

## 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, NOVEMBER 27, 2023 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

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 Regular Meeting November 13, 2023 (APPROVE)
  - c. Warrants \$319,549.05
  - d. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK SETTING THE 2024 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES AND THE SCHEDULE OF REGULAR MEETINGS OF COMMISSIONS AND COMMITTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
  - e. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LIVING WATERS CONSULTANTS, INC. ("LWC") TO PROVIDE FINAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR THE BORSE PARK STREAM AND POND ENHANCEMENTS (ADOPT)
  - f. MOTION - A MOTION TO APPROVE AN OFFER OF EMPLOYMENT TO MR. RICHARD VALENT AS DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF WILLOWBROOK (PASS)

## NEW BUSINESS

6. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING, RATIFYING AND CONFIRMING A CONTRACT WITH LEVEL UP RETAIL SERVICES FOR THE INSTALLATION OF FITNESS COURT EQUIPMENT AT MIDWAY PARK (ADOPT)

7. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION 6031-6037 BENTLEY AVENUE - BENTLEY WOODS SUBDIVISION (ADOPT)
8. BORSE PARK STORM SEWER IMPROVEMENT PROJECT
  - i. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH MAURO SEWER CONSTRUCTION, INC. FOR THE BORSE PARK SEWER REPLACEMENT PROJECT (ADOPT)
  - ii. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH NATIONAL POWER RODDING CORPORATION FOR THE BORSE PARK STORM SEWER LINING PROJECT (ADOPT)
9. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2023 PROPERTY TAX LEVY (PASS)

PRIOR BUSINESS

10. TRUSTEE REPORTS

11. ATTORNEY'S REPORT

12. CLERK'S REPORT

13. ADMINISTRATOR'S REPORT

14. MAYOR'S REPORT

15. EXECUTIVE SESSION

5 ILCS 120/2(c)(1) - The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees.

5 ILCS 120/2(c)(11) - Active Litigation.

5 ILCS 120/2(c)(5)- The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether particular parcel should be acquired.

16. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 13, 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. Trustee Mistele.

2. ROLL CALL

Those physically present at roll call were, Village Clerk Deborah Hahn, 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, Community Development Michael Krol, Director of Parks Recreation Dustin Kleefisch, Chief Lauren Kaspar, Deputy Chief Gerard Wodka, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

ABSENT: Mayor Frank Trilla, Chief Financial Officer Lora Flori and Deputy Chief Benjamin Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Temporary Chairman Mistele asked Officer Delgado to lead everyone in saying the Pledge of Allegiance.

MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE

Trustee Neal called for a motion to appoint Trustee Michael Mistele as Temporary Chairman at tonight's meeting in the Mayor's absence.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to appoint Trustee Mistele as Temporary Chairman.

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

MOTION DECLARED CARRIED

4. OATH OF OFFICE

i. Deputy Chief of Officer Peter Delgado

Clerk Hahn had the honor of swearing in the new Police Officer. Temporary Chairman Mistele thanked the families and friends of the deputy for attending the meeting to witness the swearing in ceremony. Chief Kaspar noted that Officer Delgado comes from the City of Chicago after serving over nine years there, as well as being a 10-year veteran of the armed forces. Officer Delgado introduced his family and thanked all the family and friends that attended the meeting.

5. VISITORS' BUSINESS

No visitors were present.

6. OMNIBUS VOTE AGENDA:

Temporary Chairman Mistele 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 October 23, 2023 (APPROVE)
- c. Warrants \$562,663.68
- d. RESOLUTION NO. 23-R-69- A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER (ADOPT)
- e. RESOLUTION NO. 23-R-70- A RESOLUTION APPOINTING THE VILLAGE ADMINISTRATOR TO SERVE AS THE PLAN COORDINATOR FOR THE VILLAGE'S MISSION SQUARE RETIREMENT DEFERRED COMPENSATION PLAN, AND APPOINTING THE VILLAGE CHIEF FINANCIAL OFFICER ("CFO") TO SERVE AS THE TRUSTEE FOR THE VILLAGE'S RETIREMENT HEALTH SAVINGS PLAN (ADOPT)
- f. PUBLIC WORKS EQUIPMENT - TOOL CAT
  - i. MOTION - MOTION TO AUTHORIZE A BUDGET AMENDMENT TO EFFECT THE PURCHASE OF A BOBCAT UW56 TOOL CAT (PASS)
  - ii. RESOLUTION NO. 23-R-71- A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) NEW BOBCAT MODEL UW56 TOOL CAT, PLUS ACCESSORIES, AT A TOTAL COST NOT TO EXCEED \$103,192.01 (ADOPT)
- g. RESOLUTION NO. 23-R-72 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE TRI-STATE FIRE PROTECTION DISTRICT FOR ACCESS TO THE VILLAGE PERMIT SYSTEM (ADOPT)

Temporary Chairman Mistele asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Berglund 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

7. RESOLUTION NO. 23-R-73- A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH UTILITY DYNAMICS CORPORATION FOR THE 2023 ADAMS STREET LED LIGHTING IMPROVEMENTS PROJECT (ADOPT)

Foreman Passero indicated that in April of 2015, staff released a bid to replace almost all the outdated, inefficient, sodium halide streetlights throughout the community. At the time, the proposed streetlight retrofit was not compatible with the existing poles located along Adams Street south of Plainfield Road. Village staff hosted a bid opening for this project on November 1, 2023, and received two bids.

Utility Dynamics Corporation was the lowest responsible bidder for this project with a bid of \$48,683.00. Utility Dynamics was the contractor in 2015 for the LED retrofit project with the Village. Village staff budgeted \$85,000 for this project and will see a savings of \$36,317 on the overall cost.

Temporary Chairman Mistele asked if this project includes replacing the wiring. Foreman Passero indicated that it does not and would replace the poles and fixtures only. The engineers confirmed that the bases and underground wiring did not need to be replaced.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution No. 23-R-73 as presented.

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

MOTION DECLARED CARRIED

8. MOTOR FUEL TAX APPROPRIATION PURCHASE

- i. RESOLUTION NO. 23-R-74 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE SUM OF \$92,000.00 OF MOTOR FUEL TAX FUNDS (ADOPT)

Foreman Passero stated that historically staff has budgeted from the general fund for the purchase untreated bulk rock salt for the winter season. Staff is seeking to appropriate Motor Fuel Tax (MFT) funds for use in the purchase of bulk rock salt through the DuPage County joint bid contract.

The DuPage County solicited bids from the Central Management Services (CMS) for untreated rock salt. Compass Minerals was the lowest

responsible bidder this year with a cost of \$78.31 per ton, which is \$2.82 less per ton compared to last year.

The "Standard Buy" is the standard minimum purchase of 80% allowable amount, with the option to take up to 130% of the contract amount at the same price for deliveries. With the higher option, the Village could purchase up to 1,170 tons of untreated bulk rock salt but staff anticipates only needing to purchase the 80% minimum requirement of 720 tons. There are currently 600 tons of salt on hand, stored in the salt dome. The estimated cost of salt purchases this year is \$56,383.

MOTION: Made by Trustee Astrella and seconded by Trustee Davi to adopt Resolution No. 23-R-74 as presented.

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

MOTION DECLARED CARRIED

- ii. RESOLUTION NO. 23-R-75 - A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2023/2024 WINTER SEASON (ADOPT)

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to adopt Resolution No. 23-R-75 as presented.

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

MOTION DECLARED CARRIED

#### PRIOR BUSINESS

##### 9. TRUSTEE REPORTS

Trustee Neal noted that it was mentioned that Officer Delgado was a veteran and this past weekend honored veterans on Veterans Day. She reminded all that we reflect on the eleventh hour of the eleventh day of the eleventh month, the time agreed upon to end the fighting in World War I as a prelude to the peace negotiations, as we remember those who served.

In 1954, President Dwight Eisenhower signed legislation that changed the name of the federal holiday from Armistice Day to Veterans Day. We owe all our veterans a huge thank you.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report but thanked Trustee Neal for the reminder.

Trustee Astrella had no report.

10. ATTORNEY'S REPORT

Attorney Durkin had no report.

11. CLERK'S REPORT

Clerk Hahn had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halloran shared that the Mayor requested the Board be given an update on the Panda Express project. As of the November 10 deadline, there are still issues with several documents provided and the NFR (No Further Remediation) letter from the IEPA (Illinois Environmental Protection Agency) has not been provided.

The developer is planning on coming back to the board for approval and is aware that they must begin the approval process over with the Plan Commission and the Board of Trustees. Staff are making obtaining the NFR letter a pre-condition before resubmitting their application.

13. MAYOR'S REPORT

Mayor Trilla was not present.

14. EXECUTIVE SESSION

There was no executive session this evening.

15. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:50 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.

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

November 27, 2023

GENERAL CORPORATE FUND	-----	\$	168,740.54
WATER FUND	-----	\$	52,807.77
CAPITAL PROJECT FUND	-----	\$	98,000.74
TOTAL WARRANTS	-----	\$	319,549.05

Lora Flori, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/15/2023	APCH	101089	AXON ENTERPRISE, INC	BODY CAMERAS	630-402	30	52,897.84
11/27/2023	APCH	101090#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	790.08
				INTERNET/WEBSITE HOSTING	460-225	10	122.16
				INTERNET/WEBSITE HOSTING	640-225	30	3,065.92
				INTERNET/WEBSITE HOSTING	715-225	35	122.56
				INTERNET/WEBSITE HOSTING	715-225	35	122.16
				INTERNET/WEBSITE HOSTING	715-225	35	122.16
				INTERNET/WEBSITE HOSTING	715-225	35	122.16
				CHECK APCHK 101090 TOTAL FOR FUND 01:			4,467.20
11/27/2023	APCH	101094	AXON ENTERPRISE, INC	IN-CAR CAMERA	630-403	30	12,125.54
11/27/2023	APCH	101096*#	BUTTREY RENTAL SERVICE, INC.	STREET IMPROVEMENTS	765-685	35	800.66
11/27/2023	APCH	101098	CAROL LAZARSKI	ACTIVE ADULT PROGRAM	590-517	20	118.00
11/27/2023	APCH	101100	CASE LOTS, INC	BUILDING MAINTENANCE SUPPLIES	466-351	10	621.70
11/27/2023	APCH	101101	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	3,700.00
11/27/2023	APCH	101102	COMED	ENERGY - STREET LIGHTS	745-207	35	686.94
				ENERGY - STREET LIGHTS	745-207	35	3.01
				ENERGY - STREET LIGHTS	745-207	35	1,312.16
				ENERGY - STREET LIGHTS	745-207	35	92.16
				ENERGY - STREET LIGHTS	745-207	35	528.02
				CHECK APCHK 101102 TOTAL FOR FUND 01:			2,622.29
11/27/2023	APCH	101103#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES	455-201	10	72.79
				PHONE - TELEPHONES	630-201	30	72.79
				CHECK APCHK 101103 TOTAL FOR FUND 01:			145.58
11/27/2023	APCH	101104	DARLENE DEMONBREUN	ACTIVE ADULT PROGRAM	590-517	20	20.00
11/27/2023	APCH	101105*#	FALCO'S LANDSCAPING INC	MAINTENANCE	725-410	35	2,800.00
				STREET IMPROVEMENTS	765-685	35	9,210.00
				STREET IMPROVEMENTS	765-685	35	7,200.00
				CHECK APCHK 101105 TOTAL FOR FUND 01:			19,210.00
11/27/2023	APCH	101108	HAYES MECHANICAL	MAINTENANCE - BUILDING	630-228	30	952.28
11/27/2023	APCH	101109	HBK WATER METER SERVICE	ENGINEERING SERVICES	820-262	40	7,651.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/27/2023	APCH	101110	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	630-201	30	46.25
11/27/2023	APCH	101111*#	HINSDALE NURSERIES, INC.	STREET IMPROVEMENTS	765-685	35	988.00
				STREET IMPROVEMENTS	765-685	35	3,252.00
				CHECK APCHK 101111 TOTAL FOR FUND 01:			4,240.00
11/27/2023	APCH	101112*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	318.30
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	453.82
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	182.27
				MAINTENANCE	725-410	35	472.80
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	875.60
				CHECK APCHK 101112 TOTAL FOR FUND 01:			2,302.79
11/27/2023	APCH	101113	INDUSTRIAL ELECTRICAL SUPPLY	MAINTENANCE - BUILDING	466-228	10	51.24
				MAINTENANCE - BUILDING	466-228	10	198.50
				CHECK APCHK 101113 TOTAL FOR FUND 01:			249.74
11/27/2023	APCH	101114	ISOLVED BENEFIT SERVICES	FEES/DUES/SUBSCRIPTIONS	455-307	10	232.20
11/27/2023	APCH	101116*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,540.00
11/27/2023	APCH	101118	MID AMERICAN WATER	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	280.00
11/27/2023	APCH	101119	MIDWEST LEADERSHIP INSTITUTE	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	2,850.00
11/27/2023	APCH	101120	MRO SYSTEMS LLC	MAINTENANCE	725-410	35	478.06
11/27/2023	APCH	101121#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - BUILDING	466-228	10	15,840.00
				MAINTENANCE - EQUIPMENT	570-411	20	640.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 101121 TOTAL FOR FUND 01:			18,925.00
11/27/2023	APCH	101122#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	39.21
				NICOR GAS (7760 QUINCY)	630-235	30	6.00
				NICOR GAS	725-415	35	128.02
				CHECK APCHK 101122 TOTAL FOR FUND 01:			173.23
11/27/2023	APCH	101123*#	NOVOTNY ENGINEERING	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	45.00
				STREET IMPROVEMENTS	765-685	35	45.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				STREET IMPROVEMENTS	765-685	35	90.00
				ENGINEERING SERVICES	820-262	40	45.00
				CHECK APCHK 101123 TOTAL FOR FUND 01:			225.00
11/27/2023	APCH	101124	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	6,867.75
11/27/2023	APCH	101125	P.F. PETTIBONE & CO.	PRINTING & PUBLISHING	630-302	30	18.00
				PRINTING & PUBLISHING	630-302	30	18.00
				CHECK APCHK 101125 TOTAL FOR FUND 01:			36.00
11/27/2023	APCH	101127	PROMOS 911 INC	COMMODITIES	670-331	30	207.95
11/27/2023	APCH	101128	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35	1,118.26
				MAINTENANCE	725-410	35	799.00
				CHECK APCHK 101128 TOTAL FOR FUND 01:			1,917.26
11/27/2023	APCH	101129	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	3,055.50
				ENGINEERING SERVICES	820-262	40	1,282.50
				CHECK APCHK 101129 TOTAL FOR FUND 01:			4,338.00
11/27/2023	APCH	101130	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	204.75
				OPERATING EQUIPMENT	630-401	30	625.45
				OPERATING EQUIPMENT	630-401	30	482.95
				OPERATING EQUIPMENT	630-401	30	23.50
				OPERATING EQUIPMENT	630-401	30	144.75
				CHECK APCHK 101130 TOTAL FOR FUND 01:			1,481.40
11/27/2023	APCH	101131	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	123.02
11/27/2023	APCH	101133*#	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	37.80
11/27/2023	APCH	101134	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
11/27/2023	APCH	101135	TK ELEVATOR CORPORATION	MAINTENANCE - BUILDING	466-228	10	4,061.34
11/27/2023	APCH	101136	TRAFFIC CONTROL & PROTECTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	720.00
				ROAD SIGNS	755-333	35	450.00
				ROAD SIGNS	755-333	35	167.40
				ROAD SIGNS	755-333	35	140.40
				CHECK APCHK 101136 TOTAL FOR FUND 01:			1,477.80

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/27/2023	APCH	101141	WESTERN FIRST AID & SAFETY	MAINTENANCE	725-410	35	101.65
				Total for fund 01 GENERAL FUND			168,740.54

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
11/27/2023	APCH	101091	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	104.85
11/27/2023	APCH	101092	ALARM DETECTION SYSTEMS INC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	224.94
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	377.88
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	261.27
				CHECK APCHK 101092 TOTAL FOR FUND 02:			864.09
11/27/2023	APCH	101093	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	736.00
				LEAK SURVEYS	430-276	50	736.00
				LEAK SURVEYS	430-276	50	736.00
				LEAK SURVEYS	430-276	50	936.00
				CHECK APCHK 101093 TOTAL FOR FUND 02:			3,144.00
11/27/2023	APCH	101095	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
11/27/2023	APCH	101096*#	BUTTREY RENTAL SERVICE, INC.	STREET IMPROVEMENTS SERVICES	430-281	50	264.00
11/27/2023	APCH	101097	CALLAHAN PLUMBING & IRRIGATION	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	325.00
11/27/2023	APCH	101105*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,660.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,125.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,456.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,700.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				CHECK APCHK 101105 TOTAL FOR FUND 02:			24,441.00
11/27/2023	APCH	101106	GRAINGER	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	686.20
11/27/2023	APCH	101107	GTO SEALCOATING & PAVING	SPOILS HAULING SERVICES	430-280	50	2,300.00
11/27/2023	APCH	101111*#	HINSDALE NURSERIES, INC.	STREET IMPROVEMENTS SERVICES	430-281	50	783.00
11/27/2023	APCH	101112*#	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	461.73
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	254.00
				CHECK APCHK 101112 TOTAL FOR FUND 02:			715.73
11/27/2023	APCH	101116*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,360.00
11/27/2023	APCH	101117	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
11/27/2023	APCH	101132	STONE WHEEL, INC.	VEHICLE MAINTENANCE	401-350	50	120.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
11/27/2023	APCH	101133*#	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50	793.80
				STREET IMPROVEMENTS SERVICES	430-281	50	99.00
				STREET IMPROVEMENTS SERVICES	430-281	50	1,360.80
				STREET IMPROVEMENTS SERVICES	430-281	50	94.50
				CHECK APCHK 101133 TOTAL FOR FUND 02:			2,348.10
11/27/2023	APCH	101137	ULINE	STREET IMPROVEMENTS SERVICES	430-281	50	3,524.04
11/27/2023	APCH	101138	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	790.00
11/27/2023	APCH	101139	UNDERGROUND PIPE SOLUTIONS	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,400.00
11/27/2023	APCH	101140	USABBLUEBOOK	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	923.50
11/27/2023	APCH	101142	ZAWADA, JADWIGA	CUSTOMER OVERPAYMENT	280-135	00	150.76
				Total for fund 02 WATER FUND			52,807.77

11/20/2023 04:21 PM			CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK				Page	7/7
User: EKOMPERDA			CHECK DATE FROM 11/15/2023 - 11/29/2023					
DB: Willowbrook								
Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount	
Fund: 10 CAPITAL PROJECT FUND								
11/27/2023	APCH	101099	CARROLL CONSTRUCTION SUPPLY	BORSE PARK IMPROVEMENT PROJECT	600-340	55	377.90	
11/27/2023	APCH	101105*#	FALCO'S LANDSCAPING INC	BORSE PARK IMPROVEMENT PROJECT	600-340	55	9,800.00	
11/27/2023	APCH	101111*#	HINSDALE NURSERIES, INC.	BORSE PARK IMPROVEMENT PROJECT	600-340	55	888.00	
				BORSE PARK IMPROVEMENT PROJECT	600-340	55	1,410.00	
				CHECK APCHK 101111 TOTAL FOR FUND 10:			2,298.00	
11/27/2023	APCH	101115	KIMLEY-HORN AND ASSOCIATE, INC.	MIDWAY PARK UPGRADE	600-342	55	16,000.00	
11/27/2023	APCH	101123*#	NOVOTNY ENGINEERING	ROAD PROGRAM DESIGN	600-310	55	22,680.00	
				RESURFACING	600-313	55	3,273.99	
				LED STREET LIGHT UPGRADE	600-318	55	7,992.00	
				BORSE PARK IMPROVEMENT PROJECT	600-340	55	8,480.32	
				BORSE PARK IMPROVEMENT PROJECT	600-340	55	1,953.75	
				BORSE PARK IMPROVEMENT PROJECT	600-340	55	181.67	
				MIDWAY PARK UPGRADE	600-342	55	8,480.31	
				MIDWAY PARK UPGRADE	600-342	55	12,517.14	
				MIDWAY PARK UPGRADE	600-342	55	181.66	
				CHECK APCHK 101123 TOTAL FOR FUND 10:			65,740.84	
11/27/2023	APCH	101126	PARVIN-CLAUSS SIGN CO	SIGNAGE TRAINING ROOM	600-343	55	3,784.00	
				Total for fund 10 CAPITAL PROJECT FUND			98,000.74	
			TOTAL - ALL FUNDS				319,549.05	

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

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
SETTING THE 2024 CALENDAR YEAR SCHEDULE OF  
REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES  
AND THE SCHEDULE OF REGULAR MEETINGS OF  
COMMISSIONS AND COMMITTEES OF THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**WHEREAS**, section 2.02 of the Illinois Open Meetings Act (5 ILCS 120/2.02) requires that every public body shall give public notice of the schedule of its regular meetings at the beginning of each calendar year and shall state the regular dates, times and places of such meetings; and

**WHEREAS**, section 2.02 of the Illinois Open Meetings Act further requires that the public body shall supply copies of the notice of its regular meetings, and notice of any special, emergency, rescheduled or reconvened meeting to any news medium that has filed an annual request for such notice; and

**WHEREAS**, section 2.02 of the Illinois Open Meetings Act further requires that the notice of the annual schedule of meetings of the Village of Willowbrook be posted on the Village website and remain so posted until a new public notice of the schedule of regular meetings is approved.

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

**SECTION ONE.** That the schedule of regular meetings of the Mayor and Board of Trustees and the schedule of regular meetings of all commissions and committees of the Village of Willowbrook, DuPage County, Illinois for the calendar year 2024, attached hereto as Exhibit “A”, be and is hereby approved and adopted.



**SECTION TWO.** That all said regular meetings of the Mayor and Board of Trustees, unless otherwise noted, for the 2024 calendar year shall take place at 6:30 p.m. at the Village of Willowbrook Community Resource Center, 825 Midway Drive, Willowbrook, Illinois 60527.

**SECTION THREE.** The Village Clerk or his designee is hereby directed to give notice of the dates, times and places of all such regular meetings of the Village of Willowbrook, as well as any special, emergency, rescheduled or reconvened meeting to any news medium that has filed a request for such notice.

**SECTION FOUR.** Notice of the scheduled times and place of all regular meetings for the calendar year 2024 shall be further made available to any member of the public and any news medium requesting a schedule of meetings.

