

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 22, 2022, FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. 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: 834 4175 1992

Written Public Comments Can Be Submitted By 6:15 P.M. on AUGUST 22, 2022, to aarteaga@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Board of Trustees Meeting August 8, 2022](#) (APPROVE)
 - c. [Minutes - Committee of the Whole Meeting August 8, 2022](#) (APPROVE)
 - d. [Warrants \\$572,342.25](#)

NEW BUSINESS

6. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO LYONS ELECTRIC COMPANY, INC. FOR THE BORSE MEMORIAL COMMUNITY PARK LIGHTING IMPROVEMENTS PROJECT (ADOPT)
7. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT THE VILLAGE HALL AND THE VILLAGE POLICE DEPARTMENT FACILITIES (ADOPT)
8. ORDINANCE NO. _____ - AN ORDINANCE AMENDING TITLE 11, ENTITLED "TAXES," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO CHAPTER 10 ENTITLED "MUNICIPAL CANNABIS RETAILORS' OCCUPATION TAX" (PASS)
9. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK ANNEXING PROPERTY TO THE VILLAGE OF WILLOWBROOK - APPROXIMATELY 0.96 ACRES IN SIZE, LOCATED AT 6420 THURLOW, WILLOWBROOK, ILLINOIS (PASS)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 8, 2022, 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 Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Greg Ruffolo, Village Attorney Michael Durkin, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Assistant to the Administrator Alex Arteaga, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan and Municipal Services Foreman AJ Passero.

ABSENT: Deputy Chief Benjamin Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Mardegan 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 - Board of Trustees Meeting - July 25, 2022 (APPROVE)
- c. Minutes - Committee of the Whole July 25, 2022 (APPROVE)
- d. Warrants - \$241,039.90
- e. MOTION - A MOTION TO APPROVE EXPENDITURE FOR THE

DUPAGE COUNTY CHILDREN'S CENTER FOR FISCAL YEAR
2022/2023 (PASS)

- f. RESOLUTION NO. 22-R-43 - A RESOLUTION APPOINTING ALEX ARTEAGA AS THE VILLAGE OF WILLOWBROOK'S DELEGATE AND SEAN HALLORAN AS THE VILLAGE OF WILLOWBROOK'S ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (ADOPT)
- g. RESOLUTION NO. 22-R-44 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND BROTHERS ASPHALT PAVING, INC. (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. RESOLUTION NO. 22-R-45 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO RBH CONSTRUCTION, LLC FOR THE POLICE DEPARTMENT PASS THROUGH WALL PROJECT (ADOPT)

Foreman Passero presented the Police department staff request for approval for the pass-through entry way to be installed. This entry way would allow staff to get to and from the administrative side and patrol side of the facility without having to go through the lobby.

This job would consist of removing the drywall, studs and cinder block, then installing a 40-inch door frame. Painting, flooring, and drywall repair is included as well. A request for bid was published and a bid opening was held on July 13th, 2022. Two bids were received. The lowest of those two bids was RBH Construction in the amount of \$34,500.00. Staff budgeted \$50,000 for this project. The low bid came in \$15,500 under budget. Staff has worked with RBH Construction in the past on various projects and recommends the approval of this project.

MOTION: Made by Trustee Astrella and seconded by Trustee Berglund to adopt Resolution 22-R-45 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 22-R-46 - A RESOLUTION ACCEPTING A PROPOSAL FROM HAYES MECHANICAL LLC AND AUTHORIZING THE PURCHASE OF A HVAC MAINTENANCE AND SERVICE PROGRAM FOR VILLAGE FACILITIES FOR ONE YEAR, AT A COST NOT TO EXCEED \$18,900.00. (ADOPT)

Assistant to the Administrator Alex Arteaga indicated that Village staff deemed preventative HVAC maintenance as a necessary contractual expense for FY 22-23. In 2021, the Village of Glenview and City of Lake Forest led a joint bid for HVAC maintenance services. As part of the Village of Glenview's MPI (Municipal Partnering Initiative) program, staff were made aware of a contract that was executed between the Village of Glenview, City of Lake Forest, and Hayes Mechanical for preventative HVAC maintenance. Hayes Mechanical was the lowest responsible bidder for an HVAC Maintenance RFP that was issued by Glenview and Lake Forest in the Fall of 2021.

Mayor Trilla questioned which Village facilities were included in the contract. Foreman Passero indicated in included the Village Hall, police department, Community Resource center as well as the Public Works building.

With that in mind, Mayor Trilla asked which budget would be debited. Foreman Passero stated that the costs would be allocated to the Administrative Maintenance budget.

Trustee Davi asked if we currently have a maintenance program like this in place and what the current cost is. Foreman Passero indicated he did not have the exact amount, but that the current contract was considerably higher. Assistant Administrator Halloran added that we budgeted approximately \$30,000 for this project.

Trustee Mistele asked if we could enter into the proposal for a three-year term at the same rate. Neither Foreman Passero nor Assistant Administrator Halloran were certain. Mayor Trilla indicated that this would be worth looking into, to lock in the costs.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 22-R-46 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 22-R-47 - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A FIRST AMENDMENT TO AN EMPLOYMENT AGREEMENT WITH BRIAN PABST FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 22-R-47 as presented.

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

MOTION DECLARED CARRIED

9. REGARDING THE TEMPORARY POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT

- a. ORDINANCE NO. 22-O-32 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK CREATING THE TEMPORARY EMPLOYMENT POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to pass Ordinance 22-O-32 as presented.

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

MOTION DECLARED CARRIED

- b. RESOLUTION NO. 22-R-48 - A RESOLUTION APPOINTING BRIAN PABST TO THE TEMPORARY EMPLOYMENT POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adopt Resolution 22-R-48 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 22-R-49 - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH SEAN HALLORAN FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution 22-R-49 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. TRUSTEE REPORTS

Trustee Neal reminded the Board that the Police Department will be sponsoring Cop on the Rooftop at Willowbrook Dunkin' Donuts on August 19th from 5 a.m. to 12 noon to benefit Illinois Special Olympics. All donations and participation will be greatly appreciated.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

12. ATTORNEY'S REPORT

Attorney Durkin had no report.

13. CLERK'S REPORT

Clerk Hahn had no report.

14. ADMINISTRATOR'S REPORT

Administrator Pabst had no report.

15. MAYOR'S REPORT

Mayor Trilla related the that United States EPA (Environmental Protection Agency) will be holding a meeting regarding ethylene oxide use throughout the nation. Trustee Neal and I will attend this meeting. We will report our findings to the Board.

16. EXECUTIVE SESSSION

There being no need this evening for an executive session I will entertain a motion for adjournment.

17. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:43 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 8, 2022, 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, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Gregory Ruffolo, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Chief Financial Officer Michael Rock, Director of Parks and Recreation Dustin Kleefisch, Deputy Clerk Christine Mardegan, Chief Robert Schaller, Deputy Chief Lauren Kaspar, and Municipal Services Foreman AJ Passero.

Present via conference call, due to the COVID-19 pandemic, were none.

Absent Deputy Chief Benjamin Kadolph

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Chief Financial Officer Rock to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

None present and no written comments were received.

5. ADOPTION OF A NEW PRIMARY AND SECONDARY LOGO FOR THE VILLAGE OF WILLOWBROOK

Assistant Administrator Halloran explained there is an issue with the colored background on the current logo and the need for consistency across all uses of the Village logo. Based on the Board's feedback staff will begin the change over from the old logo to the new logo, green background circle with white capital W. All uses of the logo will be changed except on the water towers which will be completed when they are ready for repainting.

The consensus of the Board was to update the logo, particularly to provide consistency in its use.

6. IMPLEMENTATION AND DEPLOYMENT OF CIVIC PLUS' SEECCLICKFIX CITIZEN REQUEST MANAGEMENT SYSTEM

Assistant to the Administrator Arteaga presented the background and information regarding the CivicPlus Citizen Request Management System, SeeClickFix, a non-emergency platform which allows residents to report issues, identify repair need, share feedback and ask questions of the Village leaders and staff.

A four-month trial subscription is being offered by CivicPlus, our current website provider. The portal would be embedded in our website. Initially, requests will be accepted in the following categories:

- | | | |
|----------------------|---------------------|---------------------|
| ▪ Sidewalk repair | ▪ Fire hydrants | ▪ Property |
| ▪ Damaged trees | ▪ Vandalism | maintenance issues |
| ▪ Refuse/recycling | ▪ Standing water | ▪ Water main breaks |
| ▪ Roadkill incidents | ▪ Storm drain/catch | ▪ Snow plowing |
| ▪ Road repair | basin issues | ▪ Utility box / |
| ▪ Street signs | ▪ Streetlights | station/wire issues |

Mr. Arteaga reviewed submission of an online request and the use of the mobile app platform.

Questions were raised regarding the cost after the trial period as well as how to promote the use of the application. Mr. Arteaga and Assistant Village Administrator Halloran responded that the annual cost would be \$4000.00, and a social media promotion was planned through the Village website and Facebook.

The Board offered enthusiastic support for the project. Updates will be provided to the Board as the project progresses.

7. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:08 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

W A R R A N T S

August 22, 2022

GENERAL CORPORATE FUND	-----	\$202,464.35
WATER FUND	-----	\$219,995.48
CAPITAL PROJECT FUND	-----	77,750.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$72,132.42
TOTAL WARRANTS	-----	\$572,342.25

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/22/2022	APCH	99039	KAREN GRANT	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	150.00
08/22/2022	APCH	99040	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
08/22/2022	APCH	99041	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	67.29
				COPY SERVICE	630-315	30	998.16
				CHECK APCHK 99041 TOTAL FOR FUND 01:			1,065.45
08/22/2022	APCH	99042	KRISTEN ZAGOZDON	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	50.00
08/22/2022	APCH	99044	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	26,898.79
				FEES - VILLAGE ATTORNEY	470-239	10	220.00
				FEES - VILLAGE ATTORNEY	470-239	10	0.70
				FEES - SPECIAL ATTORNEY	470-241	10	1,254.00
				FEES - LABOR COUNSEL	470-242	10	55.00
				FEES - LABOR COUNSEL	470-242	10	3,304.40
				CONTINGENCIES	490-799	10	418.00
				CHECK APCHK 99044 TOTAL FOR FUND 01:			32,150.89
08/22/2022	APCH	99045	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30	946.00
08/22/2022	APCH	99046	LIBERTY SALES	CONTINGENCIES	490-799	10	402.34
08/22/2022	APCH	99047	LYRIC OPERA OF CHICAGO GROUP SAL	ACTIVE ADULT PROGRAM	590-517	20	3,090.00
08/22/2022	APCH	99048	MATHAI NEDUMGOTTIL	PARK PERMIT FEES	310-814	00	300.00
08/22/2022	APCH	99049	Matt Fales	BROW21-011 - PB21-476	210-109	00	1,500.00
08/22/2022	APCH	99050	MEGAN SILKE	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	100.00
08/22/2022	APCH	99051*#	MID AMERICAN WATER	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,780.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,030.00
				CHECK APCHK 99051 TOTAL FOR FUND 01:			7,810.00
08/22/2022	APCH	99053	NICHOLAS CLEDON	UNIFORMS	630-345	30	401.70
08/22/2022	APCH	99054	NICOLE MAGGARD	SPECIAL EVENTS	310-817	00	300.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/22/2022	APCH	99055	NOVOTNY ENGINEERING	ENGINEERING SERVICES	820-262	40	187.50
				ENGINEERING SERVICES	820-262	40	87.50
				ENGINEERING SERVICES	820-262	40	421.25
				ENGINEERING SERVICES	820-262	40	106.25
				ENGINEERING SERVICES	820-262	40	106.25
				CHECK APCHK 99055 TOTAL FOR FUND 01:			908.75
08/22/2022	APCH	99056	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	5,928.00
08/22/2022	APCH	99057	ORKIN EXTERMINATING	FEES/DUES/SUBSCRIPTIONS	630-307	30	35.00
08/22/2022	APCH	99058	PAM ROHRBAHER	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	225.00
08/22/2022	APCH	99059	PHIL MRZLAK	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	25.00
08/22/2022	APCH	99060	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	725.66
				OPERATING EQUIPMENT	630-401	30	1,853.60
				OPERATING EQUIPMENT	630-401	30	63.34
				OPERATING EQUIPMENT	630-401	30	12.99
				OPERATING EQUIPMENT	630-401	30	67.98
				CHECK APCHK 99060 TOTAL FOR FUND 01:			2,723.57
08/22/2022	APCH	99061	READY REFRESH	WELLNESS	480-276	10	86.93
08/22/2022	APCH	99062	ROBERT HALF	CONSULTING FEES - CLERICAL	471-253	10	893.00
				CONSULTING FEES - CLERICAL	471-253	10	816.68
				CONSULTING FEES - CLERICAL	471-253	10	893.00
				CHECK APCHK 99062 TOTAL FOR FUND 01:			2,602.68
08/22/2022	APCH	99063	ROCK VALLEY PUBLISHING LLC	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	780.00
08/22/2022	APCH	99064	RON SNEED	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	100.00
08/22/2022	APCH	99065	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	113.42
08/22/2022	APCH	99066	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	4,485.00
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	3,655.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				CHECK APCHK 99066 TOTAL FOR FUND 01:			8,140.00
08/22/2022	APCH	99067#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	67.22
				PHONE - TELEPHONES	630-201	30	67.22
				CHECK APCHK 99067 TOTAL FOR FUND 01:			134.44
08/22/2022	APCH	99068	SIGNS NOW	OFFICE SUPPLIES	630-301	30	38.50
08/22/2022	APCH	99069	STATS SPORTS BAR	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	50.00
08/22/2022	APCH	99070	STONE WHEEL, INC.	MAINTENANCE - VEHICLES	630-409	30	113.33
08/22/2022	APCH	99071	SUSANA RUANO	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	50.00
08/22/2022	APCH	99072*#	TAMELING INDUSTRIES	MAINTENANCE - EQUIPMENT PARKS	570-411	20	1,181.33
08/22/2022	APCH	99073	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	100.00
				ELEVATOR INSPECTION	830-117	40	86.00
				ELEVATOR INSPECTION	830-117	40	129.00
				ELEVATOR INSPECTION	830-117	40	43.00
				ELEVATOR INSPECTION	830-117	40	559.00
				ELEVATOR INSPECTION	830-117	40	516.00
				CHECK APCHK 99073 TOTAL FOR FUND 01:			1,433.00
08/22/2022	APCH	99074	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	203.80
08/22/2022	APCH	99077	WANDERING TREE ESTATE LTD	ACTIVE ADULT PROGRAM	590-517	20	1,350.00
08/22/2022	APCH	99078	WILD GOOSE CHASE INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	960.00
				Total for fund 01 GENERAL FUND			202,464.35

