

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 8, 2021, AT 6:30 P.M. OR FOLLOWING THE COMMITTEE OF THE WHOLE MEETING AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 890-6190-5237

Written Public Comments Can Be Submitted By 6:15 P.M. on November 8, 2021, to shalloran@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OFFICIAL APPOINTMENTS TO RANK OF SERGEANT
 - a. OFFICIAL APPOINTMENT TO RANK OF SERGEANT - DARREN BIGGS
 - b. OFFICIAL APPOINTMENT TO RANK OF SERGEANT - JOHN HANDZIK
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. [Minutes - Special Board Meeting - October 25, 2021](#)
 (APPROVE)
 - c. [Minutes - Regular Board Meeting - October 25, 2021](#)
 (APPROVE)
 - d. [Warrants - \\$776,604.79](#)
 - e. [REPORT - Annual Police Pension Board Report & FY 2022/23 Police Pension Funding Request](#) (ACCEPT)
 - f. [ORDINANCE NO. - An Ordinance Of The Village Of Willowbrook Establishing Certain Licensee Fees For The 2022 Licensing Year](#) (PASS)

NEW BUSINESS

7. RESOLUTION NO. _____ - A Resolution Of The Village Of Willowbrook Approving And Authorizing The Execution Of An Agreement With Aclara Technologies, LLC To Provide Software Deliverables And Services To The Village Of Willowbrook (ADOPT)
8. RESOLUTION NO. _____ - A Resolution To Approve And Authorize The Execution Of A Professional Financial Services Agreement With Lauterbach & Amen, LLP For The Finance Department Of The Village Of Willowbrook (ADOPT)
9. RESOLUTION NO. _____ - A Resolution Of The Village Of Willowbrook Determining The Lowest Responsible Bidder And Awarding A Contract To Unique Plumbing Company, Inc. For Water Service Installation At 825 Midway Drive, Willowbrook, Illinois (ADOPT)
10. RESOLUTION NO. _____ - A Resolution Waiving Competitive Bidding and Approving a Purchase Order For The Purchase Of Certain Recreation Equipment From Cunningham Recreation For The Ridgemoor Park Playground Improvement Project At A Cost Not To Exceed \$63,575.81 (ADOPT)

PRIOR BUSINESS

11. TRUSTEE REPORTS
12. ATTORNEY'S REPORT
13. CLERK'S REPORT
14. ADMINISTRATOR'S REPORT
15. MAYOR'S REPORT
16. EXECUTIVE SESSION
The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees Authorized by 5 ILCS 120/2(c)(1)
17. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, OCTOBER 25, 2021, AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 5:30 P.M. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Village Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Paul Oggerino, Greg Ruffolo, Attorney Thomas Bastian, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Director of Municipal Services AJ Passero, and Deputy Clerk Christine Mardegan.

Absent: Director of Finance Carrie Dittman.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

No visitors present and no written comments were received.

NEW BUSINESS

4. DISCUSSION - Final Review of the CALEA Report

Police Chief Schaller explained that the site-based assessment for Law Enforcement Accreditation was conducted in August 2021 and we have now been provided with the final assessment. Chief Schaller presented four main issues.

Recruitment: Suggestions included seeking opportunities to enhance the existing Explorer Program, researching continuous testing to make it easier to maintain a valid candidate list and creating an online portal to gain more potential candidates. The study also suggested that the \$25.00 fee currently charged by the current recruitment firm, IO Solutions, be paid by the Village to encourage more applicants.

Succession Planning: Chief Schaller indicated that the assessor did not have any issue with the current approach. The Department is well aware of upcoming retirements and the loss of tenured employees. The Department is working on pairing upcoming officers with senior officers to take on their roles. The Chief also

indicated it is becoming more and more difficult, even with the current lateral process, to recruit new officers.

Use of Force: Where the assessor's report indicated exploring the use of reporting software for use of force incidents, Chief Schaller indicated that the Department has already done that and called on Deputy Chief Kaspar to explain further.

Deputy Chief Kaspar indicated that the frontline software program, Pro Standards Solution, was recently purchased and would allow the department to streamline the use of force program, and, additionally, create online reports accessible to officers and set up parameters to flag any issues. The software allows the department a better overview of the use of force instances by officers. It also handles external and internal complaints and categorizes them for a better overview of the situation and how to address deficiencies.

Chief Schaller expanded on the use of force issue, indicating that the assessors felt an expanded public information program regarding the use of force was also necessary. He feels this is something that can be incorporated into the existing COPS program.

Training and Career Development: The assessors also raised an issue with sergeants being used as FTOs (Field Training Officers). Chief Schaller clarified that due to retirements the Department has needed to use supervisory personnel as FTOs. As officers gain experience, that will reduce the use of sergeants as FTOs. The Department is working to rectify the situation.

One of the issues of great concern to the assessors, raised during the one-on-one sessions, was the rank structure within the Department, indicating that there is no intermediate rank between sergeant and deputy chief. The issue here is that if both the Chief and Deputy Chief are unavailable, there is no one to handle higher level issues. Currently, these types of issues fall to a sergeant but should be and intermediate rank, such as lieutenant or captain.

Any new ranks developed must take the collective bargaining agreement into consideration, in the past, in the 90s, the department has two commanders, like a deputy chief, to split the administrative and operational duties. Chief Schaller feels it would be better to have two Deputy Chiefs rather than create a new rank.

Chief Schaller concluded by indicating that the balance of the site-based assessment was fine and that the Department was well above compliance with the required standards; 87% of the standards are above what was necessary. The award ceremony will be in

November in Jacksonville and would be conducted over Zoom, including the assessors, the Village and the panel to receive the assessment award.

Trustee Davi asked if this would be the final "blessing" in the assessment to which the Chief replied "yes".

Chief Schaller followed up on Trustees' questions regarding the elimination in 2010 of the two commander positions. The Department is well aware that the optics of policing is changing. Being out ahead of a lot of things is important; not letting things slip through the cracks.

Trustee Davi asked the Mayor if this is something for the Board to discuss and whether there was time tonight to discuss this.

Chief Schaller indicated that this was not the time and would be more appropriate for a public safety committee discussion, for further exploration of the topic as there is a lot of implications that go along with it.

Trustee Davi asked who charges the \$25 application fee - the police or the Village?

Chief Schaller responded that the applicant pays the fee.

Trustee Oggerino continued, asking if it is a Village requirement or a police department requirement.

Mayor Trilla clarified that it is a pass-through fee that we are charged from IO Solutions. Instead of adding anything on to it, we just have them (the applicants) pay.

Trustee Oggerino suggested to have a motion to get rid of the fee and wondering who would make that decision.

Chief Schaller indicated that it would be the BOPC and that the discussion should take place at their meeting. He also indicated that some municipalities charge more for their applications.

Mayor Trilla wrapped up the discussion by indicating there may be some truth to the statement that if it's free it has no value, that we may get applicants just because there is not cost to apply and wondering just how many applicants are weeded out because of a \$25 fee. The Mayor indicated he didn't see a reason to waive the \$25 fee and that it best be left alone.

Trustee Davi asked if there was a conclusion to the report beyond the suggestions the Chief outlined.

Chief Schaller indicated that the assessment would be turned over to the governing body that does the accreditation in November.

Mayor Trilla thanked the Chief for his information. Trustee Mistele commended the Department for maintaining their level of professionalism over all these years and that the report simply reinforces that.

5. DISCUSSION - Speed Study on Eleanor Place

Mayor Trilla asked Chief Schaller to speak on the speed study.

The speed study is a 4-day snapshot, from 8 a.m. to 8 p.m. regarding the speed hump on Eleanor. For the "approach", our traffic dolly was set up just to the south of the speed hump, so the information is being taken prior to any vehicle hitting the speed hump. The results indicate that 36% of the vehicles approaching the speed hump were speeding between 5 and 10 miles over the limit.

Receding, away from the speed hump, 40% were speeding 5-10 miles per hour over the limit. In both approaching and receding, only 2% of the vehicles were travelling 11 or more miles per hour over the limit.

This is a huge improvement over what it was previously. The speed hump has slowed down 62% of the traffic on approach and 58% of the traffic as it is going away from the speed hump. In this short window, the speed hump is doing what it's supposed to do; slowing cars down.

Trustee Neal asked how many cars were monitored. Chief Schaller indicated that over this time period there were 4400 cars.

Trustee Davi thought that this is a lot of cars for a side street.

Mayor Trilla noted that the apartment complex in that area has 500-800 cars and if they go just once or twice a day that could account for the volume.

Chief Schaller also felt it was a lot of cars over that time frame, from 8 a.m. to 8 p.m. over four days.

Trustee Davi felt that 1000 cars per day on a residential street was a lot.

Chief Schaller clarified to determine what number may be considered "a lot", that additional studies are conducted in other areas of town, including Waterford and Rogers, to get a baseline. For

example, you're not going to see the same amount of cars on Tennessee that you see on Eleanor or Midway just based on the traffic that enters that area.

Trustee Neal provided information on research she had conducted regarding the area on Eleanor studied. She indicated that this block is very short with 11 houses on one side and 13 on the other, which would account for ownership of possibly up to 50 cars. With a count of 1000 cars per day, it is most likely that the bulk of these were coming from the development previously mentioned. Mayor Trilla added that the development has room for 860 vehicles.

Trustee Neal provided a photo of the intersection of the county road that exits from the development onto Eleanor. Based on the photo provided, edited with demarcation for the end of the side road, if the road ended there, homeowners on Eleanor would still have access to come down 79th Street, exit over and around. She did indicate the county had provided some assistance by posting the 25 mile per hour speed limit and that this street goes all the way around onto Cass Avenue in Darien.

She indicated that the majority of traffic is going into the development that is not part of our Village and our road (Eleanor) is taking all the damage. Trustee Neal would like to see the county make this road a dead end so that the traffic from the development would only have one way in or out, but not onto Eleanor. Alternatively, to make the intersection a four-way stop.

The speed humps are in place for a trial period and will be removed for the winter season. Based on Trustee Neal's discussions with the Eleanor homeowners, the speed humps appeared to be appreciated.

Chief Schaller agreed that stop signs would be a good idea. He felt that the true proof of the effectiveness of the speed humps would be after they are removed, and an additional traffic study is conducted about a month after the removal. Without the speed humps, driving habits go right back and it will be apparent after the follow up study and we see the difference, that the speed humps work.

Mayor Trilla recommended to put up a stop sign, at least on the Willowbrook side as the Village doesn't have the authority to add a stop sign in the other villages. He indicated he would leave it up to the Trustees and the Attorney to see what could be done with the Village's Home Rule authority.

Attorney Bastien indicated all that need be done is a traffic study on roads under your jurisdiction and put stop signs up if the study warrants it.

Mayor Trilla offered to reach out to the county to see if they can do a stop sign on their frontage.

6. DISCUSSION - Citizen Survey Results

Assistant Administrator Halloran advised that the staff completed the biannual Citizen Survey, giving credit to Jody Wegrzynski, the executive assistant, who helped with the mailings, the tabs; she did a lot of the work.

This year 600 surveys were sent out with a 13% response rate, 15% of those were returned electronically through the PDF file on the website. The typical response rate is 15-20%, and, although we didn't meet the benchmark, there is still information that can be gained.

Assistant Administrator Halloran noted that one area had been left out in error. The Village Hall reception desk received 95% excellent or good ratings for being able to work with residents and answer residents' phone calls and questions on the spot.

After presenting the highlights from the 73-page document, Assistant Administrator Halloran opened the floor to questions.

Mayor Trilla observed that for item number 7 for the "why" of responses "Don't know", given that 90% of the 15% who responded are over age 60, they are not the segment (of the population) frequenting the parks.

Trustee Mistele observed in the same vein, that almost 60% of our Village is condominiums or high-density development that have their own recreational facilities.

Trustee Neal commented on the permit and building codes deficiency, indicating that it is being addressed under Title 9 (of the Village Code) to help streamline that.

7. DISCUSSION - Community Resource Center Update

Administrator Pabst provided an update indicating that the team of Nick Batistich, Ed Kalin, Assistant Administrator Halloran, Trustee Mistele and himself have been meeting periodically to get preliminary design to bid specifications read, along with the changes that have been discussed at previous board meetings.

The Board was last briefed September 27, 2021 and our goal is to continuously brief the Board as the project moves forward.

Village staff, with the help of Ed Kalina and Nick Batistich, are prepared to release a bid for the remodeling of the CRC, including the change to the pylon as previously discussed, interior changes, and looking at different flooring due to numerous considerations.

Administrator Pabst, Assistant Administrator Halloran, Architect Nick Batistich, Owner's Rep Ed Kalina all contributed to the review of the sample drawings and features provided.

- o Flooring type choice in the multipurpose room still open to determine what is needed
- o Walls to be painted - color palette needs to be chosen
- o Windows will be replaced for more energy efficiency
- o In the Board room, a large, green Willowbrook "W" will be on the wall behind the podium and stone features will be added
- o TV monitors to be placed facing the Board's podium

The question was asked if it could be confirmed that the podium would be more of a "U" shape to enable Trustees to see each other more easily. Administrator Pabst indicated that the podium would be bent as much as possible based on the other items in the room.

Mayor Trilla wanted to identify several items to be considered:

- o The Mayor would like to see a return of the Willowbrook Chess Club and would like to see space in the CRC dedicated to this group. He would like to see some chess-specific decorative pieces, perhaps as a ceiling trim with multiple, alternating chess pieces.

(A discussion on the history of the Chess Club in Willowbrook ensued)

- o Regarding flooring, he recommends a high-use, luxury vinyl tiling product for durability in the multipurpose room.
- o For the windows, the Mayor would like to see a dark tinted window with a black frame. He feels it would look awesome with the beige we have all over. He would also like to update all the windows in the buildings on the Municipal Campus. Many of the existing windows have broken seals and need to be replaced particularly in the Village Hall. This is something that could be budgeted as a major improvement. The windows would be replaced using the same openings.

The Mayor felt that in addition to the CRC remodel that the Village Hall windows would need replacement and that it's important to keep consistency with all three buildings on the Municipal Campus. Trustee Mistele added that one of the considerations for the windows is current energy efficiency codes versus when the buildings were first built. The Mayor felt tinted windows would be much more energy efficient.

Trustee Neal questioned whether there are any security issues by using tinted windows. She is aware of many communities that have ordinances regarding the transparency of windows on businesses.

Administrator Pabst was asked about Willowbrook's ordinances and indicated there is a restriction regarding the amount of window space on a business that can be covered to allow police authorities to see inside a business when they drive by. It refers to the amount of advertising placed in a window, not window tinting.

Trustee Neal feels it can be a safety or security issue because of the way the world's changed and it's becoming more commonplace to see ordinances regarding window transparency.

Architect Batistich/Representative Kalina indicated that the plans are almost done, the specifications are close, and the contract bidding documents are in the beginning phases. The bid should go out in November with a target of having the bids returned by the first of the new year.

8. DISCUSSION - Adult Use Cannabis and the Existing Zoning Code

Administrator Pabst raised the zoning issue regarding adult-use cannabis to bring it before the Board to see if they would like to open up the zoning to other areas in the Village. Currently zoning is limited to our industrial park, the OR, LOR and M1 zoning districts.

The question now is whether we want to open up the zoning to other areas, on a case-by-case basis, keeping the requests to a special use basis only.

Do we want to keep in in industrial only or do we want to open it up to other locations, e.g., commercial corridors?

Mayor Trilla would like to see it anywhere other than close to schools or daycare and wondered if the state had any setback restrictions from schools. Administrator Pabst indicated the state did not, but the Village does internally within the industrial districts.

Mayor Trilla would like to suggest opening up the zoning to other areas. He also indicated he would not like to see "grow houses" in any area.

Trustee Oggerino indicated "Yes, open it up to wherever we need to put it."

Trustee Davi indicated "Sounds good to me."

Trustee Berglund indicated "It doesn't sound good to me. Keep it the way it is."

Trustee Neal indicated "I'm fine with it avoiding any type of school or church."

Trustee Mistele "I'm all for the retail use."

Trustee Ruffolo "I agree with restricted use and proper placement away from schools."

The Mayor advised Administrator Pabst he had a consensus. The Administrator indicated they would proceed with additional locations.

9. ADJOURNMENT

MOTION: Made by Trustee Oggerino and seconded by Trustee Neal to adjourn the Special Meeting at the hour of 6:25 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2021.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 25, 2021, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Village Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Paul Oggerino, Greg Ruffolo, Attorney Thomas Bastian, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan and Director of Municipal Services Foreman AJ Passero.

Present via conference call, due to the COVID-19 pandemic, were, Building Official Roy Giuntoli.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Foreman Passero to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented and no written comments were received.

OMNIBUS VOTE AGENDA

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

5. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - October 11, 2021 (APPROVE)
- c. Warrants - \$139,995.26
- d. RESOLUTION NO. 21-R-67 - A Resolution Accepting, Approving And Ratifying The Proposal Of Design Concepts, Inc. To Produce Park Design Concepts,

Preparation Of Construction Documents, And
Related Services, For Improvements At Ridgemoor
Park, At A Cost Not To Exceed \$24,900.00 (ADOPT)

- e. ORDINANCE NO. 21-O-48- An Ordinance Of The Village
Of Willowbrook Reducing Certain Licensee Fees For
The 2022 Licensing Year (PASS)
- f. RESOLUTION NO. 21-R-68- A Resolution Authorizing
The Board Of Police Commissioners (BOPC) Of The
Village Of Willowbrook To Effect The Original
Appointment Of Two (2) Candidates To Fill
Vacancies In The Rank Of Sergeant Within The
Village Police Department (ADOPT)

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

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to
approve the Omnibus Vote Agenda.

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 21-R-69 - A Resolution Of The Village Of
Willowbrook Estimating The Property Taxes To Be Levied For The
2021 Property Tax Levy (ADOPT)

Assistant Administrator Halloran reviewed the purpose of the
Property Tax Levy:

- 1) Willowbrook's membership in the Gateway Special Recreation
Association and direct staff costs;
- 2) Expenditures in assisting recreation participants requiring
ADA accommodations, such as one-on-one aides; and
- 3) Improvement to Village parks and playgrounds in providing
better accessibility

Staff projects that as of April 30, 2021, the Village will have
\$50,000 in accumulated special recreation tax funds to offset the
FY 2022-23 costs.

All ADA park improvement costs are not yet known. However, staff estimates that the park improvements will be at least \$70,000, which has been included in the levy: \$70,000 for ADA park improvements, plus \$57,441 of other related costs, less estimated reserves of \$50,000 for a total cost of \$77,441.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adopt Resolution No. 21-R-69 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 21-R-70 - A Resolution Approving And Authorizing The Village Mayor To Execute An Agreement With Parvin-Clauss Sign Company, Inc. To Construct And Install Village Gateway Signage (ADOPT)

Assistant Administrator Halloran stated, since the August 9, 2021 Board of Trustees meeting, staff has met with governmental agencies regarding the locations of the signage approved by the Board. While approval has not been given from the Illinois Department of Transportation, staff is confident that the new locations for Route 83 will be approved by IDOT and result in an Intergovernmental Agreement with the Regency Center.

There were issues with the original locations of the monument gateway signs on Route 83 due to infrastructure below the roadway, particularly pipelines. The signage must be 15-20 feet from any existing infrastructure.

If the Board approves, staff will begin seeking specific permits from IDOT (Illinois Department of Transportation) and DuPage County for installation in February or March of 2022.

The first location change is on northbound Route 83. The placement will be in the IDOT right-of-way at Kingery and Midway, but closer to the Denny's than originally planned.

For the signage on southbound Route 83, the monument signage will be placed at the Regency Center, not in the IDOT right-of-way. Staff has been in contact with the Regency Center who appears optimistic about the placement.

Assistant Administrator Halloran gave credit to Foreman Passero and his team for their work in researching and locating new locations.

More specific detail was given on the location at the Regency Center, that the monument sign would be placed in front of the existing pond. There was also a question on whether the signs were to include the "Village of" in addition to the Willowbrook name. Assistant Administrator Halloran recapped the previous meetings agreements to keep the "Village of", ensuring a capital "V" was used.

All nine locations for the Village gateway signage were reviewed and indicated that other than the 2 gateway monument signs on Route 83, all the other locations had no utilities' issues, and all were in the same location as previously agreed upon.

Mayor Trilla congratulated the Assistant Administrator and Administrator Pabst for their work on this project. This was a project that is finally getting done after ten years of effort.

MOTION: Made by Trustee Neal and seconded by Trustee Berglund to adopt Resolution No. 21-R-70 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

9. ATTORNEY'S REPORT

Attorney Bastian had no report.

10. CLERK'S REPORT

Clerk Hahn had no report.

11. ADMINISTRATOR'S REPORT

Administrator Pabst reported that Novotny Engineering had suggested checking with Chicago Metropolitan Agency for Planning (CMAP) for a grant that can be used for engineering services.

The information was passed on to the Assistant Administrator who followed up and completed the application. Earlier this afternoon, the Village was notified of a \$50,000 grant.

The Mayor offered his congratulations on a great job.

12. MAYOR'S REPORT

Mayor Trilla had no report.

13. EXECUTIVE SESSION

The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees Authorized by 5 ILCS 120/2(c)(1)

14. ADJOURNMENT

MOTION: Made by Trustee Neal and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 6:45 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2021.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

November 8, 2021

GENERAL CORPORATE FUND	-----	\$244,134.52
WATER FUND	-----	\$200,697.18
WATER CAPITAL IMPORVEMENTS FUND	-----	\$4,423.00
LAND ACQUISITION FUND	-----	\$4,570.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	<u>\$381.70</u>
 SUBTOTAL WARRANTS	-----	 \$454,206.40
 MOTOR FUEL TAX FUND (M&J ASPHALT PAVING CO.)		 <u>\$322,398.39</u>
 TOTAL WARRANTS	-----	 <u><u>\$776,604.79</u></u>

Nathan Gaskill, Interim Director of Finance

APPROVED:
Frank A. Trilla, Mayor

11/05/2021 12:21 PM
User: DSCHMIDT
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 10/27/2021 - 11/09/2021

Page 1/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/01/2021	APCHK	97786	ILLINOIS STATE TREASURER	ESCHEATS/UNCLAIMED PROP PAYABLE	210-102	00	426.83
11/08/2021	APCHK	224 (E) *#	INTERGOVERNMENTAL PERSONNEL	EMP DED PAY- INSURANCE	210-204	00	15,490.63
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	76.80
				LIFE INSURANCE - COMMISSIONERS	435-148	07	17.40
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	194.08
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	3,079.10
				HEALTH/DENTAL/LIFE INSURANCE	510-141	15	600.67
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	75.60
				HEALTH/DENTAL/LIFE INSURANCE	610-141	25	2,988.47
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	30,224.52
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,383.18
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	1,831.05
				CHECK APCHK 224 (E) TOTAL FOR FUND 01:			57,961.50
11/08/2021	APCHK	97787	ACCOUNTTEMPS	CONSULTING FEES - CLERICAL	471-253	10	832.50
				CONSULTING FEES - CLERICAL	471-253	10	667.50
				CONSULTING FEES - CLERICAL	471-253	10	840.00
				CHECK APCHK 97787 TOTAL FOR FUND 01:			2,340.00
11/08/2021	APCHK	97788	ALAN F. FRIEDMAN, PHD	EXAMS - PSYCHOLOGICAL	440-544	07	8,965.25
11/08/2021	APCHK	97789	APPRIZE PROMOTIONAL PRODUCTS	PRINTING & PUBLISHING	710-302	35	264.00
11/08/2021	APCHK	97790	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	399.98
11/08/2021	APCHK	97791	ARC INSULATION	CONTINGENCIES	490-799	10	4,990.50
11/08/2021	APCHK	97792	ASPEN AUTO BODY INC.	MAINTENANCE - VEHICLES	630-409	30	1,028.91
				MAINTENANCE - VEHICLES	630-409	30	400.00
				CHECK APCHK 97792 TOTAL FOR FUND 01:			1,428.91
11/08/2021	APCHK	97794	BARNWOOD SPORTS DESIGN	EMPLOYEE RECOGNITION	630-309	30	300.00
11/08/2021	APCHK	97795	BILL'S DRYWALL, INC.	MAINTENANCE - BUILDING	466-228	10	1,350.00
11/08/2021	APCHK	97796*#	BS & A SOFTWARE	EDP LICENSES	615-263	25	12,343.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 10/27/2021 - 11/09/2021

Page 2/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/08/2021	APCHK	97797	CHOICE OFFICE EQUIP & SUPPLIES INC	COPY SERVICE	455-315	10	672.84
11/08/2021	APCHK	97798	CINTAS CORPORATION NO 2	MAINTENANCE - GARAGE	725-413	35	42.33
11/08/2021	APCHK	97799	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	1,120.32
11/08/2021	APCHK	97800	CIVIC PLUS	INTERNET/WEBSITE HOSTING	460-225	10	7,536.02
11/08/2021	APCHK	97801*#	COMED	ENERGY/COMED (835 MIDWAY)	466-240	10	646.48
				ENERGY - STREET LIGHTS	745-207	35	1,453.69
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	25.00
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	218.29
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	135.59
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	173.41
				CHECK APCHK 97801 TOTAL FOR FUND 01:			2,652.46
11/08/2021	APCHK	97802	COMPASS ARENA	EMPLOYEE RECOGNITION	630-309	30	400.00
11/08/2021	APCHK	97803	DARREN BIGGS	UNIFORMS	630-345	30	160.00
11/08/2021	APCHK	97804	ELMER KIDD	RED LIGHT FINES	310-503	00	100.00
11/08/2021	APCHK	97807	EVT TECH	MAINTENANCE - VEHICLES	630-409	30	289.80
11/08/2021	APCHK	97808#	FALCO'S LANDSCAPING INC	MAINTENANCE - BUILDING	466-228	10	3,700.00
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	3,700.00
				STREET & ROW MAINTENANCE	750-328	35	6,240.00
				STREET & ROW MAINTENANCE	750-328	35	9,620.00
				STREET & ROW MAINTENANCE	750-328	35	4,940.00
				STREET & ROW MAINTENANCE	750-328	35	2,200.00
				TREE MAINTENANCE	750-338	35	4,800.00
				TREE MAINTENANCE	750-338	35	4,950.00
				TREE MAINTENANCE	750-338	35	4,300.00
				TREE MAINTENANCE	750-338	35	3,600.00
				TREE MAINTENANCE	750-338	35	9,450.00
				TREE MAINTENANCE	750-338	35	3,200.00
				TREE MAINTENANCE	750-338	35	3,600.00
				CHECK APCHK 97808 TOTAL FOR FUND 01:			64,300.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 10/27/2021 - 11/09/2021

Page 3/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/08/2021	APCHK	97809	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	630-311	30	10.10
11/08/2021	APCHK	97810	FOX TOWN PLUMBING INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	2,653.07
11/08/2021	APCHK	97811	GREAT LAKES CONCRETE, LLC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	353.18
11/08/2021	APCHK	97812	GRIT PIPE SOLUTIONS LLC	JET CLEANING CULVERT	750-286	35	3,120.00
				JET CLEANING CULVERT	750-286	35	4,400.00
				JET CLEANING CULVERT	750-286	35	4,400.00
				CHECK APCHK 97812 TOTAL FOR FUND 01:			11,920.00
11/08/2021	APCHK	97813*#	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,418.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	850.00
				CHECK APCHK 97813 TOTAL FOR FUND 01:			4,268.00
11/08/2021	APCHK	97814	HINSDALE NURSERIES, INC.	TREE MAINTENANCE	750-338	35	2,663.00
11/08/2021	APCHK	97815	HOUSEAL LAVIGNE ASSOCIATES LLC	CONSULTING	455-306	10	4,524.11
11/08/2021	APCHK	97816	ILLINOIS TOLLWAY	FUEL/MILEAGE/WASH	710-303	35	18.55
11/08/2021	APCHK	97817	J.P. COOKE CO.	OFFICE SUPPLIES	630-301	30	170.09
11/08/2021	APCHK	97818	JOHN J. HANDZIK	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	144.00
11/08/2021	APCHK	97819	JSN CONTRACTORS SUPPLY	OPERATING SUPPLIES & EQUIPMENT	710-401	35	572.00
11/08/2021	APCHK	97820	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING	455-306	10	9,100.00
11/08/2021	APCHK	97821	KIESLER'S POLICE SUPPLY INC	AMMUNITION	630-346	30	429.00
				AMMUNITION	630-346	30	1,140.00
				CHECK APCHK 97821 TOTAL FOR FUND 01:			1,569.00
11/08/2021	APCHK	97822	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
11/08/2021	APCHK	97823*#	LAW OFFICES STORINO RAMELLO&DURKIN	FEES - VILLAGE ATTORNEY	470-239	10	10,351.40
				FEES - SPECIAL ATTORNEY	470-241	10	3,345.00
				CRISIS MANAGEMENT	475-367	10	1,273.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 10/27/2021 - 11/09/2021