**PASSED** and **APPROVED** this 27<sup>th</sup> day of November, 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”**

**VILLAGE OF WILLOWBROOK – REGULAR MEETINGS 2024**



# Village of WILLOWBROOK

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## **VILLAGE OF WILLOWBROOK - REGULAR MEETINGS 2024**

(Updated 11/20/2023)

PAGE 1

Please view the Village website, [willowbrookil.org](http://willowbrookil.org), for updates.

**MAYOR AND BOARD OF TRUSTEES** – All meetings of the Mayor and Board of Trustees of the Village of Willowbrook will be held at the Community Resource Center (CRC), 825 Midway Drive, Willowbrook, Illinois, until further notice.

Monday, January 8, 2024 @ 6:30 p.m.

Monday, January 22, 2024 @ 6:30 p.m.

Monday, February 12, 2024 @ 6:30 p.m.

Monday, February 26, 2024 @ 6:30 p.m.

Monday, March 11, 2024 @ 6:30 p.m.

Monday, March 25, 2024 @ 6:30 p.m.

Monday, April 8, 2024 @ 6:30 p.m.

Monday, April 22, 2024 @ 6:30 p.m.

Monday, May 13, 2024 @ 6:30 p.m.

**Tuesday**, May 28, 2024 @ 6:30 p.m.

Monday, June 10, 2024 @ 6:30 p.m.

Monday, June 24, 2024 @ 6:30 p.m.

Monday, July 8, 2024 @ 6:30 p.m.

Monday, July 22, 2024 @ 6:30 p.m.

Monday, August 12, 2024 @ 6:30 p.m.

Monday, August 26, 2024 @ 6:30 p.m.

Monday, September 9, 2024 @ 6:30 p.m.

Monday, September 23, 2024 @ 6:30 p.m.

Monday, October 14, 2024 @ 6:30 p.m.

Monday, October 28, 2024 @ 6:30 p.m.

**Tuesday**, November 12, 2024 @ 6:30 p.m.

Monday, November 25, 2024 @ 6:30 p.m.

Monday, December 16, 2024 @ 6:30 p.m.

### Exceptions:

- Budget Workshops:
  - January 11, 2024 – 5:30 pm
  - February 15, 2024 – 5:30 pm
  - March 14, 2024 – 5:30 pm
- Only one meeting will be held in December on the third Monday.



**VILLAGE OF WILLOWBROOK - REGULAR MEETINGS 2024**

PAGE 2

**PLAN COMMISSION** – All meetings of the Plan Commission of the Village of Willowbrook will be held at the Community Resource Center (CRC), 825 Midway Drive, Willowbrook, Illinois

Wednesday, January 10, 2024 @ 7:00 p.m.

Wednesday, February 7, 2024 @ 7:00 p.m.

Wednesday, March 6, 2024 @ 7:00 p.m.

Wednesday, April 3, 2024 @ 7:00 p.m.

Wednesday, May 1, 2024 @ 7:00 p.m.

Wednesday, June 5, 2024 @ 7:00 p.m.

Wednesday, July 10, 2024 @ 7:00 p.m.

Wednesday, August 7, 2024 @ 7:00 p.m.

Wednesday, September 4, 2024 @ 7:00 p.m.

Wednesday, October 2, 2024 @ 7:00 p.m.

Wednesday, November 6, 2024 @ 7:00 p.m.

Wednesday, December 4, 2024 @ 7:00 p.m.

Exceptions: Meetings in January and July will be held on the second Wednesday

The following meetings will be held at the Willowbrook Police Department, 7760 Quincy Street, Willowbrook, Illinois:

**BOARD OF POLICE COMMISSIONERS**

3rd Friday of every month – 8:00 a.m.

Exception – no meeting in December

**POLICE PENSION FUND-BOARD OF TRUSTEES**

Wednesday, January 17, 2024 @ 8:00 a.m.

Wednesday, April 17, 2024 @ 8:00 a.m.

Wednesday, July 17, 2024 @ 8:00 a.m.

Wednesday, October 16, 2024 @ 8:00 a.m.

NOTE: Please view the Village website for updates or changes to meeting locations, [willowbrookil.org](http://willowbrookil.org)



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## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 5.e.**

**DATE: November 27, 2023**

**SUBJECT:**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LIVING WATERS CONSULTANTS, INC. ("LWC") TO PROVIDE FINAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR THE BORSE PARK STREAM AND POND ENHANCEMENTS

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Dustin Kleefisch, Director of Park and Recreation  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

To pass a resolution to approve the proposal from Living Waters Consultants Inc, for the engineering, permitting, bidding, and construction phase coordination for the stream and pond enhancement at Borse Memorial Community Park, not to exceed the amount of \$35,800.

### **BACKGROUND/SUMMARY**

At the Committee of the Whole meeting on September 11<sup>th</sup>, 2023, a presentation with the Living Waters Consultants Inc. of concept plans for the stream and pond enhancement at Borse Memorial Community Park was presented to the Board. Staff asked for direction on which plan to pursue for the Borse Memorial Community Park project. It was decided that a single-phase project was the best option for the project as well as for the OSLAD (Open Space Lands Acquisition and Development) grant application for the project. This portion of the project will significantly enhance the natural elements of the park and beautify the park, while also creating recreational amenities that don't exist or will be significantly enhanced. Overall, this portion of the Borse project will be the most in-depth and beneficial from an ecological, environmental, and recreational perspective.

The proposal from Living Waters Consultants Inc. will aid staff in several ways with regard to the specialized nature of this project. Living Waters Consultants Inc. will provide technical expertise in the following areas:

- 1) Mapping and studies: Watershed evaluation and stormwater studies.
- 2) Field Assessment: Site survey, stream survey and geomorphic assessment
- 3) Final Engineering Plans
- 4) Permitting submittals: Village of Willowbrook, DuPage County, IDNR (Illinois Department of Natural Resources), Kane-DuPage SWCD (Soil & Water Conservation District)
- 5) Bidding Services: Engineering plan specifications and construction quantities along with bid recommendations
- 6) Construction Phase engineering services: Field representative for Village during construction phase
- 7) Maintenance and Monitoring Inspections: Native plant maintenance program
- 8) Project communication



Given Ted Gray's expertise and history with projects of a similar scope and scale, his involvement in this project will help provide a comprehensive overview to ensure things are done correctly from an engineering and environmental perspective. Given the scope of the project and the associated agencies that we must go through during the permitting process, it will be beneficial to move forward in the relative near future to ensure that the project has all of the appropriate permits and can start during construction season of 2024.

### **FINANCIAL IMPACT**

The proposed cost for the engineering services of Living Waters Consultants Inc. is not to exceed \$35,800.

### **RECOMMENDED ACTION:**

Staff's recommendation is to adopt the resolution to engage Living Waters Consultants Inc.

**RESOLUTION 23-R- \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT  
WITH LIVING WATERS CONSULTANTS, INC. ("LWC") TO PROVIDE  
FINAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR  
THE BORSE PARK STREAM AND POND ENHANCEMENTS**

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**WHEREAS**, the Village of Willowbrook (the "Village") is a home-rule unit of government pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village of Willowbrook has determined it is necessary to engage the services of a professional engineer firm to provide final professional services for the stream and pond enhancements at Borse Memorial Community Park (the "Project") and, as detailed in that certain Proposal and Agreement for Professional Engineering Services, and project understanding for professional services (the "Agreement"), attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Village desires to retain Living Waters Consultants, Inc. ("LWC") to provide professional engineering services to the Village for the Project; and

**WHEREAS**, the Village has determined that such services involve a high degree of professional skill and judgment; and

**WHEREAS**, the Village has previously retained the services of LWC and the Village has a satisfactory relationship with LWC; and

**WHEREAS**, the Village has determined that it is necessary, proper and in the best interest of the Village to retain LWC to provide professional engineering services, all as set forth in its proposal and upon the terms and conditions as set forth in that certain agreement, and terms and conditions attached hereto as Exhibit "A" and made a part hereof.

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

**SECTION 1:** The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully restated herein.

**SECTION 2:** That certain proposal and agreement by and between Living Waters Consultants, Inc. and the Village of Willowbrook, attached hereto as Exhibit "A" and made a part hereof, be and is hereby adopted and approved.

**SECTION 3:** The Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village of Willowbrook, that certain proposal and agreement by and between the Village of Willowbrook and Living Waters Consultants, Inc.

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**SECTION 4:** This Resolution shall be effective upon its passage and approval by the Mayor and Board of Trustees of the Village of Willowbrook.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 27<sup>th</sup> day of November, 2023, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**PROFESSIONAL ENGINEERING SERVICES PROPOSAL AND AGREEMENT BY  
AND BETWEEN LIVING WATERS CONSULTANTS, INC.  
AND THE VILLAGE OF WILLOWBROOK**

# LIVING WATERS CONSULTANTS, INC.

## PROFESSIONAL SERVICES AGREEMENT

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This Agreement is entered into this 1st day of November, 2023 by and between Village of Willowbrook hereinafter referred to as "CLIENT") and LIVING WATERS CONSULTANTS, INC. (LWC).

**Upon approval, please sign pages 4 and 6.**

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In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services.** The specific scope of services (the "Services") to be performed by LIVING WATERS CONSULTANTS, INC. ("LWC") for the CLIENT shall be as described and authorized in the fully executed service order ("Service Order") attached hereto as Exhibit A which defines the scope of services for the project (the "Project"). If Additional Services are requested by Client for the Project, a serially-numbered Service Order to this Agreement shall be prepared by LWC and submitted to the CLIENT's designated representative for review and written approval prior to initiation of additional services on the Project. Except as set forth in the Professional Services Agreement and the Service Order ("Proposal") attached as Exhibit A, all Services authorized by subsequent Service Order(s) pursuant to this Agreement shall be subject to the terms of this Agreement unless further modified in writing by mutual consent of the parties in said Service Order. LWC shall not be responsible for directing or controlling the activities of the contractors, subcontractors or any other parties not engaged by LWC. LWC shall have no responsibility for means, methods, techniques or sequences of construction or for safety precautions or programs in connection with the work at the Project site.

2. **Compensation for Services.** (a) Services shall be invoiced in accordance with the provisions of the Service Order(s). Services charged Lump Sum shall be invoiced according to percent completion of the Project. Services charged hourly shall be invoiced in accordance with the Professional Fee Schedule herein. In the event that written notification is provided by either party to stop services, all Services performed based upon percentage completion of the Services as of the receipt of such notice and costs and expenses incurred by LWC in connection with the Services, shall be paid by CLIENT. In the event that the Services are hourly, rather than lump sum, the CLIENT shall, upon written notification to stop or termination of services, compensate LWC based upon services performed to the date of notice. Any services not specifically identified Exhibit A are Additional Services and shall be provided only through subsequent Service Orders which are executed by CLIENT and LWC. Compensation for Additional Services in accordance with subsequent Service Orders shall be at LWC's standard hourly rates in accordance with the Professional Fee Schedule unless otherwise agreed to in writing by CLIENT and LWC in said Service Orders.

3. **Invoices and Payments.** Invoices shall be submitted monthly or upon completion of Services, whichever occurs first, and payment shall be in accord with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/, *et. seq.*). All payments should be remitted to: Living Waters Consultants, Inc., 16W455 S. Frontage Road, Suite 119, Burr Ridge, IL 60527.

4. **Confidentiality.** Each Party shall retain as confidential all information so designated on its fact as "Confidential" delivered to it by the other party, which (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, and similar information not previously known to the receiving Party or in the public domain. Confidential information shall not be disclosed to any third party, unless required by law or court order, unless necessary to perform the Services described in the Service Order.

5. **Standard of Care.** LWC shall perform the Services set forth in the Service Order consistent with the standard of professional practice reasonably expected from professional performing similar services under similar conditions at the locale of the Project. LWC MAKES NO WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW. CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY LWC TO CLIENT PURSUANT TO THIS AGREEMENT.

6. **Ownership of Deliverables.**

(a) All Project deliverables (the "Deliverables") including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by LWC pursuant to this Agreement are part of the Services contracted for by CLIENT and are the property of LWC including all intellectual property rights therein. Provided CLIENT performs its obligations pursuant to this Agreement, including prompt payment of all sums when due, LWC grants to CLIENT an irrevocable non-exclusive, nontransferable license to use the Deliverables in connection with the completion of the Project, and for information purposes only in connection with any additions or extension associated with the Project required for completion and for no other purpose.

Deliverables shall not be used by CLIENT, its employees, agents or contractors on any other project without the prior written authorization of LWC. CLIENT releases LWC from all claims, loss or liability resulting from CLIENT's unauthorized use of Deliverables and shall indemnify LWC against all claims, loss or liability arising from such use.

LWC's Deliverables comprise the printed hard copy of final reports, drawings, plans, specifications and other documents required by this Agreement. Any use of electronic deliverables is at user's sole risk and responsibility.

7. **Insurance.** LWC maintains the following insurance coverages:

<u>Type</u>	<u>Limits</u>
Workers' Compensation/Employer's Liability	Statutory/\$1,000,000
Professional Liability	\$1,000,000 per claim/agg.
Automobile Liability	<u>\$1,000,000 combined single limit per accident for bodily injury and property damage</u>
Commercial General Liability	<u>\$1,000,000 limit per occurrence for bodily injury, personal injury and property damage.</u>

8. **Limitation of Liability.** CLIENT agrees, to the fullest extent permitted by law, to limit the liability of LWC to the CLIENT or anyone claiming through the CLIENT for any and all claims, suits, losses, costs, expenses, or damages of any nature whatsoever (hereinafter "Claims"), including attorney's fees and costs, so that the total aggregate liability of LWC to the Client for any claim or claims arising from LWC's Services or this Agreement shall not exceed the available insurance proceeds of LWC covering such Claims. It is specifically agreed by and between CLIENT and LWC that no employee of LWC shall be named individually in any suit, claim or have any personal liability arising out of performance of this Agreement or any services provided by LWC unless caused by the negligent and willful act or omission by LWC or its employees or agents.

(a) In no event shall LWC be responsible for any incidental, indirect, or consequential damages (including loss of profits), including damages for delay incurred by CLIENT as a result of LWC's performance or nonperformance of any Services.

(b) All claims, whether based on contract, tort, statute, or otherwise shall be deemed waived unless made by CLIENT in writing and received by LWC within one (1) year after CLIENT knew or should have known of its existence but, in no event, shall any claim be asserted by CLIENT later than three (3) years after LWC's completion of the actual Services which form the basis of the claim made.

(c) LWC is not responsible for any changes, modifications or alterations made to its work product, including LWC's plans and specifications without the express written consent of LWC to such changes, modifications or alterations. CLIENT agrees to release LWC from any liability arising out of such changes, modifications or alterations and to indemnify and hold LWC harmless from any claims, demands or damages by third parties, including attorney's fees, costs and expenses, arising from such changes.

(d) Neither LWC nor its agents shall have any responsibility for the discovery, presence, handling, permitting, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site or adjacent real estate, including the ground water located thereon. LWC shall not be responsible for costs or delays associated with the discovery, presence, or removal of hazardous materials and ground water on the Project site.

9. **Right of Entry.** CLIENT shall provide for LWC's right to enter from time to time property owned by CLIENT and/or others in order for LWC to perform the agreed work. CLIENT understands that use of equipment may cause some damage to such property, which LWC will use best efforts to minimize. CLIENT waives any claim against LWC, and agrees to indemnify, defend, and hold LWC harmless from any claim or liability for injury, damage or loss allegedly arising from procedures associated with the services, unless caused by the gross negligence or reckless and willful act or omission by LWC.

10. **Opinions of Costs.** Any estimates or opinions of probable cost of construction or evaluations of CLIENT's budget for the Project are estimates only. It is recognized, however, that neither LWC nor CLIENT has control over the cost of labor, materials or equipment, the contractor's methods of determining bid prices or competitive bidding, market or negotiating conditions. Accordingly, LWC cannot and does not warrant or represent that bids or negotiated prices will not vary from the CLIENT'S budget for the Project or from an estimate or opinion or evaluation prepared by LWC.

11. **Termination, Suspension or Abandonment.**

(a) This Agreement may be terminated by either party upon seven (7) days written notice, should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the terminating party.

(b) If CLIENT fails to pay LWC for Services when due, LWC may, upon seven (7) days written notice to CLIENT, or at its option, suspend performance of Services under this Agreement. In the event of suspension of Services, LWC shall have no liability to CLIENT for delay or damage caused CLIENT because of such suspension of Services.

(c) Irrespective of which party shall effect termination or the cause therefore, CLIENT shall, within thirty (30) calendar days of such termination of this Agreement, pay LWC for the Services rendered based upon percentage of Services completed as of the effective date of termination and costs incurred. Services and the associated costs shall include those rendered up to the time of termination, as well as those associated with any such termination including, but not limited to, demobilization costs.

12. **Force Majeure.** Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this Agreement where the causes of such failure shall include, but not be limited to, acts of God, strikes, pandemics, epidemics, acts of terrorism, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, disruptions in availability of materials and equipment, insurrections, riots, governmental action or shutdowns, explosions, fire, floods, or any other cause not within the reasonable control of either party.

13. **Entire Agreement.** This Agreement, including any documents incorporated by reference herein or in the executed Service Order, shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent it expressly incorporates, or is incorporated into, this Agreement. This Agreement may be amended only by written instrument executed by both parties hereto.

14. **Governing Law.** It is agreed that this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. LWC and CLIENT agree to irrevocably submit themselves to the personal jurisdiction of the courts located in Lake County, Illinois.

15. **Interpretation and Enforcement.** This Agreement shall not be modified except by written agreement signed by both CLIENT and LWC. This Agreement shall be binding upon the CLIENT and LWC, their heirs, successors, and assignees.

16. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

17. **Relationship of Parties.** The relationship between CLIENT and LWC is one of independent contractor. The duties, responsibilities and work product, including, but not limited to, reports, plans, specifications and other documents of LWC are for the use and benefit of CLIENT only and no other person or party may use or rely on such work product without the express written consent of LWC.

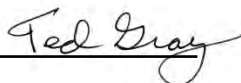
18. **Disputes.** LWC and CLIENT agree to cooperate in resolving any claims, controversies or disputes ("Dispute" or "Disputes") that may arise out of or relate to this Agreement, the breach thereof, or a Work Order. Except for non-payment of an Invoice, the parties agree to the following Step Negotiations to resolve a Dispute:

Step Negotiations: (i) Any party may give the other party written notice of any Dispute not resolved in the normal, course of business. LWC and CLIENT agree to meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as reasonably necessary, to attempt to resolve the Dispute. If either party intends to be accompanied at a meeting by an attorney, the other party shall be given at least three (3) working days' notice and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential. If the matter is not resolved within thirty (30) days from the written notice, or if no meeting takes place within fifteen (15) days after such notice, either party may initiate mediation as provided herein. (ii) All Disputes that cannot be resolved as provided in Section 18.(i) shall initially be submitted to mediation with a mutually agreeable mediator. Submission to mediation is a precondition to litigation. (iii) If the Dispute is not resolved within thirty (30) days after the mediation session, either party may initiate litigation as set forth in Section 14; however, either party may initiate suit prior to mediation to protect a claim from an untimeliness in which case litigation should be stayed for sixty (60) days or such longer time as required pending completion of mediation.

CLIENT: VILLAGE OF WILLOWBROOK

LIVING WATERS CONSULTANTS, INC.

By: \_\_\_\_\_

By: Ted R. Gray 

Its: Mayor

Its: Engineer & Eco-Hydrologist

**LIVING WATERS CONSULTANTS, INC.**

2023 Professional Services Fee Schedule

ENGINEER & ECO-HYDROLOGIST	\$160/HR
WATER RESOURCES ENGINEER	\$160/HR
LANDSCAPE ARCHITECT	\$130/HR
ECOLOGIST	\$130/HR
WETLAND SCIENTIST	\$130/HR
ENGINEERING TECHNICIAN	\$130/HR
WASTEWATER ENGINEER	\$160/HR
FIELD TECHNICIAN	\$75/HR
LAKE SCIENTIST	\$160/HR
SURVEYOR FOREMAN	\$140/HR
SURVEYOR TECHNICIAN	\$95/HR
EXPERT WITNESS	\$350/HR
LEGAL CONSULTING	\$280/HR
GIS TECHNICIAN	\$110/HR
CADD TECHNICIAN II	\$100/HR
CADD TECHNICIAN I	\$75/HR
MAINTENANCE FOREMAN	\$90/HR
MAINTENANCE LABOR	\$65/HR
OFFICE MANAGER	\$90/HR
MILEAGE	\$0.65/MILE

**EXHIBIT "A"**  
**SERVICE**  
**ORDER**

LIVING WATERS CONSULTANTS, INC. ("LWC") agrees to perform for CLIENT, on this specific Project, the Services in the Proposal described below. The Services shall be performed subject to and upon the terms and conditions set forth in the Professional Services Agreement (the "Agreement") dated 11/01/2023, by and between LWC and CLIENT, which Agreement is hereby incorporated into this Work Order.

**PROJECT TITLE:** \_\_\_\_\_ **PER PROPOSAL DATED:** 11/01/2023

**BORSE PARK STREAM AND POND ENHANCEMENT**  
**ENGINEERING PROPOSAL, VILLAGE OF WILLOWBROOK,**  
**ILLINOIS**

**SERVICES:** \_\_\_\_\_ **PER PROPOSAL DATED:** 11/01/2023

**TOTAL COST/TERMS:** \_\_\_\_\_ **PER PROPOSAL DATED:** \_\_\_\_\_

**EFFECTIVE DATE:** 11/01/2023

**PERIOD OF ACCEPTANCE:** \_\_\_\_\_ **THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE VALID FOR A PERIOD NOT TO EXCEED 45 DAYS FOLLOWING MAILING OF THIS AGREEMENT TO CLIENT.**

**SPECIAL TERMS AND CONDITIONS:** \_\_\_\_\_ **PER PROPOSAL DATED:** 11/01/2023

**AUTHORIZATION**

This Work Order and the scope of services (the "Services") defined herein are approved and LWC is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

Requested By:

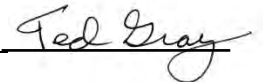
Accepted By:

**CLIENT: VILLAGE OF WILLOWBROOK**

**LIVING WATERS CONSULTANTS, INC.**

By: \_\_\_\_\_

By: Ted R. Gray



Title: Sean Halloran, Village Administrator,  
its duly authorized agent

Title: Engineer & Eco-Hydrologist

Date: \_\_\_\_\_

Date: 11/01/2023



**TONY AND FLORENCE BORSE PARK  
STREAM & POND ENHANCEMENT ENGINEERING SERVICES**

**VILLAGE OF WILLOWBROOK, ILLINOIS  
NOVEMBER 1, 2023**



**Proposal to:**

**VILLAGE OF WILLOWBROOK  
DIRECTOR OF PARKS AND RECREATION  
DUSTIN KLEEFISCH  
835 MIDWAY DRIVE  
WILLOWBROOK, IL 60527**

**By:**



**LIVING WATERS CONSULTANTS  
TED GRAY, PE, CFM, CPESC  
16W455 S. FRONTAGE ROAD, SUITE 119  
BURR RIDGE, IL 60527**



**MAKING A DIFFERENCE FOR STREAMS, RIVERS & LAKES**  
Stream Restoration • Lake and Wetland Management  
Water Quality Control • Stormwater Engineering

November 1, 2023

Dustin Kleefisch  
Director of Parks and Recreation  
835 Midway Drive  
Willowbrook, IL 60527

RE: TONY AND FLORENCE BORSE PARK  
STREAM & POND ENHANCEMENT ENGINEERING SERVICES  
VILLAGE OF WILLOWBROOK

Dear Mr. Kleefisch:

Thank you for the opportunity to submit the enclosed proposal for Final Engineering Services for the Borse Park Stream and Pond Enhancement Project. This proposal is based on the recently completed Borse Park Stream and Pond Enhancement– Concept Plan prepared by Living Waters Consultants, Inc.