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
08/22/2022	APCH	277 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	177,192.26
08/22/2022	APCH	279 (E) *#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	4,500.48
				HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,142.05
				CHECK APCHK 279 (E) TOTAL FOR FUND 02:			5,642.53
08/22/2022	APCH	99001	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS 6501 BENTLEY	430-276	50	736.00
08/22/2022	APCH	99018	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	174.68
08/22/2022	APCH	99027	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	150.00
08/22/2022	APCH	99029*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,900.00
				SPOILS HAULING SERVICES	430-280	50	4,500.00
				SPOILS HAULING SERVICES 7/28/22	430-280	50	4,500.00
				CHECK APCHK 99029 TOTAL FOR FUND 02:			14,900.00
08/22/2022	APCH	99031	GBJ SALES, LLC	STREET IMPROVEMENTS SERVICES AQUA PAT	430-281	50	422.00
08/22/2022	APCH	99032	GRIT PIPE SOLUTIONS LLC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,475.00
08/22/2022	APCH	99033*#	H AND R CONSTRUCTION INC.	SPOILS HAULING SERV RIDGEMOOR PARK 8/	430-280	50	5,696.00
08/22/2022	APCH	99035*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	427.04
				OPERATING EQUIPMENT	430-401	50	540.94
				OPERATING EQUIPMENT	430-401	50	96.93
				CHECK APCHK 99035 TOTAL FOR FUND 02:			1,064.91
08/22/2022	APCH	99043	LA FASTENERS INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	10.40
08/22/2022	APCH	99051*#	MID AMERICAN WATER	MATERIAL & SUPPLIES -DISTRIB FORD CL	430-476	50	432.00
08/22/2022	APCH	99052	MRO SYSTEMS LLC	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	268.88
08/22/2022	APCH	99072*#	TAMELING INDUSTRIES	MAT & SUPP- STANDPIPE/PUMPHOUS TOPSOI	425-475	50	210.60
				WATER DISTRIBUTION REPAIRS/MAINT FA;L	430-277	50	8,135.20
				STREET IMPROVEMENTS SERVICES	430-281	50	1,441.02

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
				CHECK APCHK 99072 TOTAL FOR FUND 02:			9,786.82
08/22/2022	APCH	99075	ULINE	VEHICLE MAINTENANCE TIRE RACK	401-350	50	349.00
08/22/2022	APCH	99076	UNDERGROUND PIPE & VALVE, CO.	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	695.00
				Total for fund 02 WATER FUND			219,995.48

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
08/22/2022	APCH	99008	BRIGHTER ELECTRIC	PUBLIC WORKS EQUIP T NEW ELEC @ WASH	600-322	55	2,460.00
08/22/2022	APCH	99012	CDW GOVERNMENT, INC.	RADIO REPLACEMENT	600-319	55	3,850.00
08/22/2022	APCH	99022	DESIGN PERSPECTIVES INC	RIDGEMOOR PARK PROJECT	600-328	55	1,500.00
08/22/2022	APCH	99026	ENGINEERING SOLUTIONS TEAM	COMMUNITY CENTER CONSTRUCTION	600-326	55	6,740.00
08/22/2022	APCH	99028	EXCLUSIVE WINDOWS, INC.	RIDGEMOOR PARK PROJECT	600-328	55	63,200.00
Total for fund 10 CAPITAL PROJECT FUND							77,750.00

Account coding 600-328 incorrect for this entry. Should be 600-329. Entry was corrected in the journal entry. Unable to re-run disbursement report. See attached correction for credit to code 600-328 and debit account 600-329.

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
08/22/2022	APCH	279 (E) *#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	380.68
08/22/2022	APCH	99038	KANE, MCKENNA & ASSOCIATES, INC.	LEGAL FEES	401-242	15	3,887.50
08/22/2022	APCH	99079	WILLOWBROOK TOWN CENTER LLC	SALES TAX REBATE- TOWN CENTER	455-513	15	67,864.24
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			72,132.42
TOTAL - ALL FUNDS							572,342.25

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

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

Willowbrook
JOURNAL ENTRY
JE: 3499

Post Date: 08/17/2022
Entry Date: 08/19/2022
Description: RECLASS

Entered By: CFO
Journal: GJ

GL #	Description	DR	CR
10-55-600-328	RIDGEMOOR PARK PROJECT		63,200.00
10-55-600-329	NEW WINDOWS AT VILLAGE HALL	63,200.00	
Journal Total:		63,200.00	63,200.00

APPROVED BY: _____


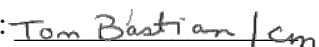
Correction for incorrect coding allocation on report page 9/10 for payment to Exclusive Windows. GL #600-328 credited and GL #600-329 debited

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

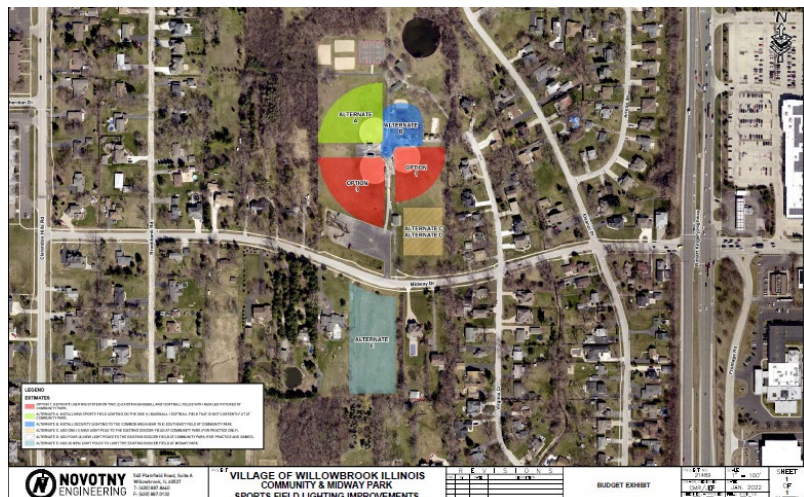
A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO LYONS ELECTRIC COMPANY, INC. FOR THE BORSE MEMORIAL COMMUNITY PARK LIGHTING IMPROVEMENTS PROJECT

AGENDA NO. 6.**AGENDA DATE: 8/22/2022****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 ☐

Throughout the 2022-2023 budget discussions with the Board, staff recommended lighting upgrades throughout Borse Park. Over the past ten years, Borse Memorial Park has been in need of lighting upgrades, improvements, and additions. The current ball field lighting was installed in the mid-1990s and utilizes metal halide bulbs. The proposed scope of work will include new wiring to the existing poles, replace the outdated fixtures with LED, add additional poles and fixtures to the installed-on field three, an additional pole added on the southeast corner of the park, and additional lighting added to an existing pole overlooking the play equipment. Bid openings were held on August 16, 2022. Three bids were submitted, and the lowest responsible bidder is Lyons Electric Company, Inc. at a cost of \$586,000.00

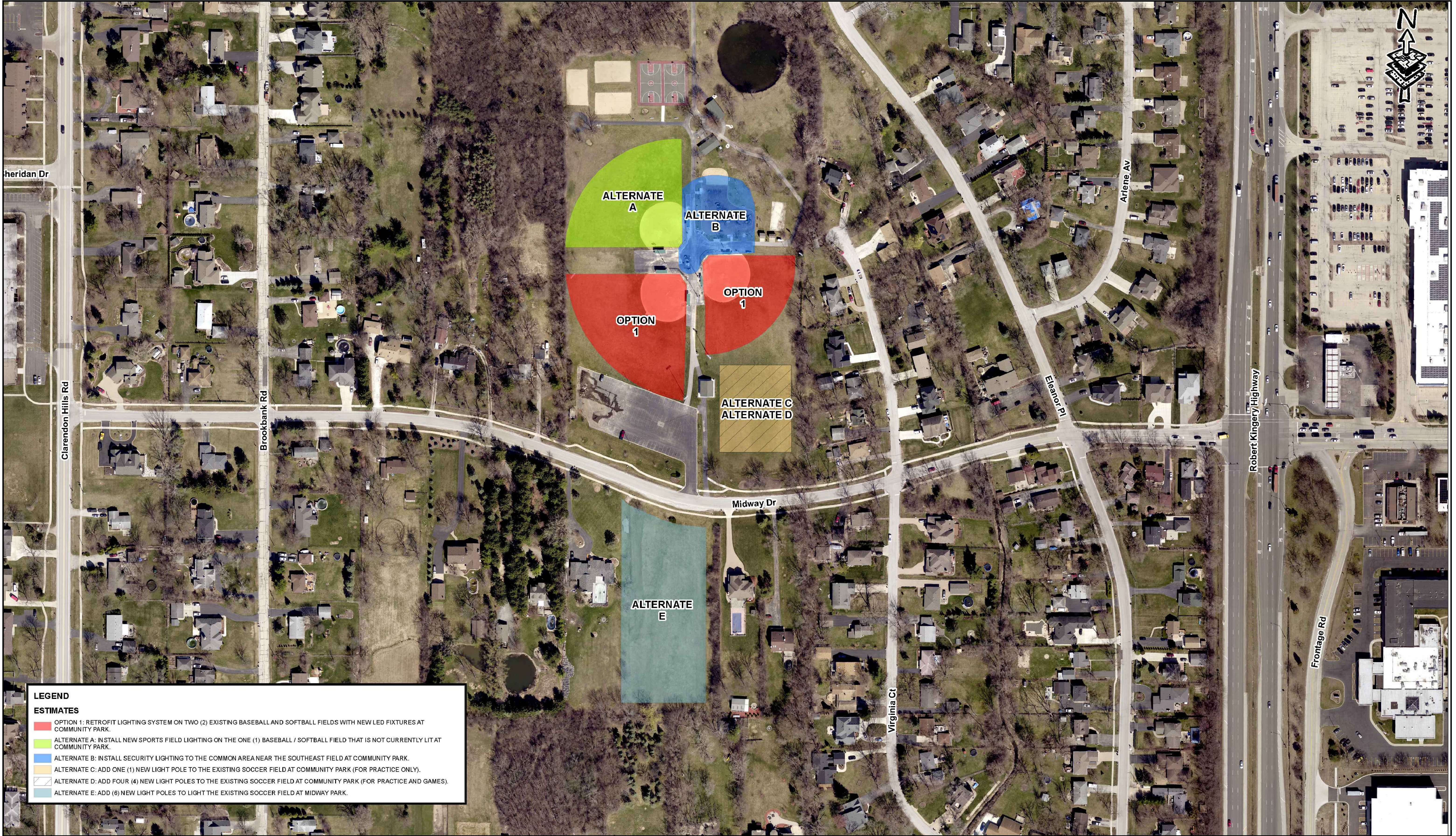
Lyons Electric	Richmond Electric	Utility Dynamics Corp
\$586,000.00	\$597,700.00	\$599,760.00

By improving the lighting, adding additional poles, and utilizing new technologies, staff will be able to host more community events within the Park and will be able to have the potential of reducing overtime.