Page 4/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				CHECK APCHK 97823 TOTAL FOR FUND 01:			14,969.40
11/08/2021	APCHK	97826	N/NWMC ASSOCIATION	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	30.00
11/08/2021	APCHK	97827#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	76.54
				NICOR GAS (7760 QUINCY)	630-235	30	169.45
				NICOR GAS	725-415	35	63.59
				CHECK APCHK 97827 TOTAL FOR FUND 01:			309.58
11/08/2021	APCHK	97828	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	600.00
11/08/2021	APCHK	97829*	OLSEN, JOHN L.	UTILITY TAX (5%)	130-209	00	23.37
11/08/2021	APCHK	97830	ORBIS SOLUTIONS	IT - CONSULTING SERVICES	615-306	25	60.00
11/08/2021	APCHK	97831	ORIENTAL TRADING	COMMODITIES	670-331	30	337.01
11/08/2021	APCHK	97832*#	PURE PRAIRIE ORGANICS	LANDSCAPE - VILLAGE HALL	466-293	10	16.45
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	2,151.21
				ROUTE 83 BEAUTIFICATION	755-281	35	1,463.06
				CHECK APCHK 97832 TOTAL FOR FUND 01:			3,630.72
11/08/2021	APCHK	97833	RAGS ELECTRIC, INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	266.00
11/08/2021	APCHK	97834	RAY O'HERRON CO., INC.	FIRING RANGE	630-245	30	329.90
11/08/2021	APCHK	97835	REDGRAVE, LLP	CRISIS MANAGEMENT	475-367	10	3,060.00
11/08/2021	APCHK	97836#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
				PHONE - TELEPHONES	630-201	30	65.76
				CHECK APCHK 97836 TOTAL FOR FUND 01:			131.52
11/08/2021	APCHK	97837	SECRETARY OF STATE	MAINTENANCE - VEHICLES	630-409	30	473.00
11/08/2021	APCHK	97839	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION-REIMB	830-117	40	100.00
11/08/2021	APCHK	97840	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	203.80
11/08/2021	APCHK	97843	VAN'S ENTERPRISES LTD	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	755.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 10/27/2021 - 11/09/2021

Page 5/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	755.00
				CHECK APCHK 97843 TOTAL FOR FUND 01:			<u>1,510.00</u>
11/08/2021	APCHK	97845	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	15.35
11/08/2021	APCHK	97846	WESTERN FIRST AID & SAFETY	OPERATING EQUIPMENT	630-401	30	165.06
11/08/2021	APCHK	97847	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	1,106.59
11/08/2021	APCHK	97848	WILD GOOSE CHASE INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	960.00
11/08/2021	APCHK	97849	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	588.38
				MAINTENANCE - VEHICLES	630-409	30	100.00
				CHECK APCHK 97849 TOTAL FOR FUND 01:			<u>688.38</u>
11/08/2021	APCHK	97850	WILLOWBROOK ICE ARENA	ADVERTISING	435-317	53	2,500.00
				ADVERTISING	435-317	53	2,500.00
				ADVERTISING	435-317	53	1,500.00
				ADVERTISING	435-317	53	1,500.00
				ADVERTISING	435-317	53	750.00
				CHECK APCHK 97850 TOTAL FOR FUND 01:			<u>8,750.00</u>
11/08/2021	APCHK	97851#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	27.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	54.00
				CHECK APCHK 97851 TOTAL FOR FUND 01:			<u>81.00</u>
				Total for fund 01 GENERAL FUND			244,134.52

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 10/27/2021 - 11/09/2021

Page 6/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
11/08/2021	APCHK	223 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	156,371.11
11/08/2021	APCHK	224 (E) *#	INTERGOVERNMENTAL PERSONNEL	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	3,450.22
11/08/2021	APCHK	97793	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	638.50
				LEAK SURVEYS	430-276	50	638.50
				LEAK SURVEYS	430-276	50	742.00
				CHECK APCHK 97793 TOTAL FOR FUND 02:			2,019.00
11/08/2021	APCHK	97796*#	BS & A SOFTWARE	EDP LICENSES	417-263	50	1,090.00
11/08/2021	APCHK	97801*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	356.73
11/08/2021	APCHK	97806	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	100.00
11/08/2021	APCHK	97813*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	3,675.00
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	5,400.00
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	2,940.00
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	3,400.00
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	3,690.00
				DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	3,600.00
				DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	4,600.00
				CHECK APCHK 97813 TOTAL FOR FUND 02:			27,305.00
11/08/2021	APCHK	97825	MIDWEST CHLORINATING, INC.	DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	5,250.00
11/08/2021	APCHK	97829*	OLSEN, JOHN L.	WATER	130-101	00	467.40
11/08/2021	APCHK	97832*#	PURE PRAIRIE ORGANICS	LANDSCAPING - OTHER	430-299	50	184.08
11/08/2021	APCHK	97838	SMITH ECOLOGICAL SYSTEMS COMPANY	REPAIRS & MAINTENANCE-	425-485	50	537.50
11/08/2021	APCHK	97841	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,835.00
11/08/2021	APCHK	97842	USABBLUEBOOK	LEAK SURVEYS	430-276	50	1,656.08

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK

CHECK DATE FROM 10/27/2021 - 11/09/2021

Page 7/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
11/08/2021	APCHK	97844	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	75.06
Total for fund 02 WATER FUND							200,697.18

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 10/27/2021 - 11/09/2021

Page 8/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 09 WATER CAPITAL IMPROVEMENTS FUND							
11/08/2021	APCHK	97824	MID AMERICAN WATER	WATER SYSTEM IMPROVEMENTS	440-600	65	505.00
				WATER SYSTEM IMPROVEMENTS	440-600	65	3,918.00
				CHECK APCHK 97824 TOTAL FOR FUND 09:			4,423.00
				Total for fund 09 WATER CAPITAL IMPROVEMENTS FUND			4,423.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &							
11/08/2021	APCHK	97805	ENGINEERING SOLUTIONS TEAM	ENGINEERING	920-245	75	4,570.00
				Total for fund 14 LAND ACQUISITION, FACILITY,			4,570.00

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK

CHECK DATE FROM 10/27/2021 - 11/09/2021

Page 10/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
11/08/2021	APCHK	97823*#	LAW OFFICES	STORINO RAMELLO&DURKIN LEGAL FEES	401-242	15	381.70
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS		381.70
TOTAL - ALL FUNDS							454,206.40

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

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 04 MOTOR FUEL TAX FUND							
10/12/2021	APCHK	97740	M & J ASPHALT PAVING COMPANY INC	STREET MAINTENANCE CONTRACT	430-684	56	322,398.39
				Total for fund 04 MOTOR FUEL TAX FUND			322,398.39
TOTAL - ALL FUNDS							322,398.39

BOARD MEETING**AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

Annual Police Pension Board Report & FY 2022/23 Police Pension Funding Request

AGENDA NO. 6.e.**AGENDA DATE:**
11/8/2021**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator**SIGNATURE** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:** **REVIEWED BY COMMITTEE:**YES ☐NO ☐N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Annually, by state statute 40 ILCS 5/3-143, the Police Pension Board must report to the municipality the financial condition of the pension fund at the end of its most recent fiscal year (4/30/2021). The report is used when determining the amount of taxes to levy to fund police pension benefits, although the Village has historically not levied a property tax and instead funded the police pension expenditures through General Fund sources.

At the October 13, 2021 police pension board meeting, the attached report was presented and accepted by the pension board. The report contains excerpts from the police pension fund financial statements and actuarial valuation, which were also presented and accepted at the meeting.

The report notes the statutory minimum contribution for the 2022-2023 fiscal year of \$744,761 calculated in accordance with the Projected Unit Credit actuarial cost method. The actuary's recommendation is **\$1,208,511** in municipal contributions in accordance with the Entry Age Normal actuarial cost method, the accepted method under accounting standards, and what the Village has historically followed for funding purposes. The contribution amount funds both benefit payments for the 19 current beneficiaries plus future benefits for the 25 active officers who were employed as of the valuation date of April 30, 2021. Future increases to either beneficiaries or active officers will increase the required pension contribution.

The actual investment return for the fiscal year ended April 30, 2021 was 27.94% and the Police Pension plan is 73.8% funded.

The current contribution for FY 2020/2021 is \$1,190,994

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The police pension board approved the report at the October 13, 2021 pension board meeting and formally requests **\$1,208,511** as the annual municipal contribution from the Village of Willowbrook for the FY 2022/2023 police pension fund benefits and administrative costs.

The Village board will determine during the budget process what amount to contribute into the police pension fund for FY 2022/2023.

ACTION PROPOSED: ACCEPT THE REPORT

**VILLAGE OF WILLOWBROOK, ILLINOIS
POLICE PENSION FUND**

**Municipal Compliance Report (40 ILCS §5/3-143, Report by Pension Board)
For the Year Ended April 30, 2021**

The Pension Board certifies to the Board of Trustees of the Village on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

1. The total assets of the fund in its custody at the end of the fiscal year and the current market value of those assets:

Actuarial Value of Assets	<u>\$25,861,019</u>
Total Net Assets (at Market Value)	<u>\$28,863,755</u>

2. The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$234,907</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>N/A</u>
Municipal Contributions	<u>\$1,208,511</u>

3. The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>N/A</u>
(b) Annual Requirement of the Fund as Determined by: Illinois Department of Insurance Report	<u>N/A</u>
Private Actuary - Report Dated July 22, 2021 (Entry Age Normal - Level Percent)	<u>\$1,208,511</u>
Private Actuary - Report Dated July 22, 2021 (PA096-1495)	<u>\$744,761</u>

**VILLAGE OF WILLOWBROOK, ILLINOIS
POLICE PENSION FUND**

**Municipal Compliance Report (40 ILCS §5/3-143, Report by Pension Board)
For the Year Ended April 30, 2021**

4. The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year	Preceding Fiscal Year
Net Income Received from Investment of Assets	\$6,335,162	\$445,283
Assumed Investment Return Illinois Department of Insurance	N/A	6.50%
Private Actuary - Report Dated July 22, 2021	7.25%	7.25%
Actual Investment Return	27.94%	1.98%

5. The total number of active employees who are financially contributing to the fund:

Number of Active Members	25
--------------------------	----

6. The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	Number of	Total Amount Disbursed*
(i) Regular Retirement Pension	15	\$1,366,689
(ii) Disability Pension	3	\$145,152
(iii) Survivors and Child Benefits	1	\$85,553

* The total amount disbursed during the year was \$1,566,394.

**VILLAGE OF WILLOWBROOK, ILLINOIS
POLICE PENSION FUND**

**Municipal Compliance Report (40 ILCS §5/3-143, Report by Pension Board)
For the Year Ended April 30, 2021**

7. The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Department of Insurance	N/A	66.2%
Private Actuary - Report Dated July 22, 2021	73.8%	71.4%

8. The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:	
Illinois Department of Insurance	N/A
Private Actuary - Report Dated July 22, 2021	\$9,179,650

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

9. The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached

**VILLAGE OF WILLOWBROOK, ILLINOIS
POLICE PENSION FUND**

**Municipal Compliance Report (40 ILCS §5/3-143, Report by Pension Board)
For the Year Ended April 30, 2021**

CERTIFICATION OF MUNICIPAL POLICE
PENSION FUND COMPLIANCE REPORT

We, the undersigned Trustees of the Village of Willowbrook Police Pension Fund, based upon information and belief, and to the best of our knowledge, certify pursuant to §5/3-134 of the Illinois Pension Code, that the preceding report is true and accurate.

_____ President

_____ Secretary


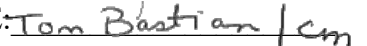
Dated: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK
ESTABLISHING CERTAIN LICENSEE FEES FOR THE 2022
LICENSING YEAR

AGENDA NO. 6.f.**AGENDA DATE:** 11/8/21**STAFF REVIEW:** Sean Halloran, Assistant Village AdministratorSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒**STAFF RECOMMENDATION**

At the October 6, 2020, Village Board meeting, Mayor Trilla asked staff to investigate options for a Covid-19 Pandemic Gaming Terminal Fee and Liquor License Reduction Program. The consensus from the Board was to recommend a one-year 75% discount program for gaming terminal fees and liquor license fees, excluding retail and grocery licenses. The program would then be revisited in one year to determine if additional consideration is warranted.

As the one-year term expires, staff asked the Board of Trustees at the October 11, 2021 Board of Trustees meeting for direction regarding fee gaming terminal and liquor license fees, excluding retail and grocery licenses. There was a consensus from the Board to increase gaming terminal and liquor license fees gradually over the next three years to meet the 2020 fee, which is before the reduction. In conclusion, staff is recommending the Board approve a 25% increase to gaming terminal and liquor license fees for 2022.

UPDATE:

At the October 25, 2021 Board of Trustees meeting the Board unanimously approved the 25% increase to gaming and liquor license fees for 2022. After the approval, staff found a scrivener's error.

ACTION PROPOSED:

Pass the Ordinance

ORDINANCE NO. 21-O-__

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK ESTABLISHING
CERTAIN LICENSEE FEES FOR THE 2022 LICENSING YEAR**

WHEREAS, the COVID-19 Pandemic has resulted in substantial losses of revenue for certain licensed businesses operating within the Village of Willowbrook; and

WHEREAS, as a result of the pandemic, certain businesses, such as dine-in restaurants and on-premise consumption liquor licensees, were restricted by Department of Health and other regulations as to the number of patrons that can be seated inside of those licensed establishments during the year 2020 and into 2021; and

WHEREAS, given the reduced number of reported Coronavirus cases and reduction in positivity rates, certain dine-in restaurants, dine-in food service establishments and on-premise consumption liquor licensed establishments have, pursuant to guidelines, been allowed to increase on-premise patron capacity; and

WHEREAS, in an attempt to ease the continued financial burdens facing such establishments, the corporate authorities of the Village have determined that it would be in the best interest of those affected entities to assess the 2022 license fees for certain affected businesses at a rate of fifty percent (50%) of pre-pandemic license fees.

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

SECTION ONE. The 2022 license fees for the following license classifications shall be as follows:

Class	Liquor License	Year 2022 License Fee
B	Entertainment, dancing and consumption	\$1,250
B-1	Retail - no consumption - restaurant	\$250
B-2	Retail - consumption on and off premises - coffee/sandwich shop	\$750
B-3	Retail - on premise consumption - restaurant and separate service	\$1,350
C	One day license	\$125
D	Hotel, motel type of class	\$1,750
F	Recreational facility - consumption	\$1,250
G	Private recreational facility - consumption	\$125
H	Catering	\$125
I	Indoor/Outdoor commercial recreational	\$1,250
J	Homeowners' association	\$125
L	Retail consumption on and off premises of a brewpub or Class I brewer	\$1,250
M	Retail - no consumption - gas stations	\$1,250
N	Retail - on premises consultation - hair and nail salon	\$750
O	Video Gaming Cafes	\$2,500
P	Restaurants with video gaming machines	\$2,500
	Video Gaming Fee	Year 2022 License Fee
	Video gaming license fee, per machine	\$250, per machine

The foregoing reduced license fees set forth in Section One of this Ordinance shall be in effect for the 2022 license year.

SECTION TWO. Any ordinance, or portion of any ordinance, in conflict with the provisions of this ordinance, is hereby repealed solely to the extent of said conflict.

SECTION THREE. This Ordinance shall be in full force and effect from and after its passage and approval and publication in the manner provided by law.

PASSED and **APPROVED** this 8th day of November, 2021 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:


Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ACLARA TECHNOLOGIES, LLC TO PROVIDE SOFTWARE DELIVERABLES AND SERVICES TO THE VILLAGE OF WILLOWBROOK

AGENDA NO. 7.**AGENDA DATE: 11/8/2021****STAFF REVIEW:** Andrew Passero, Public Works ForemanSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:** YES ☒ NO ☐ N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)****BACKGROUND**

The Village of Willowbrook utilizes an Aclara NCC software and hardware system for our water meter readings. This system integrates with our BS&A financial software for our monthly water billing. The Village was advised by Aclara representatives that their firm will begin phasing out support for the NCC software system in 2021. On Thursday, May 13, 2021 and throughout the summer of 2021, the Village participated in several conference calls with Aclara representatives to review the proposed upgraded software system Aclara One. This new system is an evolution of their phasing out the NCC platform.

Some of the new user benefits are as follows:

- Easier navigation with a user focus
- Faster generation / manipulation of online reports
- Searchable reports
- Configurable dashboards and callout cards

The proposed Aclara program update is summarized as follows:

- DCU T-Board Upgrade package at \$14,700
- Aclara One Hosted Software at \$21,000
- Aclara One hosted Software annual fee \$12,894
- Aclara wireless network annual DCU fee \$1,242
- Total cost not to exceed \$49,836 with a yearly fee of \$14,136

STAFF RECOMMENDATION

Staff has budgeted \$49,836 for FY21/22 budget. Upgrading this dated software is a needed improvement for collecting water meter reads and billing purposes.

A copy of the price proposal and data sheets are attached for your review.

ACTION PROPOSED: Adopt the resolution

RESOLUTION NO. 21-R-____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ACLARA
TECHNOLOGIES, LLC TO PROVIDE SOFTWARE DELIVERABLES AND
SERVICES TO THE VILLAGE OF WILLOWBROOK**

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) have determined it is necessary and in the best interest of the Village to retain the services of Aclara Technologies, LLC to provide software deliverables and services to the Village; and

WHEREAS, the Village has received an acceptable proposal from Aclara Technologies, LLC and finds that it is in the best interest of the Village to approve and accept the proposal of Aclara Technologies, LLC to provide professional software deliverable services to the Village upon the terms and conditions set forth in the Agreement attached hereto as Exhibit “A” and made a part hereof.

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

SECTION 1: The proposal submitted by Aclara Technologies, LLC to provide professional software deliverables and services to the Village is hereby accepted and approved. A copy of such proposal is attached hereto as Exhibit “A” and made a part hereof.

SECTION 2: The Village Mayor be and is hereby authorized and directed to execute said Agreement on behalf of the Village, and the Village Clerk is directed to attest to said signature of the Mayor in substantial conformity with the Agreement attached hereto.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 8th day of November, 2021 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**ACLARA TECHNOLOGIES, LLC AGREEMENT FOR
SOFTWARE DELIVERABLES AND SERVICES**

AGREEMENT FOR SOFTWARE DELIVERABLES AND SERVICES

This Agreement for Software Deliverables and Services ("Agreement") is made this _____ day of _____, 2021, ("Effective Date") by and between Aclara Technologies LLC, a **limited liability company** of the State of Ohio with offices at 77 Westport Plaza, Suite 500, St. Louis, Missouri 63146 ("Provider"), and Village of Willowbrook an Illinois corporation, with offices located at 835 Midway Drive, Willowbrook, IL 60527 ("Customer").

WHEREAS, Provider provides certain software-as-a-service offerings, professional services and deliverables to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings, professional services and/or deliverables described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the following terms and conditions, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider agrees to perform the Services and provide the Deliverables for Customer pursuant to the terms of this Agreement.

ARTICLE 1. DEFINITIONS

Certain terms used in this Agreement are defined in this Article 1. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context. The word "and" shall mean "and" as well as "or," unless otherwise specified.

1.1 "Acceptance Criteria" shall mean, with respect to a Deliverable, a mutually agreed upon statement defining the criteria for acceptance of that Deliverable. With respect to Services, Acceptance Criteria shall mean a statement defining the criteria for acceptance of that Service.

1.2 "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

1.3 "Aclara Materials" means the Services, Specifications, Documentation, and Aclara Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Aclara or any subcontractor in connection with the Services or otherwise comprise or relate to the Services or Aclara Systems. For the avoidance of doubt, Aclara Materials include Resultant Data and any information, data, algorithms or other content derived from Aclara's monitoring of Customer's access to or use of the Services.

1.4 "Aclara Systems" means the information technology infrastructure used by or on behalf of Aclara in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Aclara or through the use of third-party services

1.5 "Affiliate(s)" means, with respect to any entity, any other entity that owns, directly (or indirectly through one or more intermediaries) controls or is controlled by, or is under common control with, such entity.

1.6 “Agreement” shall consist of this document (including attachments, schedules and addendums to the Agreement) and any SOW and Purchase Order issued under the Agreement.

1.7 “Authorized User” means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

1.8 “Claims” means any claim, action, cause of action, demand, lawsuit, whether at law, in equity, or otherwise brought by a third party.

1.9 “Cloud Services” shall mean software services comprised of a software licensing model in which access to the software and its updates/maintenance are provided on a subscription basis.

1.10 “Confidential Information” includes, without limitation, (a) non-public information and/or private business information developed, collected or created by Party (b) a Party's Proprietary Information and (c) trade secret information including technical or non-technical data, formulae, patterns, compilations, client lists, business plans, programs, devices, methods, techniques, drawings, diagrams or processes, data, databases, software, specifications, in any form or format that (i) are not generally known in the trade or business of a Party, (ii) have direct or indirect, tangible or intangible, actual or potential value, (iii) are not readily ascertainable from publicly available information, and (iv) are the subject of reasonable protection measures taken by Party.

1.11 “Customer Data” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer by or through the Services.

1.12 “Customer Systems” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services, other than Aclara provided services.

1.13 “Deliverable” shall mean the Software Deliverable, hardware, products, and other tangible goods and materials, including data, delivered to Customer under this Agreement or any SOW.

1.14 “Designated Equipment” shall mean the computer equipment of Customer in which Aclara loads the Software or the Customer's back-up computer equipment and such additional equipment as Customer may from time to time designate in writing, which such back-up equipment and such additional equipment shall meet Aclara's applicable specifications .

1.15 “Disaster Recovery Plan” means the establishment of the processes necessary to enable the recovery of vital data, software, systems, and networks following a natural or human-induced disaster or equipment failure.

1.16 “Documentation” means the user manuals and supporting documentation in electronic form containing copyrighted material and other Proprietary Information of Aclara provided with the Deliverable or Services under this Agreement.

1.17 “Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Software Services or Aclara Systems as intended by this Agreement. Harmful Code does not include any Aclara disabling device.

1.18 “Hosting Services” shall mean any Software Services (whether performed by Aclara or through a third party) that involve hosting data, software, or services external to Customer.

1.19 “Intellectual Property Right” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights, moral rights and mask-works; (b) trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or re-issues thereof, now or hereafter in force (including any rights in any of the foregoing).

1.20 “Issue” means a problem with the Software Services, identified by the Customer, which requires a response by Aclara to resolve.

1.21 “Licensing Parameters” means Central Processing Units (CPUs), Processors (including Sockets and/or Cores), Seats, Interfaces and End Points connected to the system (Meters, LCTs, CSTs, DSIs, etc.) and Utilities as set forth on Attachment A

1.22 “Losses” shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

1.23 “Object Code” means the instructions or statements comprising the Software expressed in machine-readable language, being the machine level representations that actually cause the computer to execute instructions and operations.

1.24 “Personal Identifying Information” or “PII” shall mean Customer Data which contains any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any (1) name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina, iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code;

1.25 “Project” shall mean the Services and/or Deliverables as set forth in an individual SOW.

1.26 “Proprietary Information” shall mean any data, documentation, methods, processes, materials, and all other information that is owned by either Party or an Affiliate thereof.

1.27 “Purchase Order” shall mean the document issued on behalf of Customer authorizing the commencement of Services or the delivery of Deliverables.

1.28 “Representatives” means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.

1.29 “Resultant Data” means data and information related to Customer's use of the Services that is used by Aclara in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.30 “Security Incident” means one or more unwanted or unexpected information security events that could possibly compromise the security of information and weaken or impair business operations.

1.31 “Severity Level” means a designation of the effect of an Issue on the Customer’s use of the System as set forth in Exhibit C, Maintenance and Support Services.

1.32 “Services” shall mean any software implementation and testing, software maintenance and support, Cloud Services or Hosting Services, and other information technology services provided to Customer under this Agreement, and any SOW or Purchase Order referencing this Agreement.

1.33 “Software” means the software described on Attachment A as “Aclara Software”.

1.34 “Software Deliverable” shall mean Software loaded on the Designated Equipment and delivered to Customer under this Agreement or any SOW.

1.35 “Software Services” shall mean either Hosting Services or Cloud Services.

1.36 “Statement of Work (“SOW”)” shall mean an attachment to this Agreement, substantially in the form of Exhibit A hereof, that states, with respect to each Project: A detailed description of the Services and Deliverables; work schedule (including the due dates related to the applicable Deliverables and Services, and any milestone dates); specifications, performance standards and functional requirements; documentation, and; fees and payment schedule. In the event of a conflict between an SOW and the provisions of this Agreement, the Agreement shall take precedence.

1.37 “Supplemental Services” shall mean the services set forth on Exhibit C-3 hereto, and offered at the prices set forth on Exhibit C-3 hereto.

1.38 “System Incident” a Security Incident with the potential of causing irreparable or significant damage, corruption or loss (compromise) of Confidential Information.

1.39 “Third Party Deliverable” means the Deliverable described on the Attachment A as “Third Party Software—Included in this Agreement.

1.40 “Third-Party Materials” means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Aclara

1.41 “Vulnerability” shall mean a weakness in a product that could allow an attacker to compromise the integrity, availability, or confidentiality of that product.

ARTICLE 2. THE SERVICES AND DELIVERABLES

2.1 Services and Deliverables Description.

The Services and Deliverables to be provided hereunder shall be set forth in individual SOWs which shall incorporate the terms and conditions of this Agreement. Each such SOW shall detail the nature of the Services and Deliverables, which may be further defined by attachments. Aclara will provide the Services and Deliverables which are designated in the SOW, within the timeframe set forth therein.

2.2 Software Deliverables.

For Software Deliverables furnished by Aclara to Customer, the following provisions shall apply:

(a) Grant of License

- (i) Aclara hereby grants to the Customer a non-exclusive, royalty-free, worldwide, non-transferable license and perpetual (subject to termination as set forth herein) Object Code license to use the Software Deliverable on the Designated Equipment solely in connection with Customer's use of the System and only for the purposes set forth in Section 2.2 (a)(ii) copy the Software.
 - (ii) Notwithstanding any other provision in this Agreement to the contrary, and for no additional or incremental license fees and only for internal business purposes, the Customer may: (a) make a reasonable number of copies of the software Deliverable for back-up or archival purposes or (b) operate the Software Deliverable on the Designated Equipment for testing the Software Deliverable.
 - (iii) Third Party Deliverables are sublicensed by Aclara to Customer pursuant to sublicensing agreements with the respective third parties identified on Attachment A.
- (b) Restrictions on Use
- (i) Parameters. Customer use of the Software Deliverable is restricted to the Licensing Parameters. Use of the Software Deliverable outside the Licensing Parameters is subject to the express written consent of Aclara and the payment of all required additional Fees.
 - (ii) Alterations. Customer's use of the Software Deliverable is limited in that Customer is prohibited from altering, attempting to reverse engineer, attempting to decompile, or creating or attempting to create a derivative work from the Software Deliverable.
 - (iii) Compliance with Laws. Customer's use of the Software Deliverable is limited in that it must use the Software Deliverable and the Documentation in accordance with all applicable laws and regulations of the United States and the States, Country and localities in which the Software Deliverable and Documentation is used.
 - (iv) Use on Designated Equipment. Customer's use of the Software Deliverable is restricted to use on the Designated Equipment. Should Customer desire to transfer the operation of the Software Deliverable to a computer other than the Designated Equipment, Customer shall notify Aclara upon such transfer. Such computer must meet the specifications of the Designated Equipment. Upon such notification, such computer shall become the Designated Equipment. Under no circumstances may the Licensed Software be used for production purposes on other than the Designated Equipment.
 - (v) Temporary Use. Without notice to Aclara, Customer may temporarily transfer the operation of the Software Deliverable to a backup computer if the Designated Equipment is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model until the Designated Equipment is restored to operative status and processing of the data already entered into the back up computer is completed.

2.3 Software Services.

- (a) Access and Use.
- (i) Hosting Services. Subject to and conditioned on Customer's compliance with the terms and

conditions of this Agreement, Aclara hereby grants Customer a non-exclusive, non-transferable right to access and use the Hosting Services during the Term, solely for its own internal business purposes in accordance with the terms and conditions herein. Aclara shall provide to Customer the Access Credentials within a reasonable time following the Effective Date.