Please contact me at 630-321-1133 if there are any questions. If this proposal is acceptable, please sign and return copies of the attached Agreement Form, pages # 4 and 6. We look forward to working with the Village of Willowbrook and the consulting team members for this important project.

Best Regards,

A handwritten signature in black ink that reads 'Ted Gray'. The signature is written in a cursive, flowing style.

Ted Gray, P.E., CFM, CPESC  
Engineer / Eco-Hydrologist  
Living Waters Consultants, Inc.

## **Project Understanding**

Tony and Florence Borse Park is an extremely valuable resource. It provides recreational opportunity, open space, aquatic habitat, flood storage, runoff conveyance, birding, and other benefits for the community. But the value of the stream and pond resource is compromised by such problems as extensive streambank erosion, shallow pond depths, impaired aesthetics, degraded water quality, sediment accumulations, and other impacts. Pond water depths at Tony and Florence Borse Park are below one foot during summer and fall. Unvegetated mud flats can become exposed in areas. The existing relatively degraded conditions impact path infrastructure, park aesthetics, aquatic habitat, and water quality.

The Borse Park Enhancement Project - Concept Plan was completed by Living Waters Consultants, Inc. to address many of these concerns. The August, 2023 Concept Plan includes stream, pond, and riparian enhancement measures as well a preliminary opinion of probable costs. The Concept Plan was reviewed by residents in recent public meetings. The Village of Willowbrook is applying for Grant funding in part for implementation of the Borse Park Enhancement Project.

At this time, LWC proposes to provide Final Engineering Plans, Permitting, Bidding, and Construction Phase Services for the Stream and Pond Enhancement Project for the Village of Willowbrook. Proposed Engineering Services will be based on environmentally sound streambank and pond shoreline stabilization practices, potential fishing opportunity, improved water quality, aquatic habitat, and aesthetic enhancement. Project implementation will provide substantial enhancement of the headwaters of Sawmill Creek located at Tony and Florence Borse Park.

## **Project Approach**

We propose to provide Stream and Pond Enhancement Engineering Services based on environmentally sound methods for Tony and Florence Borse Park. The Engineering Services will describe locations and recommendations for the following stream and pond enhancement measures. These include streambank and pond shoreline stabilization, with re-graded and naturalized bank slopes. Existing pond sediment deposits and mud flat areas would be dredged and relocated to construct deeper water conditions. Sediment relocation would likely be onsite, out of the floodplain, to allow for potential construction of a sledding hill by others. The pond dimensions, potential depth, and shoreline are intended to support a limited fish population.

Fish and wildlife habitat will be improved by enhancing adjacent shoreline conditions and/or wetland conditions. Dense stands of invasive brush (buckthorn and honeysuckle) would be replaced with native trees, shrub clusters, and native herbaceous understory. Proposed riffle structures will enhance channel stability at the existing north pedestrian path stream

crossing, where existing footings are being scoured and undermined. Riffles will diversify aquatic habitat. Native plantings will include flowers, grasses, trees and shrubs. Savanna, wetland, and aquatic habitat will be enhanced. The stream design will incorporate the proposed central bridge crossing. An option can be provided for pond shoreline pedestrian access with stone steps to the water's edge. As a future option, educational signage could be installed to inform visitors about ecological components of the site restoration. Water quality would be improved. Proposed plantings include shoreline-stabilizing native plant species.

An Engineer's Preliminary Opinion of Probable Construction Costs will be provided for stream and pond enhancement at Tony and Florence Borse Park.

We will include an option to apply for the DuPage County Water Quality Improvement Grant (WQIP). LWC has assisted with grant applications and engineering services to acquire over \$8.5M in grant funding for our clients for similar projects.

Methods of stream and pond assessment will include but not be limited to geomorphic assessments of the stream channel and riparian corridor, preliminary hydrologic and hydraulic conditions, and an understanding of watershed characteristics. Analyses may be based on soils, hydrology, vegetation, valley processes, stream geometry, observations of sheet and gully erosion, bar formation, inspection of rotational failures, stormwater utilities and/or channel structures, and other characteristics.

Project implementation will benefit the community through environmentally sound streambank and shoreline stabilization, enhanced recreational opportunity, increased aesthetic value, shoreline access, fishing opportunity, more diverse aquatic habitat, improved naturalization, and species richness. Services to be provided include the following:

#### Elements of the Engineering Services:

- a) Final Engineering Plans and Survey
- b) Permitting Services
- c) Engineer's Opinion of Probable Construction Costs
- d) Bidding Services
- e) Construction Phase Engineering Services
- f) DuPage County WQIP Grant Applications

#### Benefits of Future Project Implementation:

- a) Environmentally Sound Stream and Pond Enhancement
- b) Improved Protection for Existing Infrastructure at Stream Crossings
- c) Improved Aesthetics

- d) Enhanced Recreational Opportunity
- e) Aquatic Habitat and Water Quality Improvement
- f) Grant Funding Opportunity
- g) Community Awareness and Education

### **Project Team Experience & Awards**

Living Waters Consultants, Inc. provides services for the management and restoration of streams, lakes, and wetlands. LWC has completed Design Engineering Plans, Engineering Services, Bidding Services, Permitting, Construction Phase Services, Maintenance Observation, Water Quality and Ecological Monitoring, and Grant Funding Acquisition services. Experience includes bioengineering stabilization, wetland and riparian enhancement, stormwater best management practices, water quality improvement, aquatic plant and algae management, dredging and re-purposing of sediment deposits, habitat enhancement, native landscaping, and sediment control techniques. Example hydrologic and hydraulic modeling experience includes HEC-RAS, HEC-HMS, FEQ, TR-20, and others. Our experience enables us to provide cost-effective, environmentally sound, and long-term solutions.

We offer the following example projects:

- A. Sugar Creek Restoration Project (Sugar Creek Golf Course), Elmhurst Park District and Village of Villa Park. (Streambank Stabilization, Shoreline Enhancement, Dam Removal, Dredging, Sediment Forebay, Wetland Construction, Grant Acquisition, Final Engineering, Cost Estimates, Permitting, Bidding, Construction Phase, Monitoring Observations.)
- B. Lake Carriageway Shoreline Enhancement Project, Pleasant Dale Park District. (Shoreline Enhancement Design, Outlet Structure Modification, Dredging Evaluations, Wetland Enhancement, Engineering Plans, Cost Estimates, Permitting, Bid Document Preparation, Contractor Coordination, Construction Observation.)
- C. Triangle Park Stream Restoration Project and Flood Abatement Project, Woodridge Park District. (Fluvial Geomorphic Evaluations, Grant Funding Acquisition, Engineering Plans, Details, Specifications, Cost Estimates, Permitting, Bid Document Preparation, Contractor Coordination, Construction Observation, Grant Administration, and Maintenance Obsvtn.)
- D. Crystal Lake Engineering Services, Urbana Park District. (Site Assessment, Shoreline Engineering Services, Water Quality Monitoring, Fish Habitat Enhancement, Shoreline Access Opportunity.)
- E. Hobson Creek Streambank and Riparian Corridor Restoration Project, Woodridge Park District. (Grant Acquisition, Fluvial Geomorphic Evaluations, Engineering Plans, Details, Specifications, Cost Estimates, Permitting assistance, Bid Document Preparation, Contractor

Coordination, Public Presentations Construction Observation, Grant Administration, and Maintenance Observation services.)

### **Certifications**

Ted Gray has a graduate degree in Aquatic Ecology (M.S.), licensure in Professional Engineering (P.E. in IL and WI), and is a Certified Floodplain Manager (CFM). Ted has provided river engineering / consulting for over 25 miles of stream restoration projects on 50 project sites in 31 streams. Services include natural channel design, stream re-meandering, site inventories, dam removal, and related engineering services. His experience in Ecology, Hydrology, Engineering and Fluvial Geomorphology allow for environmentally sound and technically competent restoration projects.

Christian Smith, PE is a Professional Engineer (PE) with an emphasis in Hydrology and Hydraulics (H&H). His expertise includes steady and unsteady hydraulic modeling using EPA-SWMM, WSP2, HEC-RAS, WSPRO and FEQ. Studies include stream restoration, flood risk analyses, dam breach analyses, floodplain/floodway and modifications studies. Hydrologic tools have included TR-20, and HEC-HMS.

### **Awards**

American Fisheries Society – President’s Award  
APWA - Project of the Year  
APWA - Technical Innovation Award  
Excellence in Landscape – Ecological Planning & Chicago Greenworks  
Governor’s Hometown Award – Sustainability & Beautification  
IAFSM - Stormwater Project of the Year Award  
IAPD / IPRA - Outstanding Sustainability Award – Douglas Creek Restoration  
IECA - Environmental Achievement Award  
Lake County SMC - Stormwater Community of the Year Award (By Client)  
National Visionary Award - Top 5 Finalist  
U.S. EPA / Chicago Wilderness – Native Landscaping Award (5 Projects)  
U.S. EPA – Leadership in Conservation Award

Public information and outreach has been provided for dozens of local, national, and international conferences and workshops.



## **A. Scope of Services**

### **1.0 Mapping and Studies**

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- a. Watershed Evaluation: Coordinate with relevant agencies for the acquisition of existing GIS, survey, and utilities information. Review of aerial photos, topographic maps, soils maps, storm sewer layout, wetland maps, easements, utilities, and other information. Consultant shall also examine historic aerial photos, pre-settlement maps, geology, and other mapping.
- b. Stormwater Studies: LWC will utilize either and/or DuPage County GIS topographic contours or the Novotny Engineering topographic survey. We will also investigate the most current existing hydrologic and hydraulic statistics for the Sawmill Creek headwaters through the area.

### **2.0 Field Assessment**

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- a. Field-based stream and riparian corridor investigation shall be performed. Geomorphic assessment of stream stability, pond shoreline, erosion, wetland, riparian conditions and other features will be based on soil analysis, slopes, grades, hydrology, hydraulics, observations of sheet and gully erosion, bar formation, inspection of rotational failures, vegetative growth, stormwater utilities in the vicinity, and other characteristics.
- b. Stream survey will evaluate existing streambank slopes, channel bed elevations, earthwork, slopes, and other conditions.
- c. Site survey shall include three (3) cross sections at the stream channel and two (2) cross sections at the pond.

### **3.0. Final Engineering Plans**

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- a. Basemap shall be prepared depicting available existing topography, new parking lot, known parcel boundaries, easements, storm sewers, utilities indicated on available GIS, roads, building facilities and/or other information. Proposed basemap topography includes either available Village topography or the County GIS basemap. (See Field Assessment cross section survey above, as well.)
- b. Final Engineering Plans and Specifications shall be prepared. Plans shall depict the project location, proposed grading, rock protection, pond sediment excavation, sediment relocation, approximate earthwork volume, stream stabilization, removal of invasive plant species, native vegetation, construction ingress and egress, existing utilities as available, species types and quantities of proposed native vegetation, and/or other riparian management practices.
- c. Engineering Plans shall be reviewed by the Village of Willowbrook. Plans and shall be integral documents for construction activities.
- d. An Engineer's Opinion of Probable Construction Costs shall be prepared.

#### 4.0. Permitting Submittals

- a. One permit submittal each shall be made to Village of Willowbrook, DuPage County (for floodway if needed), U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources / OWR, Kane-DuPage SWCD (if needed), Illinois Department of Natural Resources – T & E Species, and U.S. Fish & Wildlife Services – T & E species. These permit submittals shall include the permit application submittal requirements for each agency as described in available documentation. However, while Living Waters Consultants, Inc. has extensive experience with permitting similar projects, permit approvals cannot be guaranteed. The final decision of whether to grant final permit approval is the responsibility of the permitting agency.
- b. A wetland and/or OHWM delineation with survey of flagged areas shall be provided.
- c. Hydrologic and/or hydraulic modeling permit submittals are not expected to be required and are not included at this time.
- e. We assume that DuPage County GIS topographic contours will be adequate for the plan view of the engineering plans. Surveyed cross sections through the pond and the existing dam outlet structure will be provided as described above. Additional topographic, if needed, could be provided as an Option below.
- f. An As-Built Survey is not included at this time and would be provided by the Contractor or under separate contract.

#### 5.0. Grant Application Services

- a. As an option, Living Waters Consultants (LWC) can prepare a grant application for the DuPage County Water Quality Improvement Program.
- b. Grant Administration and related reporting will be provided by the Village of Willowbrook. However, LWC can assist with the Final Report.

#### 6.0. Bidding Services

- a. Engineering Plan Specifications for Bidding shall be prepared by Living Waters Consultants, Inc. Special Provisions shall include but not be limited to Project Summary, Location, Site Preparation, Stream Improvements, Erosion Control, Plant Materials, Progress Meetings, Vegetative Performance Standards, Project Signage, Restoration of the Work Area, Traffic Control, Temporary Fencing, Items as Ordered by Owner's Representative, and related information.
- b. Bid List Construction Quantities shall be provided for the bid form. A Pre-Bid Meeting will be held onsite with the assistance of LWC. In addition, LWC will assist with responding to Bidder Requests for



Information. For example, LWC may assist with responses regarding technical questions that may be submitted by the bidders. We assume that administrative, insurance, construction access issues, and legal related questions will be provided by the Village of Willowbrook.

- c. Contractor Selection Services shall include preliminary identification of prospective bidders, and Bidder coordination. LWC will assist with Evaluations for up to three (3) Bidders. Value engineering services will be provided based on bid costs and construction quantities.
- d. LWC will provide recommendations regarding bid selection to the Village of Willowbrook based on Bid results and evaluation of Bidders. The responsibility for final Contractor Selection and Contract negotiation shall be performed by the Village of Willowbrook.

#### 7.0. Construction Phase Engineering Services

- a. Owner's Representative Construction Observation services by LWC shall include coordination with the Village of Willowbrook and Contractor, review of field locations of proposed stream and pond improvements, review of installation in accordance with plans and specs, post-construction final inspection, and observation of erosion and sediment control practices.
- b. LWC shall provide review of pay requests, invoices, and recommendations for Pay Requests submitted by the Contractor.
- c. The Village of Willowbrook shall be solely responsible for reimbursement to the Contractor per the Contract. Village personnel may assist with construction observation inspections and coordinate with LWC as available.

#### 8.0. Maintenance and Monitoring Inspections

- a. Native plant maintenance implementation is a critical component of long-term streambank stabilization. Post-construction native plant maintenance and monitoring inspections could be provided at time and materials under separate contract.

#### 9.0. Project Communication

- a. Updates shall be provided to the Village of Willowbrook as required.
- b. Engineering design review meetings shall be provided with the Village of Willowbrook.
- c. One coordination meeting is proposed to occur with Upland Design.
- d. The Bid related meetings and Construction Phase Engineering meetings shall be held as described above.

#### 10.0. Items Not Included:

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- a. Significant design modification related to Change Order services are not included and would be billed time and materials.
- b. It is assumed that a 1-foot topographic survey is not required to be provided other than the cross section survey by LWC as described above.
- c. The As-Built Survey is not included at this time and is presumed to be provided by the Contractor or under separate contract.
- d. Permit review fees charged by agencies are not included.
- e. It is our understanding that onsite soil disposal site engineering plans (grading, erosion control, access, infrastructure protection, etc.), for the disposal of excess stream and pond sediment, will be prepared by Novotny Engineering. We propose to reference the onsite disposal general location on the LWC Stream and Pond Engineering plans. We assume that the stream contractor will be responsible to provide gross disposal and staging of excess soil (not final grading) in a location to be determined by Novotny Engineering. We assume the excess sediment disposal location and related engineering plans will be prepared and available by spring, 2024 (see Schedule below) when the Stream and Pond Enhancement Project may go to Bid.
- f. Hydrologic and/or hydraulic modeling permit submittals are not expected to be required and are not included at this time.
- g. Threatened / endangered species surveys for permitting are not expected to be required and are not included.
- h. Public meetings are not included and if needed would be provided at time and materials.
- i. Neither LWC nor its agents shall have any responsibility for the discovery, presence, handling, permitting, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- j. LWC does not in any way warrantee or guarantee opinions of probable construction cost due to several factors outside LWC's control.
- k. We assume that a private or public utility survey is not needed. We would request that mapping of existing utilities be provided by the Owner. No survey is proposed to locate existing utilities other than those identified on existing plans, to be provided by others.
- l. The proposed project assumes onsite sediment disposal. Sediment soil chemistry testing (as may be needed for pond offsite removal of excavated sediment) is not expected to be required by permit agencies for onsite disposal, and is not included.
- m. Responsibility for avoidance of damage to existing structures, paths, bridge crossings, utilities, adjacent embankment areas, roadways, or equipment before, during and after construction shall be the responsibility of the Contractor and/or others, and is not included.

- n. LWC will not be responsible for past in-stream modifications downstream of Borse Park in the streambed including installation of stream de-watering storm inlets in the bottom of the channel and riprap placement within the streambed.
- o. The Contractor(s) shall be responsible to ensure that the Project conforms to Final Engineering Plans and Specifications, and permit agency requirements.
- p. LWC shall notify the Contractor and Client as needed to correct discrepancies which we observe between field construction and the approved Final Engineering Plans and Specifications. However, the Contractor shall be responsible for the guarantee of all workmanship, materials, and satisfactory installation of improvements.

#### 11.0 Items to be Provided by Client

- a. Available stormwater and/or floodplain studies in each drainage area, as may be available.
- b. Any other items which may be helpful to our completion of this work.
- c. Unless notified otherwise, we presume that if a DuPage County grant is awarded that administration of the grant and related reporting will be provided by the Village of Willowbrook.
- d. It is our understanding that onsite soil disposal site engineering plans (grading, erosion control, access, infrastructure protection, etc.), for the disposal of excess stream and pond sediment, will be prepared by Novotny Engineering. We propose to reference the onsite disposal general location on the LWC Stream and Pond Engineering plans. We assume that the stream contractor will be responsible to provide gross disposal and staging of excess soil (not final grading) in a location to be determined by Novotny Engineering. We assume the excess sediment disposal location and related engineering plans will be prepared and available by spring, 2024 (see Schedule below) when the Stream and Pond Enhancement Project may go to Bid.

#### 12.0 Preliminary Schedule

It is our understanding that the schedule for the Stream and Pond Enhancement Project installation includes completion on or before April 30, 2025. Although contractor schedules remain to be determined, completion by that time is likely in part given the relatively short duration of construction (perhaps 2.5 months, weather permitting). The stream and pond project is somewhat independently accessed from the remaining park construction activities. Thus even though permit approvals may take 4 to 6 months from past experience, it is expected that the completion of construction would occur on or before April 30, 2025. The following is an estimated schedule.

- a. Contract approval. Dec. 1, 2023.
- b. Wetland delineation (outside growing season). Dec. 15, 2023.
- c. Draft Final Engineering Plans. Est. Jan. 30, 2024.
- d. Permit Submittals. Est. Feb. 10, 2024.
- e. Permit Review by Agencies. TBD.
- f. Permit Approvals. Est. June / July, 2024.
- g. Commence Bidding. Mid-March, 2024.
- h. Bid Results. Mid-April, 2024.
- i. Commence Construction. TBD. Fall, 2024. (This project may also be installed during late fall / winter between late 2024 and early 2025.)
- j. Complete Construction. TBD. Est. Late Fall, 2024. No later than early spring, 2025.
- k. Tree / Shrub Installation. Fall, 2024 through mid-spring, 2025.
- l. Final Native Plant Plug Installation. Following substantial completion of construction, typically this occurs early in the growing season. Likely by April 30, 2025 (no later than mid-May, 2025).
- m. Native Plant Maintenance (ongoing).
- n. Monitoring and/or Maintenance Inspections (ongoing).

### 13.0. Fees:

The Stream and Pond Enhancement Engineering Services for Tony and Florence Borse Park as described above shall be completed for a lump sum of \$35,800, not to be exceeded without consent of the Client.

#### Option 1: DuPage County WQIP Grant Application (WQIP)

The DPC WQIP Application is due on or before January 5, 2024. Grant Administration and related reporting would be provided by the Village of Willowbrook. However, LWC would assist with the Grant Final Report. The DuPage County WQIP Grant Application (WQIP) can be provided for a fee of:

\$2,500.

Invoices are due within 30 days. Any services rendered in excess of the specified Scope of Services shall be performed with consent of Client and billed according to the Professional Fee Schedule. Prices quoted assume that an acceptable contract is placed with LWC within forty-five (45) days from the date of this proposal. Late fees of 1.5% are applied to invoices unpaid after 30 days.

## B. Related Services

Related services which may be provided under separate contract include:

- Vegetation Monitoring and Maintenance Observation (T & M)
- Environmental Education
- Other Monitoring (Fish Surveys, Water Quality, Wildlife)
- Grant Applications



Village of  
**WILLOWBROOK**

[Return to Agenda](#)

**Village Administrator's  
Office**

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**BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 5.f.**

**DATE: November 27, 2023**

**SUBJECT:**

A MOTION TO APPROVE AN OFFER OF EMPLOYMENT TO MR. RICHARD VALENT AS  
DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF WILLOWBROOK

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## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 6.**

**DATE: November 27, 2023**

**SUBJECT:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING, RATIFYING AND CONFIRMING A CONTRACT WITH LEVEL UP RETAIL SERVICES FOR THE INSTALLATION OF FITNESS COURT EQUIPMENT AT MIDWAY PARK

### **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**

To adopt a resolution for an amendment to resolution No.23-R-41 updating the vendor to Level Up Retail Services for a payment in the amount of \$29,000 for the installation of the fitness court equipment at Midway Park.