**STAFF RECOMMENDATION**

Staff budgeted \$645,000 for this project. Engineering costs are not to exceed \$40,000. This project is projected to come in under budget by \$19,000

ACTION PROPOSED: Adopt the Resolution.



LEGEND

ESTIMATES

OPTION 1: RETROFIT LIGHTING SYSTEM ON TWO (2) EXISTING BASEBALL AND SOFTBALL FIELDS WITH NEW LED FIXTURES AT COMMUNITY PARK.

ALTERNATE A: INSTALL NEW SPORTS FIELD LIGHTING ON THE ONE (1) BASEBALL / SOFTBALL FIELD THAT IS NOT CURRENTLY LIT AT COMMUNITY PARK.

NOVOTNY

ENGINEERING

545 Plainfield Road, Suite A
Willowbrook, IL 60527
T: (630) 887.8640
F: (630) 887.0132

Illinois Professional Design Firm No. 184-000928

PROJECT

VILLAGE OF WILLOWBROOK ILLINOIS
COMMUNITY & MIDWAY PARK
SPORTS FIELD LIGHTING IMPROVEMENTS

R E V I S I O N S			
NO.	BY	DATE	DESCRIPTION

BUDGET EXHIBIT

PROJECT NO.
21489

DRAWN/DESIGNED
CMR/JEF

CHECKED/APPROVED
JEF/JEF

SCALE
1" = 100'

DATE
JAN. 2022

FIELD BOOK NO.
FILE

SHEET
1
OF
1
SHEETS

August 17, 2022

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

Re: Borse Memorial Community Park –
Lighting Improvements
Bid Tabulation

Dear Sean:

Enclosed is the *Tabulation of Bids* for the bids that were received and opened for the above-referenced project at 10:00 a.m. on August 16, 2022. Three (3) bids were received and tabulated, with no apparent errors found.

The low bidder is Lyons Electric Company, Inc., submitting a bid in the amount of \$586,000.00, which is \$120,875.00 (25.99%) above the Engineer's Estimate of \$465,125.00.

Lyons Electric Co., Inc. is qualified to perform this work, therefore, we recommend that the Contract be awarded to **Lyons Electric Co., Inc., 650 E. Elm Avenue, La Grange, IL 60525** in the amount of **\$586,000.00**.

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

Sincerely,

NOVOTNY ENGINEERING



John E. Fitzgerald, P.E.

JEF/clc

Enclosure

cc: Mr. Brian Pabst, Village Administrator, w/Enc.
Mr. Andrew Passero, Public Services Foreman, w/Enc.
File No. 21489

Date: 8/17/2022

TABULATION OF BIDS

Page 1 of 1

OWNER: Village of Willowbrook
PROJECT DESCRIPTION: Borse Memorial Community Park- Lighting Improvements
 Ballfields 1,2 & 3 and Future Soccer Field and Playground Area
BID OPENING: August 16, 2022 @ 10:00 am

PROJECT NO :

				Engineer's Estimate		Lyons Electric Co., Inc. 650 E Elm Avenue LaGrange, IL 60525 5% Bid Bond		Richmond Electric Co., Inc 8200 S. Janes Avenue Woodridge, IL 60517 5% Bid Bond		Utility Dynamics Corp. 23 Commerce Dr Oswego, IL 60543 5% Bid Bond	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sports Field Lighting System, Complete	L SUM	1	\$ 396,000.00	\$ 396,000.00	\$ 481,750.00	\$ 481,750.00	\$ 523,820.00	\$ 523,820.00	\$ 515,000.00	\$ 515,000.00
2	Remove Electric Cable from Unit Duct	FOOT	610	2.00	1,220.00	0.91	555.10	6.00	3,660.00	2.00	1,220.00
3	Electric Cable in Unit Duct, 600 Volt (XLP-Type Use) 3-1/C No. 3 & 1/C No. 4 Ground	FOOT	710	9.00	6,390.00	14.39	10,216.90	14.00	9,940.00	11.00	7,810.00
4	Electric Cable in Unit Duct, 600 Volt (XLP-Type Use) 3-1/C No. 10 & 1/C No. 12 Ground	FOOT	305	3.50	1,067.50	3.48	1,061.40	10.00	3,050.00	8.00	2,440.00
5	Electric Cable in Unit Duct, 600 Volt (XLP-Type Use) 3-1/C No. 14 & 1/C No. 16 Ground	FOOT	150	3.00	450.00	2.98	447.00	10.00	1,500.00	6.00	900.00
6	Unit Duct with 3-1/C No. 3 & 1/C No. 4 Ground 600 V (XLP-Type Use) 1-1/2" Dia. Polyethylene	FOOT	510	13.00	6,630.00	14.92	7,609.20	14.00	7,140.00	18.00	9,180.00
7	Unit Duct with 3-1/C No. 3 & 1/C No. 4 Ground and 3-1/C No. 10 & 1/C No. 12 Ground 600 V (XLP-Type Use) 1-1/2" Dia. Polyethylene	FOOT	235	14.50	3,407.50	18.03	4,237.05	23.00	5,405.00	20.00	4,700.00
8	Unit Duct with 3-1/C No. 4 & 1/C No. 6 Ground 600 V (XLP-Type Use) 1-1/2" Dia. Polyethylene	FOOT	225	12.00	2,700.00	11.17	2,513.25	14.00	3,150.00	18.00	4,050.00
9	Unit Duct with 3-1/C No. 10 & 1/C No. 12 Ground 600 V (XLP-Type Use) 1-1/2" Dia. Polyethylene	FOOT	75	8.00	600.00	6.75	506.25	10.00	750.00	16.00	1,200.00
10	Unit Duct with 3-1/C No. 4 & 1/C No. 6 Ground 600 V (XLP-Type Use) 2" Dia. Polyethylene	FOOT	540	16.00	8,640.00	11.67	6,301.80	14.00	7,560.00	18.00	9,720.00
11	Directional Boring and Pulling Unit Duct	FOOT	1335	12.00	16,020.00	16.26	21,707.10	15.00	20,025.00	4.00	5,340.00
12	Junction Box	EACH	6	1,000.00	6,000.00	3,357.00	20,142.00	600.00	3,600.00	1,700.00	10,200.00
13	Restoration	L SUM	1	12,000.00	12,000.00	28,677.95	28,677.95	7,500.00	7,500.00	15,000.00	15,000.00
14	Insurance Provisions, Complete	L SUM	1	4,000.00	4,000.00	275.00	275.00	600.00	600.00	13,000.00	13,000.00
Sub - Totals :					\$ 465,125.00		\$ 586,000.00		\$ 597,700.00		\$ 599,760.00
Bid Error Corrections:											
Corrected Totals ---							\$ 586,000.00		\$ 597,700.00		\$ 599,760.00
Over / Under ----							\$ 120,875.00		\$ 132,575.00		\$ 134,635.00
Percent ----							25.99%		28.50%		28.95%

RESOLUTION NO. 22-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
DETERMINING THE LOWEST RESPONSIBLE BIDDER AND
AWARDING A CONTRACT TO LYONS ELECTRIC COMPANY, INC. FOR THE BORSE
MEMORIAL COMMUNITY PARK LIGHTING IMPROVEMENTS PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) publicly advertised, in the manner prescribed by law, for sealed bids for the Borse Memorial Community Park Lighting Improvements Project (the “Project”); and

WHEREAS, the sealed bids received were publicly opened at 10:00 a.m. on August 16, 2022, examined and declared by officials of the Village, in the manner provided by law; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder for the Project in the Village is Lyons Electric Company, Inc. at a bid of Five Hundred Eighty-Six Thousand and 00/100 Dollars (\$586,000.00).

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

SECTION 1: Recitals.

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

SECTION 2: Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find Lyons Electric Company, Inc. to be the lowest responsible bidder for the Borse Memorial Community Park Lighting Improvements Project, as set forth in its bid.

SECTION 3: Award of Contract.

Lyons Electric Company, Inc. is hereby awarded the contract for the afore-referenced Project at a cost not to exceed Five Hundred Eighty-Six Thousand and 00/100 Dollars (\$586,000.00), as set forth in its bid proposal subject to: the furnishing of the proper bonds and execution of all contract documents.

1083518.1

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 all contract documents for the project, all on behalf of the Village of Willowbrook, in substantially the same form as the contract 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 22nd day of August, 2022 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

VILLAGE OF WILLOWBROOK DuPAGE COUNTY, ILLINOIS

NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL
CONTRACT
CONTRACT BOND

FOR

BORSE MEMORIAL COMMUNITY PARK - LIGHTING IMPROVEMENTS

Prepared By:

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

Project No. 21489

August 2022

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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. 21489

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 **10:00 a.m., on the 16th day of August, 2022,** and will be publicly opened and read at that time.

II. DESCRIPTION OF WORK:

The proposed work is officially known as:

**BORSE MEMORIAL COMMUNITY PARK -
LIGHTING IMPROVEMENTS**

and includes the construction and enhancement of baseball field and future soccer field lighting systems, including galvanized steel light pole standards, LED luminaires, cross arms, unit duct with electric cable directionally bored, electrical control cabinet, restoration, and other appurtenant construction.

III. INSTRUCTIONS TO BIDDERS:

- A. All applicable work will be in conformance with the "Standard Specifications for Road and Bridge Construction", dated January 1, 2022.
- B. Plans and proposal forms are available for download only from QuestCDN via the Novotny Engineering website, <http://novotnyengineering.com>, "Bidding" tab, for a non-refundable charge of \$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-100

<u>Title</u>	<u>Page</u>
BDE SPECIAL PROVISIONS.....	28
BASIC MATERIALS AND METHODS - ELECTRICAL	49
DIRECTIONAL BORING AND PULLING UNIT DUCT	97
DUPAGE COUNTY PREVAILING WAGE RATES	23
ELECTRIC CABLE IN CONDUIT, 600 VOLT (XLP-TYPE USE).....	90
ELECTRIC CABLE IN UNIT DUCT, 600 VOLT (XLP-TYPE USE)	90
GENERAL ELECTRICAL PROVISIONS	30
INSURANCE PROVISIONS – COMPLETE	15
JUNCTION BOX	99
REMOVE ELECTRIC CABLE FROM UNIT DUCT	89
RESTORATION	100
SPORTS FIELD LIGHTING SYSTEM, COMPLETE	56
STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.....	3
STATEMENT OF EXPERIENCE REQUIREMENT	1
SUBMITTING BID DOCUMENTS.....	2
SUPPLEMENTAL SPECIFICATIONS & RECURRING SPECIAL PROVISIONS	25
TRAFFIC CONTROL AND PROTECTION.....	103
UNIT DUCT, 600 VOLT (XLP-TYPE USE), 1-½" DIA., POLYETHYLENE.....	94
UNIT DUCT, 600 VOLT (XLP-TYPE USE), 2" DIA., POLYETHYLENE	94

SPECIAL PROVISION

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



PREQUALIFICATION OF BIDDERS

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

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



AFFIDAVIT

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



"STATEMENT OF EXPERIENCE" REQUIREMENT

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

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

SPECIAL PROVISION

SUBMITTING BID DOCUMENTS

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

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

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

SPECIAL PROVISIONS

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

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

Owner - Shall mean the awarding authority of the agency who is to be a party of this Contract, i.e., Mayor and City Council, President and Board of Trustees, Board of Commissioners, or other governmental body as appropriate.

Engineer - Shall mean Frank Novotny & Associates, Inc. dba Novotny Engineering, their officers, employees, and agents who are employed by the Owner to act as their professional representative on the project.

Project - Shall mean all work described and/or shown in the Plans and Specifications that are part of the Contract between the Contractor and the Owner.

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

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

PREFERENCE IN EMPLOYMENT: No person shall be refused or denied employment in any capacity on the grounds of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Owner.

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

MAN.5(Rev.)07/2016

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

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

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

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

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

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

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

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

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

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future Contracts of subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, or the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, in all solicitations or advertisements, for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION LAYOUT MATERIALS: Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT

1. **THIS AGREEMENT**, made and concluded the _____ day of _____, 2022, between the Village of Willowbrook acting by and through the Mayor and Village Council as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

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

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny & Associates, Inc., dba Novotny Engineering, and designated as **BORSE MEMORIAL COMMUNITY PARK - LIGHTING IMPROVEMENTS**, 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)

Secretary

(Corporate Seal)

(SAMPLE)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

SS

City # _____

COUNTY OF _____

Loan # _____

TO WHOM IT MAY CONCERN:

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

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

Given under _____ hand _____ and seal _____
this _____ day of _____, 2022.

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 _____, 2022.