- (ii) Cloud Services. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Aclara will provide functionality on Aclara Systems to enable Customer to access the Cloud Services and triggers that provide access to the Software used to collect Customer Data. Aclara hereby grants Customer a non-exclusive, non-transferable right to access and use the Cloud Services during the Term, solely for its own internal business purposes in accordance with the terms and conditions herein. Aclara shall provide to Customer the Access Credentials within a reasonable time following the Effective Date.

(b) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

- (i) Aclara has and will retain sole control over the operation, provision, maintenance, and management of the Aclara Materials; and
- (ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Aclara Materials by any Person by or through the Customer Systems or any other means controlled by Customer, including any: (i) information, instructions, or materials provided by any of them to the Services or Aclara; (ii) results obtained from any use of the Services or Aclara Materials; and (iii) conclusions, decisions, or actions based on such use.

(c) Use Restrictions. Customer shall not, and shall not permit any other person to, access or use the Services or Aclara Materials except as expressly permitted by this Agreement and, in the case of Third-Party Deliverables, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (i) copy, modify, or create derivative works or improvements of the Software Services or Aclara Materials;
- (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software Services or Aclara Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software Services or Aclara Materials, in whole or in part;
- (iv) bypass or breach any security device or protection used by the Software Services or Aclara Materials or access or use the Software Services or Aclara Materials other than by valid Access Credentials;
- (v) input, upload, transmit, or otherwise provide to or through the Software Services or Aclara Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

- (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software Services, Aclara Systems, or Aclara's provision of services to any third party, in whole or in part;
 - (vii) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Software Services or Aclara Materials, including any copy thereof;
 - (viii) access or use the Software Services or Aclara Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Aclara customer), or that violates any applicable Law;
 - (ix) access or use the Software Services or Aclara Materials for purposes of competitive analysis of the Software Services or Aclara Materials, the development, provision, or use of a competing software service or product or any other purpose that is to Aclara's detriment or commercial disadvantage; or
 - (x) otherwise access or use the Software Services or Aclara Materials beyond the scope of the authorization granted under this Section 2.3.
- (d) Customer Obligations.
- (i) Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Software Services are accessed or used; (b) provide Aclara Personnel with such access to Customer's premises and Customer Systems as is necessary for Aclara to perform the Software Services in accordance with the Availability Requirement and Specifications; and (c) provide all cooperation and assistance as Aclara may reasonably request to enable Aclara to exercise its rights and perform its obligations under and in connection with this Agreement.
 - (ii) Effect of Customer Failure or Delay. Aclara is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").
 - (iii) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.3(c) Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Software Services and Aclara Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Aclara of any such actual or threatened activity.
 - (iv) **(Applicable for Profield® Software Solution)** Prior to commissioning the Software Services, Customer shall supply a list of the names of all users who are authorized to use the Software Services. Customer shall keep the list current at all times and promptly inform Aclara of any change in Customer End Users. Customer will strictly enforce each Customer

End User's user identification and password controls, to ensure that Customer End User's identity is not used to access the Software Services by any other person.

2.4 Documentation.

Subject to the terms and conditions set forth herein, Aclara hereby grants to Customer, and Customer accepts, a fully paid, non-exclusive, non-transferable, license to use the Documentation during the Term of this Agreement and solely in connection with its use of the Software Deliverable or Software Services.

2.5 Maintenance and Support Services.

For Hosting and Cloud Services furnished by Aclara to Customer, Aclara shall provide service level standards, as set forth in Exhibit C-1, Software Services Schedule. For Software Deliverable furnished by Aclara to Customer, Aclara shall provide maintenance and support services as set forth in Exhibit C-2. For Supplemental Services furnished by Aclara to Customer, Aclara shall provide such services in accordance with Exhibit C-3.

2.6 Changes.

(a) Aclara reserves the right, in its sole discretion, to make any changes to the Services and Aclara Materials that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Aclara's services to its customers; the competitive strength of or market for Aclara's services; or) the Services' cost efficiency or performance; or (ii) to comply with applicable Law.

(b) Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such requested changes in accordance with the change procedure set forth in the SOW. In the event of a change, the Parties will use commercially reasonable efforts to negotiate and execute a "Change Order" to the Statement of Work setting forth all necessary updates. Each Change Order shall include, as applicable, changes to the Services, Deliverables, Work Schedule, fees or other material terms of the Statement of Work, and, upon execution thereof, Aclara waives any claim resulting from the Change for additional compensation or change to the Work Schedule except as set forth in the Change Order, including, without limitation, claims related to lost productivity and lost efficiency. No claim for additional compensation or an adjustment to the Work Schedule shall be allowed unless the same was authorized by a written Change Order executed by an authorized representative of both parties in advance of the performance of the applicable Services or Deliverables.

2.7 Reservation of Rights.

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Aclara Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Aclara Materials, and the Third-Party Materials are and will remain with Aclara and the respective rights holders in the Third-Party Materials.

ARTICLE 3. TERM

3.1 Initial Term.

The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for a one (1) year term (the "Initial Term").

3.2 Renewal Term.

This Agreement will automatically renew for additional successive twelve (12) month terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 30 days prior to the expiration of the then-current term ([each a] "Renewal Term" and [collectively,] together with the Initial Term, the ("Term").

ARTICLE 4. PAYMENT

4.1 Billing Rate.

4.1.1. The Fees for the Deliverables and Services provided hereunder shall be set forth in Exhibit B, Fees. Aclara will invoice Customer for the Deliverables and Services as follows: (a) for Software Deliverables, Aclara will invoice Customer upon contract execution; (b) for implementation Services, Aclara will invoice Customer as set forth in the SOW; and (c) for Cloud Services/Hosting Services, Aclara will invoice Customer the Annual Service Provider (ASP) Fees annually in advanced and shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Term, upon receipt of a 30 day notice, the ASP Fee shall be subject to adjustment not to exceed five percent (5%) at the commencement of each Renewal Term.

4.1.2. Support Fees for Software Deliverables. The charge for the service level selected by the Customer shall be at the annual Fee as identified in Exhibit C-2 during the Initial Term of this Agreement. The annual Fee shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Term, upon receipt of a 30 day notice, the Fee shall be subject to adjustment [not to exceed five percent (5%)] at the commencement of each Renewal Term.

4.1.3. Partial Services. Aclara reserves the right to invoice the Customer for any partial month services which may result from the Effective Date or date of termination of this Agreement, at a prorated charge.

4.1.4. Reinstatement Fee. In the event that Customer terminates or elects not to renew this Agreement and subsequently wishes to reinstate it, in addition to paying Aclara's then current fees and charges, Customer shall also pay Aclara, a reinstatement charge. The reinstatement charge shall include a lump sum equal to the total fees and charges which would have been paid for the period of lapse had the lapse not occurred: provided, however that if the lapse period is three (3) years or longer, Aclara shall have the option at its sole discretion to refuse to reinstate said Agreement.

4.2 Due Dates for Payment.

Payments for all invoices shall be due and payable thirty (30) days from the date of receipt . Any amounts not paid when due shall bear interest at the lesser of one and one half percent (1 ½%) per month or the highest permitted by law until paid. In the event that annually Fees remain unpaid for more than thirty(30) days after becoming due for payment, Aclara shall be entitled to withdraw the Maintenance or Software Services.

4.3 Taxes.

Aclara shall be responsible for all corporate taxes measured by net income due to performance of, provision of or payment for Services or Deliverables under this Agreement ("Aclara Taxes"). Customer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Customer or Aclara or its subcontractors) in relation to the Agreement or the performance of , provision of or payment for Services or Deliverables under the Agreement other than Aclara Taxes ("Customer Taxes"). The price does not include the amount of any Customer Taxes. If Customer deducts or withholds Customer Taxes, Customer shall pay additional amounts so that Aclara receives the full Price without reduction for Customer Taxes. Customer shall provide to Aclara, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

ARTICLE 5. TIME FOR PERFROMANCE

5.1 Delivery.

(a) Aclara shall use commercially reasonable efforts to deliver the Deliverables and provide the Services within the times set forth on Exhibit A. Purchaser understands and agrees that the ability of Aclara to make such deliveries and provide such Service within such times is dependent upon the timely issuance of Purchase Orders (if required) and timely performance of Customer's Obligations. Customer agrees that it will use commercially reasonable efforts to cause Customer's personnel to perform their respective obligations in a timely fashion and to cooperate with Aclara in scheduling their respective Services.

(b) Except as specified in an SOW or Purchase Order, Deliverables shall be FCA Aclara's facility, and pursuant to the delivery schedule, if any, set out in said SOW or Purchase Order.

5.2 Project Schedule.

The schedule for the Deliverables and Services (the "Project Schedule") shall be determined on a project by project basis as more particularly described in the applicable SOWs. The Project Schedule shall begin and end as specified on such SOWs, which shall list the Deliverables and Services involved, the schedule for delivery and performance, any milestone dates, and the deadline for the completion of all such activities.

5.3 Acceptance.

Acceptance of the Deliverables and Services shall be in accordance with Acceptance Criteria set forth in the SOW.

ARTICLE 6. SECURITY

6.1 Secure Environment.

For hosting services and cloud services Aclara will implement and maintain secure systems and environment according to the following terms: (a) utilize only datacenters that are certified as SSAE 18 SOC 2 compliant, with actively-managed multi-layered security and redundant power systems; (b) maintain firewall protection; (c) maintain antivirus software with automated monitoring; (d) encrypt all PII data at rest and in transit; (e) perform monthly vulnerability scanning; and (f) perform annual security penetration testing.

6.2. Disaster Recovery.

Aclara shall maintain appropriate backups of all Customer data. Aclara shall maintain Disaster Recovery plans and exercise Disaster Recovery plans on an annual basis for the cloud services provided. For hosting services, Aclara shall, at Customer's request and expense, offer Disaster Recovery services and exercise Disaster Recovery plans on an annual basis for Customer.

6.3. Incident Response.

In the event of an Aclara, or subcontractor, System Incident, Aclara shall: (a) promptly, but in no event more than 48 hours of becoming aware of the incident, notify Customer; (b) then provide Customer with a written report within the subsequent 48 hours detailing the scope of the incident and the measures taken to by Aclara to respond to the incident; and (c) use best efforts to remedy the incident and prevent any further or recurrent incidents at Aclara's expense in accordance with applicable privacy laws, regulations, and standards.

6.4. Vulnerability Remediation.

Aclara shall take full responsibility for the comprehensive remediation of security vulnerabilities found in Aclara's hosting services and cloud services that could reasonably result in a System Incident.

6.5 Customer Control and Responsibility.

Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers,

software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Aclara Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

6.6 Access and Security.

Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

6.7 Harmful Code.

Aclara represents, warrants and covenants that: (a) Aclara will use its best efforts to ensure that no Harmful Code is introduced into the software, Customer Data or other Deliverables, or any systems used to perform the Services, and Aclara will not insert into any software any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging any Customer Data, systems or functionality.

ARTICLE 7. TERMINATION

7.1 Termination.

(a) Aclara may terminate this Agreement at any time upon delivery thirty (30) days prior written notice to Customer.

(b) either party may terminate this Agreement, effective upon delivery of at least ten (10) days prior written notice to the other party, (i) if the other party materially breaches this Agreement, and (ii) further fails within thirty (30) days (or within such longer period as may be otherwise mutually agreed) after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.2 Effects of Termination

Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) Aclara shall cease all use of any Customer Data or Customer's Confidential Information and at the request of the Customer within a commercially reasonable time (i) return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems Aclara directly or indirectly controls, provided however, Aclara that may retain copies of such information that is stored in Aclara's archive or back up systems or as required by applicable law or Aclara's document retention policy;

(c) Customer shall immediately cease all use of any Services or Aclara Materials and (i) promptly return to Aclara, or at Aclara's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Aclara Materials or Aclara's Confidential Information and (ii) permanently erase all Aclara Materials and Aclara's Confidential Information from all systems Customer directly or indirectly controls; provided that Customer may retain copies of such information that is stored in Customer's archive or back up systems or as required by applicable law or Customer's document retention policy ; and (iii) certify to Aclara in a signed written instrument that it has complied with the requirements of this Section 8.2(c);

(d) Aclara may disable all Customer and Authorized User access to the Aclara Materials;

(e) if either Party terminates this Agreement pursuant to Section 8.1(a), Aclara shall be paid all Fees related to Deliverables provided and Services performed prior to the effective date of termination.

ARTICLE 8. CONFIDENTIALITY

8.1 Confidentiality.

From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), Confidential Information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within thirty (30) days thereafter, is summarized in writing and confirmed as Confidential Information. The Parties shall hold all Confidential Information of the other Party confidential, and shall not use or disclose it to others (except as is necessary to perform its obligations under the Contract and with the prior written consent of the disclosing Party). The Receiving Party shall maintain security measures designed to: (i) protect the security and confidentiality of the Confidential Information of the Disclosing Party; (ii) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8.

8.2 Exclusions.

Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that to the Receiving Party's reasonable knowledge was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

8.3 Compelled Disclosure.

If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 8.1; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.3, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the

applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8.4. In the event of a breach of this Section 8, the breaching party shall indemnify the non-breaching party for any Losses associated with the breach of this Section 8.

ARTICLE 9. INDEMNITY

For the purpose of this **Section 9** only, “Customer Parties” shall mean Customer, its directors, officers, agents and employees, contractors and subcontractors (other than Seller), assignees, subsidiaries and affiliates, and each of them; “Aclara Parties” shall mean Aclara, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor’s directors, officers, agents and employees, and each of them. The Parties obligations under this **Section 9** shall not be limited to their respective insurance coverage.

9.1 General Indemnity for Deliverables and Services.

(a) Aclara shall indemnify Customer Parties for Losses arising from Claims, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more Customer Parties involving injuries or damages to persons or property arising from: (a) the negligent acts or omissions of Aclara Parties in connection with the delivery of Deliverables or performance of Services; or (b) Losses resulting from any incident involving the supply, access or maintenance of data or the networks and systems that store, process or transmit such data under this Agreement provided that: (i) Customer promptly notifies Aclara in writing of such Claims; (ii) Customer fully cooperates with Aclara in assisting in the defense or settlement of such Claims; and (iii) Aclara has the sole right to conduct the defense of such Claims or to settle such Claims. Aclara shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Customer, any suit or action brought against Customer Parties based upon such Claims. Further, provided that Customer promptly notifies Aclara in writing of any alleged violations described below, Aclara shall also indemnify Customer Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Aclara Parties. Aclara’s obligations under this **Section 9.1 (a)** shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Customer Parties.

(b) Customer shall indemnify Aclara Parties for Losses from Claims for injuries or damages to persons or property arising from or in any manner relating to acts or omissions of Customer Parties under this Agreement provided that: (i) Aclara promptly notifies Customer in writing of such Claims; (ii) Aclara fully cooperates with Customer in assisting in the defense or settlement of such Claims; and (iii) Customer has the sole right to conduct the defense of such Claims or to settle such Claims. Customer shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Aclara, any suit or action brought against Aclara Parties based upon such Claims. Further, provided that Aclara promptly notifies Customer in writing of any alleged violations described below, Customer shall also indemnify Aclara Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Customer Parties. Customer’s obligations under this **Section 9.1 (b)** shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Aclara Parties.

9.2 Intellectual Property Indemnity

(a) Aclara shall defend and indemnify Customer against any Claims alleging that Deliverables or Services furnished under this Agreement infringe a patent in effect in the U.S., an EU member state or the country of the site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of in which the premises where Deliverables are used or Services are performed, not including Aclara’s premises from which it performs Services provided that (i) in the case of software Deliverables, it is the latest released version of the software; (ii) Customer promptly, and in any event, within ten (10) days of becoming aware of the Claims, notifies Aclara in writing of such Claims; (iii) Customer

makes no admission of liability and does not take any position adverse to Aclara; (iv) Customer provides Aclara with full disclosure and fully cooperates with Aclara in assisting in the defense or settlement of such Claims and (v) Aclara has the sole right to conduct the defense of such Claims or to settle such Claims .

(b) Notwithstanding the foregoing, if any software or other Deliverable provided by Aclara under the terms of this Agreement becomes, or in Aclara's reasonable opinion is likely to become, the subject of any infringement or misappropriation claim or proceeding, then Aclara shall, at its sole option and expense shall either: (i) obtain for Customer the right and license to continue to use the software or other Deliverable in the manner permitted under this Agreement; or (ii) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing; or (iii) failing (i) or (ii), take back infringing Deliverable or Services and refund the price received by Aclara attributable to the infringing Deliverable or Services. Notwithstanding the foregoing, Aclara shall not be liable for any Claims based upon (1) the combination or use of Deliverables or Services with any other equipment or software not supplied or authorized by Aclara, or (2) Customer's possession or use of any altered version of the Deliverable or Services unless such alteration has been performed or expressly authorized by Aclara, or (3) failure of Customer to implement any update provided by Aclara that would have prevented the Claims, or (4) Deliverables or Services made or performed to Customer's specifications.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

10.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10.2 Additional Aclara Representations, Warranties, and Covenants. Aclara represents, warrants, and covenants to Customer that Aclara will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

10.3. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 11. INSURANCE

11.1 Minimum Insurance Coverages.

In the event that Aclara's obligations hereunder require or contemplate performance of Services by Aclara's employees, or persons under contract to Aclara, to be done on Customer's property, or property of the Customer's customers, Aclara agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Customer. Further, in such event, Aclara shall maintain:

(a) General Liability insurance on a one million dollar (\$1,000,000), per occurrence basis; and

(b) Statutory workers compensation insurance.

(c) Cyber Risk Liability and Technology Errors and Omissions Insurance. Aclara shall maintain cyber risk liability and technology errors and omissions insurance with a combined single limit of not less than \$5,000,000.00 per occurrence. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of Services under this Agreement. Such cyber risk liability insurance shall include coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. No exclusions shall be listed within the policy for unencrypted or portable devices.

(d) Customer shall be provided for as an additional insured or loss payee as its interest may appear on the policy referred to in **Section 11.1(a)** above.

ARTICLE 12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Each Party's total liability to the other Party in connection with this Agreement, whether in contract or in tort, shall be limited to the aggregate sum of payments made by Customer to Aclara under an applicable SOW or Purchase Order.

ARTICLE 13. FORCE MAJEURE

It is understood that, at times, unavoidable delays result from causes which may reasonably be presumed to be beyond the control of Aclara, or Customer such as: Acts of providence, floods, fortuitous events, unavoidable accidents, riots, strikes, and lock outs. Should the progress of the Services or Deliverables be or seem to be delayed at any time for such causes, the party claiming force majeure shall notify the counterparty in writing of the occurrence, in order that a record of same may be made. For force majeure events declared by Aclara, a corresponding extension of time for the completion of the Services or Deliverables shall be allowed by Customer. Aclara and Customer shall in good faith use such effort as is reasonable under all the circumstances known to it at the time to remove or remedy the cause(s) and mitigate the damage associated with a force majeure event.

ARTICLE 14. AUDIT RIGHTS

14.1 Audit Rights General

Customer and its representatives shall have the right to audit activities which are performed under this Agreement on a time and material basis. Aclara will provide access to Aclara personnel, and to data and records, for the purpose of performing audits and inspections to verify the accuracy of Aclara's charges and invoices for Services provided on a time and material basis. Aclara will provide to such auditors and representatives such assistance, as they reasonably require. Aclara will cooperate fully with Customer or Customer's designees in connection with audit functions. If Customer performs such audits via an independent audit firm, Customer will take reasonable steps to ensure that the audit firm will protect the confidentiality of Aclara's Proprietary Information.

(a) If an audit uncovers any overcharge, Aclara shall immediately refund such overcharge (net of any undercharges uncovered by the audit).

(b) Aclara shall maintain and provide access upon request to records, documents and other information required to meet Customer's audit rights under this Agreement until the later of: (i) 3 years after expiration or termination of this Agreement; or (ii) all pending matters relating to this Agreement (e.g., disputes) are closed.

(c) In addition, Aclara shall use commercially reasonable efforts to assist Customer with respect to ensuring that all subcontractors and vendors adhere to and comply with the same requirements herein.

14.2. Aclara shall provide within thirty (30) days of receipt and at no additional cost to Customer, a copy of a SSAE 18 SOC 2 – Type II report of Aclara's measures with respect to electronic data for Hosting and Cloud Services which has been audited by an independent CPA or similarly qualified third party.

ARTICLE 15. GENERAL CLAUSES

15.1 Relationship of the Parties.

Aclara is performing under the Agreement as an independent contractor. Aclara has the sole right and obligation to supervise, control, manage, and direct all work associated with the Deliverables and Services to be performed by all individuals and entities it assigns to perform work under this Agreement, which includes, but is not limited to, its employees, its contractors, and its subcontractors' employees, and Aclara agrees that none of these persons or entities are employees or should be considered employees of Customer. As to these persons or entities Aclara assigns to perform work under this Agreement, Aclara will be solely responsible for: (a) the acts and omissions of all such persons and entities, (b) payment of compensation to such persons and entities, and (c) any injury to such persons in the course of their employment.

15.2 Publicity.

Neither Party may announce or release any information regarding this Agreement or its relationship with the other Party without the other Party's express prior written approval (which may be withheld in the other party's sole discretion). Neither Party shall use any trade name, trademark, service mark or any other information which identifies the other Party or any of the other Party's Affiliates in such Party's sales, marketing and publicity activities, including postings to the Internet, interviews with representatives of any written publication, television station or network, or radio station or network without the other Party's express prior written approval. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to satisfy such Party's (or such Party's Parent's) disclosure obligations under any applicable law or requirement of any stock exchange.

15.3 Non-Solicitation/No-Hire.

Neither party shall solicit or hire, in any capacity whatsoever, any of the other party's employees involved in this SOW during the term of this SOW and for a period of six (6) months from the expiration/termination hereof, without the express written consent of the other party; provided, however, that nothing shall prevent general solicitations by either party not specifically directed at the other party's employees and any hiring as result of such general solicitations.

15.4 Assignment.

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the

other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company..

ARTICLE 16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, USA.

16.2 Dispute Resolution.

All disputes arising in connection with this Agreement, including any question regarding its existence or validity shall be resolved in accordance with this **Section 16**. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings. In the event that the parties choose arbitration, the decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in **Article 8**. Monetary damages shall only be available in accordance with **Article 12**.

ARTICLE 17. NOTICES

All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile (with a copy provided by another means specified in this **Article 17**), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or three (3) business days after the day of mailing, when mailed by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of Aclara:

Aclara Technologies LLC
Attn:Legal
77 Westport Plaza Drive
Suite 500
St. Louis, MO 63146

With a copy (which shall not constitute Notice) to:

Hubbell Incorporated
Attn:General Counsel
40 Waterview Drive
Shelton, CT 06484

In the case of Customer:

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Either Party may from time to time change the individual(s) to receive notices under this paragraph and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

ARTICLE 18. COMPLIANCE WITH LAWS, CODES, AND STANDARDS

18.1 Aclara shall comply with laws applicable to the manufacture of Deliverable and its performance of Services. Customer shall comply with laws applicable to the application, operation, use and disposal of the Deliverables and Services.

18.2 Aclara's obligations are conditioned upon Customer's compliance with all U.S. and other applicable trade control laws and regulations. Customer shall not trans-ship, re-export, divert or direct products other than in and to the ultimate country of destination declared by Customer and specified as the country of ultimate destination on Aclara's invoice.

18.3 Notwithstanding any other provision, Customer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Customer's site or fulfillment of Customer's obligations, except that Aclara shall obtain any license or registration necessary for Aclara to generally conduct business and visas or work permits, if any, necessary for Aclara's personnel. Customer shall provide reasonable assistance to Aclara in obtaining such visas and work permits.

ARTICLE 19. HEADINGS

The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding between the Parties, and they shall not affect the construction and interpretation of this Agreement.

ARTICLE 20. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.

ARTICLE 21. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ARTICLE 22. RESERVATION OF RIGHTS

A delay or failure in enforcing any right or remedy afforded hereunder shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.

ARTICLE 23. AMENDMENT AND MODIFICATION;WAIVER

No amendment to or modification of this Agreement is effective unless it is in writing identified as an amendment to this Agreement and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

ARTICLE 24. SURVIVAL

The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 2.2(b) Section 2.3(c), Section 7.2, Article 8, Article 9, Article 10, Article 12, Article 15 and Article 24.

ARTICLE 25. ENTIRE AGREEMENT

The Agreement contains the entire agreement and all representations between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

Aclara Technologies LLC

CUSTOMER

Signed: _____
Name: _____
Title: _____

Signed: _____
Name: _____
Title: _____

ATTACHMENT A- SOFTWARE AS A SERVICE COMPONENTS

I. ACLARAONE®

IA. Base Software

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Type</u>	<u>Model</u>	<u>Qty</u>	<u>Subscription Parameters</u>	<u>Qty</u>	<u>Product Owner</u>
Aclara	AclaraONE® Enterprise Edition		SW-3010A	1	Maximum Endpoints ¹	2,266 ²	
					Maximum Utilities	1 ³	

II. THIRD PARTY SOFTWARE - NOT INCLUDED IN THIS SAAS AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Model Type</u>	<u>Qty</u>	<u>Parameter</u>	<u>Qty</u>
Microsoft	Windows 2016-64 bit Professional Server Operating System	INTEL	2	Not specified by Aclara	1 ⁴

Subscription of the software shall be directly with the identified vendor/supplier under the terms and conditions of the vendor's/supplier's applicable software license agreement.

III. THIRD PARTY SOFTWARE - - INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT - RESERVED

IV. COMPONENTS INCLUDED IN THIS LICENSE AND ASSOCIATED FEES:

Annual Service Provider Fee

IV.A	AclaraONE® Enterprise Edition – Full	\$12,892.29
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¹ Maximum Endpoints count the aggregate sum of all Aclara electric hardware devices controlled (e.g. meters + DRUs +CSTs +IHDs).

² If Subscription exceeds the quantity of maximum Endpoints for the quantity stated above, Customer will be charged an additional subscription fee.

³ This software is for use to in Subscriber's own utility business. Use to provide AML-related services to other utilities/entities (i.e. "Multi-Utility") is strictly prohibited unless otherwise noted and provided for herein.

⁴ License is based upon the stated quantity of processors. Installation of the software on additional processors or computers will entail the payment of an additional licensing fee to Aclara.

V. PER-METER INCREMENTAL SUBSCRIPTION FEE ABOVE “MAXIMUM ENDPOINT”:

If current subscription exceeds the quantity of maximum Endpoints for the quantity stated above, an additional subscription fee will be charged based on Aclara’s current price in effect for that tier.

VI. ANNUAL SERVICES PROVIDER (“ASP”) FEE:

<u>Item No.</u>	<u>Level of Services Fees - Non-Hosted</u>	
VI.A	Fee above maximum endpoints	\$5.69

ASP Fees are provided for a term of 12 months and are automatically renewable for 12 month Renewal Periods, subject to the annual adjustment.

EXHIBIT A

Statement of Work

Exhibit A

Statement of Work

Project Name: Willowbrook, Village of (IL), ("Client", "System Owner", or "Customer") AclaraONE Software Upgrade Implementation ("Project").

This Statement of Work ("SOW") and the terms and conditions of the Agreement for Software Deliverables and Services (hereinafter "Agreement") describe the Services to be provided to the System Owner, in support of the Project as authorized by the System Owner, signing this SOW. This SOW is governed by the Agreement's terms and conditions. By signing this SOW System Owner, hereby represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the Agreement, its Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the System Owner, and Aclara.

Scope of Work

The project scope for the AclaraONE Upgrade Implementation includes professional services (project management, coordination, AclaraONE software solution, product training and software acceptance).

The new solution will support various uses of the components and applications defined in Attachment 1. More detailed requirements will be developed during the requirements task of the project but will remain consistent with Attachment 1 unless mutually agreed by the System Owner and Aclara.

This Statement of Work addresses the implementation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this SOW and that any such material change requested by the System Owner or as a result of the System Owner's inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of System Owner errors or omissions may result in a Change Order.

It is understood by Aclara and the System Owner that any material changes to scope will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline and/or resources

1. Project Approach

The Aclara Services Team ("Aclara Team") assigned to this project will complete the Aclara tasks described herein and will perform work for the System Owner for the duration of the Project from remote locations.

The scope of the services engagement for this SOW is set forth in the attached Attachments 1 here to. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the System Owner. In addition to the tasks specified in Attachments 1 here to, the System Owner will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The System Owner shall designate a Project Manager to work with the Aclara Team to facilitate the provision of the Services. Once this SOW is executed, Aclara and the System Owner will assign resources to the Project. The Aclara Team will work on the Project and provide support as specified by the SOW.