### **.BACKGROUND/SUMMARY**

On August 14<sup>th</sup>, the Board approved the installation of the fitness court equipment through a verified vendor of the National Fitness Campaign (No.23-R-41). That vendor was Dynamic Resources Inc. with a proposal in the amount of \$27,000. Dynamic Resources Inc. was unable to meet the scheduling needs of the project timeline. Therefore, staff from the Village and National Fitness Campaign started looking into vendors who have performed “cold weather” installations of the fitness equipment.

Level Up Retail Services is one of the preferred vendors for the National Fitness Campaign and they have performed “cold weather” installations of similar equipment numerous times at various locations around the country. After discussion with the National Fitness Campaign and Level Up Retail Services, they confirmed that they would be able to meet the scheduling needs of the Village and agreed to install the equipment. Level Up Retail Services completed the installation of the fitness court on November 10<sup>th</sup>.

With Level Up Retail Services fulfilling the previously approved work, to adhere to the procurement policy, staff is presenting a resolution to amend the original resolution with updated vendor information and cost.

### **FINANCIAL IMPACT**

Payment in the amount of \$29,000 is to be made to Level Up Retail Services for the installation of the fitness court equipment at Midway Park. The original contract for \$27,000 with Dynamic Resources has been withdrawn and will not be paid.

### **RECOMMENDED ACTION:**

Staff's recommendation is for the approval of the amendment to resolution No.23-R-41 and update the vendor to Level Up Retail Services for payment in the amount of \$29,000 for the installation of the fitness court equipment at Midway Park.

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING,  
RATIFYING AND CONFIRMING A CONTRACT WITH LEVEL UP RETAIL SERVICES  
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 was Dynamic Resources, Inc., at a cost of Twenty-Seven Thousand and 00/100ths Dollars (\$27,000.00); and

**WHEREAS**, the Village previously awarded a contract to Dynamic Resources, Inc. for the Project; and

**WHEREAS**, Dynamic Resources, Inc. was unable to perform under the terms of the Agreement; and

**WHEREAS**, the Village has determined that it is in the best interest of the Village to retain Level Up Retail Services to complete 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:** Award of Contract.

Level Up Retail Services is hereby retained for the installation of fitness court equipment, at Midway Park, at a cost not to exceed Twenty-Nine Thousand and 00/100ths Dollars (\$29,000.00), as set forth in the Contract with Level Up Retail Services, subject to: the furnishing of the proper bonds and execution of all contract documents, which Contract is hereby approved, ratified and confirmed.

**SECTION 3:** Execution of Contract.



The Village Administrator is hereby authorized and directed to execute and attest to the Contract between the Village of Willowbrook and Level Up Retail Services for the installation of fitness court equipment at Midway Park, 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 4:** Effective Date.

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

PASSED and APPROVED this 27<sup>th</sup> day of November, 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 LEVEL UP RETAIL SERVICES**

## **CONTRACT**

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of November, 2023 between Level Up Retail Services (“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 installation of fitness court equipment at Midway Park in the Village of Willowbrook (the “Project”).

2. Contractor has submitted a proposal to the Village for the Project.

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 not to exceed Twenty Nine Thousand Dollars and 00/100ths Dollars (\$29,000.00). 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.*).

A. 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.

B. 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.

C. 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.

D. 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.

C. 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 Level Up Retail Services, 3336 Palomar, Hurricane, Utah 84737, 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.

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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:

LEVEL UP RETAIL SERVICES

By: \_\_\_\_\_  
Its duly authorized agent

ATTEST:

\_\_\_\_\_  
Title:

Village of Willowbrook

By: \_\_\_\_\_  
Sean Halloran, Village Administrator

ATTEST:

\_\_\_\_\_  
Village Clerk

# INVOICE

**Level Up Retail Services**  
3336 Palomar  
Hurricane, UT 84737

accounting@levelupretailservices.net  
+1 (801) 824-7110



## Village of Willowbrook, Dept of Parks & Recreation

**Bill to**  
Village of Willowbrook, Dept of Parks & Recreation  
835 Midway Drive  
Willowbrook, IL 60527

**Ship to**  
Village of Willowbrook, Dept of Parks & Recreation  
835 Midway Drive  
Willowbrook, IL 60527

**Invoice details**  
Invoice no.: 1060  
Invoice date: 11/02/2023  
Due date: 11/02/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		<b>Fitness Court Installation</b> Installation of NFC Approved Fitness Court			\$25,000.00	\$25,000.00
2.		<b>Labor</b> Cold weather installation			\$2,000.00	\$2,000.00
3.		<b>Labor</b> Prevailing wage			\$2,000.00	\$2,000.00

### Ways to pay



**Note to customer**  
Thank you for your business.

**Total**  
**\$29,000.00**

Pay invoice

# Installation Kick-Off Call

Village of Willowbrook, IL | BCBS Illinois | 10/23/2023

## 1. Overview:

<b>Fitness Court Configuration</b>	Standard
<b>Fitness Court Color (RAL)</b>	Cyan
<b>Art Tier</b>	NFC Standard
<b>Revision Number</b>	7.21
<b>Site Name</b>	Midway Park
<b>Address</b>	209 Midway Dr, Willowbrook, IL 60527
<b>Installation Company</b>	LevelUp Retail Services

## 2. Attendees / Contact Information:

Present	Company/Role	Name	Email	Phone
<b>National Fitness Campaign:</b>				
	<b>NFC Project Manager</b>	Keegan Mills	keegan@nfchq.com	(651) 283-6552
	<b>NFC Operations Project Coordinator</b>			
<b>Approved Installer Contact List:</b>				
	<b>Contract Management:</b>	Brad Nield	brad@levelupretailservices.net	801.368.3697
	<b>Project Manager:</b>	Justin Wright	justin@nationwide-installations.com	435.229.6054
	<b>Project Director:</b>	Brad Nield	brad@levelupretailservices.net	801.368.3697
<b>Site Partner Contact List:</b>				
	<b>Site Champion</b>	Dustin Kleefisch	dkleefisch@willowbrook.il.us	630-920-2429
	<b>Site Maintenance / Supervisor</b>			
	<b>Sign Off - Fitness Court</b>			
	<b>Sign Off - Graphics</b>			





# Installation Kick-Off Call

Village of Willowbrook, IL | BCBS Illinois | 10/23/2023

## 3. Project Schedule:

Date	Task
10/4/2023	Date of Concrete Pour
11/1/2023	Date Concrete Slab is ready for installation of Fitness Court <ul style="list-style-type: none"><li>Concrete requires 28 days to cure or cure time can be reduced to 14 days if the contractor uses Spray-Lock SCP 327 or SCP P3 Industrial per manufacturer's instructions.</li></ul>
11/7/2023	Fitness Court Installation (Week of)
11/7/2023	Graphics Installation (Week of)
	Date of Site Partner Ribbon Cutting / Fitness Court Grand Opening <ul style="list-style-type: none"><li>Fitness Court cannot be opened until the graphics are installed</li></ul>

## 4. Graphic Design & Digital Printing Provided by NFC

Date	Task
10/4/2023	Graphics Approved for Print
8/31/2023	Sent to Print / Production (2 – 3 Week Turnaround)
9/14/2023	Estimated Date of Arrival (Onsite) <ul style="list-style-type: none"><li>Allow 3 – 5 days for ground shipping without expediting</li><li>Confirm Ship to Address below.</li></ul>
Attention: Email: Phone Number: Ship to Address:	Willowbrook Village Hall 835 Midway Drive, Willowbrook, IL 60561 Attn: Dustin Kleefisch
<ul style="list-style-type: none"><li><b>Do Not</b> power wash Fitness Court for a minimum of 4 weeks following installation</li><li>See NFC Maintenance Recommendation for long term care</li></ul>	



# Installation Kick-Off Call

Village of Willowbrook, IL | BCBS Illinois | 10/23/2023

## 5. Installation Provided by NFC Approved Installation Company

### Review Installation Team Contract Status:

- Installation Proposal Requirements
  - Payment Terms
  - Insurance Certificate
  - Review Vendor Registration / Contractors Licenses / Business Licensing Required
  - Review contract Questions (Terms & Conditions to be discussed offline)
  - Prevailing wage payment / reporting requirements

### Review Typical Fitness Court Installation Work Breakdown Structure:

1. Day 1
  - a. Site Partner to meet on-site in morning to coordinate / kick off / review installation / hand off graphics.
  - b. Layout of Fitness Court
  - c. Install Tile (weather permitting)
  - d. Install Training Wall Anchors / Begin Fitness Wall Installation
2. Day 2
  - a. Install Fitness Wall (and front wall graphics – weather / timing permitting)
  - b. Install Fitness Wall Elements
  - c. Begin installation of Floor Elements
3. Day 3
  - a. Install Floor Elements & Floor Graphics
  - b. Artwork & Graphics (weather permitting)
  - c. Site Partner to meet on-site for walkthrough & sign off Graphics Installation
4. Day 4 (As Needed)

## 6. Items Provided by/ Coordinated with Site Partner

### Pre- Installation Site Validation: (By Site Partner)

- Site Partner to confirm slab was installed per NFC Installation Manual Prior to arrival of installation team using the [NFC Concrete Slab Inspection Form](#). The installation team will also confirm upon arrival.
- Slab to be swept and cleaned by the site partner prior to the arrival of the installation crew. All power washing should happen 48 hours prior to the installation team's arrival. The installation team will sweep again prior to gluing down any tile.
- Site Partner and Installation team to confirm exact orientation of Fitness Court Wall relative to the concrete slab prior to the beginning of work.

### Public Safety & Jobsite Fencing: (By Site Partner)

- Caution Tape & Tall Safety Cones or
- Snow Barrier Type Fencing (Preferred) or
- Chain Link Construction Fencing (If needed for added site security & safety)

(continues on next page)



# Installation Kick-Off Call

Village of Willowbrook, IL | BCBS Illinois | 10/23/2023

## 6. Items Provided by/ Coordinated with Site Partner (continued)

### Garbage & Recycling Off Haul: (By Site Partner)

- Off haul of / recycling of all waste, cardboard, pallets and crate(s)
- The installation team will clean up the jobsite daily.

### Restrooms: (By Site Partner)

- Portable restroom or access to restroom

### Electrical Power Source

- Confirm power source to recharge tool batteries if available.

### Storage of Graphics & Adhesive: (By Site Partner)

- Safe, environmentally conditioned storage of graphics & adhesive
- Adhesive Note: All of the adhesives have an expiration date. Any Fitness Court stored longer than 9 months from the date of receipt from NFC will need new adhesive per manufacturer's requirements. This applies to the tile adhesives (4-day minimum ship time) and the epoxy adhesives. (Readily available at local hardware stores.) Please consult with your NFC Project Manager to discuss and coordinate the delivery of new adhesive if needed.

### Weather / Temperature:

- Ideal temperature ranges between 50 degrees and 85 degrees for a minimum of 24 hours with a relative humidity between 40% and 80%. TILE FLOOR MUST REMAIN DRY AND ABOVE 50 DEGREES FOR A 24 HOUR PERIOD FROM TIME OF INSTALLATION.

### Site Staging & Security: (By Site Partner)

- Review Staging diagram layout below
- Review onsite overnight storage.
- Provide parking adjacent to concrete slab for installers

### Fitness Court Storage / Site Delivery: (By Site Partner)

- Site partner to bring all items to the installation site.

### Installation Staging Diagram:

- It is preferred, where possible, that all items are delivered prior to arrival so that the installation crews can shift from one task to the other without delay in case of sudden weather changes etc.

### Confirm Inventory of Fitness Court Items: (By Site Partner)

- (3) Pallets of Tile including border tile- Client to confirm color of tile
- (5+) Buckets of Sports Tile Adhesive
- (1) or (2) Wooden Crate: Contains wall skins and brackets and misc. equipment
- (1) Pallet containing (15) Wall Frames
- (1) Pallet containing (2) Bend Stations
- (2) Pallets containing total of (6) Plyo boxes and (8) Lunge Stations
- (1) Pallets containing (2) Push Ladders & (2) Row Stands
- (4) Long boxes of steel beams for wall assembly

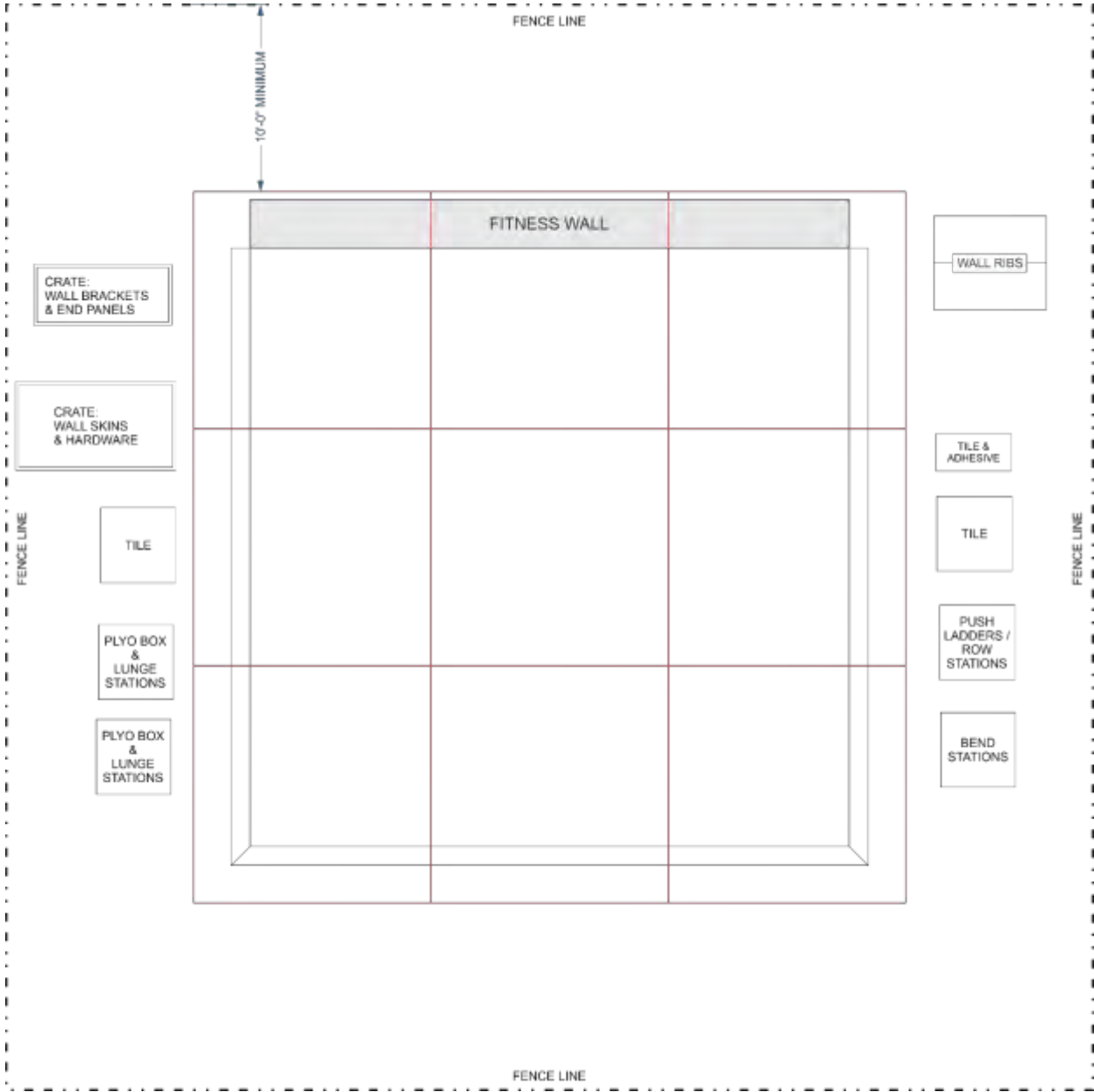
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# Installation Kick-Off Call

Village of Willowbrook, IL | BCBS Illinois | 10/23/2023

## 6. Items Provided by/ Coordinated with Site Partner (continued)





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## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.**

**DATE: November 27, 2023**

**SUBJECT:**

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION 6031-6037 BENTLEY AVENUE  
– BENTLEY WOODS SUBDIVISION

### **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**

Village staff received the final plat of the subdivision, a topographical survey, and the final engineer plans for the Bentley Wood Subdivision located at the northeast corner of 61<sup>st</sup> Street and Bentley Avenue. Christopher Burke Engineering, the Village's stormwater engineering consultant, has reviewed and made a recommendation for approval of the proposed final plat of subdivision.

If approved, the next step will be to have the plat signed by all required taxing districts listed on the plat and have it recorded at DuPage County which will assign each parcel an individual Parcel Identification Number. The covenants, conditions, and restrictions for the Bentley Woods Homeowners Association will be reviewed and recorded at a later date. A grading and utility permit will be required for all site work. After that Village staff will create addresses for each address and can accept building permit plans for each residential lot.

### **BACKGROUND/SUMMARY**

On April 10, 2023, the Village Board approved Ordinance 23-O-11, which was the preliminary plat of subdivision for Bentley Woods for a lot line adjustment to re-subdivide two (2) single-family residential vacant parcels into eleven (11) parcels including ten single-family residential buildable lots and one stormwater and wetland easement lot.

### **FINANCIAL IMPACT**

There is no financial impact on this item.

### **RECOMMENDED ACTION:**

Adopt the Resolution. Based on the review and approval of Christopher Burke Engineering for the final plat of approval, staff recommends adoption of the resolution.

**RESOLUTION NO. 23-R- \_\_\_\_\_**

**A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION  
6031-6037 BENTLEY AVENUE – BENTLEY WOODS SUBDIVISION**

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

**SECTION 1:** That the Final Plat of Bentley Woods, as prepared by DesignTek Engineering, Inc., consisting of two (2) sheets, dated November 6, 2023, attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

**SECTION 2:** That the Village Mayor, Chairperson of the Village Plan Commission, and Village Engineer are directed to execute said Final Plat of Bentley Woods on behalf of the Village of Willowbrook, and the Village Clerk is directed to attest to the signature of the Village President.

**SECTION 3:** That upon execution of the Final Plat of Bentley Woods by all required parties or entities, the Village Clerk is hereby directed to cause said Final Plat of Bentley Woods to be recorded with the Office of the DuPage County Recorder.

**SECTION 4:** That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

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**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED and APPROVED this 27<sup>th</sup> day of November, 2023 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENTIONS: \_\_\_\_\_

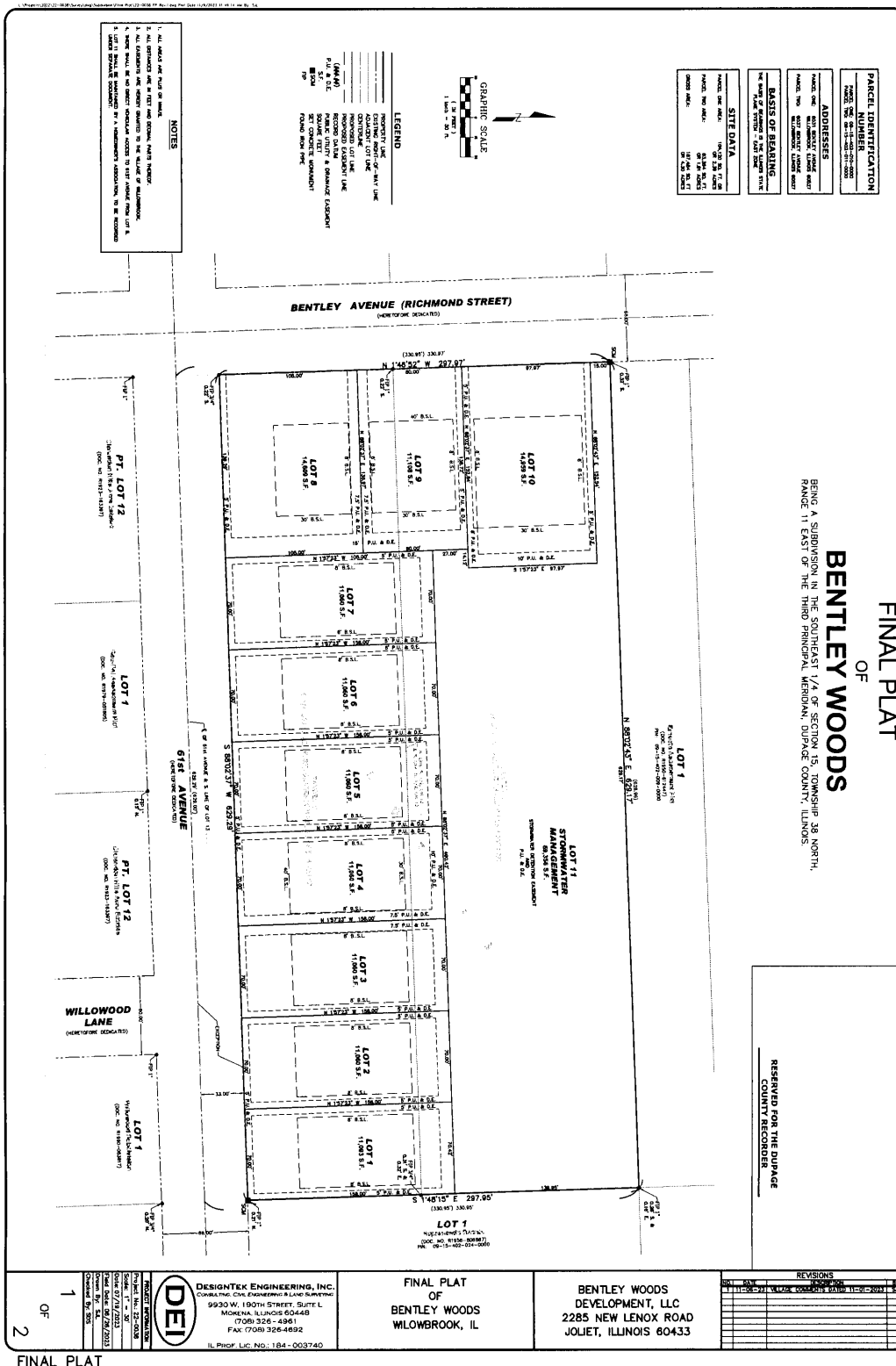
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**





FINAL PLAT



## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 8.**

**DATE: November 27, 2023**

**SUBJECT:**

**BORSE PARK STORM SEWER IMPROVEMENT PROJECT:**

- i. A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH MAURO SEWER CONSTRUCTION, INC. FOR THE BORSE PARK SEWER REPLACEMENT PROJECT
- ii. A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH NATIONAL POWER RODDING CORPORATION FOR THE BORSE PARK STORM SEWER LINING PROJECT

### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Andrew Passero, Public Works Foreman.  
**THROUGH:** Sean Halloran, Village Administrator

### PURPOSE AND ACTION REQUESTED

Staff requests approval of contracts with Mauro Construction Company for the replacement portion and National Power Rodding for the storm sewer lining portion of the Borse Park storm sewer improvement project.