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2022.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE

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

Hold Harmless Provisions

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

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

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

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

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

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

Insurance

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

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

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont’d.

A. Minimum Limits of Insurance

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

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

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

2. **Owners and Engineers-**
Contractors Protective Liability: An OCP Policy shall also be provided having limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability. The OWNER and FRANK NOVOTNY & ASSOCIATES, INC. dba as NOVOTNY ENGINEERING will be the named insureds on this OCP Policy. There will be NO deductible or self-insured retention amount due on this OCP policy.

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

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

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont’d.

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

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

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

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

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

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

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

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

B. Contractor's Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

1. Contractor's Insurance:

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

2. OCP Policy:

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

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

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

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

F. Subcontractors

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

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

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

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

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS OWNER: VILLAGE OF WILLOWBROOK PROJECT DESCRIPTION: BORSE MEMORIAL COMMUNITY PARK – LIGHTING IMPROVEMENTS, WILLOWBROOK, IL “Certificate Holders” are “Additional Insureds” on a Primary Non-Contributory Basis with respect to the General Liability only. “Waiver of Subrogation” is provided on the Workers’ Compensation coverage in favor of the CERTIFICATE HOLDER(S). No endorsements or additional forms shall modify or limit the coverage provided to the “ADDITIONAL” INSURED(S).																																																																																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;"> CERTIFICATE HOLDER <input checked="" type="checkbox"/> Additional Insured, Insurer Letter: OWNER (Including its officials, employees and volunteers) and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING (Including its agents and employees) </td> <td style="width:50%; vertical-align: top;"> CANCELLATION 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: OWNER (Including its officials, employees and volunteers) and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING (Including its agents and employees)	CANCELLATION 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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INSURANCE BINDER

Date (MM/DD/YYYY)

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY		COMPANY		BINDER	
		EFFECTIVE TIME		EXPIRATION TIME	
		DATE		DATE	
		AM PM		12:01 AM NOON	
Phone (A/C. No. Ext)		FAX (A/C. No. Ext)		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #	
CODE: AGENCY CUSTOMER NO.		SUB CODE:		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)	
INSURED		OWNER and		VILLAGE OF WILLOWBROOK	
FRANK NOVOTNY & ASSOCIATES, INC. dba		NOVOTNY ENGINEERING		BORSE MEMORIAL COMMUNITY PARK –	
				LIGHTING IMPROVEMENTS	
				NOVOTNY ENGINEERING PROJECT NO. 21489	

COVERAGES**LIMITS**

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

NAME & ADDRESS

OWNER (Including its officials, employees and volunteers)
and
FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING (Including its agents and employees)

MORTGAGEE
LOSS PAYEE**ADDITIONAL INSURED**

LOAN #

AUTHORIZED REPRESENTATIVE

DuPage County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
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		47.56	64.89	1.5	1.5	2.0	2.0	7.00	13.32	0.00	1.19	1.43
ELECTRIC PWR GRNDMAN	All	ALL		36.53	64.89	1.5	1.5	2.0	2.0	7.00	10.23	0.00	0.92	1.10
ELECTRIC PWR LINEMAN	All	ALL		57.17	64.89	1.5	1.5	2.0	2.0	7.00	16.01	0.00	1.43	1.72
ELECTRIC PWR TRK DRV	All	ALL		37.86	64.89	1.5	1.5	2.0	2.0	7.00	10.61	0.00	0.95	1.14
ELECTRICIAN	All	BLD		43.08	47.33	1.5	1.5	2.0	2.0	13.60	27.57	7.13	1.20	
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	NE	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE MASON	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
ORNAMENTAL IRON WORKER	E	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		49.85	52.84	1.5	1.5	2.0	2.0	12.10	21.48	0.00	1.09	
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	All	BLD		47.80	51.80	1.5	1.5	2.0	2.0	11.58	14.71	0.00	0.96	
SHEETMETAL WORKER	All	BLD		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59	2.54
SPRINKLER FITTER	All	BLD		52.25	55.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75	
STEEL ERECTOR	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MASON	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TILE MASON	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRAFFIC SAFETY WORKER II	All	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRUCK DRIVER	All	ALL	1	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS



**Illinois Department
of Transportation**

Check Sheet for Recurring Special Provisions



Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	

☐ Check this box for lettings prior to 01/01/2022.

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

Recurring Special Provisions		Reference Page No.
Check Sheet #		
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	4
3	<input checked="" type="checkbox"/> EEO	5
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/> Required Provisions - State Contracts	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	28
9	<input type="checkbox"/> Construction Layout Stakes	29
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	32
11	<input type="checkbox"/> Subsealing of Concrete Pavements	34
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	38
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	40
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	41
15	<input type="checkbox"/> Polymer Concrete	43
16	<input type="checkbox"/> PVC Pipeliner	45
17	<input type="checkbox"/> Bicycle Racks	46
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	48
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	50
20	<input type="checkbox"/> English Substitution of Metric Bolts	51
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	52
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	53
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	61
24	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	77
25	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	79
26	<input type="checkbox"/> Temporary Raised Pavement Markers	85
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	86
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	89
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	93
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	96
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	98
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	99

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	

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

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	101
LRS 2	<input type="checkbox"/> Furnished Excavation	102
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	103
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	104
LRS 5	<input checked="" type="checkbox"/> Contract Claims	105
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	106
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	112
LRS 8	Reserved	118
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	119
LRS 10	Reserved	123
LRS 11	<input checked="" type="checkbox"/> Employment Practices	124
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	126
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	128
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	129
LRS 15	<input checked="" type="checkbox"/> Partial Payments	132
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	133
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	134
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	135
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	136

BDE SPECIAL PROVISIONS
For the August 5, 2022 and September 23, 2022 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099	1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192	3	<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	6	<input type="checkbox"/> Blended Finely Divided Minerals	April 1, 2021	
80241	7	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
* 50531	8	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
* 50261	9	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80384	10	<input type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	11	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199	12	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	13	<input type="checkbox"/> Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	14	<input type="checkbox"/> Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	15	<input type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434	16	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	17	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80229	18	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80433	19	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80422	20	<input type="checkbox"/> High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
80443	21	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
* 80442	22	<input type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2022	Aug. 1, 2022
80444	23	<input type="checkbox"/> Hot-Mix Asphalt - Patching	April 1, 2022	
80438	24	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80411	25	<input type="checkbox"/> Luminaires, LED	April 1, 2019	Jan. 1, 2022
80045	26	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
80418	27	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80430	28	<input type="checkbox"/> Portland Cement Concrete – Haul Time	July 1, 2020	
34261	29	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80395	30	<input type="checkbox"/> Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	31	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127	32	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	33	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	34	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	35	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	
80435	36	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
80410	37	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
20338	38	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80318	39	<input type="checkbox"/> Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	40	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80440	41	<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
80302	42	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	43	<input type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	44	<input type="checkbox"/> Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
50481	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
80439	Vehicle and Equipment Warning Lights	Nov. 1, 2021	

The following special provisions are in the 2022 Standard Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80425	Cape Seal	Sections 405, 1003	Jan. 1, 2020	Jan. 1, 2021
80387	Contrast Preformed Plastic Pavement Marking	Articles 780.08, 1095.03	Nov. 1, 2017	
80402	Disposal Fees	Article 109.04(b)	Nov. 1, 2018	
80378	Dowel Bar Inserter	Articles 420.03, 420.05, 1103.20	Jan. 1, 2017	Jan. 1, 2018
80421	Electric Service Installation	Articles 804.04, 804.05	Jan. 1, 2020	
80415	Emulsified Asphalts	Article 1032.06	Aug. 1, 2019	
80423	Engineer's Field Office and Laboratory	Section 670	Jan. 1, 2020	
80417	Geotechnical Fabric for Pipe Underdrains and French Drains	Articles 1080.01(a), 1080.05	Nov. 1, 2019	
80420	Geotextile Retaining Walls	Article 1080.06(d)	Nov. 1, 2019	
80304	Grooving for Recessed Pavement Markings	Articles 780.05, 780.14, 780.15	Nov. 1, 2012	Nov. 1, 2020
80416	Hot-Mix Asphalt – Binder and Surface Course	Sections 406, 1003, 1004, 1030, 1101	July 2, 2019	Nov. 1, 2019
80398	Hot-Mix Asphalt – Longitudinal Joint Sealant	Sections 406, 1032	Aug. 1, 2018	Nov. 1, 2019
80406	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Sections 406, 1030	Jan. 1, 2019	Jan. 2, 2021
80347	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Sections 406, 1030	Nov. 1, 2014	July 2, 2019
80383	Hot-Mix Asphalt – Quality Control for Performance	Sections 406, 1030	April 1, 2017	July 2, 2019
80393	Manholes, Valve Vaults, and Flat Slab Tops	Articles 602.02, 1042.10	Jan. 1, 2018	Mar. 1, 2019
80424	Micro-Surfacing and Slurry Sealing	Sections 404, 1003	Jan. 1, 2020	Jan. 1, 2021
80428	Mobilization	Article 671.02	April 1, 2020	
80412	Obstruction Warning Luminaires, LED	Sections 801, 822, 1067	Aug. 1, 2019	
80359	Portland Cement Concrete Bridge Deck Curing	Articles 1020.13, 1022.03	April 1, 2015	Nov. 1, 2019
80431	Portland Cement Concrete Pavement Patching	Articles 701.17(e)(3)b, 1001.01(d), 1020.05(b)(5)	July 1, 2020	
80432	Portland Cement Concrete Pavement Placement	Article 420.07	July 1, 2020	
80300	Preformed Plastic Pavement Marking Type D - Inlaid	Articles 780.08, 1095.03	April 1, 2012	April 1, 2016
80157	Railroad Protective Liability Insurance (5 and 10)	Article 107.11	Jan. 1, 2006	
80306	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Section 1031	Nov. 1, 2012	Jan. 2, 2021
80407	Removal and Disposal of Regulated Substances	Section 669	Jan. 1 2019	Jan. 1, 2020
80419	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Articles 280.02, 280.04, 1080.02, 1080.03, 1081.15	Nov. 1, 2019	July 1, 2021
80408	Steel Plate Beam Guardrail Manufacturing	Article 1006.25	Jan. 1, 2019	
80413	Structural Timber	Article 1007.03	Aug. 1, 2019	
80298	Temporary Pavement Marking	Section 703, Article 1095.06	April 1, 2012	April 1, 2017
80409	Traffic Control Devices – Cones	Article 701.15(a), 1106.02(b)	Jan. 1, 2019	
80288	Warm Mix Asphalt	Sections 406, 1030, 1102	Jan. 1, 2012	April 1, 2016
80414	Wood Fence Sight Screen	Article 641.02	Aug. 1, 2019	April 1, 2020

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal
- Building Removal with Asbestos Abatement
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS

The work required for the satisfaction of the requirements of this Specification will not be paid for separately, but will be considered incidental to the Contract's electrical work.

DEFINITION OF TERMS:

Abbreviations: Wherever the following abbreviations are used in these Special Provisions or on the Plans, they are to be construed the same as the respective expressions represented:

AASHTO	<i>American Association of State Highways and Transportation Officials</i>
ANSI	<i>American National Standards Institute</i>
ASTM	<i>American Society for Testing and Materials</i>
AWG	<i>American Wire Gauge</i>
ICEA	<i>Insulated Cable Engineers Association</i>
IES	<i>Illuminating Engineering Society of North America</i>
NEC	<i>National Electrical Code</i>
NEMA	<i>National Electrical Manufacturers Association</i>
NESC	<i>National Electrical Safety Code</i>
SSPC	<i>Steel Structures Painting Council</i>
UL	<i>Underwriter's Laboratories</i>
FM	<i>Factory Mutual</i>

Key Definitions:

Standard Specifications:

Where used in these Special Provisions, this term shall mean the "Standard Specifications for Road and Bridge Construction", published by the Illinois Department of Transportation.

Specifications:

Where used in these Special Provisions, this term shall mean the complete body of Specifications, including the Standard Specifications, these Special Provisions, and all referenced Specifications and standards. See Article 101.42 of the Standard Specifications.

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Supplements:

Where used in these Special Provisions, this term shall mean the "Supplemental Specifications and Recurring Special Provisions" published by the Illinois Department of Transportation.

Contract Documents:

The complete body of agreements, Specifications, and drawings which define the Contract work.

Contract Drawings:

The complete set of Plans, elevations, diagrams, profiles, typical cross-sections, and detail drawings as presented for bidding and as part of the complete set of Contract Documents used for award.

Provide:

Where used in these Special Provisions, unless otherwise indicated, this term shall mean "furnish and install, complete, including any required electrical connection and testing".

Owner:

Where used in these Special Provisions, unless otherwise indicated, this term shall mean the party other than the Contractor who is a party to this Contract.

Engineer:

See Article 101.15 of the Standard Specifications.