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachments 1. Should the System Owner fail to fulfill those that are applicable to the System Owner, the estimated level of effort, timeline and scope may be subject to change which may result in a Change Order.

3. Scope Estimates

Aclara will support the System Owner by providing a team to complete the scope of work defined in Attachment 1.

Aclara's estimate of the level of effort is based on the following:

- Information provided by the System Owner to Aclara
- Aclara's understanding of the project scope, based on System Owner information

Should the information provided by the System Owner be inaccurate or should Aclara gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as a change to the SOW (change order).

4. Software Licenses

The AclaraONE software components are licensed in accordance with the Aclara Software Agreement ("Licenses") executed between Aclara and the System Owner. The Licenses cover the integration with the System Owner's single production environment and within the System Owner's current service territory.

5. Changes

Any change to this SOW shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have so agreed as of the last date signed below.

Accepted By:

Accepted By:

**Aclara Technologies LLC
(Aclara)**

**Willowbrook, Village of (IL)
(System Owner)**

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1 = AclaraONE Software Upgrade Implementation SOW

Attachment 2 = Milestone Schedule

Attachment 3 = Change Order Procedure

Attachment 1
To
Statement of Work

Project Definition – AclaraONE Software Upgrade Implementation Project

1.0 Project Scope

Included in the purchase of an AclaraONE Software Upgrade Implementation are the Professional Services efforts required to upgrade System Owner’s software applications to the latest versions of Aclara’s software platform (AclaraONE) as well as migration of up to 25 months of NCC headend metadata and read data to a new AclaraONE Headend environment, and rolling 25 months into the new hosted AclaraONE MDM as defined in Section 1 and Section 2. The purpose of this document is to outline the tasks and deliverables of the Aclara Team and provide the System Owner an overview of the responsibilities and time commitment that will be required of their staff.

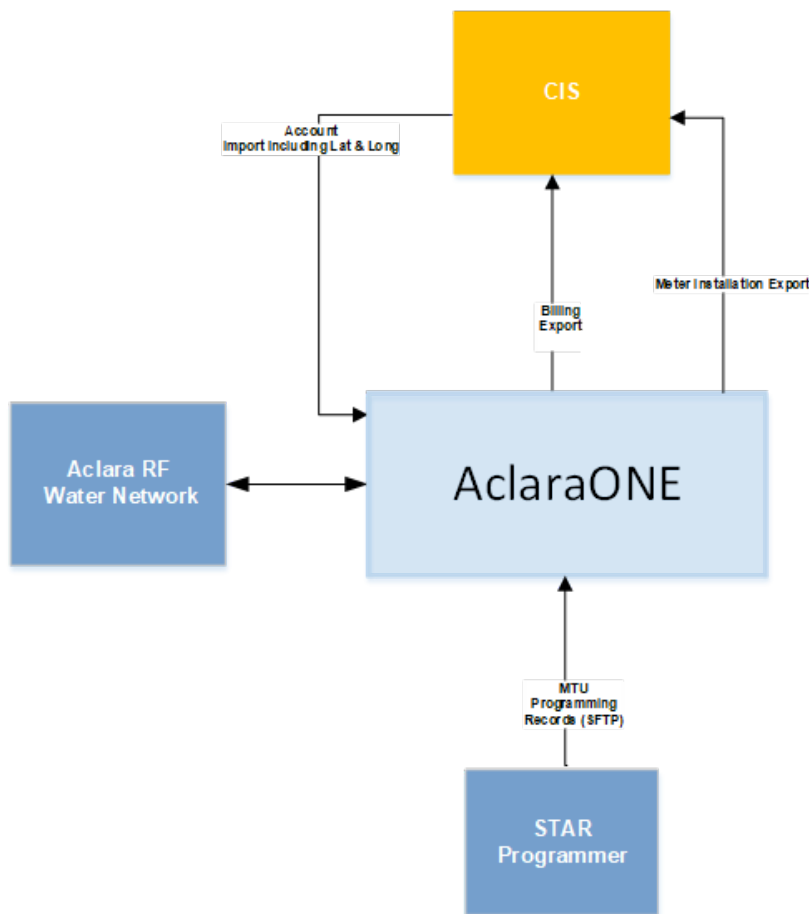


Figure 1: Solution Schematic

1.1 Software Modules Covered

The Software Modules checked below are those that are included in the Project Scope. If System Owner chooses to delay implementation of some of the Modules or Integrations, there may be a Change Order.

Module Name	Commodities*	
	Gas	Water
AclaraONE Unified Headend		
Equipment Menu: DCUs, MTUs, RDDs, Installations		X
Administration Menu: Audit Log		X
Communication Menu: Firmware Status, DCU Firmware Management, MTU Firmware Management, Communications Status, Communications Management		X
ZoneScan (Optional)** Administration Menu: ZoneScan Global Settings, ZoneScan Readings Status, ZoneScan.net		
AclaraONE MDM		
Account Search Menu		X
Total Consumption Menu		X
Events Menu: Event List, Event Trends		X
Report Management		X
Event Summary Dashboard		X
Administration		
Report Group Management		X
Resource Security		X
User Defined Fields Management		X
Event Management		X
Users		X

*Legacy Electric MTU data is not supported in AclaraONE and will not be included in the data migration from NCC to AclaraONE

**ZoneScan menu option becomes available only when ZoneScan is in scope

1.2 Project Services

The implementation shall cover the current service territory for System Owner. Aclara shall provide the Services and perform the Deliverables as identified in the sections below. In the event that System Owner requires Services on any out of scope areas or requests any changes to the core product code, Aclara could provide such Services as additional Services through a separate SOW or Change Order.

1.3 Technical Requirements

Technical requirements will be further defined as part of requirements gathering phase and will be specific to the data integrations referenced in Section 2.0 below. Additionally, the following should be noted:

1.3.1 All AclaraONE Elements

- System Owner shall be responsible for providing users the URL for AclaraONE.
- Aclara will provide access to utility administrator login with training for user creation and administration as outlined in Section 2.0 below
- System Owner shall be responsible for Microsoft Azure AD user management.

1.3.2 Data Integration

- Aclara will configure and test the AclaraONE side of the interfaces on the new environment. Aclara shall provide integration specifications for the integration points specified in Section 2.0.
- System Owner will develop data integrations specified in Section 2.0 based on Aclara specifications.
- Lat/Long data is required to be provided if not currently included to enhance the visual mapping within AclaraONE. The data can be provided in the existing Customer Account Import integration below or in a separate file which will be determined during requirements phase.
- If separate file is required for Lat/Long, Aclara will configure, test and implement the AclaraONE side of the interface, while the Purchaser CIS system is responsible for making the necessary changes in Purchaser systems to provide and/or accept data in Aclara standard formats and cover any third-party cost associated. Aclara will help facilitate integration with third party systems and work with all third-party vendors with permission from Purchaser.
- If Lat/Long cannot be provided, and address information is available, Aclara can provide a one-time Geo Coding. The request will be scoped out with a change order.

- System Owner will be responsible for any data cleansing for data cleanup with assistance from Aclara in order to meet Aclara's data specifications and ensure data parameters are consistent between all sets of data.
- Historical data to be included in the initial database migration from NCC to AclaraONE.
 - AclaraONE Headend maintains a retention policy for rolling 25 months of historical data.
 - AclaraONE MDM maintains a retention policy for rolling 25 months of historical data.

2.0 Implementation Approach

The Aclara implementation approach involves the following phases:

Phase 01 Project Planning & Kick-Off

The Aclara project team will begin work upon contract execution and notice to proceed. The Aclara project team will begin the internal preparations for the official launch of the project. The Aclara project manager will coordinate and schedule the System Owner kick-off meeting with the System Owner. During this kick-off phase, Aclara will define the project team organization and introduce the teams, review the project scope and proposed timeline, review the utility's goals and business objectives and develop the communication plan with the System Owner. Aclara will introduce a project manager and other leaders assigned to oversee and coordinate the day-to-day activities of all parties involved. Entry criteria for this phase to begin are defined as the signature of the contract, the assignment of an Aclara project manager and setting an agreed upon project kick-off start date. This phase will be complete once the project teams have been defined, the kick-off meeting has occurred, and the project plan has been reviewed.

Phase 02 Requirements

At the beginning of the implementation process, Aclara meets with the key stakeholders to confirm the detailed functional and integration requirements for the system. Aclara will finalize all software requirements. Aclara will hold software interface requirements sessions and create requirement documents and overall solution architecture specifications.

This phase is complete once the System Owner performs review of requirements.

Phase 03 Installation and Configuration

In this phase, Aclara will install, configure and test the software components listed below. Aclara will achieve entry criteria by reviewing the signed off requirements. This phase is complete once Aclara and supporting resources install the software solutions, configures interfaces, and completes integration testing.

Software Installation

AclaraONE Headend

1. Setup new hosted environment
2. Bring new servers to base installation for OS and SQL Server
3. Install and configure headend application and database
4. Perform database migration for 25 months historical data from NCC solution to AclaraONE Headend

AclaraONE MDM

1. Pre-requisite System Owner Task: Grant access to Microsoft Azure Active Directory for new application per provided hosted specifications
2. Install and configure MDM cloud-based environment
3. Perform ingestion of up to 25 months historical data to AclaraONE MDM
4. Setup administrator user

Interface Configuration

1. Aclara will configure and test the AclaraONE side of the interfaces on the new environment.
 - a. Input Integration

Integration Name	Type	Functions
Customer Account Import Interface	Flat file	Populate AclaraONE with meter inventory and customer account /location details from System Owner's CIS
GIS Interface	Flat file	Populate AclaraONE with Lat/Long for enhanced visual mapping within AclaraONE

- b. Output Integration

Integration Name	Type	Functions
Billing Output Interface	Flat File	Export Billing Read values from AclaraONE to System Owner's CIS

Phase 04 Integration Testing

This phase extends the interface testing from the previous stage to internally validate the Software end to end functionality – from the meter reading in the AclaraONE Headend through visualizations in the AclaraONE MDM as well as production and validation of a billing interface extract. Exit criteria from this phase is all internal test cases have been executed and no severity 1 or severity 2 issues are present.

Phase 05 User Training

Training for AclaraONE software solution is completed in this phase. Aclara will provide training covering changes in the user interface of the AclaraONE software applications.

Training will be conducted via remote webinar sessions.

Please reference table below for training session information. The below details a recommended training approach that is subject to change as part of the project and agreed upon by both Aclara and System Owner prior to the scheduled training. Additional training or onsite training can be added to scope via a change order with cost.

Session Name	Onsite (y/n)	Proposed # of Sessions	Duration	Agenda	Recommended Attendance
AclaraONE Basic/CSR Training	N	1-2	2-3 hours	Welcome / Introductions Objectives General Navigation Consumption Tracking Hands-on Exercises Aclara University	3 rd Party Call Center, CSR's, Dispatch, Billing, Collections, Leaders, Conservation and Field Technicians
AclaraONE Admin Training	N	1	1 hour	Administrative functions in AclaraONE including user administration.	Admins

Phase 06 Production Cutover & Software Acceptance

After training and interface testing is complete, Aclara supports the System Owner for cutover of the software solutions so data begins flowing between the Aclara applications and the production environment.

Aclara will provide support for Software Acceptance by hosting a one-hour webinar walkthrough of the Software Acceptance Document in Exhibit 1 of the SOW.

Aclara's responsibility is to support issue resolution, as required.

Exit criteria includes:

1. Software Acceptance has been executed
2. All Severity 1 and Severity 2 issues have been resolved or a workaround identified

Severity levels are defined below and apply to issue prioritization throughout the engagement.

Severity Level	Description
1	Requires immediate attention –Service is lost or degraded for all users preventing operation of business
2	Requires priority attention - Service is lost or degraded for single or small number of users, affecting significant business functionality
3	Requires attention – Users can continue business operations, but a problem or issue has been identified that affects operation of business
4	There is a problem or issue that does not affect operation of business

** For the purposes of this table, "users" is defined as all Aclara Utility users of AclaraONE*

The Software Acceptance concludes when System Owner completes walkthrough of Software Acceptance. Any remaining issues are categorized into severity level 3 or 4.

Once Software Acceptance is complete, Aclara will compile all open issues and review the status of these issues with Aclara's Technical Support team and the System Owner's project team. Additionally, by this time the System Owner will be introduced to Aclara's Technical Support operations. All support operations will begin to be managed by this team. The System Owner will be trained on Aclara's Support processes which includes opening support tickets, managing and obtain status of these tickets. The System Owner will be introduced to the AclaraConnect client portal.

3.0 Deliverables and Milestones by Step

The table below details the milestone deliverables for this project. Delivery dates for each milestone will be communicated at project launch.

Milestone	Deliverables	Payment Milestones Descriptions
1	Contract Execution	<ul style="list-style-type: none"> Contract Execution – This milestone is complete after the contract documents are fully executed by both parties.
2	Project Kickoff	<ul style="list-style-type: none"> Project Kickoff Complete. Aclara will support a kickoff meeting to walkthrough the project schedule, introduce team members and roles, review System Owner responsibility and upcoming tasks. Additionally, during this meeting the project governance will be established. This includes communications plan, team meetings, status reporting, and issues management.
3	Installation and configuration of AclaraONE Software	<ul style="list-style-type: none"> AclaraONE Software installed. This task is complete after the installation of the software in the System Owner's environment.
4	Deliver Training and Training Materials	<ul style="list-style-type: none"> Training complete – Aclara will provide webinar training for Aclara RF network system administrators, field personnel and customer service representatives.

4.0 Preliminary Project Schedule

Upon execution of this SOW, Aclara will work with System Owner to schedule the efforts listed above. The following draft schedule will be refined as part of the project kickoff phase and will be dependent on System Owner's ability to complete its deliverables within the required timeline.

	Duration (in Business Days)	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Project Initiation & Kickoff	10 days								
Requirements Gathering & Design	10 days								
Software Installation & Configuration	20 days								

Integration Testing	10 days								
Training	1 day								
Production Cutover	1 day								
Software Acceptance	1 day								
Transition to Support	5 days								
Total # of Days	40 days								

*Start Date is typically 2 months from contract execution date.

Assumptions:

- CIS and Billing vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces. If support is delayed and causing impact to ability to continue implementation tasks, it may result in a change order.
- System Owner's CIS vendor to validate files sent to them for accuracy and operability.
- No custom reports or headend software customizations are included in this scope.
- System Owner and Aclara will have project resources available to kick off the project within two-months of contract execution
- Cutover to occur during business hours Monday – Friday. Other times can be supported with an approved change order.

5.0 Project Governance

System Owner agrees to provide appropriate Project resources including but not limited to, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate Aclara's performance of the Services and the System Owner integration.

System Owner will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the System Owner tasks, and any additional personnel, including vendor resources, that may be necessary for System Owner to perform its obligations under the implementation work plan.

- Project Manager – Main point of contact for the Project. Is responsible for scheduling System Owner resources, managing the scope and the System Owner tasks of the Project schedule, facilitating document approvals, and escalating and resolving issues as required by the Aclara.

Aclara will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Aclara tasks, and any additional personnel that may be necessary for Aclara to perform its obligations under the implementation work plan.

- Project Manager - Coordinates scheduling and work assignments, assists in requirements and detailed design, resolves issues and serves as daily interface with the System Owner Project Manager.
- Subject Matter Experts in relevant areas of the application
- Technical resource(s) to complete the integration
- Business Analyst(s) familiar with AclaraONE product and integrations
- Quality Assurance Testing resource(s)
- Escalation resource(s)
- Training resource(s)

6.0 Key Scoping Parameters and Assumptions

The scope detailed in the previous section is the basis for Aclara project costs and delivery schedule. Any deviation from these parameters and assumptions may impact project costs and milestone dates. The following assumptions apply to this engagement:

- System Owner will provide remote access for at least 2 connections into their on-premise environments for Aclara to provide the services described in this SOW. Remote access methodology (e. g. LogMeIn) should not interfere with normal Aclara networking functionality while connected to System Owner's server.
- Travel to System Owner facilities is not anticipated for this engagement and remote access based joint access will be available for issue resolution purposes. If travel is required, the direct costs of travel will be passed on to System Owner.
- Aclara assumes data in System Owner's systems do not require any data cleanup. Any data cleanup will be System Owner's responsibility. Aclara will notify System Owner of bad data when Aclara experiences data issues.
- Webinar based 3-hour session for training included. If additional training is required, the request will be scoped out with a change order.

Exhibit A – Software Acceptance Document



AclaraONE

Software Acceptance Document

Prepared for: System Owner

Month DD, YYYY

This document and any attachments hereto may contain information that is privileged, confidential or proprietary. Any review, dissemination or use of this document or its contents by persons other than authorized employees of the intended organization is strictly prohibited.

OVERVIEW

Software Acceptance will allow the Customer to verify delivery of the AclaraONE software. Execution of the functionality described in this document is in support of Acceptance of the software. Aclara will provide support for System Owner Software Acceptance by hosting a one-hour webinar walkthrough of this document.

Pre-requisites to beginning System Acceptance Testing are as follows:

1. AclaraONE in Production with DCU backhaul pointed to AclaraONE
2. AclaraONE Training Complete

ACLARAONE

APPLICATION LOGIN

Description	Activity	Expected Results
Application Login	Launch the AclaraONE site https://portal.aclara.one Login with your AclaraONE credentials	Event Summary Dashboard is displayed by default.

MENUS AND NAVIGATION

Description	Activity	Expected Results
Applications menu	The Applications menu will be expanded by default upon login in.	The following options are displayed. MDM Administration Water RF
MDM submenu	From the Applications menu tab click on MDM.	The following menu items are displayed. Account Search Total Consumption Events – Event List – Event Trends Report Management Event Summary Dashboard

Administration submenu	<p>From the Applications menu tab</p> <p>Click on Administration.</p>	<p>The following sub-menu items are available.</p> <p>Report Group Management</p> <p>Resource Security</p> <p>User Defined Fields Management</p> <p>Event Management</p> <p>Users</p>
Water RF submenu	<p>From the Applications menu tab click on Water RF.</p>	<p>The following sub-menu items are available.</p> <p>Equipment</p> <ul style="list-style-type: none"> ○ DCUs ○ MTUs ○ RDDs ○ Installations <p>Administration</p> <ul style="list-style-type: none"> ○ Audit Log ○ ZoneScan Global Settings ○ ZoneScan Readings Status ○ ZoneScan.net <p>Communication</p> <ul style="list-style-type: none"> ○ Firmware Status ○ DCU Firmware Management ○ MTU Firmware Management ○ Communication Status ○ Communication Management
Help Menu	<p>Click the Help link on the upper right corner of the screen.</p>	<p>View Help and/or Ask on AclaraConnect options available.</p>

Attachment 2
to
Statement of Work

Implementation Payment Milestones Schedule

1a – AclaraONE Upgrade Software Implementation

A. Project Milestones – Total Professional Services fees - \$21,000

	Milestone	Milestone %	Payment \$
2	Project Kickoff Meeting Complete	50%	\$10,500
4	Conduct Product Training	50%	\$10,500
	TOTAL	100%	\$21,000

Attachment 3
to
Statement of Work
Change Order Procedure

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by the System Owner or Aclara) will be used to control all changes. All Requests for Change ("RFC") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on Project schedule; and
- Estimated change, if any, in Services fee

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. All approved RFC's will be incorporated into the Change Order to this Statement of Work. Aclara will not perform any Services outside of the Statement of Work until the RFC has been signed by both parties.

1. Describe the requested change:

2. Define the impact, if any, on existing work product:

3. Define additional work product required as a result of the requested change, if any:

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate.

5. Provide an updated work product and payment schedule, if appropriate.

Accepted By:

Aclara Technologies LLC (Aclara)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

Accepted By:

System Owner (Client)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

EXHIBIT B

LEVEL OF MAINTENANCE SERVICES SELECTED

Customer: Village of Willowbrook

Address: 835 Midway Drive, Willowbrook, IL 60527

1. **Billing frequency is annually in advance.**
2. ☐ **If a Purchase Order number is required on Aclara invoices, please check here.**

A. Selected Service Level (check one) (Annual First Term Price shown):

☒ **Base Level Service Support Included** \$ 12,892.29

☐ **Premier** \$ Contact Aclara

3. **Supplemental Services.**

☒ **AMI DCU Maintenance Service** \$ 1,500.00

4. **Customer Designated Contact Information:**

Designated Renewal Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

EXHIBIT C-1
Software Services Schedule
(Not Applicable to Profield® Software Solution)

1. Hosting

- A. Aclara will host the ACLARA RF Server Sites in a secure, 24/7 environment according to the terms established below and the terms of the Maintenance Agreement to which this Exhibit D is attached.
- B. Aclara will use commercially reasonable efforts to provide a high level of site uptime. It is our goal to provide at least 98% uptime. This means a total of no more than approximately 15 hours of unscheduled down time within a month. This goal excludes scheduled maintenance and upgrades, failure caused by the Internet or Licensee software, events of force majeure, or downtime caused by any other factor beyond Aclara's reasonable control.
- C. Aclara will refund up to a percentage (see table below) of the total Hosting Fee for the month if up time performance, with the exclusions noted above, is not met based upon the following table. This table applies to the prime time period only. Downtime is defined as the site being unavailable for customer or staff use.

Average Uptime for the Month	Refund of monthly fee
97% or better	0%
95% – 96.99%	5%
Below 95%	10 %

- D. Aclara will use commercially reasonable efforts to prevent more than 1 hour of continuous down time during prime time (defined as 8AM to 12 AM EST) every day; and to prevent more than 6 hours of continuous down time during non-prime time (defined as the hours between 12:01 AM to 7:59 AM (EST), with the same exclusions as noted above.
- E. Generally, Aclara performs all scheduled system maintenance and upgrades during non-prime time or off-peak hours. Aclara will provide Licensee with as much advanced notice of scheduled downtime as reasonably possible.
- F. During any period of downtime of the Private Label Site(s) or any components of more than 30 minutes in duration, Aclara will provide notice to users by posting a web page that indicates that the site is temporarily unavailable due to routine maintenance and to please come back later.
- G. Aclara will provide e-mail notice to appropriate Licensee staff if there will be more than thirty (30) minutes down time of the Private Label Site(s) or any components. Notice will include at least a brief description of the reason for the down time and an estimate of the time when Licensee can expect the site to be up and available.
- H. Aclara will provide Licensee access to a client portal that will be used to report issues and review maintenance and upgrade schedule. Licensee agrees to make good faith efforts to notify Aclara in advance whenever unusually heavy traffic is expected because of promotions or other factors.
- I. Aclara will use commercially reasonable efforts to respond within thirty (30) minutes during prime time hours or within six (6) hours during non-prime time hours to any issue categorized as Severity 1 (as defined herein) that is posted by Licensee through the reporting tool.
- J. Aclara will store customer data on mirrored drives and arrange for daily backup daily all customer data, with backup tapes moved to offsite storage regularly.
- K. Aclara will use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Aclara at its deployment location.

- L. Aclara agrees to maintain firewall protection and redundant, high speed Internet connections for the Private Label Site(s).

2. Maintenance and Support

A. Standard Maintenance Services

Maintenance includes all new versions, error corrections, enhancements and improvements to the Program functionality licensed to Licensee, as the same are released to Aclara's Licensees generally. Aclara will provide updates to the application in accordance with the standard release cycle and will provide release notes to Licensees in advance of the release. At Licensee's request, Aclara will provide technical assistance in identifying and resolving issues with the Program's failure to conform to its specifications.

B. Ongoing Support Services

- 1) In the event that the Licensee sends invalid data to Aclara in the data integration, Aclara will notify the Licensee and the Licensee will adjust their data transfer process to correct the issue.

- 2) Ongoing Release Testing

- a. Aclara Service Level Agreement (SLA) applies to the production environment only. SLA on the test environment can be provided at an additional cost.

Exhibit C-2
Software Deliverable Support Services Schedule

2. **Definitions.** For the purposes of this Exhibit, the following definitions shall apply:
- A. **“Aclara Holidays”** means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.
 - B. **“Aclara Technology System” (or “System”)** means the system comprised of, in part 1) the Hardware purchased from Aclara by Customer, and 2) the Software licensed by Aclara to Customer under the terms of the Software License Agreement.
 - C. **“Additional Services”** means services offered by Aclara for improvements and/or enhancements to the Customer’s System that are not covered by this Agreement, but may be offered and provided at the rates set forth on Schedule 2 hereto.
 - D. **“Classroom Training”** means training offered by Aclara at its facility.
 - E. **“Customer Portal”** means an electronic gateway to a secure entry point via Aclara’s website at www.Aclara.com that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.
 - F. **“On-Site Maintenance Services”** means Aclara providing Maintenance Services at the Customer’s facility at the then current rates stated in Schedule 2, Time and Material Rates, attached hereto.
 - G. **“Custom Enhancement”** means any improvement, modification or addition that, when made or added to the Software or Third Party Licensed Software, changes its utility, efficiency, functional capability or application. Custom Enhancements are not included as part of this Agreement.
 - H. **“Customer Site Training”** means Aclara providing its training at the Customer’s facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer’s needs.
 - I. **“Delivery”** means, in the case of Software provided hereunder (and as applicable), (i) the remote installation of the Software by Aclara on the Customer-provided Designated Equipment; or (ii) delivery of the Designated Equipment provided by Aclara on which the Software is installed; or (iii) the loading of the software to an FTP site for Customer’s availability to download. “Delivery” means, in the case of Services provided hereunder, the periodic performance of such Services as described herein.
 - J. **“Error”** means any failure of Software to conform in all material respects to the requirements of this Agreement or Aclara’s published specifications. Any nonconformity resulting from Customer’s misuse, improper use, alteration or damage of the Software, the combination of the Software with any hardware or software not supplied by or authorized by Aclara, or any other condition beyond the control of Aclara, shall not be considered an Error.
 - K. **“Error Correction”** means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.
 - L. **“E-Learning”** means on-line training offered by Aclara via the Internet.

- M. **“Hardware”** means the equipment supplied by Aclara which may include the Substation Communication Equipment (SCE), Remote Communications Equipment (RCE), Test Equipment, Meter Transmission Unit (MTU), Data Collection Unit (DCU) and MTU programmer.
- N. **“Issue”** means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.
- O. **“Maintenance Services”** means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation.
- P. **“Patch”** means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.
- Q. **“Renewal Term”** means each of one or more consecutive twelve (12) month periods following the Initial twelve (12) month Term of this Agreement.
- R. **“Severity Level”** means a designation of the effect of an Issue on the Customer’s use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:

Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

- S. **“Software Version”** means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. Software Versions are not provided or included as part of this Agreement.
- T. **“Software Revision”** means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.
- U. **“Target Response”** refers to the period of time between a Customer’s initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara’s initial contact back to Customer to begin investigation of the reported Issue.

- V. **“Third Party Licensed Software”** shall have the meaning as it is defined in Attachment A.
- W. **“Training Services”** means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.

2. Scope

- A. **Software Maintenance.** The Software maintained under this Schedule shall be the Software set forth in Attachment A as a Software Deliverable. Any additional Software Deliverables for which a license is obtained by the Customer from Aclara shall be governed by this Schedule and the pricing for Maintenance Services adjusted accordingly.
- B. **Levels of Maintenance Services.** Two (2) Levels of Maintenance are available to Customer under this Agreement. Each level is identified and described in Schedule 1, Levels of Maintenance Services attached hereto and made a part hereof. Customer may, at its option, change the Level of Maintenance for any subsequent Renewal Term, provided Customer gives Aclara written notice of the requested change no less than thirty (30) days prior to the end of the Initial Term or then current Renewal Term.
- C. **Maintenance Services Provided.** Aclara shall provide Maintenance Services at the level selected by the Customer as designated in Schedule 1, Level of Maintenance Services Selected. The following are included as part of this Agreement:
1. **Aclara Software Revisions and Patches.** Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.
 2. **Third Party Software Revisions.** At the option of Aclara, periodic Software Revisions of the Third Party Licensed Software will be provided by Aclara without further charge provided the following conditions are met: (i) the Software Revision corrects a malfunction in the Third Party Software that affects the operation of the Software; and (ii) the Software Revision has, in the opinion of Aclara, corrected malfunctions identified in the Aclara Technology System and has not created any additional malfunctions; and (iii) the Software Revision is available to Aclara. Customer is responsible for obtaining and installing the Software Revision if the Third Party Software was not licensed to Customer by or through Aclara. Software Revisions to Third Party Licensed Software provided by Aclara are specifically limited to the Third Party Software identified and set forth in the Software License Agreement. Any associated Hardware or Hardware modifications required to support revisions of Third Party Software are not included under the terms of this Agreement.
- D. **Response to Issues.** Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule 1, Level of Maintenance Services.
- E. **Service Limitations.** The following limitations apply to Maintenance Services under this Agreement.
1. New Software Versions are not included as a part of this Agreement. Such Software Versions will be offered to Customer for additional fees and costs.
 2. Services requested by Customer for assistance with installation or implementation of Software Revisions and Patches are not included in this Agreement, but are offered to the Customer on a time and materials basis at the rates stated in Schedule 2 hereto.