### BACKGROUND/SUMMARY

A crucial part of the first phase of the Borse Memorial Park redevelopment project is to improve the main storm sewer lines throughout the park. The main storm lines consist of two different materials, corrugated metal pipe (CMP) and reinforced concrete pipe (RCP). There is a total of five hundred and ninety (590) feet of corrugated metal pipe, of which two hundred and five (205) feet has deteriorated past the point where it is compatible with the installation of an interior liner.

This section must be, and will be, replaced with concrete pipe. This project includes removing the existing concrete pathway, the failed CMP underneath it, and replacing the existing catch basin where the metal and concrete pipe meet. This project has been broken down into two bids due to the complexity of the project and potential cost savings.

Staff received seven (7) competitive bids for the replacement of the corrugated metal pipe which were opened on November 6<sup>th</sup>.

Mauro Sewer Construction	John Neri Construction	Martam Construction	H. Linden and Sons	A Lamp Concrete	Emergia INC	Midwest Excavators
\$68,875	\$73,740	\$77,770	\$91,915	\$94,967.50	\$96,225	\$133,783



The remaining three hundred and eighty-five (385) feet of corrugated pipe is suitable for lining. Lining the storm line, as opposed to replacing it, requires considerably less excavation and restoration, which in turn lowers the overall cost of the project. This main storm line runs down the center of the park directly under the walking paths.

On November 13<sup>th</sup> staff hosted a bid opening and received four (4) competitive bids for the lining project:

National Power Rodding	Insituform Technologies	Visu-Sewer	Hoerr Construction
\$69,050	\$90,045.20	\$91,250	\$98,850

#### FINANCIAL IMPACT

Staff budgeted a total of \$184,160 for the storm sewer improvement portion of the Borse Park Improvement Project.

The lowest responsible bidder for the lining is National Power Rodding, which came in at \$69,050. With a budgeted amount of \$108,640, the Village will see savings of \$39,590 for the lining costs.

For the replacement of the corrugated pipe, Mauro Construction Company was the lowest responsible bidder at \$68,875. The Village will see savings of \$6,645 for the pipe replacement costs over the budgeted amount of \$75,520.

A total overall savings of \$46,235 will be seen between the storm sewer lining and replacement portions of the project.

#### RECOMMENDED ACTION:

Staff recommends awarding contracts to National Power Rodding and Mauro Sewer Construction.

November 6, 2023

Mr. Sean Halloran  
Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

Re: **Borse Park – Storm Sewer Replacement  
Bid Tabulation**

Dear Sean:

Enclosed is the *Tabulation of Bids* for the bids that were received and opened for the above-referenced project at 10:00 a.m. on November 6, 2023. Seven (7) bids were received and tabulated, with no computational errors found.

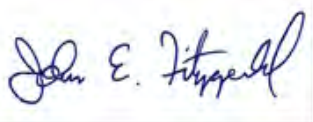
The lowest bidder is Mauro Sewer Construction Company, submitting a bid in the amount of \$68,875.00, which is \$6,645.00 (8.8%) below the Engineer's Estimate of \$75,520.00.

Mauro Sewer Construction Company is qualified to perform this work, therefore, we recommend that the Contract be awarded to **Mauro Sewer Construction Company, 1251 Redeker Road, Des Plaines, IL 60016** in the amount of **\$68,875.00**.

Please feel free to contact me if you have any questions.

Sincerely,

**NOVOTNY ENGINEERING**



John E. Fitzgerald, P.E.

JEF/clc

Enclosure

cc: Mr. Andrew Passero, Public Services Foreman, w/Enc.  
File No. 23004A

**TABULATION OF BIDS**

**OWNER:** Village of Willowbrook  
**PROJECT DESCRIPTION:** Borse Park - Storm Sewer Replacement

**PROJECT NO :** 23004A

**BID OPENING:** November 6, 2023 @ 10:00 am

BID OPENING:				November 6, 2023 @ 10:00 am									
				Engineer's Estimate		Mauro Sewer Const. Com 1251 Redeker Road Des Plaines, IL 60016 5% Bid Bond		John Neri Const. Co., Inc. 770 W Factory Rd. Addison, IL 60101 5% Bid Bond		Martam Const., Inc. 1200 Gasket Dr Elgin, IL 60120 5% Bid Bond		H. Linden & Sons Sewer & Water, Inc. 722 E. South St., Unit D Plano, IL 60545 5% Bid Bond	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Inlet Filters	EACH	3	\$ 250.00	\$ 750.00	\$ 200.00	\$ 600.00	\$ 260.00	\$ 780.00	\$ 250.00	\$ 750.00	\$ 140.00	\$ 420.00
2	Storm Sewer Removal, 21"	FOOT	205	35.00	7,175.00	20.00	4,100.00	30.00	6,150.00	22.00	4,510.00	10.00	2,050.00
3	Catch Basin, 4' Dia., Type A, Type 1 Frame, Closed Lid	EACH	1	5,000.00	5,000.00	5,000.00	5,000.00	4,800.00	4,800.00	4,860.00	4,860.00	3,000.00	3,000.00
4	Connection to Existing Structure, 21"	EACH	1	2,500.00	2,500.00	2,000.00	2,000.00	2,500.00	2,500.00	1,960.00	1,960.00	1,500.00	1,500.00
5	Storm Sewer, Class A, Type 1, RCP, 21"	FOOT	205	160.00	32,800.00	140.00	28,700.00	145.00	29,725.00	170.00	34,850.00	175.00	35,875.00
6	Trench Backfill, Compacted	CU YD	30	60.00	1,800.00	65.00	1,950.00	90.00	2,700.00	68.00	2,040.00	51.00	1,530.00
7	HMA Pavement Removal & Replacement, 2" Binder	SQ YD	85	60.00	5,100.00	65.00	5,525.00	45.00	3,825.00	44.00	3,740.00	74.00	6,290.00
8	Sidewalk Removal	SQ FT	75	10.00	750.00	5.00	375.00	15.00	1,125.00	6.00	450.00	8.00	600.00
9	P.C. Concrete Sidewalk, 5"	SQ FT	75	20.00	1,500.00	25.00	1,875.00	25.00	1,875.00	20.00	1,500.00	58.00	4,350.00
10	Combination Curb & Gutter Removal	FOOT	150	15.00	2,250.00	12.00	1,800.00	15.00	2,250.00	18.00	2,700.00	10.00	1,500.00
11	Temporary Curb & Gutter	FOOT	150	25.00	3,750.00	22.00	3,300.00	25.00	3,750.00	22.00	3,300.00	41.00	6,150.00
12	Temporary Pavement, 2"	TON	10	375.00	3,750.00	200.00	2,000.00	250.00	2,500.00	288.00	2,880.00	200.00	2,000.00
13	Curing Membrane and Protective Coat	SQ YD	10	5.00	50.00	50.00	500.00	5.00	50.00	1.00	10.00	100.00	1,000.00
14	Topsoil Furnish and Place, 4"	SQ YD	270	8.00	2,160.00	10.00	2,700.00	15.00	4,050.00	8.00	2,160.00	10.00	2,700.00
15	Seeding, Class 1	ACRE	0.05	7,500.00	375.00	15,000.00	750.00	35,000.00	1,750.00	8,800.00	440.00	5,000.00	250.00
16	Excelsior Erosion Control Blanket	SQ YD	270	3.00	810.00	10.00	2,700.00	8.00	2,160.00	6.00	1,620.00	10.00	2,700.00
17	Traffic Control & Protection	L SUM	1	5,000.00	5,000.00	5,000.00	5,000.00	3,750.00	3,750.00	10,000.00	10,000.00	20,000.00	20,000.00
Sub-Totals:				\$ 75,520.00		\$ 68,875.00		\$ 73,740.00		\$ 77,770.00		\$ 91,915.00	
Bid Error Corrections:													
Corrected Totals ---						\$ 68,875.00		\$ 73,740.00		\$ 77,770.00		\$ 91,915.00	
Over / Under ----						\$ (6,645.00)		\$ (1,780.00)		\$ 2,250.00		\$ 16,395.00	
Percent ----						-8.80%		-2.36%		2.98%		21.71%	

**TABULATION OF BIDS**

Page 2 of 2

**OWNER:** Village of Willowbrook  
**PROJECT DESCRIPTION:** Borse Park - Storm Sewer Replacement

**PROJECT NO :** 23004A

**BID OPENING:** November 6, 2023 @ 10:00 am

				Engineer's Estimate		A Lamp Concrete Contractors, Inc. 1900 Wright Blvd Schaumburg, IL 60193 5% Bid Bond		Emergia, Inc. 288 Woodside Drive West Chicago, IL 60185 5% Bid Bond		Midwest Excavators P.O. Box 180 Wasco, IL 60183 5% Bid Bond	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Inlet Filters	EACH	3	\$ 250.00	\$ 750.00	15.00	45.00	\$ 272.00	\$ 816.00	\$ 1.00	\$ 3.00
2	Storm Sewer Removal, 21"	FOOT	205	35.00	7,175.00	1.00	205.00	48.40	9,922.00	28.00	5,740.00
3	Catch Basin, 4' Dia., Type A, Type 1 Frame, Closed Lid	EACH	1	5,000.00	5,000.00	7,000.00	7,000.00	6,029.00	6,029.00	5,000.00	5,000.00
4	Connection to Existing Structure, 21"	EACH	1	2,500.00	2,500.00	5,000.00	5,000.00	13,548.00	13,548.00	4,000.00	4,000.00
5	Storm Sewer, Class A, Type 1, RCP, 21"	FOOT	205	160.00	32,800.00	165.00	33,825.00	104.70	21,463.50	180.00	36,900.00
6	Trench Backfill, Compacted	CU YD	30	60.00	1,800.00	45.00	1,350.00	58.60	1,758.00	62.00	1,860.00
7	HMA Pavement Removal & Replacement, 2" Binder	SQ YD	85	60.00	5,100.00	35.00	2,975.00	163.95	13,935.75	100.00	8,500.00
8	Sidewalk Removal	SQ FT	75	10.00	750.00	8.00	600.00	3.20	240.00	2.00	150.00
9	P.C. Concrete Sidewalk, 5"	SQ FT	75	20.00	1,500.00	50.00	3,750.00	31.25	2,343.75	40.00	3,000.00
10	Combination Curb & Gutter Removal	FOOT	150	15.00	2,250.00	5.00	750.00	1.60	240.00	12.00	1,800.00
11	Temporary Curb & Gutter	FOOT	150	25.00	3,750.00	10.00	1,500.00	74.25	11,137.50	28.00	4,200.00
12	Temporary Pavement, 2"	TON	10	375.00	3,750.00	296.00	2,960.00	76.00	760.00	400.00	4,000.00
13	Curing Membrane and Protective Coat	SQ YD	10	5.00	50.00	1.00	10.00	36.20	362.00	100.00	1,000.00
14	Topsoil Furnish and Place, 4"	SQ YD	270	8.00	2,160.00	8.25	2,227.50	25.35	6,844.50	7.00	1,890.00
15	Seeding, Class 1	ACRE	0.05	7,500.00	375.00	46,500.00	2,325.00	45,980.00	2,299.00	30,000.00	1,500.00
16	Excelsior Erosion Control Blanket	SQ YD	270	3.00	810.00	8.50	2,295.00	14.55	3,928.50	12.00	3,240.00
17	Traffic Control & Protection	L SUM	1	5,000.00	5,000.00	28,150.00	28,150.00	597.50	597.50	51,000.00	51,000.00
<b>Totals :</b>					<b>75,520.00</b>		<b>94,967.50</b>		<b>96,225.00</b>		<b>133,783.00</b>
<b>Bid Error Corrections:</b>											
<b>Corrected Totals ---</b>							<b>\$ 94,967.50</b>		<b>\$ 96,225.00</b>		<b>\$ 133,783.00</b>
<b>Over / Under ----</b>							<b>\$ 19,447.50</b>		<b>\$ 20,705.00</b>		<b>\$ 58,263.00</b>
<b>Percent ----</b>							<b>25.75%</b>		<b>27.42%</b>		<b>77.15%</b>

November 13, 2023

Mr. Sean Halloran  
Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

Re: **Borse Park – Storm Sewer Lining  
Bid Tabulation**

Dear Sean:

Enclosed is the *Tabulation of Bids* for the bids that were received and opened for the above-referenced project at 10:00 a.m. on November 13, 2023. Four (4) bids were received and tabulated, with no computational errors found.

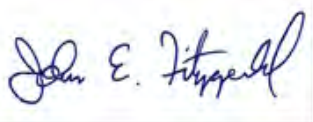
The lowest bidder is National Power Rodding Corporation, submitting a bid in the amount of \$69,050.00, which is \$39,590.00 (36.44%) below the Engineer's Estimate of \$108,640.00.

National Power Rodding Corporation is qualified to perform this work, therefore, we recommend that the Contract be awarded to **National Power Rodding Corporation, 2500 W Arthington St., Chicago, IL 60612** in the amount of **\$69,050.00**.

Please feel free to contact me if you have any questions.

Sincerely,

**NOVOTNY ENGINEERING**



John E. Fitzgerald, P.E.

JEF/clc

Enclosure

cc: Mr. Andrew Passero, Public Services Foreman, w/Enc.  
File No. 23004B

TABULATION OF BIDS

OWNER: Village of Willowbrook  
PROJECT DESCRIPTION: Borse Park - Storm Sewer Lining

PROJECT NO : 23004B

BID OPENING: November 13, 2024 @ 10:00 AM

BID OPENING:				November 13, 2024 @ 10:00 AM											
				Engineer's Estimate		National Power Rodding Corp. 2500 W Arthington St Chicago, IL 60612 5% Bid Bond		Insituform Technologies USA, LLC 580 Goddard Avenue Chesterfield, MO 63005 5% Bid Bond		Visu-Sewer of Illinois, LLC 9014 S. Thomas Avenue Bridgeview, IL 60455 5% Bid Bond		Hoerr Construction, Inc. 1416 County Rd. 200 N. PO Box 65 Goodfield, IL 61742 5% Bid Bond			
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Cured-In-Place-Pipe (CIPP), 18"	FOOT	385	\$ 180.00	\$ 69,300.00	\$ 90.00	\$ 34,650.00	\$ 135.00	\$ 51,975.00	\$ 110.00	\$ 42,350.00	\$ 150.00	\$ 57,750.00		
2	Service Repair, Special	EACH	3	750.00	2,250.00	400.00	1,200.00	600.00	1,800.00	500.00	1,500.00	1,500.00	4,500.00		
3	Service Restoration, Complete	EACH	4	300.00	1,200.00	125.00	500.00	100.00	400.00	100.00	400.00	150.00	600.00		
4	Storm Sewer to be Cleaned, 6"	FOOT	510	1.50	765.00	0.50	255.00	3.59	1,830.90	7.00	3,570.00	3.00	1,530.00		
5	Storm Sewer to be Cleaned, 8"	FOOT	1040	2.00	2,080.00	0.50	520.00	3.37	3,504.80	7.00	7,280.00	3.00	3,120.00		
6	Storm Sewer to be Cleaned, 12"	FOOT	650	5.00	3,250.00	0.50	325.00	5.13	3,334.50	7.00	4,550.00	3.00	1,950.00		
7	Sewer Televising, 6"	FOOT	510	1.50	765.00	3.00	1,530.00	1.00	510.00	3.00	1,530.00	2.00	1,020.00		
8	Sewer Televising, 8"	FOOT	1040	2.00	2,080.00	3.00	3,120.00	1.00	1,040.00	3.00	3,120.00	2.00	2,080.00		
9	Sewer Televising, 12"	FOOT	650	3.00	1,950.00	3.00	1,950.00	1.00	650.00	3.00	1,950.00	2.00	1,300.00		
10	Allowance for Unforeseen Work	L SUM	1	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00		



**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE  
BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE  
CLERK TO EXECUTE AN AGREEMENT WITH MAURO SEWER CONSTRUCTION,  
INC. FOR THE BORSE PARK SEWER REPLACEMENT PROJECT**

---

**WHEREAS**, the Village of Willowbrook (“Village”) advertised for competitive bids from contractors for the Borse Park Sewer Replacement Project (the “Project”); and

**WHEREAS**, the submitted bids were publicly opened and reviewed on November 6, 2023 at 10:00 a.m. by Village staff and Novotny Engineering; and

**WHEREAS**, of the seven (7) bids submitted, opened and reviewed by the Village and Novotny Engineering, the Village declares Mauro Sewer Construction, Inc. to be the lowest responsive and responsible bidder for the Project, at a total bid of \$68,875.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as owner, that Mauro Sewer Construction, Inc. is hereby declared to be the lowest responsive and responsible bidder for the Borse Park Sewer Replacement Project, at a total bid of \$68,875.00.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to execute and attest, on behalf of the Village, to that certain Agreement with Mauro Sewer Construction, Inc. for labor and materials for the Borse Park Sewer Replacement Project, in an amount not to exceed \$68,875.00, as set forth in the Agreement attached hereto as Exhibit “A”, which Agreement, together with all certifications and special provisions, is hereby approved.

PASSED and APPROVED this 27<sup>th</sup> day of November, 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”**

**BORSE PARK STORM SEWER REPLACEMENT PROJECT CONTRACT,  
SPECIAL CONDITIONS AND CERTIFICATIONS**

**DRAFT**

**VILLAGE OF WILLOWBROOK  
DuPAGE COUNTY, ILLINOIS**

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

**FOR**

**BORSE PARK –  
STORM SEWER REPLACEMENT**

**Prepared By:**

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

**Project No. 23004A**

**October 2023**

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<h1 style="text-align: center;">NOTICE TO CONTRACTORS</h1>	<b>Owner:</b> <b>VILLAGE OF WILLOWBROOK</b>
	<b>Township:</b> <b>DOWNERS GROVE</b>
	<b>County:</b> <b>DuPAGE</b>
	<b>Project No.</b> <b>23004A</b>

**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 6<sup>th</sup> day of November 2023,** and will be publicly opened and read at that time.

**II. DESCRIPTION OF WORK:**

The proposed work is officially known as:

**BORSE PARK - STORM SEWER REPLACEMENT**

and consists of storm sewer & storm sewer structures replacements, surface restoration, and all appurtenant construction at Borse Park, located at 208 Midway Drive, Willowbrook, Illinois.

**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**

# INDEX TO SPECIAL PROVISIONS

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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.

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**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, streetlights, 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 **BORSE PARK - STORM SEWER REPLACEMENT**, 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 By \_\_\_\_\_  
Title Frank A. Trilla, Mayor

(S E A L)

**Party of the Second Part**

(If a Corporation)

Corporate  
Name \_\_\_\_\_

By \_\_\_\_\_

Secretary

President

(Corporate Seal)

(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.

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.



## SPECIAL PROVISION

### INSURANCE PROVISIONS, Cont'd.

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:

##### 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.

## SPECIAL PROVISION

### INSURANCE PROVISIONS, Cont'd.

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.
- ☐ 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.

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.

<b>ACORD</b>	<h1 style="margin:0;">“SAMPLE”</h1> <h2 style="margin:0;">CERTIFICATE OF LIABILITY INSURANCE</h2>	Date (MM/DD/YY)																										
<p><b>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.</b></p> <p><i>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).</i></p>																												
<b>PRODUCER</b>  <div style="text-align: center;">FULLY COMPLETED</div>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">CONTACT</td> </tr> <tr> <td style="width:50%;">NAME:</td> <td style="width:50%;"></td> </tr> <tr> <td>(A/C, No, Ext):</td> <td>PHONE (A/C, NO): FAX</td> </tr> <tr> <td colspan="2">E-MAIL</td> </tr> <tr> <td colspan="2">ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURERS AFFORDING COVERAGE</b></td> </tr> <tr> <td style="width:80%;">Insurer A: Name of Insurance Company</td> <td>NAIC #</td> </tr> <tr> <td>Insurer B: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer C: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer D: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer E: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer F: Name of Insurance Company</td> <td></td> </tr> </table>		CONTACT		NAME:		(A/C, No, Ext):	PHONE (A/C, NO): FAX	E-MAIL		ADDRESS:		<b>INSURERS AFFORDING COVERAGE</b>		Insurer A: Name of Insurance Company	NAIC #	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			
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<p>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.</p>																												
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	<b>GENERAL LIABILITY                      CG0001</b> <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	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000</td></tr> <tr><td>PRODUCT-COMP/OP AGG</td><td style="text-align: right;">\$ 2,000</td></tr> </table>		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								
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OWNER: <b>VILLAGE OF WILLOWBROOK</b> PROJECT DESCRIPTION <b>BORSE PARK - STORM SEWER REPLACEMENT, WILLOWBROOK, IL</b> "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).																												
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						AUTHORIZED REPRESENTATIVE																						

# DuPage County Prevailing Wage Rates posted on 10/05/2023

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Othe r Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		35.92	38.72	1.5	1.5	2.0	2.0	13.60	24.04	3.20	0.83	0.00	14.04	28.07
ELECTRIC PWR EQMT OP	All	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	All	BLD		45.45	49.70	1.5	1.5	2.0	2.0	13.90	27.89	7.13	1.20	0.00	18.13	36.23
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	NE	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	E	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00

OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
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		0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.85	53.90	1.5	1.5	2.0	2.0	12.50	22.80	0.00	1.12	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.00	54.00	1.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	E	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49	0.00	0.00	0.00
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.76	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.11	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.31	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

# 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
207 Porous Granular Embankment.....	3
211 Topsoil and Compost .....	4
407 Hot-Mix Asphalt Pavement (Full-Depth) .....	5
420 Portland Cement Concrete Pavement .....	6
502 Excavation for Structures.....	7
509 Metal Railings .....	8
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542 Pipe Culverts .....	29
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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

☐ 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
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 <b>Village of Willowbrook</b>	County <b>DuPage</b>	Section Number <div style="border: 1px solid black; height: 15px; width: 100%;"></div>
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The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

<u>Local Roads And Streets Recurring Special Provisions</u>		
<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	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	<b>Reserved</b>	164
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	165
LRS 10	<b>Reserved</b>	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 checked="" type="checkbox"/> Partial Payments	178
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	179
LRS 17	<input checked="" 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 November 17, 2023 Letting

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 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	
	80453	14	<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
	80261	15	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	16	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	17	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	18	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	19	<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	20	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433	21	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	22	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	23	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	24	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	25	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450	26	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	27	<input type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	28	<input type="checkbox"/> Portland Cement Concrete	Aug. 1, 2023	
*	34261	29	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445	30	<input type="checkbox"/> Seeding	Nov. 1, 2022	
	80448	31	<input type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	32	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	33	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	34	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	35	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	36	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435	37	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	38	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
*	20338	39	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	40	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	41	<input type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	42	<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
	80302	43	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454	44	<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
	80427	45	<input type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	46	<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 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	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 storm sewer & storm sewer structure replacements, surface restoration and all appurtenant construction at Borse Park, located at 208 Midway Drive, Willowbrook, Illinois.