Equipment:

Where used in these Special Provisions, this term shall mean material, fittings, devices, appliances, fixtures, apparatus, and the like used as part of, or in connection with, an electrical installation.

REFERENCED SPECIFICATIONS AND STANDARDS:

The following Specifications and standards are incorporated, by reference, in these Special Provisions and shall apply to the work as though fully written herein:

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, a publication of the Illinois Department of Transportation.

STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS, a publication of the Illinois Department of Transportation.

SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, a publication of the Illinois Department of Transportation.

NATIONAL ELECTRICAL CODE

NATIONAL ELECTRICAL SAFETY CODE

SAFETY CODE, a publication of the Illinois Department of Transportation.

STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, a publication of American Association of State Highways and Transportation Officials.

AN INFORMATIONAL GUIDE FOR ROADWAY LIGHTING, a publication of American Association of State Highways and Transportation Officials.

AMERICAN NATIONAL STANDARD PRACTICE FOR ROADWAY LIGHTING, ANSI/IES RP-8, published by Illuminating Engineering Society, approved by American National Standards Institute.

ELECTRICAL MAINTENANCE CONTRACT, an "Agreement" between the Owner and an electrical Contractor of its choosing, who is called upon to perform routine repairs or services on electrical systems.

Where reference is made to a standard or Standard Specification, such reference shall be to the latest edition current at the bid date, including all revisions.

In the case of conflict with referenced standards or Specifications, these Special Provisions shall govern. Other coordination of Plans, Specifications, Supplemental Specifications, Proposals and Special Provisions shall be in accordance with Article 105.05 of the Standard Specifications for Road and Bridge Construction except that, in case of conflict, the Standard Specifications shall govern over Plans, Supplemental Specifications shall govern over Standard Specifications, and Special Provisions shall govern over all.

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Scope of Work:

Construction: The work shall be as indicated on the Plans and as required by the Specifications. Unless otherwise indicated, the Contractor shall furnish and install all required materials and equipment, including all associated appurtenances, to produce a complete and operational installation. The appurtenances shall be as indicated, or when not indicated shall be as common to the trade, and the costs shall be included in the unit prices bid for the pay items of this Contract. The work shall be done in a workmanlike manner in accordance with the best practices of the trade.

Clean-up and Public Safety: The work site shall be maintained in a clean condition, free of hazards to the work force and the public, all in conformance with the requirements of Article 107 of the Standard Specifications. Special care shall be taken to assure that electrical systems are not left in an exposed or otherwise hazardous condition. All electrical boxes, cabinets, pole handholes, etc., which contain wiring, either energized or non-energized, shall be closed or shall have their covers in place and shall be locked when possible, during off-work hours.

Cooperation Between Contractors: The Contractor shall perform the work in full compliance with Article 105.08 of the Standard Specifications. This shall especially extend to any affected maintenance forces work and electrical systems work adjacent to the specific project limits.

CONTROL OF WORK:

The Contractor shall comply with the requirements of Sections 105 and 108 of the Standard Specifications, and any Supplements thereto and shall, in addition, comply with the requirements for control of work specified herein.

Marking of Existing Cable Systems: The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's or Owner's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the respective party. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). Such markings shall be taken to have a horizontal tolerance of at least one foot (1') to either side. The markings may be made prior to the preconstruction inspection date. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. These services will be done at the Owner's expense.

NOTE THAT THE CONTRACTOR SHALL BE ENTITLED TO ONLY ONE REQUEST FOR LOCATION MARKING OF EXISTING SYSTEMS AND THAT MULTIPLE REQUESTS MAY ONLY BE HONORED AT THE CONTRACTOR'S EXPENSE.

Damage to Electrical Systems: Should damage occur to any of the Owner's electrical systems through the Contractor's operations, the Owner reserves the right to designate whether the repairs are of an emergency or non-emergency nature.

Emergency Repairs: The Owner may designate that emergency repairs be performed by the Owner's Electrical Maintenance Contractor or another maintenance entity. The cost of these emergency repairs shall be the responsibility of the Contractor and no additional compensation will be allowed for such charges.

Non-Emergency Repairs: Non-emergency repairs shall be performed by the Contractor as specified herein and to the satisfaction of the Engineer. All repairs shall be performed in an expeditious manner and shall be conducted in a manner to assure that all lighting units are in service between 4:00 p.m. and 8:00 a.m. Temporary aerial multi-conductor cable, with grounded messenger cable, will be permitted if it does not interfere with traffic or other operations and does not require unacceptable modification to existing equipment as determined by the Engineer.

Permanent Repairs: Regardless of whether damaged electrical systems are restored to service by means of emergency or non-emergency repairs, if such repairs are temporary in nature, permanent repairs shall be made by the Contractor at his own expense. No additional compensation and no extension of time will be allowed to effect the permanent repairs. Replacement of damaged duct or other raceways may be only for the damaged section, with suitable duct splices or raceway fittings made to form a water-tight like-new raceway. Damaged cable shall be replaced in complete spans and no permanent underground splices will be allowed. All permanent repairs must meet the approval of the Engineer. Repairs to underground runs must be inspected and approved by the Engineer before backfilling.

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Protection of the Work: Electrical work, equipment and appurtenances shall be protected from damage during construction until final acceptance. Electrical raceway or duct openings, except for conduit sleeves, shall be capped or otherwise sealed from the entrance of water and dirt. Wiring shall be protected from mechanical injury. Equipment shall be protected from physical damage and from exposure to the weather and dirt. Equipment such as luminaires, control cabinets and tower lighting lowering mechanisms shall be stored indoors until installation.

Standards of Installation: Electrical work shall be installed in a neat and workmanlike manner in accordance with the best practices of the trade. Unless otherwise indicated, materials and equipment shall be installed in accordance with the manufacturer's recommendations.

Inspection During Construction: Unless otherwise indicated, all splices, taps and ground connections shall be made available for inspection by the Engineer before the wiring is permanently terminated in hand holes, junction boxes, light poles or other enclosures. The Contractor shall notify the Engineer when such wiring is ready for inspection.

MATERIALS AND EQUIPMENT:

Except as specified elsewhere herein, materials and equipment shall be in conformance with the requirements of Article 106 of the Standard Specifications. UNLESS OTHERWISE SPECIFICALLY INDICATED, ALL MATERIALS AND EQUIPMENT SHALL BE NEW.

Procurement: Materials and equipment shall be the products of established manufacturers, and shall be suitable for the service required. The Contractor is obligated to conduct his own search into the timely availability of the specified equipment and to ensure that all materials and equipment are in strict conformance with the Contract Documents and that delivery schedules are compatible with project time constraints. Materials or equipment items which are similar or identical shall be the bid price for the respective material or work.

UL Label: Unless otherwise indicated, materials and equipment shall bear the UL label whenever such labeling is available for the type of material or equipment being furnished.

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Submittals: Submittals shall be sent in quadruplicate to the office of the Village Engineer, Novotny Engineering.

Timely Submittal: Within seven (7) days after Contract execution, the Contractor shall submit, for approval, complete approvable manufacturer's product data (for standard products and components) and detailed shop drawings (for fabricated equipment). Submittals need not include all project equipment and materials in one submittal, however, the submittals for the equipment and materials for each individual pay item shall be complete in every respect except that Basic Materials and Methods items, included as part of various pay items, shall be submitted together and need not be submitted as part of individual pay item submittals. Partial submittals may be returned without review. The Contractor may request, in writing, permission to make a partial submittal; the Engineer will evaluate the circumstances of the request and may accept to review such a partial submittal. However, no additional compensation or extension of time will be allowed for extra costs or delays incurred due to partial or late submittals. If submittals are not received within the allowable time frame, this shall be grounds for cancellation of the Contract.

Material Substitution: Whenever, in any section of the Specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the Contractor will be required to bid on that piece of equipment only, and no substitutions will be allowed. The Article specified will generally indicate the type, function, minimum standard of design, efficiency, and quality desired, and shall be included in the Contractor's base bid. If provision is made in the Specifications for submitting alternate prices to allow different manufacturers or vendors to bid, the Specifications shall be construed as being the minimum basis of design, and Contractors shall feel free to insert the appropriate unit prices in the spaces provided in the "Bidding Schedule", so that an evaluation can be made if the Owner so chooses to select an alternate piece of equipment.

Completeness and Accuracy: The receipt of submittal information from the Contractor will be construed as the Contractor's assurance that he has reviewed the submittal information and attests to the submittal's accuracy and conformance to the requirements of the Contract Documents. Various submittal items shall, when taken together, form a complete, coordinated package. Submittals which include multiple pay items shall have all submittal material for each item or group of items covered by a particular Specification grouped together and identified as to applicable pay item. Separate submittal material shall be submitted for items covered by separate

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Specifications so as to facilitate review and approval. Submittal information shall be complete and in sufficient detail to demonstrate compliance with all requirements of the Contract Documents. Unless otherwise indicated, manufacturer's guarantees, as specified herein, shall be included with the submittal information. Incompleteness, inaccuracy or lack of coordination shall be grounds for rejection. The Contractor shall clearly understand no equipment or material shall be installed prior to approval by the Engineer and that any equipment or material installed prior to approval by the Engineer is subject to removal from the right-of-way solely at the Contractor's expense.

Contractors Stamp: Prior to submittal, the Contractor shall review the submittal material and shall affix his stamp of approval, with comments as applicable, signed by a responsible representative, to each appropriate submittal item. In the case of subcontractors' submittals, both the subcontractor and the General Contractor shall review and stamp the submittal. **Submittals which are not "Reviewed" or "Furnish As Corrected" by the Contractor shall not be submitted to the Engineer.**

Engineer's Stamp: After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as REVIEWED, REJECTED, REVISE AND RESUBMIT or FURNISH AS CORRECTED. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, or layout drawings by the Engineer's approval thereof. The Contractor must still be in full compliance with Contract and Specification requirements.

Exceptions, Deviations and Substitutions: In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Certifications: Where certifications are specified, the information submitted for approval shall incorporate certification information. When a certification is available prior to equipment manufacture, the certification shall be included with the submittal information. When a certification is available only after equipment manufacture, the submittal shall include a statement of intent to furnish the certification after equipment approval and manufacture. Certifications involving inspections and/or tests of equipment shall be complete with all test data, dates, and times.

Required Submittals: Table 1 indicates pay items for which submittals must be made. Table 1 is by no means an all-inclusive table and the Engineer reserves the right to request documentation on any material provided for the Contract. The Contractor shall supplement this table as required to assure that review and Engineer approval is obtained for all specified materials and equipment. The Contractor shall assume that all applicable specified items including those specified under Basic Materials and Methods must be submitted. Table 1 is included as a guide for the Contractor in preparing the material submittal package.

Guarantees: The Contractor shall obtain and deliver to the Owner a written guarantee assigned to the Owner from each of the manufacturers of pay item equipment that the manufacturer will repair, replace, or otherwise make good any defects in materials or workmanship for a period not less than one (1) year FROM THE DATE OF FINAL ACCEPTANCE. ANY COST FOR THE GUARANTEE AS SPECIFIED SHALL BE INCIDENTAL TO THE ASSOCIATED PAY ITEM. Should compliance with this item require the Contractor to purchase extended guarantee coverage from the equipment manufacturer, such coverage will be considered as a required part of the pay item. Unless otherwise indicated, guarantees shall accompany submittal information.

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Pay Item		Catalog Cuts	Certifications	Warranty
Electric Cable		Yes	Yes	
Aerial Cable	Cable	N/A		
	Mounting Hardware	Yes		
Ground Rod	Exothermic weld	Yes		
	Ground rod	Yes		
	Copper Wire	Yes		
Trench and Backfill (Warning Tape)		Yes		
Unit Duct		Yes	Yes	
Rigid Steel Conduit	Conduit	N/A		
	Fittings	N/A		
Junction Box		Yes		

Table 1

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

RECORD DRAWINGS:

Alterations and additions to the electrical installation depicted on the complete set of Contract drawings made during the execution of the work shall be neatly and plainly marked in red on a full-size set of Record Drawings kept at the Contractor's field office for the project. These drawings shall be **UPDATED ON A DAILY BASIS** and shall be available for inspection by the Engineer during the course of the work.

When the work is complete, and before the request for a final acceptance inspection, a full-size set of Record Drawings shall be submitted to the Engineer for review and acceptance. The set may be a set of reproducible drawings. The drawings shall each be stamped "RECORD DRAWING", and shall be marked with the Contractor's stamp, the date, and the signature of the Contractor's supervising engineer or electrician. The Resident Engineer shall review and sign the record drawing to verify the accuracy of the record drawings prior to submittal for formal review and acceptance. Upon request, a full-size set of reproducible drawings of the lighting work will be made available to the Contractor for the purpose of compliance with these requirements.