3. System administration, database maintenance and recovery, server malfunctions, database backup processes, management and training services, master station computer equipment repair are not included as part of this Agreement.
4. Maintenance services shall be limited to the latest Software Revision within the last two (2) years in accordance with Section 3.E below. All code changes, Enhancements or fixes will be incorporated into the latest Software Revision or a future Software Revision. Aclara has no obligation to make code changes, Enhancements or fixes to previous Software Revisions.
5. Maintenance Services do not include costs incurred by Aclara while investigating problems that are the result of Customer's negligence, misuse, or unauthorized application, alteration, or modification of the Software, Hardware, or interfaces to the equipment configuration, which shall be invoiced to Customer on a time-and-material basis at Aclara's then current published rates. The current rates are set forth on Schedule B hereto.
6. Services offered outside of Maintenance Services as noted in Schedule C-3, Supplemental Services attached hereto are not included in this Agreement. Such additional services are available and may be provided upon Customer's request at the fixed price established on Schedule C, and if no fixed price is established, in accordance with the terms and rates provided in Schedule B hereto.
7. During Renewal Term, certain follow-up training is provided as outlined in Schedule 1, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.
8. Aclara shall consider and evaluate the development of Custom Enhancements for the specific use of Customer and shall respond to Customer's requests for Custom Enhancements or other additional services pertaining to the Software. Such Custom Enhancements or additional services shall be subject to a separate charge in accordance with Aclara's then in effect rates. The current rates are listed on Schedule 2 hereto.
9. Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.
10. Maintenance Services do not include any problem resulting from the combination of the Software with such other programming or equipment unless such combination has been approved by Aclara.
11. Maintenance Services do not include any problem caused by changes to other software (including releases and patches), interfaces or systems connected to the Software including but not limited to changes of operating systems database servers, web servers, and communications software.
12. Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.
13. Customer specific testing and reimplementation of Custom Enhancements are not part of this Agreement.

Customer will be responsible to pay Aclara for time or other resources provided by Aclara to diagnose or attempt to correct any of the items set forth above in this Section 2.F., at Aclara's then current time and material rates. If Aclara incurs expense in servicing claims which are later shown to result from any of the above activities, Customer shall pay Aclara the costs associated with the performance of such service. Aclara's time and material rates are attached hereto as Schedule 2. Aclara, in its sole discretion, may change these rates from time to time with thirty (30) days advance notice to Customer.

3. Customer Responsibilities

A. Backups. Customer shall maintain a current backup copy of all Software and databases. Customer shall perform regular daily backups of its data, and weekly backups of its entire system maintained under this Agreement.

B. Notification of Issues

During the hours between 6:30 a.m. and 6:00 p.m. Central Time on Monday through Friday, excluding Aclara Holidays:

1. Customer shall provide Aclara with timely notification of any new System issues by one of three methods:
 - b. By entering the problem on the Aclara Customer Portal (See Note 1 below);
 - c. Contacting Aclara Customer Support at **1-800-892-9008**; or
 - d. Emailing the problem to support@aclara.com

Note 1: Customer's utilization of the Aclara Customer Portal is the preferred method for Issue notifications.

2. Premier Level. Selection of the Premier level of services provides technical support for Severity 1 and 2 issues, 24 hours per day; seven (7) days per week; 365 days per year. All Severity 1 and 2 notifications submitted between the hours of 6:00 p.m. and 6:30 a.m. Central Time (Monday through Friday, Weekends and Aclara Holidays) must be submitted through the Aclara Customer Portal. If Customer cannot readily access the Aclara Customer Portal, Customer may contact Aclara at the "800" number listed above. Premier Level Customers will receive priority treatment over Base Level Customer when resources are allocated to competing, same-priority issues.
 3. Base Level. Selection of the Base level of services ensures tickets will be processed on the next business day within the normal business hours (6:00 p.m. and 6:30 a.m. Central Time) noted on Schedule 1, Levels of Maintenance Service. If an emergency arises, Aclara does offer support for Issues arising during other than normal business hours at the Time and Material Rates set forth in Schedule B hereto.
- C. Technical Staff. Customer shall be responsible for maintaining sufficient suitably trained technical staff to operate and maintain the System on a day-to-day basis, including backing up the Software and report handling. Aclara training for designated contacts shall be made available to Customer.
- D. Support for Problem Investigation. Customer shall support all reasonable requests by Aclara as may be required in problem investigation and resolution. For troubleshooting purposes, Aclara may need remote system access to Customer's system.

- E. Maintain Current Software Revision. Customer shall install new revisions of defined Software in the production environment within two (2) years of receipt of the Software Revision. Customer shall maintain the required version of the Third Party Licensed Software, if applicable, specified by Aclara for each released Software Revision provided. Aclara Error Corrections will be provided on Aclara's latest release of the Software Revision.
- F. Additional Requirements. Customer is responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and obtain Maintenance Services from Aclara.
- G. Designation of Point of Contact. Customer shall assign an individual or individuals to serve as the designated contact(s) for all communication with Aclara during Issue investigation and resolution.
- H. Discovery of Errors. Upon discovery of an Error, Customer agrees, if requested by Aclara, to submit to Aclara a listing of output and any other data that Aclara may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
- I. Test Environment. If Customer elects to purchase a test environment, Customer should maintain a test copy of the Program and a separate test data base (other than Customer's production database) and shall test all new Software Revisions, Patches, Custom Enhancements, hotfixes and Error Corrections before integrating them into system productions.
- J. Technical Infrastructure Management. Customer shall manage hardware, software, network, storage, database, and peripheral devices for optimal operating performance and availability as required by end users.
- K. Proactive Monitoring. Unless Customer elects to purchase the Supplemental Service "AMI Advanced System Monitoring Service" set forth in Exhibit C-3, Customer shall regularly monitor the hardware, software and infrastructure that support the Software application. Customer shall define system (OS/Oracle) level event logging, notification and escalation procedures, and detect and react to events. Customer shall regularly monitor event logs, server logs, and other debug information generated by the application to proactively identify problems.
- L. Acceptance. On or before ten (10) business days after Aclara's release of a new Custom Enhancement, hotfix or Error Correction that Aclara issues in response to an Error Report, Customer shall test and notify Aclara if there are any problems that need further resolution, or if Customer accepts the solution, Customer shall send such notification to Aclara's e-mail support address. If Aclara receives neither a request for further assistance nor an acceptance of the solution, the solution will be deemed accepted by Customer, and Aclara will have no further obligation to maintain the Software in its earlier form or version. Problems arising from the aforementioned items requiring further resolution will be included as part of this Agreement.
- M. Routine System Management. Customer shall monitor the system logs and database and perform routine system and database management to ensure proper system operation.

SCHEDULE 1
LEVELS OF MAINTENANCE SERVICES

	Base	Premier
Technical Support: <i>Technical Support is available during the hours of 6:30am- 6:00pm Monday-Friday US Central Time, excluding Aclara Holidays and weekends, toll-free at 800-892-9008.</i>	X	
24x7 Technical Support: <i>Technical Support is available between the business hours of 6:30am to 6pm US Central Time by accessing the Aclara Customer Portal (or Toll-free at 800-892-9008, if access to the Customer Portal is not readily available to Customer). On-call technical support is available after 6pm and before 6:30am Central Time 24-hours a day/7 days a week/365 days a year, including Aclara Holidays and weekends. Such after hours support is provided for Severity 1 and 2 issues only. Non Severity 1 or 2 items will be addressed during the standard business hours of 6:30am-6:00pm US Central Time.</i>		X
Target Response Time – Severity 1: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i>	<4 hours	<2 hours
Target Response Time – Severity 2: <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i>	<1 day	<4 hours
Target Response Time – Severity 3: <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i>	<2 days	<6 hours
Target Response Time – Severity 4: <i>There is a problem or issue with no loss of service and no business impact.</i>	<3 business days	<1 business day
Access to Aclara Customer Portal (www.aclara.com): <i>Customer will receive individual user names/passwords to the Aclara Customer Portal, as well as have access to Issue Management Reports for each case generated by Customer.</i>	X	X
Follow-up Aclara Classroom Training. <i>Training is available at Aclara’s facilities as listed on the Aclara Customer Portal. The maximum number of Customer’s employees attending any Classroom Training session is three (3).</i>	Aclara List Price	No Maximum Number of Classes
Aclara Web based E-Learning classes. <i>Certain E-Learning classes are available as listed on the Aclara Customer Portal to an unlimited number of Customer employees per course at the prices listed on the Aclara Customer Portal.</i>	Aclara List Price	No Cost

SCHEDULE 2

TIME AND MATERIAL RATES

Additional Services may be provided at the Customer's request in accordance with the following Time and Material Rates (hereinafter referred to as "Rates"⁵).

Rates:

1. The following Rate categories have been defined for Aclara technical staff:

Professional Services Staff	Hourly Rate	Off-hours hourly rate
Sr. Technical Advisor	\$250	\$375
Program Manager	\$300	\$450
Product Manager	\$300	\$450
Project Manager	\$250	\$375
Field Supervisor	\$180	\$270
Sr. Systems Engineer/Sr. QA	\$250	\$375
Sr. Business Analyst	\$250	\$300
DBA/Application Consultant	\$200	\$300
Systems Engineer/QA/UI	\$200	\$300

3. Rate Adjustments.

The above hourly rates are in U.S. Dollars and are subject to annual adjustment up to five percent (5%).

4. Service Charges.

A. Services will be charged at the applicable Rates as follows:

- 2) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. - 6:00 p.m. Central Time, Monday through Friday, excluding Aclara Holidays.
- 3) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. – 6:00 p.m. Central Time, Monday through Friday excluding Aclara Holidays.

B. If Aclara is requested to travel to the Customer's site to provide Services, the costs and expenses associated with such travel will be borne by Customer and invoiced as set forth below.

- 1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to airfare, lodging, meals, automobile rental, fuel, parking and associated administration fees, and will be charged to Customer on an actual basis.

⁵Rates exclude any applicable taxes and the like.

- 2) Portal to Portal Invoices: Travel time for On-Site Maintenance Services will be invoiced to Customer on a portal-to-portal basis at Aclara's On-Call Hourly Rates.

4. Pre-Purchased Support Hours

- A. Pre-purchased software support hours are a block of hours intended to cover Software issues that are not covered under this Agreement, thereby allowing the Customer added flexibility to utilize Aclara's services without generating a Change Order. Should Customer request services which are not included in this Agreement and desire to utilize the pre-purchased hours, Aclara shall provide the Customer with an estimated number of hours required to resolve such request. The Customer may then advise Aclara either to stop working, sign and fund a Change Order, or use the pre-purchased support hours to resolve the request. Aclara reserves the right to decline the Customer's request, depending on the nature of the request.
- B. Pre-purchased support hours may be purchased at any time during the term of this Agreement. Pre-purchased support hours expire upon termination of this Agreement or within one year after purchase (regardless of use), whichever occurs first.
- C. Pre-purchased software support hours are offered in the following increments and volume discounts:
- | | |
|-----------|---|
| 40 hours | Hourly Rates listed in Section 1 above. |
| 80 hours | 5% discount |
| 120 hours | 10% discount |

Exhibit C-3

Supplemental Services

1. AMI System Monitoring Service

A. Tiered Annual Fees:

Tier 1 (Less than 1,000 endpoints) \$ 2,000.00
Tier 2 (1,001 to 10,000 endpoints) \$ 4,000.00 + \$.22 per endpoint over 1,001
Tier 3 (10,001 to 25,000 endpoints) \$ 6,000.00 + \$.13 per endpoint over 10,001
Tier 4 (25,001 to 50,000 endpoints) \$ 8,000.00 + \$.08 per endpoint over 25,001
Tier 5 (50,001 to 100,000 endpoints) \$10,000.00 + \$.05 per endpoint over 50,001
Tier 6 (Greater than 100,000 endpoints) Please contact Aclara for pricing

- B. Aclara's AMI System Monitoring service is designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the head-end software, and provide health status of your AMI system to minimize system downtime. Aclara will deliver a weekly diagnostic report that will identify issues which could affect the successful operation of your Aclara AMI system. The major components of the system that will be analyzed include:

- Head-end software
- Data Collector Units (DCU)
- Meter Transmitting Units (MTU)
- Field programmers

- C. Aclara's proactive approach is to look for any condition out of the ordinary and will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

- D. Customers will be notified about the issues found, the recommended steps to solve the problem, and the path for any required escalation. Aclara will provide:

- A snapshot of the AMI system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters

- E. The AMI System Monitoring Service requires that Aclara be allowed the following access and functionality:

- Install the required tracking scripts on Customer's head-end system
- Necessary data must be allowed to be passed from Customer's head-end system to Aclara for analysis
- Aclara must have reliable remote connectivity to Customer's System

2. AMI Advanced System Monitoring Service

A. Annual Fee:

- Pricing available upon request

B. Aclara's AMI Advanced System Monitoring service is a near real-time interactive tool designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the head-end software, and provide health status of your AMI system to minimize system downtime. Aclara will enable an interactive dashboard you can access at any time both for viewing summary reports and drilling down into specific details, and also deliver a weekly summary report. Additionally, Aclara will schedule and execute a monthly review call with designated Customer resources to review the state and performance of the network since the last review.

C. The major components of the system that will be analyzed include:

- Head-end software
- Data Collector Units
- Meter Transmitting Units
- Field programmers

D. Not only will the interactive tool and access be made available, but Aclara will proactively monitor your network looking for any condition out of the ordinary. Such conditions will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

E. Customers will be notified about the issues found, recommended steps to solve the problem, and the path for any required escalation. Aclara will provide:

- A snapshot of the AMI system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters

F. The AMI Advanced System Monitoring Service requires that Aclara be allowed the following access and functionality:

- Install the required tracking scripts on Customer's head-end system
- Necessary data must be allowed to be passed from Customer's head-end system to Aclara for analysis
- Aclara must have reliable remote connectivity to Customer's System
- Identified Customer resources and regularly scheduled monthly review session

3. AMI DCU Maintenance Service

A. Tiered Annual Fees:

Tier	DCU (Low End)	DCU (High End)	Price / DCU
Tier 1	1	15	\$ 550.00
Tier 2	16	30	\$ 500.00
Tier 3	31	50	\$ 450.00
Tier 4	50	1000	Call for Pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU.

- B. Aclara's AMI DCU Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty. The Service covers all electronics including the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware, and battery.
- C. The Service does not include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightening damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.
- D. Upon notification from Customer of DCU failure, Aclara will diagnose the DCU. If a failure occurs to a DCU covered under the Agreement, the unit will be repaired or replaced, at Aclara's option, at no additional cost to Customer. If the Customer has entered into a System Monitoring agreement with Aclara, Aclara will normally identify the problem as part of its System Monitoring and will take the necessary steps to resolve the problem. The Customer is responsible for arranging access to DCU sites before Aclara can take action.
- E. Customer's electing the Aclara AMI DCU Maintenance Service must purchase the service for all DCUs in the AMI network; Aclara AMI DCU Maintenance Service may not be purchased on an individual, case-by-case basis.

4. AMI DCU Preventative Maintenance Service

A. Tiered Annual Fees:

- Tier 1 (Less than 15 DCUs) \$ 800.00 per DCU per year
- Tier 2 (16 to 30 DCUs) \$ 750.00 per DCU per year
- Tier 3 (31 to 50 DCUs) \$ 700.00 per DCU per year
- Tier 4 (Greater than 50 DCUs) Please contact Aclara for pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU either during a covered repair or a preventative visit.

- B. Aclara's AMI DCU Preventative Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty, as well as provide periodic on-site maintenance and inspection of all DCUs in a covered deployment (at 5 year intervals from installation).
- C. The service covers all electronics including the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware and battery – excepting the periodic preventative inspection as listed below.
- D. Beyond break/fix as above, this Service encompasses the following preventative maintenance service:
1. At year 5 after installation (and again at year 10 if the coverage is maintained uninterrupted) Aclara will visit all DCUs and perform the following service at each DCU:
 - Document and confirm each DCU's configuration
 - Replace the DCU backup battery
 - Inspect and replace where needed: antennas, antenna cables, and solar panels
 - Inspect mounting hardware: replace as needed (hardware costs are not covered, will be charged on a time and materials basis)
 - Clean and adjust chassis and solar panel
 - Install all outstanding DCU firmware updates and patches
 - Confirm proper DCU functionality after maintenance is completed

Issues beyond the above maintenance items will be escalated to the Utility and Aclara Support for proper resolution

- E. The Service does not include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightning damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior

written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.

- F. Customer's electing the Aclara AMI DCU Preventative Maintenance Service must purchase the service for all DCUs purchased by Customer; Aclara AMI DCU Preventative Maintenance Service may not be purchased on an individual, case-by-case basis and must be maintained uninterrupted from year 2 after DCU installation to be eligible for the 5 year and 10 year inspections.



Quotation

Quote #:
Created Date:
Expiration Date:

Q-18934-1
5/20/2021 9:45 AM
9/30/2021

Aclara

77 West Port Plaza, Suite 500
St. Louis, MO 63146
US
Phone: (800) 297-2728

Bill To

Timothy O'Connor
Willowbrook, Village of (IL)
835 Midway Drive
Willowbrook, IL 60527
US
(630) 397-8559
(708) 452-5350
toconnor@midwest-meter.com

End Customer

Willowbrook, Village of (IL)

Prepared By	Phone	EMAIL	PAYMENT METHOD
Tyler Simpson		tsimpson@hubbell.com	Net 30

3rd Party

Product Description	Part No.	Qty	Net Unit Price	Extended Price
NS Labor	NS-LBR	1	USD 0.00	USD 0.00

DCU Retrofit Kits

Product Description	Part No.	Qty	Net Unit Price	Extended Price
DCU - Retrofit Kit_DCU T-Board Retrofit Kit - Cellular (Water /Gas only)	109-9975T-RTFT	3	USD 4,269.79	USD 12,809.37

Implementation Fees (One-Time)

Product Description	Part No.	Qty	Net Unit Price	Extended Price
AclaraONE -Unified HE -Host Implementation	SW-3010H	1.00	USD 21,000.00	USD 21,000.00

Year 1

Product Description	Part No.	Qty	Price per Endpoint	Extended Price
AclaraONE -Unified HE -Hosted ASP	SW-3010A	2,266	USD 5.68	USD 12,892.30

Sub-Total	USD 46,701.67
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Total	USD 46,701.67
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Notes

TERMS & CONDITIONS

General Note:

This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and certain services that are available on Aclara's website at:

<http://www.aclara.com/terms-and-conditions/>

1. **ADDITIONAL TERMS:**

- Each Line Item will be shipped within the number of weeks staged after receipt of an acceptable order.
2. This quotation is based upon receipt and acceptance of an order by the earlier of the Expiration Date in the upper right or 60-days after the Proposal Date contained herein.
3. Seller shall deliver Equipment to Buyer FCA Seller's Facility or warehouse (Incoterms 2010.) Seller will arrange freight on Buyer's behalf.
4. Buyer shall pay Seller's standard Material Handling charges.
5. Sales tax will be charged unless the customer provides/has provided a valid Sales Tax Exemption or Reseller certificate.
6. Total Extended price shown excludes any applicable Sales Tax.
7. Software subject to 5% annual escalation starting year 2
8. AclaraONE configuration based on total system size as shown above. Final AclaraONE configuration will be determined by working in conjunction with IT staff at the beginning of each contract year and pricing adjusted accordingly for that year. If optional software is selected, a Software License Agreement amendment will be required.
9. **IF BUYER ACCEPTS THIS QUOTE AND WILL ISSUE ACLARA A SEPARATE PURCHASE ORDER BASED THEREON, DO NOT RETURN A SIGNED COPY OF THIS QUOTE.**
RETURNING BOTH A SIGNED QUOTE AND SEPARATE PURCHASE ORDER WILL RESULT IN THE BUYER BEING BILLED FOR TWO ORDERS.

To place an order, please send a signed copy of your Purchase Order referencing this quotation to AclaraSoftwareOrders@Hubbell.com

If there is no Purchase Order, enter N/A in PO Number, your signature, and your Ship To Street Address (P.O. Box not allowed) to acknowledge that this quote form will be used in lieu of PO.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

PO Number *: _____

* Ship To:

Street: _____

City, State Zip: _____

* If there is no purchase order, Ship To address must be entered.

Aclara Confidential / Proprietary Information

Seller's above quote is expressly made conditional on the Buyer's assent to all of the terms and conditions located at <http://www.aclara.com/terms-and-conditions> . By issuing a Purchase Order or Order to Seller based on this Quote, Buyer hereby represents and affirms that it has reviewed and assents to these terms and conditions. ADDITIONAL TERMS CONTAINED ON ANY PURCHASE ORDER ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED TO IN WRITING BY ACLARA (SELLER) and BUYER.

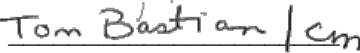
VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL FINANCIAL SERVICES AGREEMENT WITH LAUTERBACH & AMEN, LLP FOR THE FINANCE DEPARTMENT OF THE VILLAGE OF WILLOWBROOK	AGENDA NO. 8. AGENDA DATE: 11/8/2021
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STAFF REVIEW: Sean Halloran, Assistant Village Administrator

SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 
RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: 
REVIEWED & APPROVED BY A COMMITTEE: YES ☐ NO ☐ N/A ☒
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Lauterbach and Amen of Naperville, Illinois, has been supporting Village budget, financial, and accounting services since October 2021. Services were initiated in response to Village staff changes, address department cross-training goals for accounts payable, payroll, and the budget. To respond to recent staff turnovers, staff in the Village Administrator's Office has thoroughly studied the existing structure to determine the best opportunity to deliver services. The primary guiding principles were to reallocate tasks, hire replacement payroll and accounting positions, and increase services to internal and external customers of the Village.

In addition to the accounting, accounts payable, and budget management functions under the current services, the following duties will be performed by the contractor:

1. Payroll
2. Management of the Corporate, Enterprise, and all Revenue Funds
3. Development and Oversight of the Annual Budget
4. Monthly and Quarterly Financial Reporting
5. Submission of the Budget for the Government Finance Officers Associated annual awards program

Lauterbach and Amen have extensive experience in the public sector. Recently, the City of Elmhurst hired Lauterbach and Amen to perform Finance Director and Assistant Finance Director services. Below are the other communities that Lauterbach and Amen serve:

Municipality	Population	Total Expenditures
Elmhurst	45,786	\$ 167,654,468
Glenview	48,705	\$ 175,510,000
Grayslake	21,248	\$ 19,961,571
Vernon Hills	26,850	\$ 39,658,165
Cary	17,826	\$ 19,118,830
Barrington Hills	4,070	\$ 7,197,441
Algonquin	29,700	\$ 75,485,900
Lincolnwood	13,463	\$ 23,529,000
Northfield	5,751	\$ 19,302,528
Lake Bluff	5,616	\$ 21,000,000

Staff requests Village Board approval of a Resolution authorizing execution of a contract for professional services with Lauterbach for financial and accounting services for an annual cost of \$241,200. This is a one-year contract with three one-year contract renewals. To maintain consistency, staff recommends the first year of the contract ends on April 30, 2023.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 21-R-____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF
A PROFESSIONAL FINANCIAL SERVICES AGREEMENT WITH LAUTERBACH &
AMEN, LLP FOR THE FINANCE DEPARTMENT OF THE
VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook, Illinois, (the “Village”) has a need for financial services for its Finance Department as provided by Title 1, Chapter 9 of the Village Code of Ordinances; and

WHEREAS, Lauterbach & Amen, LLP (“L&A”) desires to provide the Financial Services to the Village; and

WHEREAS, L&A has extensive financial experience with local governments in the State of Illinois; and

WHEREAS, the corporate authorities of the Village believe that, due to its experience and skill set, L&A is uniquely qualified to provide Financial Services to the Village; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village contract for professional Financial Services; and

WHEREAS, it is advisable, necessary and in the public interest to contract with L&A to provide the professional Financial Services to the Village and that the Village enter into an agreement to provide for those Financial Services, in substantially the same form of agreement as is attached hereto as Exhibit “A” and made a part hereof.

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

SECTION 1: The corporate authorities hereby determined that it is advisable, necessary and in the public interest that the Village enter into an agreement between the Village and L&A, for the furnishing of professional Financial Services for the Village.

SECTION 2: The Mayor be and is hereby authorized and directed to execute, and the Village Clerk be and is hereby authorized and directed to attest, all on behalf of the Village, an Agreement between the Village and L&A for the furnishing of professional Financial Services for the Village, in substantially the same form of agreement as is attached hereto as Exhibit “A” and made a part hereof.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 8th day of November, 2021 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**PROFESSIONAL FINANCIAL SERVICES AGREEMENT
BY AND BETWEEN
LAUTERBACH & AMEN, LLP
AND THE VILLAGE OF WILLOWBROOK**

**AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND
LAUTERBACH & AMEN, LLP FOR FINANCIAL AND
ACCOUNTING MANAGEMENT SERVICES**

This Agreement (hereinafter, the "Agreement" or the "Contract"), is made and is effective on the date of the later of the respective signatures set forth below by and between the VILLAGE OF WILLOWBROOK (hereinafter referred to as "Village") and Lauterbach & Amen, LLP, an Illinois corporation, with offices at 668 North River Road, Naperville, Illinois 60563 (hereinafter referred to as the "Consultant").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Work:** The Consultant agrees to and shall timely perform and fully complete all of the "Scope of Services" for the Project as set forth in proposals received from the Consultant from time to time (a "Proposal"), which shall be incorporated into and made a part of this Agreement, or other additional general professional financial management services which shall otherwise be agreed to in writing by the Village and the Consultant from time to time (the "Work" or the "Services").
2. **Term and Termination:**
 - a. This Agreement shall be deemed to have commenced on the effective date of this Agreement and shall continue for a period ending on April 30, 2023 (the "Term") or until terminated as hereinafter provided.
 - b. Termination for Cause
 - i. Both the Consultant and Village shall have the right to immediately cancel this Agreement in its entirety in the event of any material breach of the obligations of this Agreement by Village or the Consultant, other than Village's failure to pay the Consultant's invoices in accordance with the provisions of Section 2.
 - ii. The Consultant shall have the right to immediately cancel this Agreement in its entirety in the event Village fails to pay the Consultant's invoices in accordance with the provisions of Section 2 by providing five business days' written notice to Village of its intent to cancel this Agreement pursuant to the provisions of this Section 2.
 - c. Any proper termination by either party during the Term shall eliminate Village's right to exercise its option for the Additional Term.

- d. In the event of termination of this Agreement, the Consultant will remove its Consultants from performing Services from and after the date of termination, however, with respect to current work orders, each Consultant will continue the assignment through the period of time referenced on such order unless it is determined there is a failure to perform the job function required, or the assignment has terminated for other reasons, provided, however, the Consultant may remove its Consultants from assignment at Village prior to completion of assignment if the reason for termination was Village's failure to pay the Consultant in accordance with the provisions of Section 2.

3. General Terms:

- a. During the Term of this Agreement, the Consultant agrees to supply qualified persons, who shall be employees of the Consultant, to provide Village those Services as generally set forth on Exhibit A which is hereby made an integral part of the Agreement.
- b. Village shall designate its Village Administrator as their authorized representative(s) who shall place requests for work and shall manage assignments to the Consultant of the Work.
- c. All Services performed by the Consultant shall be done in conformance with this Agreement, Title 1, Chapter 8 of the Village Code of Ordinances, and the other respective Contract Documents for a particular project, as determined by the Village Administrator within reasonable discretion and/or the corporate authorities of the Village.
- d. During the Term, the Village may place orders with outside contractors for projects, and/or different types of services and activities as needed by Village, and in such cases, Village agrees to provide the Consultant prior written notification of any projects or activities which will overlap with the Services provided by the Consultant. If both the Consultant and one of Village's outside contractors are working on separate tasks simultaneously, Village hereby agrees to cause its outside contractors to work in harmony with L & A's employees so as not to cause any delay by the Consultant completing its Work obligations hereunder. The Consultant shall not be liable for services, work product, deliverables and/or materials provided by a third party to Village, unless the Consultant is responsible for retaining such third-party contractor.
- e. Upon execution of this Agreement, the Consultant shall designate one of its qualified employees as the Consultant's Director of the Services (the "Director"). The Director shall be primarily responsible for communication with the Village's representative, as well as oversight of the services provided to the Village.
- f. The Village shall, at its sole discretion, be entitled to have the Consultant replace any employee of the Consultant assigned to the

Village's Work during the Term of this Agreement, provided that Village may not request more than one (1) such replacement per year, except for cause.