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.

**Completion Options:** The Contractor has the option of completing this work in the fall of 2023 or the winter/spring of 2024. If fall completion is selected, work can not begin until December 11, 2023. If hot-mix asphalt is unavailable, all pavements must be temporarily restored with temporary pavement 2".

**\*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 \***

**CATCH BASINS, 4' DIA., 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 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. 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 **CATCH BASINS, 4' DIA., 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 twenty-one-inch (21") diameter RCP storm sewer to an existing drainage structure, 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 RCP storm sewer, at the connection point, should be cut in a manner to match the inside structure diameter so that this connecting storm sewer pipe does not unnecessarily protrude into the existing drainage structure. The circumference of the RCP storm sewer 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 \***

**TRENCH BACKFILL**  
**TRENCH BACKFILL, COMPACTED**

**Description:**

This item shall consist of furnishing and installing aggregates for use as backfilling material for all trenches made within the limits of a proposed pavement, or as required by the Plans and Specifications and the disposal of all surplus excavated materials. All work shall be in accordance with Section 208 of Standard Specifications, except as modified herein.

**Materials:**

In lieu of the fine aggregates referred to in Section 208 and Section 550 and Article 1003.04 of the Standard Specifications, the materials that will be used on this project and designated as trench backfill shall be crushed limestone, Coarse Aggregate, Grade CA-6, in accordance with Article 1004.01.

**Construction:**

All trench backfill materials shall be compacted in accordance with Method 3 of Article 550.07 of the Standard Specifications. If the bid item reads that these materials are to be "compacted", Method 1 of said Article shall be employed.

**Basis of Payment:**

This work shall be paid for at the Contract unit price per cubic yard for **TRENCH BACKFILL** or **TRENCH BACKFILL, COMPACTED**, 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\***

**HMA PAVEMENT REMOVAL & REPLACEMENT, 2" BINDER**

**Description:** This work shall consist of the removal of the existing hot-mix asphalt binder and surface courses of existing pavement and the replacement of binder course only at locations shown on the Plans or as directed by the Engineer, and in accordance with the applicable portions of Sections 406 and 440 of the "Standard Specifications". This item is intended to be used in asphalt pavement areas that are scheduled to be reconstructed by IDOT later this construction season.

**Materials:** All materials used shall conform in all respects to the requirements as set forth in the Standard Specifications for Hot-Mix Asphalt Binder 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 two inches (2") 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. This item shall include furnishing, placing and compacting additional aggregate if it is required to bring the subbase to proper elevation.

The hot-mix asphalt shall be replaced in one (1) layer consisting of Hot-Mix Asphalt Binder, IL-19, N50, and shall be two inches (2") in thickness. The Hot-Mix Asphalt Binder Course, IL-19, N50 mixture design shall be as specified in the Hot-Mix Asphalt Design Chart shown on the Plans. The material 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 **HMA PAVEMENT REMOVAL & REPLACEMENT, 2" BINDER**, which price shall be payment in full for all work as specified herein.

**\* 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. 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.

**\* SPECIAL PROVISION \***

**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 15<sup>th</sup> 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 \***

**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 \***

**TEMPORARY CURB & GUTTER**

**Description:** This work shall consist of the placement of a hot-mix asphalt binder course material over the excavation in curb and gutter areas as shown on the plans or as directed by the Engineer, in order to form a temporary barrier curb for the winter months.

**Construction:** Before the asphalt materials are installed, the existing base shall be prepared and compacted as required. The Contractor will be required to grade the granular backfill material to provide sufficient depth for approximately two inches (2") of hot-mix asphalt binder course materials in the gutter area. An additional six inches (6") of hot-mix asphalt binder course shall be added to the curb area to form a barrier.

Sufficient care shall be taken to insure an even, level surface, free from depressions, and providing a temporary smooth surface, and conforming to the approximate cross-section of the existing curb and gutter. The temporary surface shall be maintained by the Contractor from the time of installation to the time that the project is finalized.

**Basis of Payment:** This work will be paid for at the Contract unit price per foot for **TEMPORARY CURB & GUTTER**, which price shall be payment in full for all work as specified herein.

**\* SPECIAL PROVISION \***

**CURING MEMBRANE AND PROTECTIVE COAT**

**Description:**

This work shall consist of furnishing and applying a combination curing and protective coat to all concrete pavements poured after October 15th, as directed by the Engineer. The curing membrane and protective coat application shall meet the specifications of Dayton Superior Day-Chem Cure and Seal 1315 (J-22 U.V.) or equal.

The Contractor shall submit a manufacturer's product information specification sheet to the Engineer for approval before proceeding with this work.

**Basis of Payment:**

This work shall be paid for at the Contract unit price per square yard for **CURING MEMBRANE AND PROTECTIVE COAT**, which price shall be payment in full 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. Seeding to be completed in conjunction with restoration and topsoil, will be paid for under separate items of the Contract.

**\*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 \***

**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, have been paid for by the Village of Willowbrook. (see following pages)



# 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.

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:



**\*SPECIAL PROVISION\***

**TEMPORARY PAVEMENT, 2"**

**Description:** This work shall consist of the placement of a bituminous cold patch material over the excavation in sidewalks, as shown on the plans or as directed by the Engineer and in accordance with the IDOT specification on the following page.

**Construction:** The Contractor will be required to grade the granular backfill material to provide sufficient depth for approximately two inches (2") of bituminous cold patch materials, irrespective of the thickness that was removed. Before the asphalt materials are installed, the existing base shall be prepared and compacted as required.

The asphalt shall be bituminous cold patch, conforming to the IDOT specification following the next page for "Bituminous Mixtures for Maintenance Use Emulsified Asphalt Type", and shall be approximately two inches (2") in thickness. Sufficient care shall be taken to insure an even, level surface, free from depressions, and providing a temporary smooth riding surface, and conforming to the approximate cross-section of the existing pavement. The temporary surface shall be maintained by the Contractor from the time of installation to the time that the project is finalized.

**Basis of Payment:** This work will be paid for at the Contract unit price per ton for **TEMPORARY PAVEMENT, 2"**, which price shall be payment in full for all work as specified herein.

State of Illinois  
Department of Transportation  
Division of Highways  
Springfield

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SPECIFICATIONS  
FOR  
BITUMINOUS MIXTURES FOR MAINTENANCE USE  
EMULSIFIED ASPHALT TYPE

Serial Number: M17-08

1. DESCRIPTION. These specifications cover coarse-graded and fine-graded bituminous mixtures for use in maintaining small areas on flexible and rigid type pavements. The bituminous premix shall be composed of mineral aggregate uniformly coated with emulsified asphalt HFE-300, or SS-1, or Penetrating Emulsified Asphalt and prepared cold as further described below. The mixtures shall be capable of being loaded into trucks by either hand shovels or power loading equipment, shall be sufficiently workable for placing with shovels, rakes or other hand tools, and shall readily compact by hand tamping, hand or power rolling, or under the action of traffic at the mixing temperature or at temperatures as low as 4 °C (40 °F), immediately after preparation or over a period of several months in a stockpile. The mixtures shall remain in place when used to patch wet or dry pavements and shall be stable under normal traffic conditions.

2. MATERIALS. Control of the materials shall be according to the general requirements of Section 106 of the current *Standard Specifications for Road and Bridge Construction*. At the discretion of the Engineer, a twenty-five pound sample of the aggregate(s), a one-quart sample of the bituminous material, and a one-pint sample of the additive shall be submitted to the Bureau of Materials and Physical Research, 126 East Ash Street, Springfield, Illinois, for checking the dosage rate and compatibility of the additive with the other ingredient materials.

(a) Aggregate

1. Coarse Aggregate shall consist of crushed stone, crushed gravel, or gravel of Class C quality or better, as defined in Article 1004.01 of the *Standard Specifications for Road and Bridge Construction*.
2. Fine Aggregate shall consist of sand, stone sand, or stone screenings\* of Class B quality or better, as defined in Article 1003.01 of the *Standard Specifications for Road and Bridge Construction*.

\*The use of stone sand or stone screenings will increase in place stability, but reduce stockpile workability.

(b) Bituminous Material

The bituminous materials used shall be either emulsified asphalt HFE-300, SS-1, or Penetrating Emulsified Asphalt.

1. Emulsified asphalt HFE-300 shall conform to the requirements given in Article 1032.06(c) of the Standard Specifications. Emulsified asphalt HFE-300 shall be formulated to possess the characteristics required to produce a mixture conforming to the requirements of this specification.
2. Emulsified asphalt SS-1 shall conform to the requirements given in Article 1032.06(a), of the Standard Specifications.
3. Penetrating Emulsified Asphalt shall be prepared as specified in Article 403.05, except that the spraying (maximum-minimum) application temperature shall be between 60-88 °C (140-190 °F). The penetrating emulsified asphalt shall meet the following requirements when tested according to AASHTO T 59:

Viscosity, Saybolt Furol @ 25°C (77°F)	SFS:	20-500
Sieve Test, retained on 850µm (No. 20) sieve	%:	0.10 max.
Storage Stability Test, 24 hours	%:	1 max.
Stone Coating Test, 3 minutes	:	stone coated thoroughly
Particle Charge	:	negative
pH	:	7.3 min.
Distillation Test:		
Distillation to 260°C (500°F) Residue	%:	65 min.
Oil Distillation by Volume	%:	3 max.
Test on residue from distillation:		
Penetration @ 25°C (77°F), 100 g, 5 sec.	dmm:	300 min.
Float Test @ 60°C (140°F)	sec:	150 min.

3. INSPECTION. The Engineer or his authorized representative shall have access at any time to all parts of the plant in order to verify weights or proportions and character of materials used in the preparation of the mixture. The manufacturer shall afford such facilities as may be required for making inspection at the plant and for collecting and forwarding samples of the bituminous mixture to the Department.

4. PLANT AND EQUIPMENT. Storage facilities and all equipment used in the preparation of the mixture shall be approved by the Department. An approved drier shall be available for surface drying the aggregate when needed. The materials for individual batches shall be measured accurately either by volume or weight, by approved methods and equipment. A batch type mixture of approved design and capacity shall be used in mixing the ingredient materials. However, approval for the use of a continuous mixer may be given if it can be shown that satisfactory results will be obtained.

5. PREPARATION OF MIXTURE. At the time of mixing, the aggregate shall not contain enough moisture to cause drifting of the emulsion from the aggregates. The aggregates and bituminous material shall be measured separately and accurately by weight or volume. When a batch type mixer is used, the aggregates shall be added to the mixer and mixed thoroughly. The bituminous material shall then be added and mixing continued for a period of at least 30 seconds or longer if necessary to produce a homogeneous mixture in which all particles of the aggregate are coated uniformly.



Serial Number: M17-08

6. COMPOSITION OF MIXTURE. The ingredients shall be combined in such a manner as to produce a mixture which when discharged shall be workable. The mixture shall conform to the following composition limits by weight:

Crushed Stone or Crushed Gravel			Gravel	
Graduation of Extracted Aggregate: (100%)			Coarse	Fine
	Binder Mixture	Surface Mixture	Surface Mixture	Surface Mixture
Percent Passing Sieves				
3/4 inch	100	-----	-----	-----
1/2 inch	75-94	100	95-100	-----
3/8 inch	64-78	90-100	-----	95-100
No. 4	32-45	65-86	50-75	50-85
No. 8	25-38	31-54	34-65	38-70
No. 200	0-5.0	0-5.0	0-5.0	0-5.0
Residual Bitumen (Includes Additive)	4.0-5.0	5.0-6.0	4.0-5.0	5.0-6.0

Effective March 1, 2008

This specification supersedes Serial Number M17-07, effective January 15, 2007

VJP/M17-08

RETURN WITH BID

<b>PROPOSAL</b>	Owner: <b>VILLAGE OF WILLOWBROOK</b>
	Township: <b>DOWNERS GROVE</b>
	County: <b>DuPAGE</b>
	Project No. <b>23004A</b>

1. **PROPOSAL OF:** **Mauro Sewer Construction, Inc.**

**1251 Redeker Rd., Des Plaines, IL 60016**

(Name and Address of Bidder)

for the improvement designated in Paragraph 2 below and consists of storm sewer & storm sewer structures replacements, surface restoration, and all appurtenant construction at Borse Park, located at 208 Midway Drive, Willowbrook, Illinois.

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 PARK - STORM SEWER REPLACEMENT**

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 **April 30, 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)

**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	Inlet Filters	3 EACH	\$200.00	\$600.00
2	Storm Sewer Removal, 21"	205 FOOT	20.00	4,100.00
3	Catch Basin, 4' Dia., Type A, Type 1 Frame, Closed Lid	1 EACH	5,000.00	5,000.00
4	Connection to Existing Structure, 21"	1 EACH	2,000.00	2,000.00
5	Storm Sewer, Class A, Type 1, RCP, 21"	205 FOOT	140.00	28,700.00
6	Trench Backfill, Compacted	30 CU YD	65.00	1,950.00
7	HMA Pavement Removal & Replacement, 2" Binder	85 SQ YD	65.00	5,525.00
8	Sidewalk Removal	75 SQ FT	5.00	375.00
9	P.C. Concrete Sidewalk, 5"	75 SQ FT	25.00	1,875.00
10	Combination Curb & Gutter Removal	150 FOOT	12.00	1,800.00
11	Temporary Curb & Gutter	150 FOOT	22.00	3,300.00
12	Temporary Pavement, 2"	10 TON	200.00	2,000.00
13	Curing Membrane and Protective Coat	10 SQ YD	50.00	500.00
14	Topsoil Furnish and Place, 4"	270 SQ YD	10.00	2,700.00
15	Seeding, Class 1	0.05 ACRE	15,000.00	750.00
16	Excelsior Erosion Control Blanket	270 SQ YD	10.00	2,700.00
17	Traffic Control & Protection	1 L SUM	5,000.00	5,000.00
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$68,875.00

**OWNER:** VILLAGE OF WILLOWBROOK  
**PROJECT:** BORSE PARK - STORM SEWER  
REPLACEMENT  
**PROJECT NO.:** 23004A

### **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 **Mauro Sewer Construction, Inc.**

Signed By **Pasquale Mauro, President**

Business Address **1251 Redeker Road**  
**Des Plaines, IL 60016**

Phone Number **(847)803-2033**

Federal Tax ID # **36-3748171**

DUNS #: \_\_\_\_\_

Insert Names of Officers:

President **Pasquale Mauro**

Secretary **Pasquale Mauro**

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_

**Notary Public**

( 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 **Mauro Sewer Construction, 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 PARK - STORM SEWER REPLACEMENT**

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:**

**Mauro Sewer Construction, Inc.**  
(Corporate Name)

\_\_\_\_\_  
Notary Public

(S E A L)

By: \_\_\_\_\_  
Pasquale Mauro, President



## **CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, **Mauro Sewer Construction, 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-Eight Thousand Eight Hundred and Seventy-Five Dollars 00/100 Dollars (\$68,875.00)** 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 PARK - STORM SEWER REPLACEMENT**

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:**

\_\_\_\_\_  
Notary Public  
(S E A L)

**Corporate**  
**Name** Mauro Sewer Construction, Inc.

**By** \_\_\_\_\_  
Pasquale Mauro, 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 **Pasquale Mauro** to me personally known to be the President, respectively, of **Mauro Sewer Construction, Inc.** a Corporation, and also known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, respectively, he/she 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 he/she is 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 H. Hahn, Clerk

(MUNICIPAL SEAL)

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE  
BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE  
CLERK TO EXECUTE AN AGREEMENT WITH NATIONAL POWER RODDING  
CORPORATION FOR THE BORSE PARK STORM SEWER LINING PROJECT**

---

**WHEREAS**, the Village of Willowbrook (“Village”) advertised for competitive bids from contractors for the Borse Park Storm Sewer Lining Project (the “Project”); and

**WHEREAS**, the submitted bids were publicly opened and reviewed on November 13, 2023 at 10:00 a.m. by Village staff and Novotny Engineering; and

**WHEREAS**, of the four (4) bids submitted, opened and reviewed by the Village and Novotny Engineering, the Village declares National Power Rodding Corporation to be the lowest responsive and responsible bidder for the Project, at a total bid of \$69,050.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as owner, that National Power Rodding Corporation is hereby declared to be the lowest responsive and responsible bidder for the Borse Park Storm Sewer Lining Project, at a total bid of \$69,050.00.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to execute and attest, on behalf of the Village, to that certain Agreement with National Power Rodding Corporation for labor and materials for the Borse Park Storm Sewer Lining Project, in an amount not to exceed \$69,050.00, as set forth in the Agreement attached hereto as Exhibit "A", which Agreement, together with all certifications and special provisions, is hereby approved.

PASSED and APPROVED this 27<sup>th</sup> day of November, 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”**

**BORSE PARK SEWER LINING PROJECT AGREEMENT CONTRACT,  
SPECIAL CONDITIONS AND CERTIFICATIONS**

DRAFT

**VILLAGE OF WILLOWBROOK  
DuPAGE COUNTY, ILLINOIS**

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

**FOR**

**BORSE PARK –  
STORM SEWER LINING**

**Prepared By:**

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

**Project No. 23004B**

**October 2023**

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<h1 style="text-align: center;">NOTICE TO CONTRACTORS</h1>	<b>Owner:</b> <b>VILLAGE OF WILLOWBROOK</b>
	<b>Township:</b> <b>DOWNERS GROVE</b>
	<b>County:</b> <b>DuPAGE</b>
	<b>Project No.</b> <b>23004B</b>

**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 6<sup>th</sup> day of November 2023,** and will be publicly opened and read at that time.

**II. DESCRIPTION OF WORK:**

The proposed work is officially known as:

**BORSE PARK - STORM SEWER LINING**

and consists of cured in place pipe installation, service repair and service restoration and storm sewer cleaning & televising, at Borse Park, located at 208 Midway Drive, Willowbrook, Illinois.

**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**

# INDEX TO SPECIAL PROVISIONS

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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.

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**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, streetlights, 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.

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**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 PARK - STORM SEWER LINING**, 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 By \_\_\_\_\_  
Title Frank A. Trilla, Mayor

(S E A L)

**Party of the Second Part**

(If a Corporation)

Corporate  
Name \_\_\_\_\_

By \_\_\_\_\_

Secretary

President

(Corporate Seal)

(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.

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.

## SPECIAL PROVISION

### INSURANCE PROVISIONS, Cont'd.

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:

##### 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.

## SPECIAL PROVISION

### INSURANCE PROVISIONS, Cont'd.

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.
- ☐ 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.

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.

<b>ACORD</b>	<h1 style="margin:0;">“SAMPLE”</h1> <h2 style="margin:0;">CERTIFICATE OF LIABILITY INSURANCE</h2>	Date (MM/DD/YY)																										
<p><b>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.</b></p> <p><i>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).</i></p>																												
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E.L. DISEASE-POLICY LIMIT				\$ 1,000																								
	Other																											
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b>																												
OWNER: <b>VILLAGE OF WILLOWBROOK</b> PROJECT DESCRIPTION <b>BORSE PARK - STORM SEWER LINING, WILLOWBROOK, IL</b> "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).																												
<b>CERTIFICATE HOLDER                      Additional Insured, Insurer Letter:                      CANCELLATION</b>																												
<b>OWNER</b> (Including its officials, employees and volunteers) and <b>FRANK NOVOTNY &amp; ASSOCIATES, INC. dba NOVOTNY ENGINEERING</b> (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 10/05/2023

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Othe r Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		35.92	38.72	1.5	1.5	2.0	2.0	13.60	24.04	3.20	0.83	0.00	14.04	28.07
ELECTRIC PWR EQMT OP	All	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	All	BLD		45.45	49.70	1.5	1.5	2.0	2.0	13.90	27.89	7.13	1.20	0.00	18.13	36.23
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	NE	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	E	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00



OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
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		0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.85	53.90	1.5	1.5	2.0	2.0	12.50	22.80	0.00	1.12	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.00	54.00	1.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	E	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49	0.00	0.00	0.00
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.76	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.11	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.31	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

# 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

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
202 Earth and Rock Excavation .....	1
204 Borrow and Furnished Excavation.....	2
207 Porous Granular Embankment.....	3
211 Topsoil and Compost .....	4
407 Hot-Mix Asphalt Pavement (Full-Depth) .....	5
420 Portland Cement Concrete Pavement .....	6
502 Excavation for Structures.....	7
509 Metal Railings.....	8
540 Box Culverts .....	9
542 Pipe Culverts .....	29
586 Granular Backfill for Structures .....	34
644 High Tension Cable Median Barrier .....	35
782 Reflectors .....	36
801 Electrical Requirements .....	38
821 Roadway Luminaires .....	40
1003 Fine Aggregates.....	41
1004 Coarse Aggregates.....	42
1020 Portland Cement Concrete .....	43
1030 Hot-Mix Asphalt .....	44
1067 Luminaire .....	45
1097 Reflectors .....	52

## RECURRING SPECIAL PROVISIONS



**Illinois Department  
of Transportation**

### Check Sheet for Recurring Special Provisions

Local Public Agency

Village of Willowbrook

County

DuPage

Section Number

☐ 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
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 <b>Village of Willowbrook</b>	County <b>DuPage</b>	Section Number <div style="border: 1px solid black; height: 15px; width: 100%;"></div>
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The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

<u>Local Roads And Streets Recurring Special Provisions</u>		
<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	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	<b>Reserved</b>	164
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	165
LRS 10	<b>Reserved</b>	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 checked="" type="checkbox"/> Partial Payments	178
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	179
LRS 17	<input checked="" 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 November 17, 2023 Letting

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 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	
	80453	14	<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
	80261	15	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	16	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	17	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	18	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	19	<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	20	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433	21	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	22	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	23	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	24	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	25	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450	26	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	27	<input type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	28	<input type="checkbox"/> Portland Cement Concrete	Aug. 1, 2023	
*	34261	29	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445	30	<input type="checkbox"/> Seeding	Nov. 1, 2022	
	80448	31	<input type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	32	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	33	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	34	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	35	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	36	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435	37	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	38	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
*	20338	39	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	40	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	41	<input type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	42	<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
	80302	43	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454	44	<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
	80427	45	<input type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	46	<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 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	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.