The Record Drawings shall be complete, neat, and shall be consistent with the method of representation on the Contract drawings. The Record Drawings shall include all Plans, details, notes, schedules, single line diagrams, etc. applicable to the electrical work. In particular, the Record Drawings shall provide stationing and dimensioned references for lighting controllers, underground wiring runs, system ground fields, conduit sleeves below pavement, manholes, handholes and electrical service supplies, and other information which would be useful to locate and maintain the electrical system. The Lighting Inventory form contained elsewhere herein shall be completed by the Contractor and submitted along with the Record Drawings.

The Record Drawings must be submitted and must be acceptable to the Engineer seven (7) days prior to final acceptance.

TESTING:

Before final acceptance, the electrical equipment, material and work provided under this Contract shall be tested. Tests may be made progressively as parts of the work are completed or may be made when the work is complete. Tests shall be made in the presence of the Engineer. Items which fail to test satisfactorily shall be repaired or replaced.

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Tests shall include checks of control operation, system voltages, cable insulation and ground resistance and continuity. Tests shall be made prior to the Final Acceptance Inspection specified herein to facilitate the correction of defects prior to the inspection.

A packet containing forms for recording test readings is included elsewhere in these Special Provisions.

FINAL ACCEPTANCE INSPECTION:

When the work is complete, tested and fully operational, the Contractor shall schedule a Final Acceptance Inspection with the Engineer. The Contractor shall request the inspection no less than seven (7) working days prior to the desired inspection date.

The Contractor shall furnish the necessary manpower and equipment to make the Final Acceptance Inspection. The Engineer may designate the type of equipment required for the inspection tests.

The equipment shall have the minimum ranges and accuracies indicated in Table 2.

Test	Type of Meter	Accuracy
Voltage	Multimeter	± 2% of reading
Insulation Resistance	Megohmmeter	± 1% of reading
Current	Ammeter	± 1% of reading
Ground Continuity	Low Ohm Meter	± ¼% of reading +1 least significant digit

Table 2

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

The following readings shall be taken:

Voltage Measurements: Voltages in the cabinet from phase-to-phase and phase-to-neutral at no load and at full load. Also, voltage readings at the last pole/splice of each circuit.

Insulation Resistance: Insulation resistance to ground of each circuit at the cabinet, with all loads connected. On tests of new cable runs provided under this Contract, the readings shall exceed 100 megohms for circuits carrying over 20 amperes and shall exceed 100 megohms for circuits carrying less than 20 amperes. On tests of cable runs which include cables which were existing in service prior to this Contract, the resistance readings shall demonstrate to the satisfaction of the Engineer that the cable runs are of adequate dielectric strength given the condition and proportionate length of existing cable and that the system is free from shorts and grounds. Measurements shall be taken with a megohm meter approved by the Engineer.

Loads: The current of each circuit, phase, main, and neutral. The Engineer may direct reasonable circuit rearrangement to achieve system balance at no additional cost. The current readings shall be within 10% of the connected load based on equipment ratings.

Ground Continuity: Resistance to ground of the service grounding electrode (disconnect from the extending grounding system) and resistance of the ground system as taken from the farthest extension of each circuit run from the controller (i.e.: a check of equipment ground continuity for each circuit). Measurements shall be made with a ground tester and low-range ohmmeter, as applicable, as approved by the Engineer. Readings shall not exceed 2.0 Ohms regardless of the length of the circuit.

A written record of the Final Acceptance Inspection test readings shall be made during the tests and a copy shall be given to the Engineer. The Contractor shall request test forms from the Engineer for the purpose of documenting the tests and test results shall be recorded on these forms. Examples of these forms are included in these Special Provisions.

Any part or parts of the installation that are missing, broken, defective, or not functioning properly during the Final Acceptance Inspection shall be noted and shall be adjusted, repaired, or replaced as directed by the Engineer and another inspection shall be made at another date. ONLY UPON SATISFACTION OF ALL POINTS WILL THE INSTALLATION BE ACCEPTABLE.

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

The Contractor shall furnish a written guarantee for all materials, equipment and work performed under the Contract for a period of not less than one (1) year from the date of final acceptance. In case of acceptance of a part of the work for use or occupancy prior to final acceptance of the entire work, the guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance by the Engineer.

Final acceptance will not be made until after the delivery of acceptable Record Drawings, specified certifications, and the required guarantees.

Electrical Cable Insulation Resistance Test

Route, Common Name	Limits
Section	Controller Number
Contract	Megger Model
County	Date

Resistance Measurements (Megohms)

Circuit	Contractor Measurement	Owner Measurement	Circuit	Contractor Measurement	Owner Measurement
A			B		
C			D		
E			F		
G			H		
I			J		
K			L		
M			N		
O			P		
Q			R		
S			T		
U			V		
W			X		
Y			Z		

Service Cable Measurements					
Phase	Contractor Measurement	Owner Measurement	Phase	Contractor Measurement	Owner Measurement
A			B		

Representatives Present

Resident Engineer

Contractor Representative

Owner Representative

Signature

Signature

Signature

Electrical Loading Test

Route, Common Name	Limits
Section	Controller Number
Contract	Ammeter Model
County	Date

Controller Load Measurements (Amperes)

Phase A Circuit	Contractor Measurement	Owner Measurement	Phase B Circuit	Contractor Measurement	Owner Measurement
A			B		
C			D		
E			F		
G			H		
I			J		
K			L		
M			N		
O			P		
Q			R		
S			T		
U			V		
W			X		
Y			Z		
TOTAL			TOTAL		

Service Cable Measurements					
Phase	Contractor Measurement	Owner Measurement	Phase	Contractor Measurement	Owner Measurement
A			B		
Neutral					

Representatives Present

Resident Engineer

Contractor Representative

Owner Representative

Signature

Signature

Signature

Electrical Voltage Test

Route, Common Name	Limits
Section	Controller Number
Contract	Voltmeter Model
County	Date

Last Pole Circuit Phase To Neutral Voltage Measurements (Volts)

Phase A Circuit	Contractor Measurement	Owner Measurement	Phase B Circuit	Contractor Measurement	Owner Measurement
A			B		
C			D		
E			F		
G			H		
I			J		
K			L		
M			N		
O			P		
Q			R		
S			T		
U			V		
W			X		
Y			Z		
No Load Phase To Neutral Measurements					
Phase	Contractor Measurement	Owner Measurement	Phase	Contractor Measurement	Owner Measurement
A			N		
Full Load Phase To Neutral Measurements					
Phase	Contractor Measurement	Owner Measurement	Phase	Contractor Measurement	Owner Measurement
A			B		

Representatives Present

Resident Engineer

Contractor Representative

Owner Representative

Signature

Signature

Signature

Electrical Continuity Test

Route, Common Name	Limits
Section	Controller Number
Contract	Ohmmeter Model
County	Date

Resistance Measurements (Ohms)

Contractor Measurements				Owner Measurements			
Circuit	Forward	Reverse	Average	Circuit	Forward	Reverse	Average
A – B				A – B			
C – D				C – D			
E – F				E – F			
G – H				G – H			
I – J				I – J			
K – L				K – L			
M – N				M – N			
O – P				O – P			
Q – R				Q – R			
S – T				S – T			
U – V				U – V			
W – X				W – X			
Y – Z				Y – Z			

Representatives Present

Resident Engineer

Contractor Representative

Owner Representative

Signature

Signature

Signature

Lighting Inventory

[illegible]

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS - ELECTRICAL

General: Basic materials and methods specified herein shall be provided as specified or required for the work and shall be paid for as part of the associated unit price items specified for the work. No additional compensation will be allowed. Electrical work shall conform to these Specifications unless specifically indicated otherwise.

All basic materials and methods items specified herein which apply to the project in any way shall be submitted for review and approval by the Engineer. They need only be submitted as "Basic Materials and Methods" even though they may be incidental to a number of various separate pay items. Submittal information shall include complete catalog literature and other information required to demonstrate compliance with specified requirements.

Splicing and Terminating of Electrical Cables: Splices in electrical cables shall be made with materials which are compatible with conductors, insulations and any jackets of the associated cables.

Unless otherwise indicated or approved by the Engineer splices shall be made using compression type copper compression joints (sleeves) of the size and configuration required for the splice involved. The sleeves shall be made of tin plated copper and shall be UL listed for 600-volt applications and shall be of the type suitable for a range of conductor combinations. The sleeves shall be installed with tools and methods recommended by the sleeve manufacturer.

Unless otherwise indicated, individual conductors, including ground conductors, shall be terminated with compression terminals sized appropriately for the given connection. The connectors shall be copper, UL Listed for 600-volt applications and comply with UL Standard 486A. The terminals shall be clearly marked with the wire size and die index. All compression terminals shall be installed with the proper tool and die for crimping. Ground wires at light poles shall be terminated with listed mechanical grounding connectors such as Burndy KC22B2, EQC632C, or approved equal.

Splices above grade, such as in poles and junction boxes, shall have a waterproof sealant and a heat-shrinkable plastic cap. The cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape or the use of a sealant insert prior to the installation of the cap. Either method shall be assured compatible with the

STL.19 (Rev.)

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

cap sealant. Tape sealant shall be applied in not less than one half-lapped layer for a length at least a quarter inch ($\frac{1}{4}$ ") longer than the cap length and the tape shall also be wrapped into the crotch of the splice. Insert sealant shall be placed between the wires of the splice and shall be positioned to line up flush or extend slightly past the open base of the cap. The end caps shall be UL listed and shall have a post-shrink wall thickness not less than the values shown in Table 3.

Splices below grade shall be made only upon specific approval of the Engineer. Below-grade splices shall be sealed with epoxy encapsulation kits approved by the Engineer which shall be installed in strict conformance with the kit manufacturer's recommendations.

Initial Inside Diameter Inches	Post-Shrink Wall Thickness Inches
0.50	0.070
0.75	0.080
1.00	0.095
1.15	0.095
1.5	0.100
2.00	0.105

Table 3
Post-Shrink Wall Thickness

Electrical Tape: Electrical tape shall be UL listed all weather vinyl plastic tape which is resistant to abrasion, puncture, flame, oil, acids, alkalis and weathering. It shall conform to Federal Specification HH-I-595. Thickness shall not be less than 8.5 mils and width shall not be less than three-quarter inch ($\frac{3}{4}$ "). NOTE THAT THE STANDARD 7-mil THICKNESS TAPE IS NOT ALLOWED.

Fuses: Unless otherwise indicated, fuses for installation within fuse holders for protection of lighting branch circuits shall be small-dimension cylindrical fuses of the fast-acting type with current limiting characteristics. They shall be UL listed. Unless otherwise indicated, the fuses shall be rated for 600 volts AC and shall have a UL-listed interrupting rating of not less than 100,000 rms symmetrical amperes at rated voltage.

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Fuse Holders:

Standard Fuse Holders: Each fuse holder shall consist of a two-section unit with a molded plastic housing designed to hold small-dimension cylindrical fuses of the type required. Each section shall be permanently etched with line and load side designations. A captive nut on one section shall mate a threaded portion of the other section and the unit shall have an "O" ring which shall provide a water and vapor-tight seal when the sections are joined.

The terminals and the contacts in the fuse holder shall be made of annealed copper. The contacts shall be spring loaded to exert contact pressure on mating parts. Fuse holders shall be rated for 30 amperes at 600v.

Wires shall attach to the fuse holder by a crimping operation except that connection of No. 2 wires to breakaway fuse holder receptacles may be via a set screw connection. Each fuse holder shall be of a size proper for the wires to be attached. The assembly shall be provided with insulating boots.

Fuse holders for neutral conductors shall have a permanently installed solid neutral conductor and a white plastic coupling nut and screw section.

Fuse holders used in multi-pole applications, up to 30-ampere size, such as a 240 volt phase-to-phase feed to a 240 volt load, shall be of the multi-pole type so that all phase conductors are disconnected at the same time.

Quick Disconnect Fuse Holders: Quick disconnect type fuse holders shall be as specified for standard fuse holders with the following features:

The fuse holder shall be capable of disconnecting upon sufficient tension in the connected wires (as in the case of a pole knock-down).

The fuse shall remain enclosed in the de-energized portion of the fuse holder upon disconnection. The fuse shall not be utilized as the disconnection means, a separate plug and receptacle shall be utilized for the disconnection means.

The fuse holder assembly shall mate a line-side quick disconnect receptacle.

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Installation: Unless otherwise indicated, standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations.

Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on.

Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot.

The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side.

Wiring Identification Markers: Unless otherwise indicated, each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible. Wire identification markers shall be either cloth tape or if cables do not provide a suitable adhesive surface due to cable pulling lubrication compounds used, clip on markers shall be used as described below.

Cloth tape wire markers: Wire identification shall be made by the application of self-sticking wire markers, wrapped around the wire. The markers shall have black characters not less than five-sixteenths inches (5/16") high on a white or yellow background. Markers shall be in strips not less than one and one-half inches (1-1/2") long and shall be made of a high-tack cloth tape with printing protected by a clear, permanent overcoating.