4. Responsibilities of the Consultant:

- a. The Consultant shall provide qualified persons who, in the Consultant's judgment, are best qualified to perform these Services requested by Village, subject to Village's prior approval.
- b. The Village shall provide to the Consultant a copy of the then-current Village Code of Ordinances, Village policies and procedures, along with any amendments to such policies and procedures and the Consultant shall perform the Work in accordance with such policies and procedures and provisions of the Village Code of Ordinances.
- c. The Consultant acknowledges and agrees that certain information (including without limitation all proprietary information and trade secrets of Village) which may or may not be related to the Services to be rendered by the Consultant pursuant to this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by the Consultant, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of the Consultant's performance of the Services hereunder. The Consultant shall comply with the applicable privacy laws and regulations affecting Village and will not disclose any of Village's records, materials or other data to any third party, other than its attorneys or individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure or unless required to do so by law. The Consultant shall not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from Village without the prior written approval of Village, other than to its attorneys or other individuals within the Consultant related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the Consultant shall be furnished to Village without charge.
- d. The Consultant shall attend assigned orientation meetings regarding procedures and expectations of Village relating to the Services provided by Consultant to the best of their ability.
- e. As reasonably requested by Village, but in no event more frequently than bi-weekly, the Consultant will provide Village with status reports of the Services rendered and work orders hereunder. Consultants will provide such reports and information as Village may require from time to time relating to the Consultant's performance under this Agreement.
- f. The Consultant shall fill requests for skill levels only and not

individuals. Should the Village become dissatisfied with the performance of an employee of the Consultant assigned to provide Services to the Village, Village shall notify the Consultant with details of the unsatisfactory performance and the Consultant shall replace that person as soon as reasonably practical but not later than thirty (30) business days following Village's request. Each year of the Agreement, there can be only one request to remove an employee of the Consultant, either by Village or the Consultant. It is the parties' desire to provide the best possible climate for achievement of the goals of both parties. In order to maintain an atmosphere where these goals can be accomplished, the parties recognize and agree that communications will be open so that problems can be discussed and resolved in a mutually respectful atmosphere taking into account individual circumstances and the individual employee of the Consultant. The parties believe that by communicating with each other, any difficulties that may arise will be resolved.

5. Payment:

- a. Village shall pay the Consultant for Services rendered by employee(s) of the Consultant in accordance with the pricing set forth in Exhibit B. Requests for services and/or activities which are not set forth in the attachments shall be accompanied by a written description of the project and/or the type of services and activities needed by Village ("work order"). The Consultant shall provide appropriate employee(s) of the Consultant to staff work order requests at the request of Village, but failure to do so shall not be considered a default of the Agreement. Any such work order shall be in writing and signed and dated by the Consultant and Village Administrator. The pricing agreed upon the parties in Exhibit B, as well as in a work order, is confidential and proprietary to the Consultant and Village, and, except as required by law including, but not limited to, the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*) or to inform its legal and/or financial advisors, neither party will divulge or disclose the pricing or billing rates without the prior express written permission of the other.
- b. The Consultant agrees to and shall prepare and submit invoices to the Village on a monthly basis and shall itemize and document the time/hours expended on each project as the Work is completed to date by the Consultant.
- c. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*) (the "Act"). The Village complies with the Act, which states that any bills approved for payment shall be paid within thirty (30) days after date of approval of the invoice by the Corporate Authorities of the Village, and the Consultant and the Village agree that payment to the Consultant for Services rendered

shall be made pursuant to the provisions of the Act. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, is or are defective, deficient, or not in conformance with the Contract Document s.

- d. The Consultant shall keep and maintain records in sufficient detail regarding the cost of Services, as well as the time spent on Services by the employee(s) of the Consultant and/or Consultant's subconsultants. The Consultant shall make these records available to Village on a monthly basis via electronic transmission, or otherwise upon request by Village.
- e. Payment by Village shall not be a waiver of Village's right to audit, inspect and copy the Consultant's records, nor shall Village's payment or the Consultant's acceptance of payment waive any disputes between Village and the Consultant, including, without limitation, any disputes as to the correctness of the Consultant's invoices, the amount due to the Consultant, or the Services rendered by the Consultant under this Agreement. The Consultant's compensation shall be subject to final audit and adjustment by Village; however, Village shall notify the Consultant of a dispute as to the correctness of the Consultant invoice within ninety (90) days of Village's receipt of said invoice. If Village does not so notify the Consultant, then Village shall be deemed to have waived any such dispute.

- 6. **Relationship to the Parties:** It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
- 7. **Nonassignability:** The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
- 8. **Confidential Information:** Each party warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide confidential or proprietary information of the other party to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply

with applicable State or Federal laws, including the Illinois Freedom of Information Act, which is applicable to the records of the Village as a public entity. The provisions of this Paragraph 8 shall survive any termination of the Contract.

9. **No Conflicts of Interest:** The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
10. **Compliance with Laws:** The Consultant shall comply with all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper withholding and submission of social security and income taxes and any other laws, which subsequently become applicable to the Consultant, in performance under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of this Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor ("IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
11. **Equal Employment Opportunity:** The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4.
12. **Certifications:** By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant complies in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); and (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act

13. Consultant's Representations and Warranties:

- a. The Consultant hereby represents and warrants to and covenants with Village as of the date hereof and throughout the term of this Agreement that it has the capacity and ability to complete the Services hereunder in conformance with the terms of this Agreement, and will perform the Services in a good and workmanlike manner.
- b. To the best of its actual knowledge, the Consultant is familiar with the requirements of the Services and this Agreement and has the necessary skill, financial resources and personnel to successfully complete the Services under this Agreement.
- c. The Consultant shall perform the Services in accordance with Generally Accepted Accounting Principles (GAAP), the Governmental Accounting Services Board (GASB) guidelines, Village's governing documents (including but not limited to the Water Purchase and Sale Agreement, other Village Agreements, Village Financial Policies, Village Bond and/or Borrowing Ordinances, and other Village ordinances and/or resolutions).
- d. The Consultant will not receive compensation from any vendor who contracts with Village to provide accounting and/or financial services, equipment, hardware and/or software.
- e. As of the date of the execution of this Agreement, the Consultant is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the services required and perform the obligations hereunder and will promptly give to Village written notice of any material adverse change in the financial condition of the Consultant.
- f. The Consultant is authorized to do business in the State of Illinois. The Consultant represents and warrants that *it* is a company which is duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.
- g. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the Consultant to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of the Consultant is duly authorized to do so and this Agreement is a legal, valid and binding obligation of each and all of the owners, shareholders, officers, managers or members of the Consultant, enforceable against them in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.
- h. Except only for those representations, statements or promises

expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever by Village, its officials, agents, or employees has induced the Consultant to enter into this Agreement or has been relied upon by the Consultant.

- i. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by the Consultant which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of this Agreement, the Consultant has not received notice, or has a reasonable basis for believing that the Consultant or any of its members, shareholders, associates, officers, managers or employees are subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicted on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.
- j. No information, certificate of an officer, statement furnished in writing, or report delivered to Village by the Consultant, to the knowledge of the Consultant, contains any untrue statement of a material fact or omits a material fact relevant to the information, certificate, statement, or report.
- k. This Agreement constitutes a valid, legal and binding obligation of the Consultant, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.
- l. The Consultant shall provide prompt notice to the Village whenever any of the representations or warranties contained in this Agreement ceases to be true or correct.

14. Village's Representations and Warranties:

- a. All necessary corporate, regulatory or other similar action has been taken to authorize and empower the Village to execute, deliver and perform this Agreement.
- b. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Village which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of this Agreement, Village has not received notice, or has a reasonable basis for believing that Village or any of its officers, managers or employees are the subject of any criminal action, complaint or investigation

pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.

- c. The Village warrants that it shall be responsible for providing office space for Consultant's assigned employees at Village's facilities. Consultant and those employees of the Consultant assigned to perform the Services for the Village shall be entitled to use Village-owned computers and office equipment, as necessary.
- d. The Village represents that it shall provide Consultants training sessions for Village specific software or equipment: routine upgrades, new modules or functionality changes as a result of a business process change, that are typically scheduled for larger groups of staff.

15. Miscellaneous:

- a. This Agreement shall be binding upon and insure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- b. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- c. The terms of this Agreement shall be constructed and take effect in all respects in accordance with the laws of the State of Illinois. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of DuPage County, Illinois.
- d. The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- e. Any and all analyses, reports, plans, specifications, synopses, estimates, memoranda, tables, charts, source code or any other code, inventions, ideas, products, trade secrets, hardware, software (including, but not limited to, enhancements and derivative works), and other materials, including all documents on electronic and magnetic storage media, prepared pursuant to this Agreement shall become the property of Village.
- f. In the performance of this Agreement, each party agrees to comply with all the applicable laws, rules and regulations.
- g. The terms of this Agreement are separate and divisible. A conclusion of law that one or more provisions are void or voidable will not void the entire Agreement. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

- h. The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- i. This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- j. In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- k. No waiver of a breach of any provision of this Agreement shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.
- l. Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement, and this Agreement shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- m. Neither party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, insurrection, fire, flood, tornado, natural calamity, strike or other labor activities, or because of any law or government regulation, then that party shall be excused from such performance to the extent of the "force majeure." The party so affected shall give prompt notice to the other party, by any method appropriate under the circumstances. The party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this Agreement when such causes are removed.
- n. This Agreement and Exhibits A, B and C which are attached hereto and thereby made a part hereof constitute the entire Agreement between the parties and shall supersede any prior understandings, arrangements or agreements whether in writing or oral. This Agreement embodies the entire Agreement between the parties hereto. Any amendment or modification or other change in the provisions of this Agreement must be made in writing and signed by both parties to be effective.
- o. The headings and titles used herein are for convenience only and shall

not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

16. Insurance: Insurance requirements for this Agreement are set forth on Exhibit C of this Agreement.

17. Indemnity

- a. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, any claims or amount recovered by reason of any infringement of any patent, trademark or copyright, suits, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and costs), which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of any negligence by the Consultant, its employees, or subconsultants in connection with the performance of the Work, except to the extent caused by the Village, its elected and appointed officials, employees or agents. Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising in connection with the Consultant's defense and indemnification obligations under this Agreement, and, if any judgment shall be rendered against the Village, its elected and/or appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same to the extent required by Consultant's indemnification obligations under this Agreement.
- b. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Agreement, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- c. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Agreement with respect to a specific project, such funds payable to Consultant with respect to such project may be retained by the Village to protect itself against any claims, suits, or judgments which have been asserted against the Village in connection with such project until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the reasonable satisfaction of the Village. For the avoidance of doubt, the Village acknowledges and agrees that it shall not be entitled to withhold, retain, or set-off funds due with respect to a project unrelated to the applicable claim, suit, or judgment.
- d. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to

indemnify, defend, and hold harmless the Consultant, its subcontractors, and each of their respective officers, directors, employees, representatives and agents from and against all injuries, deaths, loss, damages, claims, patent claims, any claims or amount recovered by reason of any infringement of any patent, trademark or copyright, suits, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and costs), to the extent caused by the negligent acts of the Village and/or any of its elected or appointed officials, officers, trustees, employees, representatives, or agents. The Village shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising in connection with the Village's defense and indemnification obligations under this Agreement, and, if any judgment shall be rendered against the Consultant, its officers, directors, employees or agents, in any such action, the Village shall, at its own expense, satisfy and discharge the same to the extent required by the Village's indemnification obligations under this Agreement.

- e. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees, representatives, and/or agents.
- f. The provisions of this Paragraph 17 shall survive any termination of the Contract.

- 18. Notices:** Any notices or demands, which may be or are required, to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (a) by hand delivery; or (b) by United States certified mail, postage prepaid addressed to the Consultant or the Village, respectively, at the following addresses, or at such other place as the Consultant or the Village may from time to time designate in writing:

If to Village: The Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois 60527, Attn: Village Administrator.

With a copy to: Storino, Ramello & Durkin, 9501 W. Devon Avenue, 8th Floor, Rosemont, Illinois 60018, Attn: Thomas M. Bastian.

If to the Consultant: Lauterbach & Amen, LLP, 668 North River Road, Naperville, Illinois 60563, Attn: Ron Amen, Partner

All notices, demands and payments will be deemed to be received: (i) if given by hand delivery, when delivered in person; or (ii) if given by certified mail, four business days after deposit in the United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date of the last party to execute this Agreement as set forth below.

**THE VILLAGE OF WILLOWBROOK,
an Illinois Municipal Corporation**

By: _____
Frank A. Trilla, Mayor

Date _____

ATTEST:

Deborah A. Hahn, Village Clerk

Date _____

**LAUTERBACH & AMEN, LLP
an Illinois limited partnership**

By: _____

an Authorized Agent

Date _____

Exhibit A

Professional Services

Services include Finance Director and Finance Analyst job duties and are generally described below, but are not limited to the following:

[Duties to be described further]

1. Review and reconcile Accounts Receivables
2. Payroll processing
 - a. Review biweekly payroll process by department staff
 - b. Make employee, pay and benefits adjustments as needed
 - c. Record payroll to the general ledger
 - d. Process payroll deduction checks for retirement contributions, 457 contributions, and union dues.
4. Monthly accounting activities
 - a. Bank reconciliations
 - b. Prepare and post all adjusting journal entries
 - c. Cash receipts review
5. Police Pension accounting activities
6. Year-End Audit Preparation and Support
 - a. Preparation of the CAFR.
 - b. Filing and maintenance of all necessary documents required in the audit.
7. Bond/Debt Accounting and Compliance
8. Assist in Cash Investment Oversight and Management
9. Banking Services
 - a. Periodically review relationships with banks to ensure adherence to best practices and use of beneficial products and services.
10. Prepare Monthly Treasurer's Report and Financial Statements
11. Prepare Annual Treasurer's Report for publication in the newspaper.
12. Prepare Property Tax Abatement and Appropriation Ordinances
13. Periodically review financial processes, policies and procedures.

Exhibit B
Cost of Services

The costs for the services provided by L & A will be arranged between the Village and Lauterbach & Amen, LLP and will be billed \$20,100 per month beginning November 1, 2021, through April 30, 2023. This Agreement may be terminated by either party upon sixty (60) days written notice to the other.

Exhibit C Insurance

Prior to Commencement of Work:

a. Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Exhibit C, and all such insurance coverage has been obtained and approved by the Village Administrator, or his designee.

b. Minimum Scope of Insurance: Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Willowbrook and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 2D 01

04. A Completed Operations Endorsement (CG 20 37 0413) is also required.

Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

a. Commercial General Liability:

- i. \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- ii. The Village of Willowbrook, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work,

including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Willowbrook and its officers, officials, employees, agents and/or volunteers.

- iii. The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Willowbrook and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Willowbrook and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - iv. Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Willowbrook and/or its officers, officials, employees, agents and/or its volunteers.
 - v. The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant'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.
 - vi. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required 'to name the "Village of Willowbrook, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - vii. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- b. ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - c. Workers' Compensation Insurance: Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Willowbrook,

its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

Professional Liability:

- a. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- b. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section II(a)(i) of this Exhibit C above, then a \$1,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

All Coverages:

- a. No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - i. Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - ii. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- b. Each insurance policy required shall have the Village of Willowbrook expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- c. When requested by the Village Administrator, or his designee, Consultant shall promptly provide copies of the insurance policies required by this

Agreement for review and approval by the Village Administrator, or his designee.

Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

Verification of Coverage: Consultant shall furnish the Village of Willowbrook with certificates of insurance naming the "Village of Willowbrook, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Administrator, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 - Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

Liability: Consultant acknowledges that it shall be liable for all injury to or death of a person or persons, including employees of the Consultant and any subconsultant, supplier, or any other person, and all damage to property of any person or persons, to the extent caused by Consultant and as otherwise determined under applicable law, and that the insurance coverage limits required by this Agreement shall not be deemed to be a limitation on Consultant's liability.

Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by: (1) allowing the Work to commence by the Consultant or

any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village.

Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

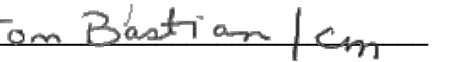
Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Exhibit C, the more

expansive and higher standard, in terms of type and amount of coverage, shall govern.

VILLAGE OF WILLOWBROOK**BOARD MEETING****AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
 DETERMINING THE LOWEST RESPONSIBLE BIDDER AND
 AWARDED A CONTRACT TO UNIQUE PLUMBING COMPANY,
 INC. FOR WATER SERVICE INSTALLATION AT 825 MIDWAY
 DRIVE, WILLOWBROOK, ILLINOIS

AGENDA NO. 9.**AGENDA DATE:** 11/8/2021**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES ☐ N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village Board approved a contract with Engineering Solutions on July 12, 2021, for Owner's Representative services. Since July, staff has worked with Engineering Solutions, Novotny Engineering and the Village architect, Nick Batistich, preparing preliminary design and bid specifications for internal and external site improvements.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The Village's civil engineer, Novotny Engineering, for the Community Resource Center project has evaluated the external site improvements and has recommended an upgraded water service into the building. On October 21, 2021, the Village released a Request for Bids (RFB) that includes the construction of a new 6" ductile iron water service, including water main in trench, casing pipe directionally bored, valve installation, restoration of all disturbed surfaces and all appurtenant construction for a complete improvement.

On November 1, 2021, staff opened up two bids. Below are the prices and contractors for this project:

Company Name	Cost
John Neri Construction	\$83,127.50
Unique Plumbing	\$80,410.50

After a review of the bid and the contractor's references, staff is recommending a contract award to Unique Plumbing of Brookfield, Illinois at a cost not-to-exceed of \$80,410.50.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 21-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE
LOWEST RESPONSIBLE BIDDER AND AWARDED A CONTRACT
TO UNIQUE PLUMBING COMPANY, INC. FOR WATER SERVICE
INSTALLATION AT 825 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS**

WHEREAS, the Village of Willowbrook (the “Village”) publicly advertised, in the manner prescribed by law, for sealed bids for water service installation at 825 Midway Drive in the Village (the “Project”); and

WHEREAS, the sealed bids received were publicly opened, examined and declared by officials of the Village on November 1, 2021 at 2:00 p.m.; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder for water service installation at 825 Midway Drive in the Village is Unique Plumbing Company, Inc., at a price not to exceed Eighty Thousand Four Hundred Ten and 50/100 Dollars and (\$80,410.50).

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

SECTION 1: Recitals.

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

SECTION 2: Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village of Willowbrook do hereby find Unique Plumbing Company, Inc. to be the lowest responsible bidder for water service installation at 825 Midway Drive, Willowbrook, Illinois, as set forth in its bid.

SECTION 3: Award of Contract.

Unique Plumbing Company, Inc. is hereby awarded the contract for the afore-referenced water service installation as bid for the Project at a cost not to exceed Eighty Thousand Four Hundred Ten and 50/100 Dollars and (\$80,410.50), as set forth in its bid proposal subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents for the project, all on behalf of the Village of Willowbrook. A copy of said contract is attached hereto as Exhibit “A” and expressly made a part hereof.

SECTION 5: Effective Date.

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

PASSED and APPROVED this 8th day of November, 2021 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 FOR WATER SERVICE INSTALLATION AT
825 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS**

VILLAGE OF WILLOWBROOK DuPAGE COUNTY, ILLINOIS

NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL
CONTRACT
CONTRACT BOND

FOR

825 MIDWAY DRIVE
PROPOSED WATER SERVICE

Prepared By:

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

Project No. 21351

October 2021

THE
CONTRACT
FOR
THE
CONSTRUCTION
OF

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SECTION</u>
TABLE OF CONTENTS	A
NOTICE TO CONTRACTORS	B
SPECIAL PROVISIONS	C
PROPOSAL	D
CONTRACT	E
CONTRACT BOND	F

<h1 style="text-align: center;">NOTICE TO CONTRACTORS</h1>	Owner: VILLAGE OF WILLOWBROOK
	Township: DOWNERS GROVE
	County: DuPAGE
	Project No. 21351

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, IL 60527.** Sealed Proposals will be received until **2 p.m., on the 1st day of November, 2021,** and will be publicly opened and read at that time.

II. DESCRIPTION OF WORK:

The proposed work is officially known as:

825 MIDWAY DRIVE
PROPOSED WATER SERVICE

and includes the construction of a new 6" ductile iron water service, including water main in trench, casing pipe directionally bored, valve installation, restoration of all disturbed surfaces and all appurtenant construction for a complete improvement.

III. INSTRUCTIONS TO BIDDERS:

- A. All applicable work will be in conformance with the "Standard Specifications for Water and Sewer Main Construction in Illinois, dated 2014, and portions of the "Standard Specifications for Road and Bridge Construction", dated April 1, 2016.
- 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 \$30.00. 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

PAGES C-1 to C-63

<u>Title</u>	<u>Page</u>
ALTERNATE BID ITEMS	63
BDE SPECIAL PROVISIONS.....	27
COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT	49
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)	29
CORE EXISTING FOUNDATION	36
DETECTABLE WARNINGS (SPECIAL)	51
DUPAGE COUNTY PREVAILING WAGE RATES	21
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT	60
ENCASING PIPE IN TRENCH, PVC SDR 26, 10.....	42
EXECUTION AND PROSECUTION OF THE CONTRACT.....	31
GATE VALVES.....	34
HDPE ENCASING PIPE, DIRECTIONALLY BORED.....	41
INSTALL CORPORATION	33
INSURANCE PROVISIONS.....	15
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS CHECK SHEET	26
LONGITUDINAL CURB EXPANSION JOINT	47
MECHANICAL JOINT BOLTS	45
PIPE FITTINGS (MECHANICAL JOINTS), DUCTILE IRON.....	43
PORTLAND CEMENT CONCRETE SIDEWALK, 5"	50
PRESSURE CONNECTIONS.....	32
PROTECTIVE COAT ON ALL CONCRETE SURFACES.....	48
RECURRING SPECIAL PROVISIONS CHECK SHEET.....	25
RETAINER GLANDS.....	44
SELECTED GRANULAR BACKFILL, COMPACTED (CA-6)	46
SERVICE RISER WITH CAP	37
SIDEWALK REMOVAL	50
SODDING, SPECIAL	57
STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN IL.....	3
STATEMENT OF EXPERIENCE REQUIREMENT	1
SUBMITTING BID DOCUMENTS.....	2
SUPPLEMENTAL SPECIFICATIONS & RECURRING SPECIAL PROVISIONS	23
TEMPORARY PAVEMENT, 2"	52
TOPSOIL FURNISH AND PLACE, 4"	56
TRAFFIC CONTROL AND PROTECTION.....	58
UNCONTAMINATED SOIL CERTIFICATION.....	59
VALVE BOX, CAST IRON, 6"	35
WATER MAIN AUGERED IN PLACE, DUCTILE IRON	38
WATER MAIN IN ENCASING PIPE, DUCTILE IRON.....	38
WATER MAIN IN TRENCH, DUCTILE IRON.....	38

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 Water and Sewer Main Construction in Illinois", dated 2014, shall govern all construction associated with this project except that Division 1 of those Specifications dealing with the "General Requirements and Covenants" shall not apply. The "General Requirements and Covenants" that shall apply will be Section 100 of the latest edition of the "Standard Specifications for Road and Bridge Construction" as prepared by the State of Illinois, Department of Transportation. Portions of the latter Specifications may apply to certain items of construction and are indicated in various portions of the Special Provisions as applicable.

In addition, the "Standard Drawings" included in the "Standard Specifications for Water and Sewer Main Construction in Illinois" shall be considered as part of the Contract Plans included in the Contract Documents for this improvement.

The following special provisions supplement these Specifications, and in case of conflict, the special provisions shall take precedence and 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 is 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 ground 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.

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, Frank Novotny & Associates, Inc. dba 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 under utilization;
- (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 fifteen (15) 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 fifteen (15) 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 ten (10) 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.

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.

GUARANTEE OF WORK: Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the Engineer, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

To insure compliance with this provision, the Contract Bond shall remain in effect for a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate.

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the Contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

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

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

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

The Contractor shall contact **J.U.L.I.E. (1-800-892-0123)** at least 72 hours prior to commencement of work, for public utility locations. The Contractor shall also contact the Water Department of the Owner for location of their facilities, the Department of Public Works of the Owner for location of

street lighting cable and sanitary sewers, and the Sanitary District, County, or local Water Commission for location of their facilities if not serviced by a municipal system. In areas on or adjacent to State or County highways, the Contractor shall notify the Electrical Department of the appropriate agency for location of traffic signal equipment. Any cost incurred for the locating of electric or traffic control facilities shall be borne by the Contractor, and no extra compensation shall be allowed.

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

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

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

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

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

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

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

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

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

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

Contractor's attention is directed to Section 406.07(c) of the Standard Specifications. 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.

WORKING DAYS: The first sentence of the second paragraph of Section 108.04 of the Standard Specifications for Road and Bridge Construction shall be revised to define a working day as follows:

"A working day shall be defined as any calendar day between January 1 and December 31, inclusive, except Saturday, Sunday, and legal Holidays in Illinois."

This article is not intended to imply that working days will be charged during periods when weather conditions do not permit the construction of controlling items in the Contract. Weather conditions, or specific construction requirements as outlined in the Specifications, will govern over controlling items and in case of dispute or clarification, will be agreed upon in writing, prior to the time of actual construction.

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.

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. 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.

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(SAMPLE)

CONTRACT

1. **THIS AGREEMENT**, made and concluded the _____ day of _____, 2021, 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 **825 MIDWAY DRIVE PROPOSED WATER SERVICE**, 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

By _____
Deborah A. Hahn, Clerk Title Frank A. Trilla, Mayor

(S E A L)

Party of the Second Part

(If a Corporation)

Corporate
Name _____

By _____
President

(If a Co-Partnership)

(SEAL)

(SEAL)

Partners doing Business under the name
of _____

(If an Individual)

(SEAL)

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 _____, 2021.

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 _____, 2021.

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2021.

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS

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

Hold Harmless Provisions

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

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

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

Man.6(No OCP)
08/2012

INSURANCE PROVISIONS, Cont'd.

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

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

Insurance

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

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

A. Minimum Limits of Insurance

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

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS, Cont'd.

1. Contractors-
Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING shall be named as Additional Insureds on a Primary Non-Contributory basis. All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any "XCU Exclusions" shall be deleted.

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

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING.

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

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

Insurance under Parts 5, 6 and 7 below will be required if indicated by an "X".

- ☐ 5. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

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

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

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

B. Contractor's Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

E. Verification of Coverage

1. Contractor's Insurance:

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

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

F. Subcontractors

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

Basis of Payment: This work will not be paid for separately, but shall be considered incidental to the Contract. All insurance shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications. Failure to procure and maintain the required insurance coverage shall be considered a breach of Contract.