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**\* SPECIAL PROVISION \***

**BIDDER PREQUALIFICATION**

**Minimum Entry Policy for Pipe-Line Rehabilitation Projects**

The Owner invites and encourages competition on all pipe-line reconstruction projects. However, the Owner must be assured that all pipe-line reconstruction products installed in the Owner's system are of good quality, manufacturers of such products are reputable and financially sound, and installers of such projects are competent and experienced. The Owner has, therefore, established these standards for product quality, manufacturer soundness and integrity, and installer expertise and experience.

All pipe-line reconstruction products (the "Product"), manufacturers of major product components (the "Manufacturer"), and installers of such products (the "Installer") must be qualified as **commercially acceptable** or **new**. To be considered commercially acceptable, the product, manufacturer, and installer must demonstrate full compliance with the requirements in Section I, "Requirements for Qualification as Commercially Acceptable." Products, manufacturers, and installers deemed commercially acceptable will be allowed to bid as specified.

If a product, manufacturer, or installer cannot qualify as commercially acceptable, consideration for bidding on a limited basis is allowed, provided that such product, manufacturer, or installer has qualified as new. In order to qualify for this status, such product, manufacturer, or installer must demonstrate full compliance with Section II, "Requirements for Qualification as New Product, New Manufacturer, or New Installer."

The Owner recognizes that certain combinations of product, manufacturer, and installer may result in various degrees of acceptability. For example, a commercially acceptable manufacturer and installer may propose a new product, or a commercially acceptable product, and manufacturer may be proposed by a new installer. Such situations can be accommodated by these pre-qualification requirements, although with limited participation.

Under no circumstances will a product, manufacturer, or installer be allowed to bid unless each is deemed commercially acceptable or new. All data submitted for the qualification process must demonstrate, to the satisfaction of the Owner or Owner's Engineer, full compliance with all applicable items.

**I. Requirements for Qualification as Commercially Acceptable**

In order to be considered commercially acceptable, the product, manufacturer, and installer each demonstrate, to the Owner's satisfaction, compliance with the following requirements:

- A. For a product to be considered as commercially acceptable, a minimum of 250,000 feet or 1,000 line sections of successful waste water collection system installation in the U.S. must be documented to assure commercial viability. Such documentation must be provided. In addition, the product shall have been in service within the waste water collection system of the Owner (or some other City, Town, or County within the State of Illinois) for a minimum of three (3) years. The product must be shown to comply with the requirements as listed in Sections III, IV, V, and VI.

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**\* SPECIAL PROVISION \***

**BIDDER PREQUALIFICATION, Cont'd.**

- B. For a manufacturer to be considered commercially acceptable, the manufacturer must have provided continuously for at least five (5) years, the materials for a commercially acceptable product (as defined in "A" above). For purposes of determining manufacturer qualification, the commercially acceptable product may be the proposed rehabilitation materials to the Owner, or it may be some other pipe-line rehabilitation method using a commercially acceptable product. The manufacturer must be able to demonstrate sufficient in-house Engineering support and manufacturing quality control. Furthermore, to insure the long-term protection of the Owner, the manufacturer shall submit three (3) years audited financial data and must be financially sound by generally accepted accounting principles. In addition, the manufacturer must be shown to comply with the requirements as listed in Section V.
- C. For an installer to be considered as commercially acceptable, the installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least three (3) years active experience in the commercial installation of the product. In addition, the installer must have successfully installed at least 50,000 feet of the product in waste water collection system installations. These installations must have had a combined total of 1,000 successful internally reinstated lateral connections. In addition, the installer must certify that the installation of the product will be done in accordance with manufacturer's recommended procedures as detailed in Section VI.
- D. The manufacturer and/or installer has submitted, upon request by the Owner or the Owner's Engineer, responses to the information required in Section VI which are, in the sole opinion of the Owner and the Owner's Engineer, acceptable, responsive, and provide satisfactory proof of these qualification requirements.

**II. Requirements for Qualification as a New Product, Manufacturer, or Installer**

If a product, manufacturer, or installer cannot qualify as commercially acceptable (as defined in Section I above), that product, manufacturer, or installer may still qualify as new, and as such, may still be allowed to participate, on a limited basis, in pipe-line reconstruction projects for the Owner. In order to be qualified as new, the following requirements must be met:

- A. Requirements for New Products:

In order for any product that is not commercially acceptable to be qualified as a new product, the manufacturer and/or installer of that product must be willing to install a test section of 300 feet, minimum, under the supervision of the Owner's inspector for review by the appropriate Owner's officials. This test section will be at no charge to the Owner and will be used to evaluate installation, trauma, product performance, public disruption, and compatibility with the Owner's current standards and requirements. This requirement may be waived by the Owner, at the Owner's sole discretion, in the event the product is offered by a commercially acceptable manufacturer and a commercially acceptable installer.

**\* SPECIAL PROVISION \***

**BIDDER PREQUALIFICATION, Cont'd.**

To evaluate the test section, the following criteria have been established:

- 1) The post-video tape will be reviewed to ensure that the finished pipe has no flat spots or other shape irregularities that were not present in the host pipe and that no infiltration is observed.
- 2) Dimples must be visible for internal reinstatement of services.
- 3) Evaluate level of disruption (time limit, surface disturbance, etc.).
- 4) A section of the pipe shall **have** the following tests performed:
  - Verify design thickness in accordance with ASTM D3567.
  - Verify design physical properties in accordance with ASTM D790.

**B. Requirements for New Manufacturers:**

The manufacturer must be able to demonstrate sufficient in-house Engineering support and manufacturing quality control. Furthermore, to insure the long-term protection of the Owner, the manufacturer shall submit three (3) years audited financial data and must be financially sound by generally accepted accounting principles. In addition, the manufacturer must be shown to comply with the requirements as listed in Section V.

**C. Requirements for New Installers:**

The installer must satisfy all insurance, financial, and bond requirements of the Owner, and must have had at least three (3) years active experience in the pipe-line reconstruction field or related fields. In addition, the installer must show compliance with Section VI.

**D. General Requirements and Limitations:**

For any new product, new manufacturer, or new installer, the Owner will not permit the installation, during any twelve (12) month period, of more than three percent (3%) of the total footage of the new product that has been installed and accepted in similar applications in the United States. Documentation of installation footage must be provided using the attached Installation Reference Form. In addition, any new product will not be installed in critical or socially sensitive sewers, as determined by the Owner, until three (3) years of successful service in the Owner's waste water collection system is completed. If the new product is to be furnished by a commercially acceptable manufacturer and installer, this limitation will be dropped after the new product (supplied by the same manufacturer and installer) has been in service in the Owner's system for at least one (1) year.

**\* SPECIAL PROVISION \***

**BIDDER PREQUALIFICATION, Cont'd.**

**III. Product Performance**

No product will be allowed to be bid or installed without submittal of test data supporting the following product performance requirements. Product samples used for testing shall be similar to those proposed for installation. Test samples shall be prepared so as to simulate installation methods and trauma of the product.

- A. Chemical Resistance - Tests shall be conducted in accordance with ASTM F1216, and meet the minimum guidelines listed therein.
- B. Long-Term Properties - Tests to confirm fifty (50) year design values shall be conducted in accordance with ASTM D2990. As an alternative, third party testing of a 10,000 hour external loading test, conducted in a wet environment to simulate field conditions, can be used to verify long-term design values.
- C. Flow Characteristics - The in-service product shall provide full flow capacity equal to at least one hundred percent (100%) of the host pipe's original capacity. Manufacturer or installer shall provide at least one (1) in-ground flow test, verified by a third party, which measures flow characteristics of the product in uncleaned, in-service sewers.
- D. Strain-Corrosion Testing - Glass fiber reinforced products shall submit strain-corrosion test data performed in accordance with ASTM D3681 without failure in eighteen (18) samples when exposed to 1.0N sulfuric acid at the following strain levels for the time periods shown.

<u>Hours</u>	<u>No. of Samples</u>	<u>Min. Strain %</u>
10	4	0.72
100	5	0.69
1,000	5	0.67
10,000	4	0.64

**IV. Design Analysis**

- A. The design method used for the product must be submitted for review and approval. Physical properties used in design equations must be validated by independent testing of product samples from ten (10) previous projects. Physical values derived from laboratory samples will not be allowed.
- B. Any product that claims or requires bonding to the existing pipe must be installed in fully-operating pipe of at least two hundred feet (200'). This installation will be at the cost of the manufacturer and/or installer. The test pipe will be chosen by the Owner or the Owner's Engineer. Once installed, a minimum of five (5), ten foot (10') sections will be chosen at random and excavated. A suitable impact instrument will be used to crack the host pipe. Complete bonding between the new pipe and the host pipe must be evident. If any areas of incomplete bonding exist, the product will be rejected. In the case of failure, the entire

**BIDDER PREQUALIFICATION, Cont'd.**

test section will be excavated, the old lined pipe removed and discarded, and a new pipe of the Engineer's choice will be installed. The manufacturer and/or installer will be responsible for the entire cost of this test regardless of the outcome.

**V. Manufacturing and Quality Control**

- A. Detailed information describing the method of manufacturing and the final composition of the rehabilitation materials shall be provided. This information must also include descriptions of any major components not directly provided by the Manufacturer.
- B. Documentation shall be submitted as to country of manufacture of all components used to produce the final installed product.
- C. Detailed quality control procedures for rehabilitation materials, manufacturing, and installation shall be submitted. This shall include inspection requirements, testing procedures, and allowable manufacturing tolerance levels.
- D. All related ASTM Standards, or any nationally-recognized standards, for product manufacturing must be submitted.

**VI. Installation**

- A. An itemized list detailing the installation procedures shall be submitted. This shall include estimated times for each task, lateral reinstatement methods, the number of required excavations, and any other items unique to each process.
- B. The installer shall submit evidence of being trained to install the product.
- C. All related ASTM Standards, or any nationally-recognized standards, for installation of the product shall be submitted.
- D. Detailed procedures shall be submitted for repairing the product in the event of failure or future damage. These procedures should not require specialized training and/or equipment for the Owner's maintenance crews.
- E. Detailed procedures shall be submitted for future tapping of service connections into the product. The procedures should not require specialized training and/or equipment for the Owner's maintenance crews.

**\* SPECIAL PROVISION \***

**CURED-IN-PLACE PIPE (CIPP)**

**Description:** This work shall consist of the cleaning, televising, lining of sewers with a flexible polyester liner and the re-opening of service stubs at the locations indicated on the Plans. Copies of before and after television tapes shall be furnished to the Owner upon completion of all work.

**Intent:** It is the intent of this portion of this Specification to provide for rehabilitating pipe-lines by the insertion of a cured-in-place pipe (CIPP) flexible polyester felt liner. The liner shall be saturated with a thermosetting resin and inverted into the existing pipe-line utilizing an inversion tube and hydrostatic head. Curing shall be accomplished by circulating hot water or steam to cure the resin into a hard impermeable pipe. When cured, the hardened liner should extend from end to end of the section being lined in a continuous process. All materials shall be in conformance with ASTM Specification F1216.

**Reference Specifications and Manufacturer's Standards:** This Specification references American Society for Testing and Materials (**ASTM**), National Association of Sewer Service Companies (**NASSCO**), and American Water Works Association (**AWWA**) Standards which are made part hereof by such reference, and shall be the latest edition and revision thereof. If there is a conflict between these Standards and this Specification, this Specification will govern.

**General Corrosion Requirements:** The finished liner shall incorporate thermosetting materials which will withstand the corrosive effects of the normal existing effluents, liquids, or gases.

**Liner Sizing:** The liner shall be fabricated to a size that when installed, will neatly fit the internal circumference of the conduit to be lined. Allowance for circumferential stretching of the liner during insertion shall be made as per manufacturer's standards. **It will be the Contractor's sole obligation to verify the actual size of the pipe to be lined in the field over its entire length prior to the actual inversion process by means of his pre-lining video inspection.**

**Liner Capacity:** Flexible Polyester Liner shall be installed to the minimum thicknesses listed under "Liner Thickness" on the next page, except that flow capacity **is maintained at least 100% of the original flow capacity.**

**Liner Length:** The length of the liner shall be that deemed necessary by the Contractor to effectively carry out the insertion and seal the liner at the inlet and outlet points. The Contractor shall verify the lengths in the field before cutting the liner to length. Individual inversion runs can be made over one or more access points as determined in the field by the Contractor and approved by the Engineer.

**Materials:** The tube shall consist of one (1) or more layers of absorbent fabric capable of carrying resin, and capable of withstanding installation pressures and curing temperatures. The tube shall be compatible with the resin system used. The tube material shall be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube shall be plastic coated with a material that is compatible with the resin system used. The tube should be fabricated to size that, when installed, will fit the internal circumference and the length of the existing pipe. Allowance should be made for circumferential stretch during installation. The outside of the tube shall be marked along its full length at regular intervals not to exceed five feet (5').

**\* SPECIAL PROVISION \***

**CURED-IN-PLACE PIPE (CIPP), Cont'd.**

The resin used shall be a thermoset resin system that is compatible with the cured-in-place pipe installation. The resin shall be able to cure in the presence of water and the initiation temperature for cure shall be less than 180°F.

The CIPP system shall have the minimum structural properties given below:

<b>CIPP STRUCTURAL PROPERTIES*</b>		
<b><u>PROPERTY</u></b>	<b><u>ASTM TEST METHOD</u></b>	<b><u>MIN. VALUE</u></b>
Flexural Strength	D790	4,500 psi
Flexural Modulus	D790	250,000 psi

\*Values are for field inspection

CIPP Field Samples - To verify physical properties, the manufacturer shall submit a minimum of fifteen (15) test results from previous field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified above have been achieved in previous field applications.

The wall color of the interior pipe surface of the CIPP after installation shall not be of a dark or non-reflective nature that could inhibit proper closed circuit television inspection.

The bond between all CIPP layers shall be strong and uniform. All layers, after cure, shall be completely saturated with resin.

**Liner Thickness:** The Contractor shall submit his Proposal for the appropriate size of liner designated on the Proposal sheet. Liner thickness shall be specified for each line size listed in the Proposal form unless otherwise stated. The liner shall be installed to the minimum nominal thickness listed below:

8" Sewer Pipe Liner = .236" Wall Thickness ( 6 MM)  
10" Sewer Pipe Liner = .236" Wall Thickness ( 6 MM)  
12" Sewer Pipe Liner = .236" Wall Thickness ( 6 MM)  
15" Sewer Pipe Liner = .295" Wall Thickness ( 7.5 MM)  
18" Sewer Pipe Liner = .295" Wall Thickness ( 7.5 MM)  
21" Sewer Pipe Liner = .354" Wall Thickness ( 9 MM)  
24" Sewer Pipe Liner = .354" Wall Thickness ( 9 MM)  
27" Sewer Pipe Liner = .413" Wall Thickness (10.5 MM)  
30" Sewer Pipe Liner = .413" Wall Thickness (10.5 MM)  
33" Sewer Pipe Liner = .413" Wall Thickness (10.5 MM)  
36" Sewer Pipe Liner = .413" Wall Thickness (10.5 MM)

**Deviations:** The deterioration of pipe-lines is an ongoing process. Should pre-insertion inspections reveal the pipes to be in substantially different conditions than those stated in the design considerations, then the Contractor shall request a change in liner thickness supporting such request with design data in accordance with manufacturer's standard design policies. The deviation, if approved, shall be reflected by the appropriate addition or reduction in the unit cost for that size as shown in the optional portion of the Proposal.

**\* SPECIAL PROVISION \***

**CURED-IN-PLACE PIPE (CIPP), Cont'd.**

**Design Parameters:** The required structural CIPP wall thickness shall be based on the minimum physical properties above and in accordance with the guidelines in the appendix of ASTM F1216, with the following design parameters:

Design Safety Factor	=	2.0
Reduction Factor for Long-Term Effects (applied to flexural modulus)	=	50%
Ovality*	=	5%
Enhancement Factor, K	=	7.0
Internal Vacuum (if applicable)	=	___ psi
Groundwater Depth (above invert)	=	water to grade
Soil Depth (above crown)	=	as per site conditions
Soil Modulus**	=	700 psi
Soil Density**	=	120 pcf
Live Load **	=	HS20
Design Condition	=	Fully Deteriorated

Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness.

**Installation Procedures:** The following installation procedures shall be adhered to unless otherwise approved by the Owner's representative.

- A) Safety - The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces, below grade. The Contractor will also be responsible for all traffic control devices necessary to protect his men and equipment, as well as, the motoring public from his operations under this Contract.
- B) Cleaning of Pipe-lines - Prior to any lining of a pipe so designated, it shall be the responsibility of the Contractor to remove any and all internal deposits from the pipe-line. Gravity pipes should be cleaned with hydraulically powered equipment, high velocity jet cleaners, or mechanically powered equipment (see NASSCO Recommended Specifications for Sewer Collection System Rehabilitation). Pressure pipe-lines should be cleaned with cable-attached devices or fluid-propelled devices as shown in AWWA Manual on Cleaning and Lining Water Mains, M28.



**\* SPECIAL PROVISION \***

**CURED-IN-PLACE PIPE (CIPP), Cont'd.**

Method of Cleaning - (Bucketing, Brushing, and Flushing) - Gravity pipe-lines to be cleaned shall be preceded by rodding the section of the sewer in order to thread in the cables of the power winch. All loose materials, solids, and other debris shall then be removed by means of clam shell-type buckets, and/or other appliances dragged through the pipe-lines with power winches of suitable size and horsepower. Each section shall then be power brushed with a large enough brush to assure that the pipe-line has been cleaned in an efficient manner and to the satisfaction of the Engineer. All sections will be flushed with a high velocity type sewer jet in conjunction with the brushing operation.

All water used shall be furnished at NO CHARGE to the Contractor by the Owner, but all water shall be metered.

The Contractor shall be responsible for picking up and disposing of all debris removed from the sewer off the job site at a location to be found by him. Any charges for dumping the removed material shall be borne by the Contractor.

- C) Inspection of Pipe-lines - Inspection of pipe-lines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. The interior of the pipe-line shall be carefully inspected to determine the location and extent of any conditions that may prevent proper installation of the impregnated tube, such as protruding service taps, collapsed or crushed pipe, and reductions in the cross-sectional area of more than forty percent (40%). These conditions shall be noted so that they can be corrected. The location of any conditions which may prevent proper installation of lining materials into the pipe-lines shall be noted, so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Owner/Engineer.
- D) Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, dropped joints, protruding branch connections, or broken pipe that will prevent the insertion of the liner. If inspection reveals an obstruction that cannot be removed by conventional cleaning equipment or mechanical cutting equipment, then the Contractor shall request a spot repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved, in writing, by the Owner's representative prior to the commencement of the work and shall be paid for separately by the Owner.
- E) Resin Impregnation - The tube should be vacuum-impregnated with resin (wet-out) under controlled conditions. The volume of resin used should be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume should be adjusted by adding excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. A roller system shall be used to uniformly distribute the resin throughout the tube. The installer shall designate a location where the CIPP will be vacuum impregnated prior to installation. The installer shall allow the Owner's

**\* SPECIAL PROVISION \***

**CURED-IN-PLACE PIPE (CIPP), Cont'd.**

representative to inspect the materials and procedures used to vacuum impregnate the tube.

- F) Bypassing Flow - The Contractor shall provide for the transfer of flow around the section or sections of pipe that are to be lined. The bypass shall be made by diversion of the flow at an existing upstream access point and pumping the flow into a downstream access point or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The proposed bypassing system shall be approved in advance by the Owner. The approval of the bypassing system in advance by the Owner shall in no way relieve the Contractor of his responsibility and/or public liability.

The Contractor will provide public advisory services to notify all parties whose service laterals will be out of commission and to advise against water usage until the main line is back in service.

**Installation of CIPP Liner:**

- A) Inversion - The wet-out liner material shall be inserted through an existing manhole or other approved access by means of an inversion process and the application of a hydrostatic head sufficient to fully extend the liner to the next designated access point. The impregnated liner materials shall be inserted into the inversion tubes with the impermeable plastic membrane side out. At the lower end of the inversion tube, the liner tube shall be turned inside out and attached to the inversion tube, so that a leak-proof seal is created. The inversion head will be adjusted to be of sufficient height to invert the liner to the next access point designated and to hold the liner snug to pipe wall and to produce dimples at side connections and flared ends at the entrance and exit access points. The use of a lubricant is recommended, and if used, such lubricant shall be as approved by manufacturer's standards.

Tube installation forces or pressures shall be limited so as not to stretch the tube longitudinally by more than five percent (5%) of the original length. Before the installation begins, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the installation has started, the pressure shall be maintained between the minimum and maximum pressures until the installation has been completed. The existing conduit shall be dewatered for any CIPP installation that does not use an inversion method to expand the tube against the pipe wall.

**\* SPECIAL PROVISION \***

**CURED-IN-PLACE PIPE (CIPP), Cont'd.**

- B) Alternatively - The tube can be pulled into place and expanded by a water inversion process with an inflation bladder. For those sections, a proofing section shall be pulled through the existing conduit prior to installation. The proofing section shall consist of the materials proposed for rehabilitation. The minimum length of the proofing section shall be five percent (5%) of the total line length and shall be of like diameter and thickness. If proofing section is damaged, point repairs shall be made to the existing conduit. The proofing process shall be repeated using a new proofing section to verify effective point repairs. Repeat proofing and point repair process until proofing results in no damage to proofing section. Installation of CIPP using pull-in methods can begin after successfully proofing the existing conduit.
- C) The use of a lubricant during inversion is recommended to reduce friction. This lubricant should be poured into the water in the downtube or applied directly to the tube or inflation bladder. Lubricant shall not be used in process where impermeable coatings are perforated prior to tube installation. The lubricant used should be a non-toxic, oil-based product that has no detrimental effects on the tube or boiler and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported.

