _____

Insert Names and Addresses
of All Partners: _____

(If a corporation)

Corporate Name **Falco's Landscaping, Inc.**

Signed By _____
Falconeris Rosas, President

Business Address **4 N 151 5th Avenue**
Addison, IL 60101

Phone Number **(630) 514-6173**

Federal Tax ID # **36-4426145**

DUNS #: _____

Insert Names of Officers:

President **Falconeris Rosas**

Secretary **Ramona Rosol**

Treasurer _____

Attest: _____

Ramona Rosol, Secretary

(S E A L)

CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, 2023, between the **Village of Willowbrook**, acting by and through the Mayor and Board of Trustees, known as the party of the first part, and **Falco's Landscaping, Inc.**, his/their executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH THAT, for and in consideration of the payment and Agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Specifications hereinafter described, and in full compliance with all of the terms of this Agreement and the requirements of the Engineer under it.

AND it is also understood and agreed that the "Notice to Contractors", Special Provisions, Proposal, and Contract Bond, hereto attached, and the Plans, as prepared by Frank Novotny & Associates, Inc., dba Novotny Engineering, and designated as:

CHERRY TREE LANE - SIDEWALK INSTALLATION

are all essential documents of this Contract and are a part hereof.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Party of the First Part:

ATTEST:

The **Village of Willowbrook**

Deborah H. Hahn, Clerk

(S E A L)

By: _____
Frank A. Trilla, Mayor

Party of the Second Part:

Falco's Landscaping, Inc.

(Corporate Name)

Ramona Rosol, Secretary

(S E A L)

By: _____
Falconeris Rosas, President

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **Falco's Landscaping, Inc.**, a Corporation organized under the laws of the State of _____, and licensed to do business in the State of Illinois as Principal, and _____, a Corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, certify that we are rated by A.M. Best to be "A-" or better, and are held and firmly bound unto the Village of Willowbrook, DuPage County, State of Illinois, in the penal sum of **Sixty -Five Thousand Eighteen and 75/100 Dollars (\$65,018.75)** lawful money of the United States, well and truly to be paid unto said Village of Willowbrook, for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written Contract with the Village of Willowbrook for the construction of the work for:

CHERRY TREE LANE - SIDEWALK INSTALLATION

which Contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said Contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to said Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or Corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this Bond shall inure to the benefit of any person, firm, company, or Corporation to whom any money may be due from the Principal, Subcontractor, or otherwise for any such labor, materials, apparatus, fixtures, or machinery so furnished, and that suit may be maintained on such Bond by any person, firm, company, or Corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said Contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to him for the purposes of constructing such work, and shall commence and complete the work within the time prescribed in said Contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the said work shall have been accepted, and shall hold the Owner and the Engineer harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this shall be null and void; otherwise, to remain in full force and effect.

AND the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this Bond, and it does herein waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of _____, 2023.

ATTEST:

Corporate

Name Falco's Landscaping, Inc.

Ramona Rosol, Secretary

(S E A L)

By _____
Falconeris Rosas, President

Surety _____
(Attorney-In-Fact)

Address _____

STATE OF ILLINOIS
COUNTY OF _____ } SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Falconeris Rosas** and **Ramona Rosol**, to me personally known to be the President and Secretary, respectively, of **Falco's Landscaping, Inc.**, a Corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said Corporation for the uses and purposes therein set forth, and that they are duly authorized to execute the same by the Board of Directors of said Corporation.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

(Notary Public)

STATE OF ILLINOIS
COUNTY OF _____ } SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ (Attorney In Fact) who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney In Fact for _____ (Surety Company) appeared before me this day in person and acknowledged that he executed the foregoing instrument under authority given him as the free and voluntary act of said Surety, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

(Notary Public)

Approved this ____ day of _____ A.D., 2023.

VILLAGE OF WILLOWBROOK
(Owner)

ATTEST:

By _____
Frank A. Trilla, Mayor

Deborah A. Hahn, Clerk
(MUNICIPAL SEAL)