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	AUTOMOBILE LIABILITY CA0001 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> <input type="checkbox"/>			POLICY NUMBER	POLICY START DATE	POLICY END DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																																							
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	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED Y / N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Other	N/A		POLICY NUMBER	POLICY START DATE	POLICY END DATE	<table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/></td> <td>WC STATUTORY LIMITS</td> <td><input type="checkbox"/></td> <td>OTHER</td> </tr> </table> E.L. EACH ACCIDENT \$ 1,000 E.L. DISEASE- EA EMPLOYEE \$ 1,000 E.L. DISEASE-POLICY LIMIT \$ 1,000	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER																																			
<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER																																											
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS OWNER: <u>VILLAGE OF WILLOWBROOK</u> PROJECT DESCRIPTION: <u>825 MIDWAY DRIVE, WILLOWBROOK, IL</u> "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).																																														
<table style="width: 100%;"> <tr> <td style="width: 50%;">CERTIFICATE HOLDER <input checked="" type="checkbox"/> Additional Insured, Insurer Letter:</td> <td style="width: 50%;">CANCELLATION</td> </tr> <tr> <td> OWNER (Including its officials, employees and volunteers) and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING (Including its agents and employees) </td> <td> 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 </td> </tr> </table>								CERTIFICATE HOLDER <input checked="" type="checkbox"/> Additional Insured, Insurer Letter:	CANCELLATION	OWNER (Including its officials, employees and volunteers) and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING (Including its agents and employees)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																																			
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DuPage County Prevailing Wage Rates posted on 10/04/2021

						Overtime									
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	
ASBESTOS ABT-GEN	All	ALL		44.40	45.40	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90		
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82		
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40		
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03		
CARPENTER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79		
CEMENT MASON	All	ALL		47.50	49.50	2.0	1.5	2.0	2.0	16.75	20.74	0.00	1.00		
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94		
COMMUNICATION TECHNICIAN	All	BLD		34.71	37.51	1.5	1.5	2.0	2.0	12.85	23.75	3.20	0.68	0.10	
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38	
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06	
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66	
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10	
ELECTRICIAN	All	BLD		41.83	46.08	1.5	1.5	2.0	2.0	12.85	27.00	6.85	0.85	0.10	
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64		
FENCE ERECTOR	NE	ALL		45.67	47.67	1.5	1.5	2.0	2.0	13.68	16.39	0.00	0.65		
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		
GLAZIER	All	BLD		47.73	49.23	1.5	2.0	2.0	2.0	14.99	23.42	0.00	1.43		
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82		
IRON WORKER	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44		
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90		
LATHER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79		
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47		
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93		
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02		
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90		
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90		
MILLWRIGHT	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79		
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40		
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40		
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40		

OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	6	54.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	7	56.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
ORNAMENTAL IRON WORKER	E	ALL		52.13	54.63	2.0	2.0	2.0	2.0	14.23	23.99	0.00	1.25	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		49.30	51.30	1.5	1.5	1.5	2.0	19.08	4.15	0.00	1.10	
PAINTER - SIGNS	All	BLD		40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIIVER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92	
PLASTERER	All	BLD		48.60	51.52	1.5	1.5	2.0	2.0	11.70	20.98	0.00	1.02	
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.23	13.91	0.00	0.91	
SHEETMETAL WORKER	All	BLD		51.83	54.42	1.5	1.5	2.0	2.0	11.22	19.08	0.00	1.45	2.46
SPRINKLER FITTER	All	BLD		51.75	54.50	1.5	1.5	2.0	2.0	13.90	17.00	0.00	0.75	
STEEL ERECTOR	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	16.64	0.00	0.97	
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00	
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02	
TRAFFIC SAFETY WORKER	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRUCK DRIVER	All	ALL	1	40.06	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	2	40.21	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	3	40.41	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	4	40.61	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TUCKPOINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

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 4-1-16) (Revised 1-1-21)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
106 Control of Materials.....	1
107 Legal Regulations and Responsibility to Public	2
109 Measurement and Payment.....	3
205 Embankment.....	4
403 Bituminous Surface Treatment (Class A-1, A-2, A-3)	5
404 Micro-Surfacing and Slurry Sealing	6
405 Cape Seal	17
406 Hot-Mix Asphalt Binder and Surface Course	27
420 Portland Cement Concrete Pavement.....	28
424 Portland Cement Concrete Sidewalk.....	30
442 Pavement Patching	31
502 Excavation for Structures	32
503 Concrete Structures	35
504 Precast Concrete Structures.....	38
505 Steel Structures.....	40
506 Cleaning and Painting New Steel Structures	41
511 Slope Wall	42
522 Retaining Walls	44
542 Pipe Culverts.....	45
586 Sand Backfill for Vaulted Abutments	46
602 Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction.....	48
603 Adjusting Frames and Grates of Drainage and Utility Structures	49
630 Steel Plate Beam Guardrail.....	50
631 Traffic Barrier Terminals.....	53
670 Engineer's Field Office and Laboratory	54
701 Work Zone Traffic Control and Protection.....	55
704 Temporary Concrete Barrier.....	58
780 Pavement Striping	60
781 Raised Reflective Pavement Markers	61
783 Pavement Marking and Marker Removal.....	62
888 Pedestrian Push-Button	64
1001 Cement.....	65
1003 Fine Aggregates	66
1004 Coarse Aggregates.....	67
1006 Metals	70
1008 Structural Steel Coatings.....	73
1020 Portland Cement Concrete.....	77
1043 Adjusting Rings.....	79

1050	Poured Joint Sealers	81
1069	Pole and Tower	83
1077	Post and Foundation	84
1083	Elastomeric Bearings.....	85
1095	Pavement Markings.....	86
1096	Pavement Markers	87
1101	General Equipment	88
1102	Hot-Mix Asphalt Equipment	89
1103	Portland Cement Concrete Equipment	91
1105	Pavement Marking Equipment	93
1106	Work Zone Traffic Control Devices	95



The following Recurring Special Provisions indicated by an “X” are applicable to this contract and are included by reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	97
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	100
3	<input checked="" type="checkbox"/> EEO	101
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	111
5	<input type="checkbox"/> Required Provisions - State Contracts	116
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	122
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	123
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	124
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	125
10	<input type="checkbox"/> Construction Layout Stakes	128
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	131
12	<input type="checkbox"/> Subsealing of Concrete Pavements	133
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	137
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	139
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	140
16	<input type="checkbox"/> Polymer Concrete	142
17	<input type="checkbox"/> PVC Pipeliner	144
18	<input type="checkbox"/> Bicycle Racks	145
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	147
20	<input type="checkbox"/> Work Zone Public Information Signs	149
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	150
22	<input type="checkbox"/> English Substitution of Metric Bolts	151
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	152
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	153
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	161
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	177
27	<input type="checkbox"/> Reserved	179
28	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment (A-1)	180
29	<input type="checkbox"/> Reserved	186
30	<input type="checkbox"/> Reserved	187
31	<input type="checkbox"/> Reserved	188
32	<input type="checkbox"/> Temporary Raised Pavement Markers	189
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	190
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	193
35	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	197
36	<input type="checkbox"/> Longitudinal Joint and Crack Patching	200
37	<input type="checkbox"/> Concrete Mix Design – Department Provided	202

The following Local Roads and Streets Recurring Special Provisions indicated by an “X” are applicable to this contract and are included by reference.

Local Roads and Streets Recurring Special Provisions

<u>Check Sheet #</u>			<u>Page No.</u>
LRS 1		Reserved.....	204
LRS 2	<input type="checkbox"/>	Furnished Excavation	205
LRS 3	<input checked="" type="checkbox"/>	Work Zone Traffic Control Surveillance.....	206
LRS 4	<input checked="" type="checkbox"/>	Flaggers in Work Zones	207
LRS 5	<input checked="" type="checkbox"/>	Contract Claims	208
LRS 6	<input checked="" type="checkbox"/>	Bidding Requirements and Conditions for Contract Proposals	209
LRS 7	<input type="checkbox"/>	Bidding Requirements and Conditions for Material Proposals	215
LRS 8		Reserved.....	221
LRS 9	<input type="checkbox"/>	Bituminous Surface Treatments	222
LRS 10		Reserved.....	223
LRS 11	<input checked="" type="checkbox"/>	Employment Practices.....	224
LRS 12	<input checked="" type="checkbox"/>	Wages of Employees on Public Works	226
LRS 13	<input checked="" type="checkbox"/>	Selection of Labor.....	228
LRS 14	<input type="checkbox"/>	Paving Brick and Concrete Paver Pavements and Sidewalks	229
LRS 15	<input checked="" type="checkbox"/>	Partial Payments.....	232
LRS 16	<input checked="" type="checkbox"/>	Protests on Local Lettings	233
LRS 17	<input checked="" type="checkbox"/>	Substance Abuse Prevention Program	234
LRS 18	<input type="checkbox"/>	Multigrade Cold Mix Asphalt	235

BDE SPECIAL PROVISIONS
For the November 5, 2021 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 BD&E. An * indicates a new or revised special provision for the letting.

File Name	#	Special Provision Title	Effective	Revised
80099	1	Accessible Pedestrian Signals (APS)	April 1, 2003	April 1, 2020
80274	2	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	
80436	6	Blended Finely Divided Minerals	April 1, 2021	
80241	7	Bridge Demolition Debris	July 1, 2009	
50261	8	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	9	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	10	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	11	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80425	12	Cape Seal	Jan. 1, 2020	Jan 1, 2021
80384	13	Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	14	Completion Date (via calendar day)	Aug. 1, 2008	
80199	15	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	16	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	17	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	18	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80387	19	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
80434	20	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	21	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80402	22	Disposal Fees	Nov. 1, 2018	
80378	23	Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
80421	24	Electric Service Installation	Jan. 1, 2020	
80415	25	Emulsified Asphalts	Aug. 1, 2019	
80423	26	Engineer's Field Office and Laboratory	Jan. 1, 2020	
80229	27	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80417	28	Geotechnical Fabric for Pipe Underdrains and French Drains	Nov. 1, 2019	
80420	29	Geotextile Retaining Walls	Nov. 1, 2019	
80433	30	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	
80304	31	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2020
80422	32	High Tension Cable Median Barrier	Jan. 1, 2020	Nov. 1, 2020
80416	33	Hot-Mix Asphalt – Binder and Surface Course	July 2, 2019	Nov. 1, 2019
80398	34	Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Nov. 1, 2019
80406	35	Hot-Mix Asphalt – Mixture Design Verification and Protection (Modified for I-FIT Projects)	Jan. 1, 2019	July 1, 2021
80347	36	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 2, 2019
80383	37	Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	July 2, 2019
80411	38	Luminaires, LED	April 1, 2019	July 1, 2021
80393	39	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
80045	40	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80418	41	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80424	42	Micro-Surfacing and Slurry Sealing	Jan. 1, 2020	Jan. 1, 2021
80428	43	Mobilization	April 1, 2020	
80412	44	Obstruction Warning Luminaires, LED	Aug. 1, 2019	
80430	45	Portland Cement Concrete – Haul Time	July 1, 2020	
80359	46	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2019
80431	47	Portland Cement Concrete Pavement Patching	July 1, 2020	
80432	48	Portland Cement Concrete Pavement Placement	July 1, 2020	
80300	49	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
34261	50	Railroad Protective Liability Insurance	Dec. 1, 198.6	Jan. 1, 2006

80157	51		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	52		Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2021
80407	53		Removal and Disposal of Regulated Substances	Jan. 1, 2019	Jan. 1, 2020
80419	54		Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Nov. 1, 2019	July 1, 2021
80395	55		Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	56		Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	57		Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
80408	58		Steel Plat Beam Guardrail Manufacturing	Jan. 1, 2019	
80413	59		Structural Timber	Aug. 1, 2019	
80397	60		Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	61		Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	62		Submission of Payroll Records	April 1, 2021	
80435	63		Surface Testing of Pavements – IRI	Jan. 1, 2021	
80298	64		Temporary Pavement Marking	April 1, 2012	April 1, 2017
80409	65		Traffic Control Devices – Cones	Jan. 1, 2019	
80410	66		Traffic Spotters	Jan. 1, 2020	
20338	67		Training Special Provisions	Oct. 15, 1975	
80318	68		Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	69		Ultra-Thin Bonded Wearing Course	April 1, 2020	
* 80439	70		Vehicle and Equipment Warning Lights	Nov. 1, 2021	
80288	71		Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
* 80440	72		Waterproofing Membrane System	Nov. 1, 2021	
* 80302	73		Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80414	74		Wood Fence Sight Screen	Aug. 1, 2019	April 1, 2020
80427	75		Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	76		Working Days	Jan. 1, 2002	

The following special provisions are in the 2021 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80277	Concrete Mix Design-Department Provided	Check Sheet #37	Jan. 1, 2012	April 1, 2016
80405	Elastomeric Bearings	Article 1083.01	Jan. 1, 2019	
80388	Equipment Parking and Storage	Article 701.11	Nov. 1, 2017	
80165	Moisture Cured Urethane Paint System	Article 1008.06	Nov. 1, 2006	Jan. 1, 2010
80349	Pavement Marking Blackout Tap	Articles 701.04, 701.19(f), 701.20(j), and 1095.06	Nov. 1, 2014	April 1, 2016
80371	Pavement Marking Removal	Articles 783.02-783.04, 783.06 And 1101.13	July 1, 2016	
80389	Portland Cement Concrete	Article 1020.04 Table 1 & Note 4	Nov. 1, 2017	
80403	Traffic Barrier Terminal, Type 1 Special	Articles 631.04 and 631.12	Nov. 1, 2018	

The following special provisions have been deleted from use.

80317	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019
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The following special provisions require additional information from the designer. The additional information needs to be included in a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/otaq/retrofit/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verde/verdev.htm>); or
- b) 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.

SPECIAL PROVISION

EXECUTION AND PROSECUTION OF THE CONTRACT: This project is expected to be awarded on or about November 8, 2021 at the regularly scheduled Village of Willowbrook Board meeting.

In order to expedite the project, the following amendment will be made to the execution and prosecution of the Contract, as found in the Supplemental Specifications and Recurring Special Provisions:

1. The Contractor shall execute the Contract and furnish the Contract Bond and required Insurance within seven (7) calendar days after the Contract has been mailed to the successful Bidder.
2. The Contractor will start work within five (5) days of the executed Contract, as required in Article 108.03 of the Standard Specifications for Road & Bridge Construction.

SPECIAL PROVISION

PRESSURE CONNECTIONS

General: This work shall consist of installing pressure connections of the sizes indicated in the "Bidding Schedule" at the locations shown on the Contract Plans in conformance with the following Specifications. This work shall be done under pressure to insure that no customers on the water system are out of service while this work is being performed.

A ductile iron tapping sleeve shall be made in two (2) sections for easy installation without interrupting service and shall have mechanical joints on the run of the sleeve with a flanged outlet on the branch recessed to mate with the flanged inlet of the tapping valve. As an option, a tapping sleeve manufactured by Smith-Blair, Model 663, or Cascade Waterworks Manufacturing Company, Style CST-SL (stainless steel tapping sleeve with stainless steel flange), or equal, may be used for the pressure connection. All bolts on both the tapping tee and the valve body shall be stainless steel. The Contractor shall follow manufacturer's instructions for installation.

The tapping valve shall be furnished with flanged inlet end connection having a machined projection on the flange to mate with a machined recess on the outlet flange of the tapping sleeve. The outlet end shall conform to the AWWA Standards for mechanical joint connections, except that the outside of the hub shall have a large flange for attaching the drilling machine. The seat opening of the valve shall be larger than normal size to permit full diameter cut. All valves shall be American made.

The tapping valve and sleeve shall be of the same manufacturer.

Measurement and Payment: This work will be paid for at the Contract unit price per each for **PRESSURE CONNECTIONS** of the size listed on the "Bidding Schedule", which price shall include the furnishing of the tapping sleeve and tapping valve, and all necessary bolts and accessories; and installing the valve and sleeve and executing a cut through the valve into the main and removing the severed section of the main for a complete installation. All excavation and backfill necessary for the installation shall be included, except "SELECTED GRANULAR BACKFILL COMPACTED", which may be required by the Engineer. A "VALVE BOX", if specified, will be paid for under another item of the Contract.

*** SPECIAL PROVISION ***

INSTALL CORPORATION

Description: This work shall consist of installing a corporation cock on the new water main, adjacent to the valve at the locations indicated on the Plans or where directed by the Engineer. The purpose of installing corporations is for the Owner's use in flow testing and access to the water system for future use. It is also intended that the corporations can be used for pressure testing and chlorinating the water mains so installed on this project.

Materials: Corporations shall be solid brass with AWWA tapered threads and shall be of the "ball-valve" type, with a minimum pressure rating of 300 psi. Saddles, if required, shall be similar or equal to Smith Blair Model 264 or 265, full circle, all stainless steel.

Basis of Payment: This work will be paid for at the Contract unit price per each for **INSTALL CORPORATION**, of the size indicated in the "Bidding Schedule", which price shall be payment in full for all labor, materials, tools, and equipment necessary to complete the work as specified.

SPECIAL PROVISION

GATE VALVES

Description: This work shall consist of furnishing and installing gate valves of the size and type specified at the locations indicated on the Plans or directed by the Engineer in accordance with the following provisions and the Standard Specifications.

Materials: All gate valves shall be RESILIENT WEDGE type. Gate valves shall be iron body, fully bronze mounted, and of ample strength to withstand and operate satisfactorily under 200 psi cold water working pressure, and shall be subjected to a 300 psi by hydrostatic test pressure, made in the shop. Gate valves shall be mechanical joint and shall equal or exceed the requirements of the American Water Works Association. All valves shall be of the non-rising stem type and shall be equipped with two inch (2") square operating nuts. Valves shall open to the left or counterclockwise and shall conform to AWWA C-509 and ASTM D429 for the rubber to metal bond on the cast iron wedge.

Basis of Payment: This work shall be paid for at the Contract unit price per each for **GATE VALVES**, of the respective size listed in the "Bidding Schedule", which price shall be payment in full for all work as specified.

SPECIAL PROVISION

VALVE BOX, CAST IRON, 6"

Description: This work will consist of furnishing and installing a cast iron valve box at the locations shown on the plans or as directed by the Engineer, in accordance with the requirements of the Owner and the Engineer.

The valve box shall come in a minimum of two (2) sections. The lower section shall be specifically made to sit on top of the body of a gate valve of the various sizes that may be required. The top section shall be capable of telescoping the lower section by means of a threaded section and shall come with a cast iron cover that drops in the top of the top section. The two (2) sections shall be made so that the height of the entire box is adjustable by a threaded mechanism with the male end on the lower section and the female end on the upper section. The entire assembly shall be set to the grade specified by the Engineer. Additional intermediate sections shall be furnished if required.

A valve box stabilizer, as manufactured by Valve Box Stabilizer, Inc., and distributed by Sidener Supply Company (800/727-9204) or Underground Pipe & Valve Company (800/228-6574), shall be provided over the valve.

Basis of Payment: This work will be paid for at the Contract unit price per each for **VALVE BOX, CAST IRON, 6"**, which price will be payment in full for the work described herein.

*** SPECIAL PROVISION ***

CORE EXISTING FOUNDATION

Description: This work shall consist of core drilling the existing building concrete foundation wall for the installation of the new water service line. This work will only be performed if directed by the Engineer at the time of construction.

General: The Contractor shall core drill the existing concrete foundation and carefully remove the wall section. The hole shall be sufficiently large so it can adequately accommodate the external diameter of the proposed water service pipe. The new pipe shall be inserted inside the wall of the existing foundation at the proper elevation. The opening around the pipe shall be properly sealed on the inside and outside with mortar meeting the requirements of Article 602.04 of the Standard Specifications.

Basis of Payment: This work will be paid for at the Contract unit price per each for **CORE EXISTING FOUNDATION**, which price shall be payment in full for all work specified herein. This item will only be paid for if directed by the Engineer at the time of construction.

*** SPECIAL PROVISION ***

SERVICE RISER WITH CAP

Description: This work shall consist of furnishing and installing a water service pipe under the existing foundation and footing and through the existing concrete floor of the existing building.

General: The existing concrete floor shall be saw-cut at the limits and the pavement removed and disposed of off-site. The contractor will be required to exercise extreme care to prevent damage to the existing flooring and the building foundation.

The new water service pipe shall be tunneled underneath the existing building foundation from the outside. A 90° bend and vertical riser pipe shall be installed and centered in the proper location. The vertical riser shall be set 18" above the finished floor of the building or as directed by the Engineer. A cap with 2" blow off valve for the purpose of bleeding air and flushing the newly installed water service shall be installed at the top of the riser. Once the new water service has been pressure tested and chlorinated, the cap may be removed by the building plumbing contractor.

Any concrete flooring removed around the service riser shall be repoured with Class "SI" concrete meeting the requirements of Section 1020 of the Standard Specifications.

Basis of Payment: This work will be paid for at the Contract unit price per each for **SERVICE RISER WITH CAP**, which price should be payment in full for all work as specified herein.

*** SPECIAL PROVISION ***

WATER MAIN IN TRENCH, DUCTILE IRON
WATER MAIN AUGERED IN PLACE, DUCTILE IRON
WATER MAIN IN ENCASING PIPE, DUCTILE IRON

General: This work shall include the furnishing of all labor and materials required for the construction of a water main of the required inside diameter constructed in accordance with the applicable portions of the "Standard Specifications for Water and Sewer Construction in Illinois" and as specified herein, and conforming in all respects to the lines, grades, and locations shown on the Plans or furnished by the Engineer. This work shall also include the removal of the existing water main at locations where proposed water mains fall in the same trench.

Materials: Ductile iron water mains shall conform to ANSI Specifications A21.51, thickness Class 52, with cement lining conforming to Specification A21.4 and shall be coated on the outside with coal tar or asphalt one mil in thickness. Joints shall be push-on conforming to ANSI Specification A21.11. Also included shall be a polyethylene tube to encase the entire water main conforming to ASTM A21.5.

Cover: The water main shall be laid with the minimum cover of five feet six inches (5'-6") measured from the top of pipe to finished grade or as indicated on the Plans. The trench width shall be ample to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted. The bottom of the trench shall have a flat bottom with bell holes excavated so that the barrel of the pipe will have an even bearing for its entire length.

Standard Trench Installation: Excavation of water mains shall conform to the provisions of Sections 20 and 21, of the "Standard Specifications for Water and Sewer Main Construction" and as specified herein.

The term "granular bedding, haunching and initial backfill", when used in these Provisions, shall imply a minimum four-inch (4") bed of granular materials under the pipe, granular materials around the entire pipe line and up to a point twelve inches (12') above the top of the pipe. Granular bedding, haunching and initial backfill will be required on all water mains constructed in trench under this Contract. This work will not be paid for separately, but shall be included in the Contract price for "WATER MAIN IN TRENCH".

Bedding, haunching, and initial backfill shall be CA-7 Coarse Aggregate in Village right-of-ways and FA-6 Fine Aggregate in CCDOT and IDOT right-of-ways, and shall meet the requirements of the "Standard Specifications for Road and Bridge Construction", as prepared by the State of Illinois, Department of Transportation.

All final backfill of water mains that fall within two feet (2') of existing or future paved surfaces shall be installed and compacted using granular materials and shall be in accordance with Section 20-4.06B(1) Method 1 of the Standard Specifications. Granular backfill shall be measured for payment by multiplying the length of the area times the average depth, times the maximum trench width specified in the trench detail, and using the payment table included on the plan, and will be paid for at the Contract unit price per cubic yard for "SELECTED GRANULAR BACKFILL,

*** SPECIAL PROVISION ***

WATER MAIN IN TRENCH, DUCTILE IRON

WATER MAIN AUGERED IN PLACE, DUCTILE IRON

WATER MAIN IN ENCASING PIPE, DUCTILE IRON, Cont'd.

COMPACTED (CA-6)". Final backfill of water main outside of paved surface areas shall utilize the excavated trench materials as backfill. The backfill of water mains shall be in accordance with Section 20-4.06B of the "Standard Specifications for Water and Sewer Main Construction".

The term "within two feet (2') of existing or future paved surfaces" when used in these Provisions shall be defined as any portion of the water main trench that is two feet (2') or closer to an existing or proposed pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk.

Under this Contract, a polyethylene sheath shall be installed around the proposed ductile iron water main at all the locations in accordance with the following Specifications. All materials and installation procedures for polyethylene encasement shall be in accordance with ANSI / AWWA C105 / A21.5. Materials shall be primarily tube encasement with some forms of the film being required in sheets. The Contractor shall be familiar with the installation procedure and ensure that all sections of pipe required to be encased, are completely covered to the satisfaction of the Owner and the Engineer.

Water Main Removal: At locations where new water main in trench falls in the same trench as the existing water main to be abandoned, all existing water main pipe shall be removed and disposed of. Removal and disposal will not be paid for separately, but shall be merged into the unit price for "WATER MAIN IN TRENCH, DUCTILE IRON".

Augered in Place Installation: Water mains which are to be augered in place shall be installed in a bored hole which is constructed at the locations indicated on the Plans or otherwise directed by the Engineer. The augered hole shall have as small a diameter as necessary in order to accommodate the largest physical outside diameter of the pipe to be placed in the augered section. Augering shall be true to line and grade with any irregularity being adjusted by the Contractor at his expense. Augering shall be done at selected locations to save certain trees or other physical features. Augered sections shall not exceed fifty feet (50') in length.

In Encasing Pipe Installation: At the location shown on the Plans where water main is to be installed in PVC encasing pipe that is jacked in place, the Contractor shall furnish and install three (3) stainless steel casing spacers per length of pipe on all water main pipe so installed. Spacers shall be similar or equal to those manufactured by Cascade Waterworks Manufacturing Co., Yorkville, Illinois, as distributed by Water Products Co., Aurora, Illinois. Spacers shall be eight inches (8") long, and used for restrained positioning for installation inside the steel casing pipe being installed under this Contract. Spacers will not be paid for separately, but shall be merged in the unit price bid for "WATER MAIN IN ENCASING PIPE, DUCTILE IRON".

*** SPECIAL PROVISION ***

WATER MAIN IN TRENCH, DUCTILE IRON
WATER MAIN AUGERED IN PLACE, DUCTILE IRON
WATER MAIN IN ENCASING PIPE, DUCTILE IRON, Cont'd.

Blue Plastic Warning Tape: All PVC water main shall also include the furnishing and installing of a two inch (2") wide blue plastic detectable warning tape (5.0 mil) buried in the backfill approximately one to two feet (1'-2') deep. Tape shall be that available from Pro-Line Safety Products, Co., West Chicago, Illinois (800-554-3424), or Terra Tape, 1-800-231-2417. This tape will not eliminate the need for the tracer wire required above.

Testing: A two-hour test combining the pressure test and leakage test shall be made in accordance with Sections 41-2.14A, 41-2.14B, and 41-2.14C of the "Standard Specifications for Water and Sewer Main Construction". The test pressure shall be 150 psi for a minimum of two (2) hours.

Chlorination: Before being placed into service, all new water mains shall be flushed and chlorinated in accordance with Sections 41-2.15A, 41-2.15B, 41-2.15C, 41-2.15C(1), 41-2.15C(2), and 41-2.15D of the "Standard Specifications for Water and Sewer Main Construction".

Dewatering: All trench dewatering operations for installation of the water main pipe shall be included in the unit price cost of the water main.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **WATER MAIN IN TRENCH, DUCTILE IRON, WATER MAIN AUGERED IN PLACE, DUCTILE IRON** or **WATER MAIN IN ENCASING PIPE, DUCTILE IRON**, of the size indicated on the "Bidding Schedule", and as specified herein, constructed as required, including polyethylene tube encasement, granular bedding, haunching, initial backfill, warning tape, and water main removal where applicable, all in accordance with the requirements and provisions as outlined above and in the Standard Specifications. Rock excavation (if encountered) and selected granular backfill for standard trench installation will be paid for under separate items of the Contract.

*** SPECIAL PROVISION ***

HDPE ENCASING PIPE, DIRECTIONALLY BORED

Description: This work shall consist of furnishing and directionally boring HDPE encasing pipe under existing roadways at the locations shown on the plans.

Materials: The encasing pipe shall be high density polyethylene (HDPE) SDR 11, meeting the requirements of ASTM D-3035. The pipe shall have a smooth inner wall.

Installation: The installation of this encasing pipe shall be done completely by means of a directional boring machine, capable of being remotely steered and tunneled while pulling in the encasing pipe in behind the driving head. No additional compensation will be allowed for obstructions discovered during construction. During the initial directional augering, the Engineer may request a confirmation on the depth of the augering head, in order to verify the actual depth of the augering head. This will also confirm that the sensing device used to locate the head vertically is properly calibrated. It is intended that the encasing pipe shall be installed at a minimum depth of five and one-half feet (5½') below the surface of the existing ground, and the Contractor must insure that he meets this Specification.

Basis of Payment: This work will be paid for at the Contract unit price per foot for **HDPE ENCASING PIPE, DIRECTIONALLY BORED** of the size specified, which price shall be payment in full for all work specified herein.

*** SPECIAL PROVISION ***

ENCASING PIPE IN TRENCH, PVC SDR 26, 10"

General: The work under this item shall include the furnishing and installing of 10" encasing pipe to be installed in a trench under existing sewers at locations shown on the Plans, and to the lines and grades shown on the plans.

Materials: The ten-inch (10") and twenty-four (24") PVC encasing pipe shall be SDR 26 pressure pipe, conforming to all requirements of ASTM D-2241. The 10" encasing pipe shall have push-on rubber joints that meet or exceed the requirements of ASTM D-3139. All pipe shall have a minimum pressure rating of 165 psi.

Construction: The PVC encasing pipe in trench shall be installed with bedding and backfill similar to the requirement of the water main.

Basis of Payment: This work will be paid for at the Contract unit price per foot for **ENCASING PIPE IN TRENCH, PVC SDR 26, 10"**; which price shall be payment in full for all labor, materials, tools, and equipment required to install a PVC casing as specified herein to the lines and grades established by the Engineer. Payment will be based on the actual length of casing pipe installed as specified, but shall not exceed the quantity specifically called for on the Plans, unless written approval is received from the Engineer. Utility pipe to be installed within this carrier pipe will be paid for separately.