The manufacturer's standards shall be closely followed during the elevated curing temperature, so as not to over stress the felt fiber and cause damage or failure of the liner prior to cure. (In certain cases, the Contractor may elect to use a Top Inversion. In this method, the liner is pre-inverted to a distance that corresponds to the minimum inversion head and instead of attaching to an elbow at the base of the inversion tube, the liner is attached to a top ring.)

- D) Liner Curing - After inversion is completed, the Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water to the far end of the liner, per manufacturer's recommendations, to uniformly raise the water temperature in the entire liner above the temperature required to effect a cure of the resin. The temperature shall be determined by the resin/catalyst system employed. [Steam curing is acceptable per ASTM F1216](#)

The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gage should be placed between the impregnated tube and the pipe invert at the termination to determine the temperatures during cure. Water temperature in the line during the cure period shall not be less than 150° Fahrenheit or more than 200° Fahrenheit as measured at the heat exchanger return line.

Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or

**\* SPECIAL PROVISION \***

**CURED-IN-PLACE PIPE (CIPP), Cont'd.**

cure in the resin. After initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer. The post-cure temperature should be held for a period as recommended by the resin manufacturer during which time the recirculation of the water and cycling of the boiler to maintain the temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, the ground conditions (temperature, moisture level, and thermal conductivity of soil).

- E) Cool-Down - The Contractor shall cool the hardened liner to a temperature below 100 ° F (38° C) before relieving the static head in the inversion tube. Cool-down may be accomplished by the introduction of cool water into the CIPP to replace water being drained from a small hole made in the end of the liner at the downstream end. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed pipe.
- F) Finish - The finished lining shall be continuous over the entire length of an insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The lining shall be impervious and free of any leakage from pipe to the surrounding ground or from the ground to the inside of the lined pipe.

Any defects which will affect, in the foreseeable future or during the warranty period, the integrity or strength of the linings, shall be repaired at the Contractor's expense, in a manner stated in the Contract.

**Sealing Liner at the Ends:** If, due to broken or misaligned pipe at the access point, the lining fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the liner.

**Service Restoration:** After the liner has been cured, the Contractor shall restore all existing service connections as designated by the Owner or the Engineer. This shall be done in the case of non-man entry pipes, from the interior of the pipe-line by means of a television camera and a cutting device that re-establishes them to not less than 90% capacity. Only the Owner shall have the authority to direct the Contractor not to reinstate existing service connections. If excavations are required, they shall be done at no additional cost to the Owner.

**Post Video:** After all work is completed, the Contractor will provide the Owner with two (2) copies of video tape showing both the before-lined and after-lined conditions, including the restored connections. All video tapes shall be in digital format, in color. No infiltration of groundwater should be observed. All service entrances should be accounted for and be unobstructed.

**\* SPECIAL PROVISION \***

**CURED-IN-PLACE PIPE (CIPP), Cont'd.**

**Inspection:** For 20% of the inversions as designated by the Owner, one (1) CIPP sample shall be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. (Note: In areas with limited space and larger diameter pipes, other sampling techniques may be required.)

The sample should be large enough to provide a minimum of three (3) specimens and a recommended five (5) specimens for flexural testing and also for tensile testing, if applicable. The full CIPP sample wall thickness shall be tested, whenever possible. If the sample is irregular, distorted, or of such thickness that proper testing is inhibited, then the wall thickness shall be machined away from the inside pipe face of the sample only. Thus, the test specimen shall be cut from the outside pipe face of the CIPP sample.

For specimens greater than one-half inch ( $\frac{1}{2}$ " (12.70 mm) in depth, the width-to-depth ratio of the specimen shall be increased to a minimum of 1:1 and shall not exceed 4:1. Test specimens shall be oriented on the testing machine with the interior surface of the CIPP in tension. The following test procedures should be followed after the sample is cured and removed.

- A) Flexural (Bending) Properties - The initial tangent flexural modulus of elasticity and flexural stress should be measured for gravity and pressure pipe applications in accordance with Test Method D 790, Test Method I - Procedure A, and should meet the requirements of Section 4.3.
- B) Tensile Properties (For Pressure Pipe Only) - The tensile strength should be measured for pressure pipe applications in accordance with Test Method D 638 and must meet the requirements of Section 4.3.

**Delamination Test:** For pulled-in-place CIPP products where the inflation bladder remains a permanent part of the finished CIPP product, a delamination test should be performed on each installation length. The sample shall be fabricated from material taken from the tube and the resin/catalyst system used and cured in a clamped mold placed in the downtube. A portion of the inflation bladder material in the sample should be dry and isolated from the resin in order to separate tube layers for testing. Delamination testing shall be in accordance with ASTM D 903, with the following exceptions:

- A) The rate of travel of the power-actuated grip shall be one inch (1")-(25 mm)/min.
- B) Five (5) test specimens shall be tested for each inversion specified.
- C) The thickness of the test specimen shall be minimized, but should be sufficient to adequately test delamination of non-homogeneous CIPP layers.
- D) The peel or stripping strength between any non-homogeneous layers of the CIPP laminate should be a minimum of 10 lb./in. (178.60 g/mm) of width for typical CIPP applications.

**\* SPECIAL PROVISION \***

**CURED-IN-PLACE PIPE (CIPP), Cont'd.**

**Clean Up:** Upon completion of the installation work and after required testing indicates the lining is acceptable, the Contractor shall reinstate the project area affected by his operation to original or better condition than existed prior to construction on areas affected by his operations.

**Basis of Payment:** This work will be paid for at the Contract unit price per foot of liner, installed inside sanitary sewer, for **CURED-IN-PLACE PIPE (CIPP)**, of the size indicated on the Plans, which price shall be payment in full for all work described herein, including all line cleaning, bypass pumping, videotaping, testing, and clean up, for a completed liner installation, including the complete restoration of all surfaces. All lateral services restored will be paid for per each under the item of **SERVICE RESTORATION, COMPLETE**. All surfaces disturbed during installation of pipe-liners, including pavements, sidewalks, curbs, lawns, and other surfaces, shall be restored to their original condition, or better, which payment shall be included in the foot price for "CURED-IN-PLACE PIPE", and no additional compensation will be allowed.

## **SPECIAL PROVISION**

### **SERVICE REPAIR, SPECIAL**

**Description:** This work shall consist of the repair of an existing storm sewer service, which protrudes, more or less, into the mainline sewer and must be totally repaired or otherwise rendered flush with the interior wall of the mainline from totally within the existing mainline sewer.

The Engineer will determine where "Service Repairs, Special" are to be performed. The Contractor shall possess the necessary equipment, tools, materials, and labor to be able to identify the exact location where the repairs are necessary, to visually inspect the existing repair area, and to advance the necessary equipment down the mainline sewer to the subject area and to otherwise grind off the protruding service pipe from a break-in connection to be flush with the interior contour of the existing pipe.

**Basis of Payment:** This work will be paid for at the Contract unit price per each for **SERVICE REPAIR, SPECIAL**, which price shall be payment in full for each lateral service repair so directed and performed in accordance with the requirements outlined hereinabove.

**\* SPECIAL PROVISION \***

**STORM SEWER TO BE CLEANED**

**Description:** This work shall consist of furnishing all labor, supervision, and power equipment necessary to clean storm sewers, as outlined in these Specifications.

**Owner's Responsibility to Contractor:** The Owner shall provide the Contractor with the following items at the Owner's expense:

1. Manholes located, exposed and ready for access.
2. Project Plans for those areas where sewers are required to be cleaned.

**Contractor's Responsibility for Safety:**

1. The Contractor shall develop and maintain a safety program which will implement required safety procedures recognized and required of their industry group.
2. The Contractor shall have in place and instituted a confined space entry program which at a minimum meets the OSHA Standard 1910.146.
3. Accidents shall be reported to the Owner or Engineer promptly, in writing, giving full details and describing the incident including any statements from witnesses.

**Cleaning Precautions:** During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force), or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When water from fire hydrants is required for the cleaning operations, the contractor will be required to obtain a water meter from the Willowbrook Water Department and use the designated hydrant to draw water. Fire hydrant shall remain accessible at all times to emergency personnel. There shall also be no direct connections from the fire hydrants to any device placed in the sewer system.

**Cleaning Equipment:** The equipment used for sewer cleaning shall be capable of removing dirt, grease, rocks, roots and other deleterious materials. The equipment shall be selected by the Contractor to prevent damage to the pipe. The cleaning equipment shall be capable of cleaning lengths up to 500 feet, and must be able to clean a span with vehicular access to one structure only.

SC&T.1(Rev.)



**STORM SEWER TO BE CLEANED (Continued)**

Cleaning shall be of the entire reach between structures. If cleaning of an entire section cannot be successfully performed from one structure, the equipment shall be set up on the other structure and cleaning again attempted without additional compensation. The Contractor's methods and equipment shall meet the approval of the Owner or Engineer at all times.

**Sewer Cleaning:** The Contractor shall provide all labor and equipment necessary for the proper high-pressure water jetting, rodding, bucketing, brushing, and flushing of the various sewers. The purpose of the sewer cleaning operation is to remove such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. to restore the sewer to a minimum 95% of the original carrying capacity, or as required for the proper internal television inspection of the pipe.

It is recognized that there may be some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will immediately notify the Owner or Engineer for their review. If it is agreed at that time that the pipe is in too poor a condition to perform additional cleaning and televising operations, the Contractor will not be required to clean those specific sections. If in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will not be held responsible.

**Removal of Debris:** All sludge, dirt, sand, rocks, grease, roots and other solids or semi-solids resulting from the cleaning operation shall be removed at the downstream structure of the section being cleaned. Passing material from structure section to structure, which can cause line stoppages, accumulations of sand in wet wells or damaged to pumping equipment, shall not be permitted.

**\* SPECIAL PROVISION \***

**STORM SEWER TO BE CLEANED (Continued)**

**Disposal of Debris:** All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of off-site by the Contractor. All materials shall be removed from the site no less often than at the end of each work day. Under NO circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as approved by the Owner. It will be the Contractor's responsibility to properly dispose of all wastes so removed from the sewers, in accordance with IEPA disposal directives.

**Method of Measurement:** Sewer cleaning will be measured in feet as measured along the straight line from center of structure to center of structure.

**Basis of Payment:** This work shall be paid for at the Contract unit price per foot for **STORM SEWER TO BE CLEANED**, of the size listed in the Bidding Schedule, which price shall be payment in full for all work described herein.

## **SPECIAL PROVISION**

### **SEWER TELEVISION**

**Description:** This work shall consist of furnishing all labor, supervision and equipment necessary to inspect by closed circuit television various storm sewers, as detailed in the Plans and these Specifications.

**Notification of Commencing Work:** The Contractor shall keep the Owner informed as accurately as possible as to when they plan to commence work, and in what way they intend to proceed.

#### **Contractor's Responsibility for Safety:**

1. The Contractor shall develop and maintain a safety program which will implement required safety procedures recognized and required of their industry group.
2. The Contractor shall have in place and instituted a confined space entry program which at a minimum meets the OSHA Regulation – 29 CFR 1910.146.
3. Accidents shall be reported to the Owner or Engineer promptly, in writing, giving full details and describing the incident including any statements from witnesses.

**Traffic Control:** The Contractor shall obtain, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Traffic control procedures and devices shall meet the requirements of the applicable laws and regulations covering work area protection. If streets are to be closed, the Contractor shall notify the Police and Fire Departments, so that special arrangements can be made to reroute emergency vehicles.

**Pre-Inspection Cleaning:** Sewer cleaning will be required for each segment scheduled to be televised, and paid for under the item of "STORM SEWER TO BE CLEANED".

**Color Television Inspection of Sewers:** The Contractor shall furnish all labor and electronic equipment necessary to perform the closed circuit television inspection of the sewers. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio, controlling the movement of the television camera through the sewer in either direction.

Televising equipment shall include the television camera, television monitor, cables, power source, lights, and other equipment necessary for the televising operation.

The color television camera shall be one specifically designed and constructed for the purpose of televising sewers. The color camera shall have a high resolution lens, capable of spanning 360-degrees circumference and 270-degrees on horizontal axis to televise sewer lines 6-inch diameter and larger. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to locate and view all defects, as well as any questionable problem areas.

## **SPECIAL PROVISION**

### **SEWER TELEVISION, Cont'd.**

Camera and lighting quality shall be suitable to provide a clean, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The camera shall be able to operate efficiently in 100% humidity conditions. The camera, television monitor and all other necessary components of the video system shall be capable of producing a minimum 350-line resolution color video picture.

Where obstructions within the sewer line prevent the passage of televising equipment, the contractor shall reset his equipment to pass through the sewer line section from the other end and thereby complete the inspection.

**Digital Recording:** Two (2) copies of the recorded high-resolution video shall be furnished to the owner and engineer on 2 USB Jump Drives in an acceptable electronic video format [i.e. VOB, mp4, .MOV, etc.]. Video recording shall be performed by a reputable company meeting the approval of the owner and engineer, in the presence of a representative of the owner or engineer and shall be performed prior to the commencement of paving construction operations.

The pipeline inspection shall consist of identifying a location both within the pipe segment (physical location) and within the digital recording (video frame location) for each defect or observation. The use of time codes for defect location shall NOT be deemed equivalent or acceptable. The digital recording and inspection data is to be cross-referenced for instant access to any point of interest within the digital recording. The inspection information shall include the digital recording of video and audio, segment identification information (starting manhole, date, time, etc.) including a pointer from each observation to the digital recording (video frame number), and any accompanying digital still images.

Any out-of-focus video recordings, or portions thereof, shall be cause for rejection of the video recording and will necessitate re-televising at the Contractor's expense. Televising shall be done one section at a time.

**Method of Measurement:** Sewer televising will be measured in feet as measured along the straight line from center of manhole to center of manhole.

**Basis of Payment:** This work shall be paid for at the Contract unit price per foot for **SEWER TELEVISION**, of the size listed in the bidding schedule, which price shall be payment in full for all work described 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\***

**ALLOWANCE FOR UNFORSEEN WORK**

**Description:** This work item is an allowance established by the owner to be able to address Unforeseen Work Items that may develop during the course of this work.

**Execution:** Communication among the Contractor and the Owner and the Engineer will determine if a specific work item is classified as Unforeseen Conditions. If so, the contractor will immediately submit a proposal letter to the Engineer and Owner for review and approval. The Engineer and Owner shall respond immediately back to the contractor regarding the direction that will be taken.

**Basis of Payment:** For bidding purposes, this item shall be estimated at a cash allowance amount of \$25,000.00 as indicated in the Proposal Section. Payment for this item will only be made at the direction of the Engineer and will be done on a time and material basis as described in Article 109.04 of the Standard Specifications for Road and Bridge Construction.

RETURN WITH BID

<b>PROPOSAL</b>	Owner: <b>VILLAGE OF WILLOWBROOK</b>
	Township: <b>DOWNERS GROVE</b>
	County: <b>DuPAGE</b>
	Project No. <b>23004B</b>

1. **PROPOSAL OF:** **National Power Rodding Corp.**

**2500 W Arthington St., Chicago, IL 60612**

(Name and Address of Bidder)

for the improvement designated in Paragraph 2 below and consists of cured in place pipe installation, service repair and service restoration and storm sewer cleaning & televising, at Borse Park, located at 208 Midway Drive, Willowbrook, Illinois.

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 PARK - STORM SEWER LINING**

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 **February 29, 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)

**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	Cured-In-Place-Pipe (CIPP), 18"	385 FOOT	\$90.00	\$34,650.00
2	Service Repair, Special	3 EACH	400.00	1,200.00
3	Service Restoration, Complete	4 EACH	125.00	500.00
4	Storm Sewer to be Cleaned, 6"	510 FOOT	0.50	255.00
5	Storm Sewer to be Cleaned, 8"	1,040 FOOT	0.50	520.00
6	Storm Sewer to be Cleaned, 12"	650 FOOT	0.50	325.00
7	Sewer Televising, 6"	510 FOOT	3.00	1,530.00
8	Sewer Televising, 8"	1,040 FOOT	3.00	3,120.00
9	Sewer Televising, 12"	650 FOOT	3.00	1,950.00
10	Allowance for Unforeseen Work	1 L SUM	\$ 25,000.00	\$ 25,000.00
<b>BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :</b>				<b>\$69,050.00</b>

**OWNER:** VILLAGE OF WILLOWBROOK  
**PROJECT:** BORSE PARK - STORM SEWER  
LINING  
**PROJECT NO.:** 23004B

### **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 **National Power Rodding Corp.**

Signed By \_\_\_\_\_  
**William T. Kreidler, President**

Business Address **2500 W Arthington St.**  
**Chicago, IL 60612**

Phone Number **312-666-7700**

Federal Tax ID # **36-2933140**

DUNS #: **025242470**

Insert Names of Officers:

President **William T. Kreider**

Vice President / Secretary **Reid W. Ruprecht**

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_

**Reid W. Ruprecht, Vice President/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 **National Power Rodding Corp.** 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 PARK - STORM SEWER LINING**

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:**

**National Power Rodding Corp.**  
(Corporate Name)

\_\_\_\_\_  
Reid W. Ruprecht Vice President/Secretary

**(S E A L)**

By: \_\_\_\_\_  
William T. Kreidler, President

## **CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, **National Power Rodding Corp.**, 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-Nine Thousand Fifty Dollars and 00/100 (\$69,050.00)** 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 PARK - STORM SEWER LINING**

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** National Power Rodding Corp.

\_\_\_\_\_  
Reid W. Ruprecht, Vice President/Secretary

**By** \_\_\_\_\_  
William T. Kreidler, President

**(S E A L)**

**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 **William T. Kreidler** and **Reid W. Ruprecht** to me personally known to be the President and Vice President/Secretary, respectively, of **National Power Rodding Corp.**, 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 Vice President/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 H. Hahn, Clerk

(MUNICIPAL SEAL)





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## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 9.**

**DATE: November 27, 2023**

**SUBJECT:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2023 PROPERTY TAX LEVY.

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees

**FROM:** Lora Flori, Chief Financial Officer

**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

The Truth-in-Taxation Act of the State of Illinois, 35 ILCS 200/18-60, requires the Village, not less than twenty (20) days prior to adoption of its aggregate levy, to determine the amounts of money estimated to be necessary to be raised by taxes for the year, exclusive of the cost of conducting an election required by the Election Code and debt service levies.

### **BACKGROUND/SUMMARY**

The Parks and Recreation Department budget includes a Special Recreation Tax Levy to fund certain eligible expenditures to ensure that the Village is compliant with the Americans with Disabilities Act (ADA). Beginning in FY2006, the Board levied Special Recreation Tax as an alternative to funding these expenditures from revenue sources of the General Fund. The following expenditures are funded by the Special Recreation Tax Levy:

1. Village of Willowbrook's current membership in the Gateway Special Recreation Association through August 2024 and its membership in the South East Association for Special Parks and Recreation (SEASPAR) beginning in September 2024.
2. Expenditures in assisting recreation participants requiring ADA accommodations, such as one-on-one aides.
3. Improvement to Village parks and playgrounds to provide better accessibility.

### **FINANCIAL IMPACT**

The proposed Special Recreation Tax Levy (see attachment to this Resolution) for 2023 is \$71,133, which is a 2.5% decrease from the prior year's requested tax levy. All property taxes collected are restricted to being used on special recreation activities.

To comply with the 20-day requirement noted above, Village staff will present the ordinance to adopt the Special Recreation Tax Levy at the December 18, 2023 Village Board meeting.

### **RECOMMENDED ACTION:**

Adopt the Resolution to estimate the property tax levy for 2023.

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING  
THE PROPERTY TAXES TO BE LEVIED FOR  
THE 2023 PROPERTY TAX LEVY**

**WHEREAS**, Section 18-60 of the Truth-in-Taxation Act of the State of Illinois, 35 ILCS 200/18-60, *et seq.*, requires the corporate authorities, not less than twenty (20) days prior to adoption of its aggregate levy, to determine the amounts of money estimated to be necessary to be raised by taxes from year to year, exclusive of cost of conducting an election as required by the Election Code and debt service levies.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the corporate authorities hereby declare that the 2023 net tax levy for the Village of Willowbrook, exclusive of the cost of conducting an election and debt service levies, has been estimated to be Seventy-One Thousand One Hundred Thirty-Three and no/100<sup>th</sup> Dollars (\$71,133.00).

PASSED and APPROVED this 27<sup>th</sup> day of November, 2023 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**2023 Special Recreation Tax Levy (To be Collected FY 2024-25)**

	<u>FY24-25</u> <u>Levy</u>	<u>Prior Levy</u>
Gateway SRA / SEASPAR Membership <sup>(1)</sup> (Acct 01-20-590-518)	<b>\$ 52,533</b>	<b>\$ 39,311</b>
ADA Accommodations (Acct 01-20-590-520)		
Projections based on previous years to provide assistance for 1:1 aides	<b>5,600</b>	–
ADA Park Maintenance (Acct 01-20-590-519)		
a. Contribution to ADA accessible modifications throughout Village facilities	–	<b>15,000</b>
b. Contribution to ADA park maintenance.	<b>3,000</b>	–
<b>Subtotal ADA Park Maintenance</b>	<b>3,000</b>	<b>15,000</b>
ADA Park Improvements (Acct 01-20-590-521)		
Contribution towards ADA accessible upgrades at Village parks	<b>10,000</b>	<b>100,000</b>
<b>TOTAL Expenditures</b>	<b>\$ 71,133</b>	<b>\$ 154,311</b>
<b>ESTIMATED RESERVES</b>	–	<b>81,325</b>
<b>Total SRA Tax Levy - 2023</b>	<b>\$ 71,133</b>	
<b>Total SRA Tax Levy - 2022</b>		<b>\$ 72,986</b>
<b>\$ Increase (Decrease)</b>	<b>\$ (1,853)</b>	
<b>% Increase (Decrease)</b>	<b>(2.5%)</b>	

<sup>(1)</sup> Effective September 2024, the Village will be switching its membership from Gateway Special Recreation Association to South East Association for Special Parks and Recreation (SEASPAR).