Clip-on wire markers: Clip-on wire markers shall be white with black lettering. The individual letters shall interlock to keep the letters aligned. Wire markers shall meet Military Specifications MIL-H-5606 and MIL-L-7808. The proper size of wire markers shall be used to prevent slipping of the markers on the cable.

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Pole Wire: Unless otherwise indicated, each luminaire installed shall be provided with pole wire extending from fusing at the base of its respective pole to the luminaire. Two wires shall be extended for each luminaire. Pole wire shall also be provided for pole top mounted photocells at the locations shown on the Plans.

Unless otherwise indicated pole wire shall be sized No. 10.

Unless otherwise indicated pole wire shall have copper conductors, stranded in conformance with ASTM B8.

Unless otherwise indicated pole wire shall be insulated with cross-linked polyethylene, (XLP) insulation or ethylene propylene (EPR) insulation with a chlorosulfanated polyethylene jacket.

Pole wire shall be rated 600 volts, RHW/USE and shall be UL listed.

Pole wire shall be color coded via insulation color. EPR wire may be color-coded via painting. Unless otherwise indicated, neutral wires shall be white and phase conductors shall be color-coded red or black as appropriate to match the associated branch circuit conductors. Cable identification marking shall be visible in a contrasting color.

Grounding: All electrical systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC, even though every detail of the requirements is not specified or shown. Good ground continuity throughout the electrical system shall be assured. All electrical circuit runs shall have a continuous equipment grounding conductor. IN NO CASE SHALL THE EARTH BE CONSIDERED AS AN ADEQUATE EQUIPMENT GROUNDING PATH.

Where connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point and serrated connectors or washers shall be used.

Where metallic conduit is utilized as the equipment grounding conductor, extreme care shall be exercised to assure continuity at joints and termination points. No wiring run shall be installed without a suitable equipment ground conductor. Where no equipment ground conductor is provided for in the Plans and associated specified pay item, the Contractor is obligated to bring the case to the attention of the Engineer who will direct the Contractor accordingly. Work which is extra to the Contract will be paid extra.

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Unless otherwise indicated, grounding conductors shall be copper and shall be insulated in a manner as specified for the associated phase conductors. Insulation for ground wires shall be green.

Unless otherwise indicated, ground rods shall be copper-clad steel rods not less than five-eighths inch (5/8") in diameter and ten feet (10') long, driven so that tops of the rods are twenty-four inches (24") below finished grade. Where indicated, ground wells shall be included to permit access to the rod connections.

Unless otherwise indicated, all connections to ground rods, structural steel, reinforcing steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least four (4) layers of electrical tape extended six inches (6") onto the conductor insulation.

Where a ground field of "made" electrodes is provided, the exact locations of the rods shall be documented by dimensioned drawings as part of the Record Drawings.

Equipment ground wires shall be bonded, using a splice and pigtail connection, to all boxes and other metallic enclosures throughout the wiring system.

The grounding system shall be fully tested. This testing shall include continuity tests of all equipment grounding using a low-range ohmmeter and a test of the system ground via measurements using a suitable bridge or by other means approved by the Engineer.

Fasteners and Hardware: Fasteners used to mount conduit supports, boxes and other items attached to the structure shall be suitable for the weight supported and shall be compatible with the structure material, i.e. wood screws shall be used for wood, toggle bolts shall be used for hollow masonry, expansion bolts or power-set studs shall be used for solid masonry or concrete and clamps shall be used for structural steel.

Expansion anchors shall not be less than one-quarter inch (1/4") trade size and shall extend at least two inches (2") into the masonry or concrete.

Power-set anchors shall not be less than one-quarter inch (1/4") trade size and shall extend at least two inches (2") into the masonry or concrete.

Unless otherwise indicated, all steel hardware (nuts, bolts and the like) shall be stainless steel.

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Unless otherwise indicated, screws for the attachment of pole handhole covers, covers on cast metal boxes, doors on transformer bases and other such applications shall be nylon-coated stainless steel.

Unless otherwise indicated, hardware for stainless steel boxes and other stainless steel items shall be stainless steel.

SPECIAL PROVISION

SPORTS FIELD LIGHTING SYSTEM, COMPLETE

Description: This work shall consist of furnishing and installing a complete sports field lighting system, including retrofitting existing poles w/LED lighting, installing new poles, cross arms, LED luminaires, pole wire harness, drivers, and enclosures and new control cabinets and control equipment at the locations indicated on the Plans or as directed by the Engineer, all in accordance with the details shown on the Plans, these provisions and the attached manufacturer's specifications and details provided on Pages C-58 through C-89.

Manufacturer: The sport field lighting system shall be manufactured by Musco Lighting and shall consist of "Musco's Light-Structure System with TLC for LED" or an approved equal.

Manufacturer: Musco Lighting
PO Box 260
Muscatine, Iowa 52761

Area Representative: David Miller
Phone: 630/414-9060
Fax: 563/264-4067
Email: David.miller@musco.com

Installation: Installation shall be in accordance with the details shown on the plans, these provisions and the manufacturer's specifications and details provided on Page C-58 through C-89.

Basis of Payment: This work shall be paid for at the Contract unit price per lump sum for **SPORTS FIELD LIGHTING SYSTEM, COMPLETE**, which price shall be payment in full for all work as specified herein. Unit duct & cable, directional boring, cable removal, junction boxes and restoration will be paid for under separate line items in the contract.

LIGHTING SPECIFICATION
PREPARED FOR

Willowbrook Borse Memorial Community Park Ball Fields

Baseball Lighting Project
Willowbrook, Illinois
June 2, 2022

Project # 185731

SUBMITTED BY:

Musco Sports Lighting, LLC

2107 Stewart Road
PO Box 260
Muscatine, Iowa 52761
Local Phone: 563/263-2281
Toll Free: 800/756-1205
Fax: 800/374-6402



SECTION 26 56 68 – EXTERIOR ATHLETIC LIGHTING

Lighting System with LED Light Source

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for the Willowbrook Borse Memorial Community Park Ball Fields project using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues:
 - 1. Baseball, Future Soccer & Playground Area
- D. The primary goals of this sports lighting project are:
 - 1. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 25 years.
 - 2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors.
 - 3. Cost of Ownership: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 - 4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.

1.2 LIGHTING PERFORMANCE

- A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not to drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Field 1	50 FC infield 30 FC outfield	2:1 infield 2.5:1 outfield	25 infield 118 outfield	20.0' x 20.0'
Field 2	50 FC infield 30 FC outfield	2:1 infield 2.5:1 outfield	25 infield 73 outfield	20.0' x 20.0'
Field 3	50 FC infield 30 FC outfield	2:1 infield 2.5:1 outfield	25 infield 105 outfield	20.0' x 20.0'
Soccer Field	8 Footcandles	-	96	20' x 20'
Playground	5.5 Footcandles	-	30	20' x 20'

- B. It should be noted that the proposed pole & luminaires installed for the future soccer field should only provide illumination for practice only.

- C. Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.
- D. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
7	S1, A5-A6 new A1-A2, A3-A4 existing	60'
6	B5-B6 new B1-B2, B3-B4 existing	70'

1.3 **ENVIRONMENTAL LIGHT CONTROL**

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- B. Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade.

Residential Spill Line	Average	Maximum
Residential Spill Line Specified Spill Line Horizontal Footcandles	0.4 fc	2.0 fc
Residential Spill Line Specified Spill Line Max Vertical Footcandles	0.7 fc	3.0 fc
Residential Spill Line Specified Spill Line Max Candela		15,000 cd

- C. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights. Illumination level shall be measured in accordance with the IESNA LM-5-04 after 1 hour warm up.
- D. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

1.4 **Cost of Ownership**

- A. Manufacturer shall submit a 25 year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

PART 2 – PRODUCT

2.2 **SPORTS LIGHTING SYSTEM CONSTRUCTION**

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

- B. Crossarms on existing poles must be removed and replaced. Manufacturer must provide new crossarms that attach to poletop. No strapping of crossarm is allowed.
- C. Remote driver attachments on existing poles must be welded to pole and cold galvanized. No strapping to the pole is allowed.
- D. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- E. System Description: Lighting system shall consist of the following:
 - 1. Galvanized steel poles and cross-arm assembly for new poles. Existing Musco steel poles to be utilized and retrofitted and will meet building code requirements.
 - 2. Non-approved pole technology:
 - a. Square static cast concrete poles will not be accepted.
 - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
 - 3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
 - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-inforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
 - 4. Manufacturer will supply all drivers and supporting electrical equipment
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
 - 5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 - 6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
 - 7. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system. See Section 2.3 for further details.
 - 8. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
 - a. Integrated grounding via concrete encased electrode grounding system.
 - b. If grounding is not integrated into the structure, the manufacturer shall supply grounding

electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

D. Safety: All system components shall be UL listed for the appropriate application.

2.2 ELECTRICAL

- A. Electric Power Requirements for the Sports Lighting Equipment:
 - 1. Electric power: 208 Volt, 3 Phase
 - 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- B. Energy Consumption: The kW consumption for the field lighting system shall be 27.45 kW for Field 1, 20.84 kW for Field 2, 27.45 kW for Field 3, and 3.51 kW for Soccer and 1.08 for Playground

2.3 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- C. Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, fax, email)
- D. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- E. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- F. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

 - 1. Cumulative hours: shall be tracked to show the total hours used by the facility
 - 2. Report hours saved by using early off and push buttons by users.
- G. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- H. Communication with luminaire drivers: Control system shall interface with drivers in electrical

2.4 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2015 International Building Code. Wind loads to be calculated using ASCE 7-10, an ultimate design wind speed of 115 mph and exposure category C.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2013 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6).
- C. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report. If no geotechnical report is available, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2015 IBC Table 1806.2.
- D. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted at time of bid to allow for accurate pricing.

PART 3 – EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of Illinois for soils other than specified soil conditions.
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY TIMING

- A. Delivery Timing Equipment On-Site: The equipment must be on-site 10-12 weeks from receipt of approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
- B. Field Light Level Accountability
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.
 - 2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.
 - 3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

PART 4 – DESIGN APPROVAL

4.0 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

- A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.0.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.
- B. Approved Product: Musco's Light-Structure System™ with TLC for LED™ is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.
- D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

**REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS
PRIOR TO BID**

*All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. **Submit checklist below with submittal.***

Yes/ No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	G	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of Illinois, if required by owner.
	H	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system. They will also provide ten (10) references of customers currently using proposed system in the state of Illinois.
	I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Illinois.
	J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of Illinois.
	K	Project References	Manufacturer to provide a list of 10 projects where the technology and specific fixture proposed for this project has been installed in the state of Illinois. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	L	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
	M	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.

	N	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
	O	Cost of Ownership	Document cost of ownership as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system must be included. All costs should be based on 25 Years

The information supplied herein shall be used for the purpose of complying with the specifications for the Willowbrook Borse Memorial Community Park Ball Fields project. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: _____

Signature: _____

Contact Name: _____

Date: ____/____/____

Contractor: _____

Signature: _____



Control System Summary

Project Specific Notes:

Materials Checklist

Contractor/Customer Supplied:

- ☐ A dedicated control circuit must be supplied per distribution panel location
 - If the control voltage is NOT available, a control transformer is required
- ☐ Electrical distribution panel to provide overcurrent protection for circuits
 - HID rated or D-curve circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- ☐ Wiring
 - See chart on page 2 for wiring requirements
 - Equipment grounding conductor and splices must be insulated (per circuit)
 - Lightning ground protection (per pole), if not Musco supplied
- ☐ Electrical conduit wireway system
 - Entrance hubs rated NEMA 4, must be die-cast zinc, PVC, or copper-free die-cast aluminum
- ☐ Mounting hardware for cabinets
- ☐ Breaker lock-on device to prevent unauthorized power interruption to control power and powerline connection (if present)
- ☐ Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

Note: Activation may take up to 1 1/2 hours.