SPECIAL PROVISION

PIPE FITTINGS (MECHANICAL JOINTS), DUCTILE IRON

Description: This item shall include the furnishing and complete installation of compact ductile iron pipe fittings at the locations indicated on the Plans, or required by the construction of this improvement.

Materials: All fittings shall be compact mechanical joint and conform in all respects to Specification ANSI A-21.53 for the body and A-21.11 for the joints, and shall be suitable for a maximum working pressure of 250 psi. All fittings and accessories shall be U.S. made. All fittings shall be cement lined as per ANSI A-21.4 Specification.

Installation: Where fittings are called for on the Contract Plans and the Engineer directs another fitting to be used, the weight of the actual fitting used shall be the basis of payment. Weights for payment will be made on the basis of the theoretical weight of the fitting only as set forth in the material suppliers published weights for pipe fittings. Payment for ductile iron fittings will be by the pound for the weight of the fitting actually used, and no compensation will be made for gaskets, glands, nuts, or bolts. The price for fittings shall also include the cost of any cutting or bracing.

Basis of Payment: This work will be paid for at the Contract unit price per pound for **PIPE FITTINGS (MECHANICAL JOINTS), DUCTILE IRON**, which price shall be payment in full for all work as specified for the body casting of the fitting only.

SPECIAL PROVISION

RETAINER GLANDS

Description: Whenever any type of gland for making up a mechanical joint connection is required or specified under this Contract, Megalug retainer glands shall be furnished. Standard glands will not be accepted. All fittings and accessories shall be U.S. made.

Materials: When ductile iron water mains are constructed, Megalug Series 1100 ductile iron retainer glands, manufactured by EBAA Iron Sales, Inc., or approved equal, will be used on all mechanical joint connections.

When PVC water mains are constructed, a Megalug retainer gland, Series 2000 PV, manufactured by EBAA Iron Sales, Inc., or approved equal, shall be used. Consult manufacturer's recommendation for maximum torque used on PVC pipe.

Basis of Payment: This work will NOT be paid for separately and the Contractor shall merge the cost for retainer glands in the various pay items in the Contract for the type of gland required for the pipe he proposes to use.

SPECIAL PROVISION

MECHANICAL JOINT BOLTS

Description: Whenever it becomes necessary to install mechanical joint fittings or pipe on this project, the bolts, and nuts used in assembling the joint shall be Cor-Ten alloy, and no substitutes will be accepted. This work will NOT be paid for separately, but shall be merged in the unit price per pound as an accessory to the item of "PIPE FITTINGS (MECHANICAL JOINTS), DUCTILE IRON".

*** SPECIAL PROVISION ***

SELECTED GRANULAR BACKFILL, COMPACTED (CA-6)

Description: This work shall consist of furnishing and installing granular backfill materials in accordance with the requirements of the Standard Specifications, except as modified herein. This item shall also include the disposal of all surplus spoil materials as the result of the installation of selected granular backfill materials. All materials shall be properly disposed of off-site as required in other portions of these Specifications.

Materials: The materials to be used as Selected Granular Backfill within Village of Willowbrook right-of-ways shall be crushed limestone and shall conform with the gradation requirements for Course Aggregate, Grade CA-6, as defined in Article 1004.01 of the Standard Specifications for Road and Bridge Construction.

Installation: The maximum volume for which selected granular backfill materials will be paid will be computed by multiplying the length of the selected granular material area times the average depth of the selected granular material area times the maximum trench width specified in the trench detail and using the Payment Table included on the Plans. Selected Granular Backfill will be paid for within the limits of twelve inches (12") above the pipe-line to the bottom of the asphalt concrete surface, concrete driveway, pavement, concrete pavement or sidewalk. The length shall be limited to the actual width of a pavement sidewalk or driveway, plus four feet (4').

Granular backfill materials are required to be compacted in accordance with Section 20-4.06B(1), Method 1 of the "Standard Specifications for Water and Sewer Construction in Illinois", except compaction will be 95% standard proctor.

Where rock excavation is encountered, all rock so excavated shall be removed and disposed of offsite to the satisfaction of the Engineer. Selected granular backfill materials shall be used to backfill all areas where rock is removed and shall be paid for only at the allowable trench width for "Rock Excavation". Payment for granular backfill will be based on the allowable trench width in accordance with Section 20-3.03 of the "Standard Specifications for Water and Sewer Construction in Illinois".

Basis of Payment: This work will be paid for at the Contract unit price per cubic yard for **SELECTED GRANULAR BACKFILL, COMPACTED (CA-6)**, which price shall be payment in full for furnishing all granular materials, disposal of all surplus excavated materials and all work as included herein and further described in the Standard Specifications.

SPECIAL PROVISION

LONGITUDINAL CURB EXPANSION JOINT

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

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

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

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

SPECIAL PROVISION

PROTECTIVE COAT ON ALL CONCRETE SURFACES

The Contractor shall apply two (2) coats of boiled linseed oil to all Portland Cement Concrete (PCC) surfaces poured after October 15th in accordance with Section 420.18 of the Standard Specifications, except that this work shall not be paid for separately, but shall be merged in the unit price bid for the various items of P.C.C. work.

Linseed oil shall be applied when concrete mixtures are no less than fourteen (14) days old and must be completed no later than thirty (30) days after the last concrete is poured or the Contractor will be considered to be in default and subject to the "Liquidated Damages" provision in the Contract as applicable.

*** SPECIAL PROVISION ***

COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT

Description: This work shall consist of removing and replacing existing combination concrete curb and gutter in accordance with applicable portions of Section 440 and 606 of the Standard Specifications. All curb and curb and gutter to be constructed shall be similar to that which is removed at the locations shown on the Plans, or directed by the Engineer, for the type of curb and gutter called for in the "Bidding Schedule". Minimum thickness of gutter flag on all types of curb and gutter shall be nine and one-half inches (9½").

Materials: The materials to be incorporated into this work shall be Class "SI" concrete and shall be in accordance with Section 606, and 1020 of the Standard Specifications and shall be proportioned by the Engineer prior to construction.

The Contractor shall install two (2) No. 5 reinforcing bars in the curb and gutter at the location of each frame grate falling in the curb limits. Bars shall extend five feet (5') in each direction and will not go through expansion joints.

Construction: Prior to removal, all curb and curb and gutter shall be saw cut at the locations designated by the Engineer. Materials removed shall be properly disposed of offsite. The subgrade shall be graded to proper depth and compacted prior to placement of any concrete materials.

The Contractor shall also install two (2) dowel bars in the ends of existing curb and gutter to tie the new curb to the existing curb and gutter. Dowel bars will not be paid for separately; they shall be included in the cost of this pay item.

All finishing will be in accordance with applicable portions of the Standard Specifications or as required by the Engineer. During the placing and finishing operations, the Contractor shall install contraction joints in between all expansion joints or at approximately twenty-five foot (25') intervals.

At the Contractor's option, joints may be sawed, but must be cut no later than twenty-four (24) hours after the pour.

Curb depressions will also be required at all public cross walks where handicap ramps are to be installed.

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

GEN.5A(Rev.)

*** SPECIAL PROVISION ***

SIDEWALK REMOVAL
PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH

Description: This work shall consist of the satisfactory removal and replacement of various concrete sidewalks, which are directed to be removed by the Engineer or indicated on the Plans. All sidewalks so scheduled for removal shall be saw cut as directed prior to removal. All materials so removed shall be properly disposed of. All work shall be done in accordance with Sections 424 and 440 of "Standard Specifications for Road and Bridge Construction", except as modified herein.

Materials: All concrete to be used for sidewalk construction shall be Class "SI".

Construction: Whenever any sidewalks to be replaced under this Contract extend across a driveway, the subgrade of the sidewalk shall be excavated and graded, so that the thickness of the sidewalk as replaced shall be seven inches (7"). No additional compensation will be allowed for this work.

At all location where sidewalk is removed, barricades with lights shall be placed to protect all pedestrian traffic. This work will be paid for separately.

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

Basis of Payment: This work will be paid for at the Contract unit prices per square foot for **SIDEWALK REMOVAL** and **PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH**, for all work as specified herein

*** SPECIAL PROVISION ***

DETECTABLE WARNINGS (SPECIAL)

Description: This work shall consist of furnishing all labor, equipment and materials required to install a 2' x 5' detectable warning tile at sidewalk ramp locations, as shown on the Plans or as directed by the Engineer. All work shall be in accordance with applicable articles in Section 424 of the Standard Specifications.

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

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

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

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

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

SPECIAL PROVISION *

TEMPORARY PAVEMENT, 2"

Description: This work shall consist of the placement of a bituminous cold patch material over the excavation in roadways and driveways, 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

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.	dm:	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

SPECIAL PROVISION

TOPSOIL FURNISH AND PLACE, 4"

Description: This work shall consist of the furnishing and placing 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 to redress all disturbed areas to a neat and professional appearance upon completion. Seeding and/or sodding will be furnished and installed under separate items in the Contract.

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 directed 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 for Road and Bridge Construction".

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 paid for at the Contract unit price under the excavation item. 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 seeding or sodding.

The Contractor may, at his option, 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 be payment in full for furnishing, transporting, placing, and grading of topsoil materials over the areas so directed. Excavation for placement of topsoil shall be paid for under the excavation item, and shall also include the disposal of all materials so excavated. Seeding and/or sodding to be completed in conjunction with restoration will be paid for under separate items of the Contract.

SPECIAL PROVISION

SODDING, SPECIAL

Description: This work shall consist of preparing the ground surface, cutting existing sod, and furnishing, transporting, and placing new sod and other materials as required herein at the locations indicated on the Plans or as directed by the Engineer all in accordance with Section 252 of the Standard Specifications, except as modified herein.

Materials: The sod used for this improvement shall be nursery grown and conform to the requirements of Article 1081.03 of the Standard Specifications.

Installation: Prior to the installation of the sod, the soil surface shall be worked and brought to a smooth and level grade. If topsoil is furnished and installed as required under other items of the Contract, the Specifications for its placement shall govern. Other areas shall be worked to a depth of not less than three inches (3") with a disc or tiller or other suitable equipment to bring the ground surface to an acceptable condition for sodding.

During the ground preparation operation, the Contractor will be required to use a sod cutter along all edges of the areas to be restored to create a neat edge for the new sod to butt up against the existing. Any areas to be sodded that are less than eighteen inches (18") wide shall be prepared eighteen inches (18") wide so that a full roll of sod can be installed without being cut. Other areas shall be cut on an even line, so uniform rows of sod can be placed over the entire area.

The removal and disposal of all sod cut as required herein shall be considered incidental to the sodding item.

Before the sod is placed, a commercial grade of fertilizer consisting of Nitrogen (N), Phosphorus (P_2O_5), and Potassium (K_2O) shall be applied to all areas to be sodded at the rate of 160 pounds of fertilizer nutrients per acre, having the respective percentages of 10-6-4. Sod shall receive watering as per Standard Specifications as part of this item.

The sod shall be placed in a neat and workmanlike manner, such that the final and resultant appearance will have a professional looking appearance that is acceptable to the Owner and the Engineer. If, for any reason, the resultant appearance does not meet with their approval, it shall be cause for rejection of the work; and, the Contractor will be required to correct the appearance of the project to an acceptable nature. 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 **SODDING, SPECIAL**, which price shall be payment in full for preparing the ground prior to sodding; furnishing, transporting, and placing the sod over the required areas, and fertilizing the areas to be sodded in accordance with the Specifications as outlined herein, all to the complete satisfaction of the Engineer. Since all sodding is guaranteed, it is the Contractor's responsibility to provide supplemental watering as needed with the concurrence of the Engineer. This work will be paid for separately.

*** 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, 1084 and 1106 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.

Standards: 701301-4
 701501-06
 701801-06
 701901-8

Details: TC-10 Traffic Control and Protection for Side Roads, Intersections and Driveways

Basis of Payment: This work shall be paid for at the Contract unit price per lump sum for **TRAFFIC CONTROL AND PROTECTION**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

UNCONTAMINATED SOIL CERTIFICATION

The *Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil Fill in a CCDD or Uncontaminated Soil Fill Operation, Form LPC-663*, will be provided to the Contractor at the preconstruction meeting. All costs for the preparation of this form, to certify that the soil is uncontaminated soil and is within acceptable pH ranges, will be paid for by the Village of Willowbrook.

SPECIAL PROVISION

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Contractors are required to comply with the *Employment of Illinois Workers on Public Works Act* that become effective July 1, 2021. See the attached information provided by the Illinois Department of Labor.

Basis of Payment: Fulfillment of this requirement will not be paid for separately, but shall be considered incidental to the cost of the contract.



JB Pritzker, Governor

Michael D. Kleinik, Director

FOR IMMEDIATE RELEASE

Contact:

Mike Matulis 217-785-1719

Michael.Matulis@illinois.gov

IDOL Alerts Local Officials on Hiring for Public Works Projects

State Law requires hiring Illinois workers during times of high unemployment

SPRINGFIELD – Due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act will take effect beginning July 1st. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement to employ 90 percent Illinois workers applies to all labor on public works projects or improvements, including projects involving the clean-up and on-site disposal of hazardous waste.

The law comes into effect following two consecutive months of a state unemployment rate above 5 percent. According to the U.S. Bureau of Labor Statistics, Illinois' unemployment rate during the COVID-19 pandemic increased from 4.2 percent in March, to 17.2 percent in April, and 15.2 percent in May. Given the unanticipated and large unemployment increase, IDOL wants to alert public bodies to the details of the law.

"As we all deal with the far-reaching impact of this pandemic, the Illinois Department of Labor wants to remind public officials and employers of the requirements of this law, which has not been triggered in recent years due to low unemployment," said IDOL Director Michael Kleinik.

Illinois Attorney General Kwame Raoul pledged to work with IDOL to enforce the law.

"As the nation faces record levels of unemployment, the people of Illinois should be assured that government is using all available tools to put Illinois residents back to work," Attorney General Kwame Raoul said. "The Employment of Illinois Workers on Public Works Act requires contractors on public works projects to prioritize Illinois workers, and my office stands ready to work with the Department of Labor to enforce the law and ensure that public works projects – which are funded by Illinois taxpayers – are completed using the best workforce in the country."

The law is intended to ensure that projects funded using public dollars employ Illinois residents. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act to the extent permitted by applicable federal law or regulation.

More information about the Employment of Illinois Workers on Public Works Act can be found here:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>

*** SPECIAL PROVISION ***

ALTERNATE BID ITEMS

Description: Contractors are asked to include an alternate price that includes substituting the 6" water service with 4" materials.

Items: The following items are listed in the schedule of prices as alternates:

- A. Pressure Connection, 12"x4"
- B. Gate Valves, 4"
- C. Water Main in Trench, DI, 4"
- D. Water Main in Encasing Pipe, DI, 4"

RETURN WITH BID

PROPOSAL	Owner: VILLAGE OF WILLOWBROOK
	Township: DOWNERS GROVE
	County: DuPAGE
	Project No. 21351

1. **PROPOSAL OF:** Unique Plumbing Co., Inc.
9408 47th Street Brookfield, IL 60513
(Name and Address of Bidder)

for the improvement designated in Paragraph 2 below, includes the construction of a new 6" ductile iron water service, including water main in trench, casing pipe directionally bored, valve installation, restoration of all disturbed surfaces and all appurtenant construction for a complete improvement.

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:

825 MIDWAY DRIVE PROPOSED WATER SERVICE

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 **November 30, 2021**, 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 bid bond.

(In Writing)

(5%)
(In Figures)

RETURN WITH BID

PROPOSAL, Cont'd.

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

PROPOSAL, Cont'd.

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

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Pressure Connection 12" x 6"	1 EACH	5,120.00	\$5,120.00
2	Install Corporation, 1"	1 EACH	200.00	\$200.00
3	Gate Valves, 6"	1 EACH	1,340.00	\$1,340.00
4	Valve Box, Cast Iron, 6"	2 EACH	340.00	\$680.00
5	Core Existing Foundation	1 EACH	650.00	\$650.00
6	Service Riser with Cap	1 EACH	3,325.00	\$3,325.00
7	Water Main in Trench, DI, 6"	120 FOOT	140.00	\$16,800.00
8	Water Main in Encasing Pipe, DI, 6"	80 FOOT	78.40	\$6,272.00
9	Encasing Pipe in Trench, PVC SDR26, 10"	25 FOOT	88.10	\$2,202.50
10	HDPE Encasing Pipe, Directionally Bored, 12"	80 FOOT	290.00	\$23,200.00
11	Pipe Fittings (Mechanical Joint)	250 LBS	7.25	\$1,812.50
12	Selected Granular Backfill, Compacted	50 CU YD	33.45	\$1,672.50
13	Combination Concrete Curb & Gutter Removal Replacement, Type B-6.12	15 FOOT	57.50	\$862.50
14	Sidewalk Removal	200 SQ FT	2.50	\$500.00
15	P.C. Concrete Sidewalk, 5"	200 SQ FT	17.25	\$3,450.00
16	Detectable Warnings	20 SQ FT	59.50	\$1,190.00
17	Inlet Filters	2 EACH	145.00	\$290.00
18	Temporary Pavement (Cold-Patch), 2"	5 TON	259.00	\$1,295.00
19	Topsoil Furnish and Place, 4"	215 SQ YD	9.20	\$1,978.00
20	Sodding, Special	215 SQ YD	20.70	\$4,450.50
21	Traffic Control & Protection	1 L SUM	3,120.00	\$3,120.00
SUB-TOTAL				\$80,410.50

RETURN WITH BID

PROPOSAL, Cont'd.

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

SCHEDULE OF PRICES				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	SUB-TOTAL BROUGHT FORWARD.....			\$80,410.50
	<u>ALTERNATE WATER SERVICE ITEMS</u>			
A	Pressure Connection, 12"x4"	1 EACH	\$4,770.00	XXXXXXXXXX
B	Gate Valves, 4"	1 EACH	930.00	XXXXXXXXXX
C	Water Main in Trench, DI, 4"	120 FOOT	144.40	XXXXXXXXXX
D	Water Main in Encasing Pipe, DI, 4"	80 FOOT	86.00	XXXXXXXXXX
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$80,410.50

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: 825 MIDWAY DRIVE PROPOSED
WATER SERVICE
PROJECT NO.: 21351

RETURN WITH BID

CONTRACTOR'S CERTIFICATIONS

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

CERTIFICATE OF UNDERSTANDING REGARDING HOLD HARMLESS & INSURANCE

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

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

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

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

CONTRACTOR'S CERTIFICATIONS, Cont'd.

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

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

(check one)

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

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

Phone Number _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Phone Number _____

Insert Names and Addresses
of All Partners: _____

(If a corporation)

Corporate Name **Unique Plumbing Co., Inc.**

Signed By _____
James P. Kennedy, President

Business Address **9408 47th Street**
Brookfield, IL 60513

Phone Number **708/485-8860**

Federal Tax ID # **36-2893910**

DUNS #: **025604943**

Insert Names of Officers:

President **James P. Kennedy**

Secretary **Mary B. Kennedy**

Treasurer _____

Attest: _____

Mary B. Kennedy, Secretary

(S E A L)

CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, 2021, between the **Village of Willowbrook**, acting by and through the Mayor and Board of Trustees, known as the party of the first part, and **Unique Plumbing Co., 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:

825 MIDWAY DRIVE PROPOSED WATER SERVICE

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:

Unique Plumbing Co., Inc.
(Corporate Name)

Mary B. Kennedy, Secretary

(S E A L)

By: _____
James P. Kennedy, President

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **Unique Plumbing Co., 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 **Eighty Thousand Four Hundred Ten and 50/100 Dollars (\$80,410.50)** lawful money of the United States, well and truly to be paid unto said Village of Willowbrook, for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents.

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

825 MIDWAY DRIVE PROPOSED WATER SERVICE

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 _____, 2021.

ATTEST:

Mary B. Kennedy, Secretary
(S E A L)

Corporate
Name Unique Plumbing Co., Inc.

By _____
James P. Kennedy, 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 **James P. Kennedy** and **Mary B. Kennedy**, to me personally known to be the President and Secretary, respectively, of **Unique Plumbing Co., Inc.**, a Corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said Corporation for the uses and purposes therein set forth, and that they are duly authorized to execute the same by the Board of Directors of said Corporation.

Given under my hand and Notarial Seal this ____ day of _____, 2021.

(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 _____, 2021.

(Notary Public)

Approved this ____ day of _____ A.D., 2021.

VILLAGE OF WILLOWBROOK
(Owner)

ATTEST:

By _____
Frank A. Trilla, Mayor

Deborah H. Hahn, Clerk
(MUNICIPAL SEAL)

VILLAGE OF WILLOWBROOK**BOARD MEETING****AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A PURCHASE ORDER FOR THE PURCHASE OF CERTAIN RECREATION EQUIPMENT FROM CUNNINGHAM RECREATION FOR THE RIDGEMOOR PARK PLAYGROUND IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$63,575.81

AGENDA NO. 10**AGENDA DATE:** 11/8/2021**STAFF REVIEW:** John Fenske, Parks and Recreation Manager**SIGNATURE:** John Fenske**LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** Tom Bastian / cm**RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:** B. Pabst**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ N/A ☒**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

In the 2021-22 budget, the Board of Trustees approved funding for the public improvement project at Ridgemoor Park. This project includes removing and replacing aging equipment, installing a sidewalk for a walking path, and a desirable recreational attraction for the neighborhood.

Since this Spring, staff has engaged the Village's Parks' consultant, Todd Stanton of Design Perspectives, for preliminary design and community engagement services. In September 2021, staff held a public open house to review three proposals for the Ridgemoor Park project. After reviewing comments submitted by residents, staff made minor alterations to the location of the project and the type of equipment selected.

Since September, staff has engaged several companies for Parks and Recreational equipment. Due to ongoing supply-chain issues, staff is recommending purchasing equipment now and beginning the construction in April/May 2022.

After reviewing the bid and the contractor's references, staff is recommending a contract award to Cunningham Recreation at a cost not-to-exceed of \$63,575.81.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 21-R-_____

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A
PURCHASE ORDER FOR THE PURCHASE OF CERTAIN RECREATION
EQUIPMENT FROM CUNNINGHAM RECREATION FOR THE RIDGEMOOR PARK
PLAYGROUND IMPROVEMENT PROJECT AT A COST NOT TO EXCEED
\$63,575.81**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) are undertaking to improve its Ridgemoor Park facility; and

WHEREAS, part of the contemplated improvements at Ridgemoor Park is the purchase of certain park and playground equipment; and

WHEREAS, two-thirds (2/3rds) of the Corporate Authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to waive competitive bidding for the purchase of the selected park and playground equipment for Ridgemoor Park and approve a purchase order submitted by Cunningham Recreation for the purchase of select park and playground equipment at a cost not to exceed Sixty Three Thousand Five Hundred Seventy-Five and 81/100ths Dollars (\$63.575.81).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, County of DuPage, State of Illinois, that the competitive bid process for the purchase of park and playground equipment for Ridgemoor Park is hereby waived.

BE IT FURTHER RESOLVED that that certain Purchase Order by and between the Village of Willowbrook and Cunningham Recreation to purchase park and playground equipment, in an amount not to exceed Sixty-Three Thousand Five Hundred Seventy-Five and 81/100ths Dollars (\$63.575.81), is approved, a copy of which Purchase Order is attached hereto as Exhibit “A” and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED that the Village Administrator be and is hereby directed to execute said Purchase Order on behalf of the Village of Willowbrook.

PASSED and APPROVED this 8th day of November, 2021 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**RIDGEMOOR PARK
PURCHASE ORDER**



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

10/14/2021
 Quote #156469-01-04

Ridgemoor Park Playground - Option 4 (2021 Pricing)

Village of Willowbrook
 Attn: John Fenske
 835 Midway Drive
 Willowbrook, IL 60527
 Phone: 630-323-8215
 jfenske@willowbrook.il.us

Ship to Zip 60527

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$60.00	\$60.00
1	3779	GameTime - 5 To 12 Age Appropriate Sign Custom - [Basic: (BR) Brown] [Roto Plastic: (5) Green]	\$497.26	\$497.26
1	RDU	GameTime - Powerscape Swings (per drawing) - [Basic: (BR) Brown] - [Roto Plastic: (5) Green]	\$7,127.00	\$7,127.00
		(1) 5145 -- Expression Swing 5" X 8'		
		(1) 5150 -- Ps Swing Aab 5" X 8'		
		(1) 8914 -- Encl Tot Seat 5"Od(8914)		
		(2) 8918 -- Belt Seat Pkg 5"Od(8918)		
		(1) 10847 -- Ada Two-Place Swing F/S, 5" Od		
		(1) 10848 -- Ada Two-Place Swing Add-A-Bay, 5" Od		
		(1) 81757 -- 5" Zero-G Chair (5-12)-Galv Chain		
1	RDU	GameTime - Powerscape 5-12 Yr Old Modular Structure (per drawing) - [Basic: (BR) Brown] [Roto Plastic: (5) Green] - [Accent: (EB) Beige] - [Deck:Pvc: (BR) Brown] [Accent 2: (EB) Beige] - [Roto Plastic: (5) Green] - [Arch: (EB) Beige] - [HDPE: (5) Green] [Tube: (5) Green] [Fabric 1: (ZD) Evergreen] - [2 Color HDPE: (GB) Green / Beige]	\$43,266.66	\$43,266.66
		(1) 4847 -- Hypno Wheel Ass'Y		
		(1) 4870 -- 3-in-A-Row 11" Gizmo (dbl side)		
		(3) 6141 -- Mini Pod Toad Stool		
		(1) 26067 -- Ladder Wall Attachment		
		(1) 26092 -- Ps Plus Single Link Cross Beam		
		(2) 26094 -- Triangular Shroud		
		(1) 27074 -- Trapezoid Overhd Ladder-60 Deg		
		(2) 80000 -- 49" Sq Punched Steel Deck		
		(1) 80001 -- 49"Tri Punched Steel Deck		
		(1) 80612 -- Deck Curb		
		(1) 80687 -- Handhold/Kick Plate Pkg		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

10/14/2021
 Quote #156469-01-04

Ridgemoor Park Playground - Option 4 (2021 Pricing)

Quantity	Part #	Description	Unit Price	Amount
		(1) 81473 -- Horiz Ladder Link 98"		
		(1) 81699 -- Bongos		
		(1) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90021 -- 2'-0" Transfer System W/ Barrier		
		(1) 90033 -- 4' Transfer Platform W/Guardrail		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90246 -- 6' Chain Link Climber		
		(2) 90266 -- 8' Upright, Alum		
		(2) 90267 -- 9' Upright, Alum		
		(2) 90268 -- 10' Upright, Alum		
		(1) 90270 -- 12' Upright, Alum		
		(2) 90271 -- 13' Upright, Alum		
		(4) 90272 -- 14' Upright, Alum		
		(1) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90503 -- 2'-6"/3' Single Wave Zip Slide		
		(1) 90525 -- Half Panel W/Thundering		
		(1) 90597 -- Fun-L Up Crawl Tube Link		
		(1) 90654 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 90679 -- Ramp (Guardrail) 2'-6" & 3'		
		(1) 90700 -- Single Entrance Wilderslide li		
		(1) 90704 -- Left Curve Section Wilderslide li		
		(2) 90705 -- Right Curve Section Wilderslide li		
		(1) 90709 -- Support Wilderslide li		
		(1) 90762 -- Long Exit (Use On 7' & 8' Slides)		
		(1) 91146 -- Entryway - Guardrail		
		(1) 91209 -- Climber Entryway - Barrier		
		(1) 91323 -- Erratic Climber 7'0"-8'0"		
		(1) 91542 -- 15' Square Canopy		
		(1) 91575 -- Automotive Race Panel		
		(2) G90268 -- 10' Upright, Galv		
		(4) G90271 -- 13' Upright, Galv		
			Sub Total	\$50,950.92
			Material Surcharge	\$9,071.79
			Freight	\$3,553.10
			Total	\$63,575.81



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/14/2021
Quote #156469-01-04

Ridgemoor Park Playground - Option 4 (2021 Pricing)

Comments

- *Materials only quotation. Price does not include unloading, installation, or safety surfacing.*
- *Prices valid through 11-9-2021 with shipment by 12-31-2021.*

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 12-14 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

10/14/2021
Quote #156469-01-04

Ridgemoor Park Playground - Option 4 (2021 Pricing)

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$63,575.81**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

Ridgemoor Park Playground Village of Willowbrook

Design • Build • PLAY!