Project Information

Project #: 185731
Project Name: Willowbrook Community Park Ball Fields Retrofit
Date: 08/02/22
Project Engineer: CLapacznek
Sales Representative: David Miller
Control System Type: Control-Link™ Control and Monitoring System
Communication Type: PowerLine-ST
Scan: 185731B
Document ID: 185731P1V3-0802140622
Distribution Panel Location or ID: Service 1
Total # of Distribution Panel Locations for Project: 1
Design Voltage/Hertz/Phase: 208/60/3
Control Voltage: 120

Equipment Listing

DESCRIPTION	APPROXIMATE SIZE
1. Control and Monitoring Cabinet	24 X 72
2. Control and Monitoring Cabinet	24 X 48
	QTY: SIZE (AMPS)
Total Contactors	10 30 AMP
Total Contactors	4 60 AMP
Total Off/On/Auto Switches:	5

IMPORTANT NOTES

- Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
- In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
- One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are 100% rated for the published continuous load. All contactors are 3 pole.
- If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
- A single control circuit must be supplied per control system.
- Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

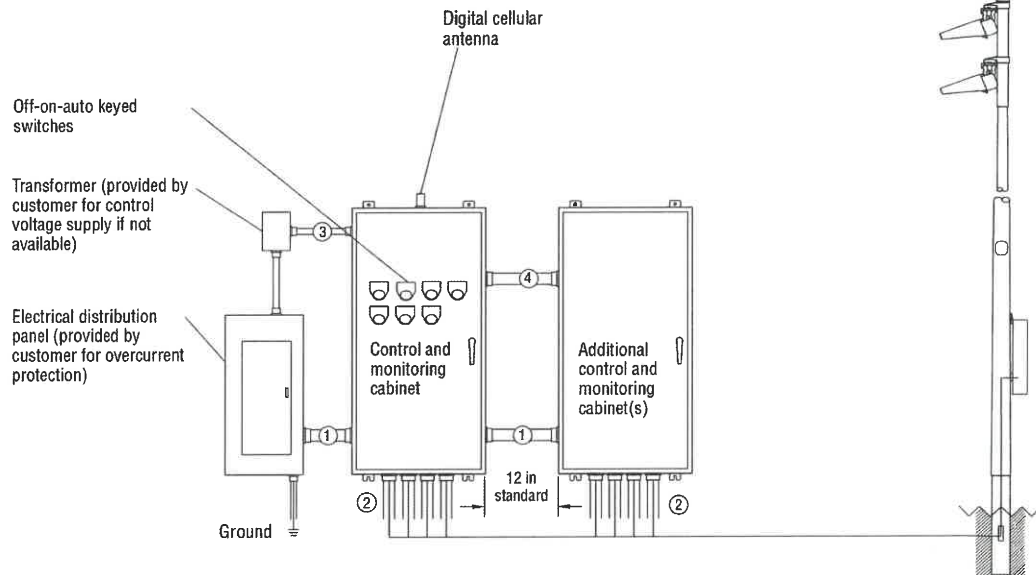
NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements.



Control System Summary

Willowbrook Community Park Ball Fields Retrofit / 185731 - 185731B
Service 1 - Page 2 of 4

Control-Link. Control and Monitoring System



Conduit ID	Description	# of Wires	Wire (AWG)	Conduit (in)	Max. Wire Length (ft)	MUSCO Supplied	Notes
1	Line power to contactors, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
2	Load power to lighting circuits, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
3	Control power (dedicated, 20A)	3	12	*C	N/A	No	C,E
4	Control harnesses	*F	12	2	*F	Yes	C,E,F

*** Notes:**

- A. See voltage and phasing per the notes on cover page.
- B. Calculate per load and voltage drop.
- C. All conduit diameters should be per code unless otherwise specified to allow for connector size.
- D. Equipment grounding conductor and any splices must be insulated.
- E. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.
- F. Harness is provided in 8-ft length.

IMPORTANT: Control wires (3,4) must be in separate conduit from line and load power wires (1, 2).

R60-101-00_B

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Control System Summary

Willowbrook Community Park Ball Fields Retrofit / 185731 - 185731B
Service 1 - Page 3 of 4

SWITCHING SCHEDULE

<u>Field/Zone Description</u>	<u>Zones</u>
Field 1	1
Field 2	2
Soccer	3
Field 3	4
Playground	5

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 3430.0
	SEALED: 364.0

CIRCUIT SUMMARY BY ZONE							
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	# OF DRIVERS	*FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
A3	Field 1	5	3	15.0	30	C1	1
A4	Field 1	5	3	15.0	30	C2	1
B3	Field 1	8	8	35.3	60	C3	1
B4	Field 1	8	8	35.3	60	C4	1
A1	Field 2	5	3	15.0	30	C5	2
A2	Field 2	5	3	15.0	30	C6	2
B1	Field 2	6	6	24.2	30	C7	2
B2	Field 2	6	6	24.2	30	C8	2
S1	Soccer	3	3	12.1	30	C9	3
A5	Field 3	5	3	15.0	30	C10	4
A6	Field 3	5	3	15.0	30	C11	4
B5	Field 3	8	8	35.3	60	C12	4
B6	Field 3	8	8	35.3	60	C13	4
A1	Playground	2	1	5.5	30	C14	5

*Full Load Amps based on amps per driver.



Control System Summary

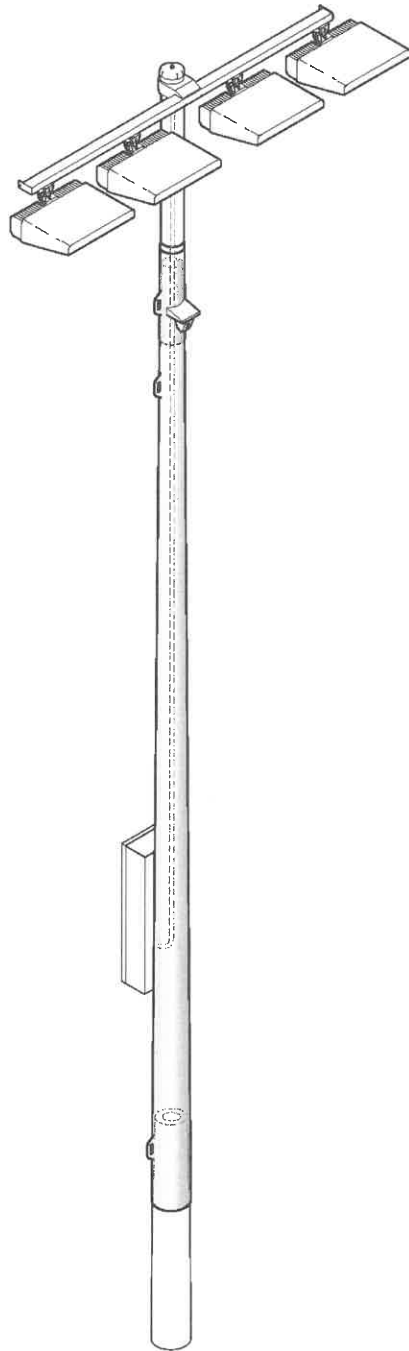
Willowbrook Community Park Ball Fields Retrofit / 185731 - 185731B
Service 1 - Page 4 of 4

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole A3	14.99		
1	1	C2	Pole A4	14.99		
1	1	C3	Pole B3	35.32		
1	1	C4	Pole B4	35.32		
1	1	C5	Pole A1	14.99		
1	1	C6	Pole A2	14.99		
1	1	C7	Pole B1	24.18		
1	1	C8	Pole B2	24.18		
1	1	C9	Pole S1	12.09		
1	1	C10	Pole A5	14.99		
1	1	C11	Pole A6	14.99		
1	1	C12	Pole B5	35.32		
2	1	C13	Pole B6	35.32		
2	1	C14	Pole A1	5.53		

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Field 1	A3	C1
			A4	C2
			B3	C3
			B4	C4
Zone 2	2	Field 2	A1	C5
			A2	C6
			B1	C7
			B2	C8
Zone 3	3	Soccer	S1	C9
Zone 4	4	Field 3	A5	C10
			A6	C11
			B5	C12
			B6	C13
Zone 5	5	Playground	A1	C14

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TLC for LED® – Galvanized Steel Pole



Overview

The galvanized steel pole is designed to slip-fit together with the precast concrete base and the poletop luminaire assembly.

Features

- Slip-fit connection allows pole assembly with come-alongs
- Built-in hardware for attaching electrical components enclosure
- Wire access from inside the pole (no exposed wiring or conduit)
- Shipped in sections for easier handling
- Labeled with pole identification for location on field

Technical Specifications

Pole dimensions vary. For measurements refer to project specific pole configuration drawing.

Construction

- Pole designs comply with all major building codes
- High strength, low alloy, tapered, round steel pole
- Hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards
- Conforms to AASHTO stress standards and BS EN 40-3-1
- Grounding lug—rated for aluminum (AL) or copper (CU) wiring
- Pole shipped in sections
- Stainless steel fasteners passivated and coated
- Material certifications are available

Quality Assurance Tests

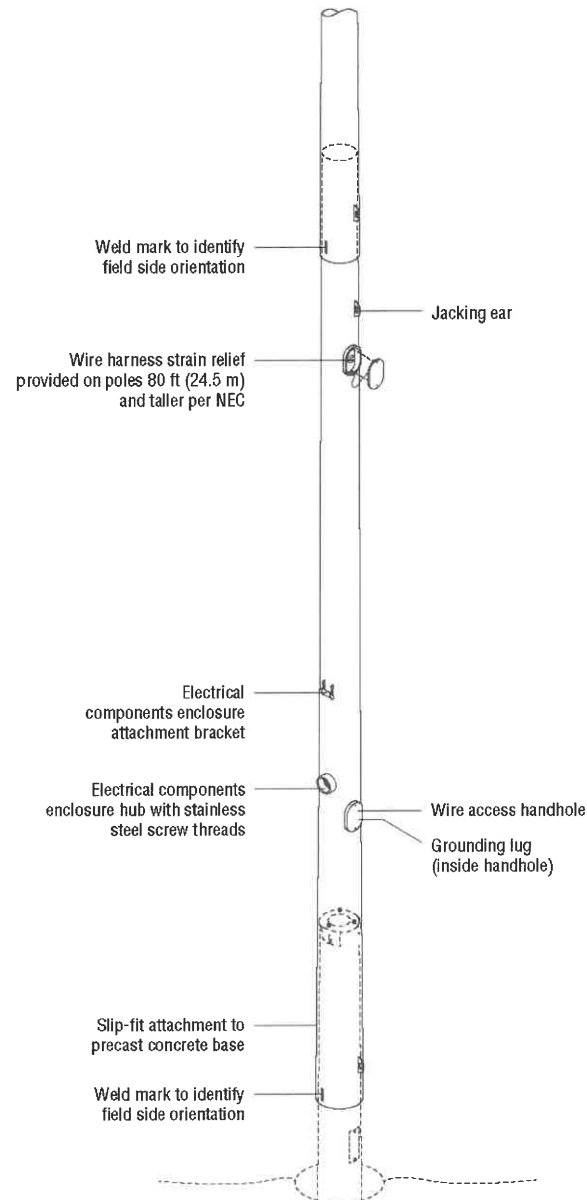
- Bending stress
- Minimum galvanizing thickness
- Straightness measurement



TLC for LED is a trademark of Musco Sports Lighting, LLC and is registered in the United States.
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www.musco.com · lighting@musco.com

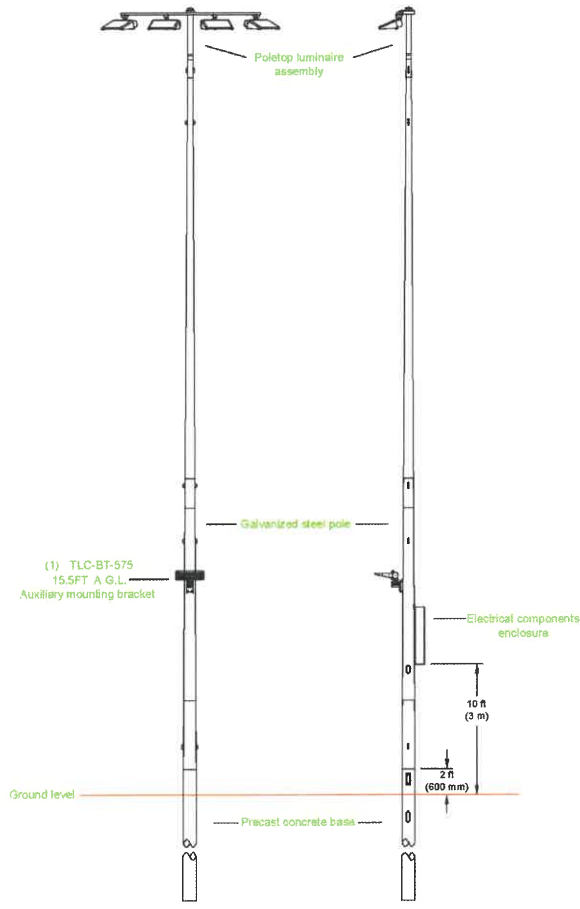
TLC for LED® – Galvanized Steel Pole



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POLE(S): A5-A6
 Musco 60FT Light-Structure System pole
 TLC for LED luminaires
 (2) TLC-LED-1200
 (2) TLC-LED-550

PROJECT NUMBER: 185731	DRAWN BY: D. Ver Meer
DATE: 08/02/2022	SCALE: NTS
185731P1	

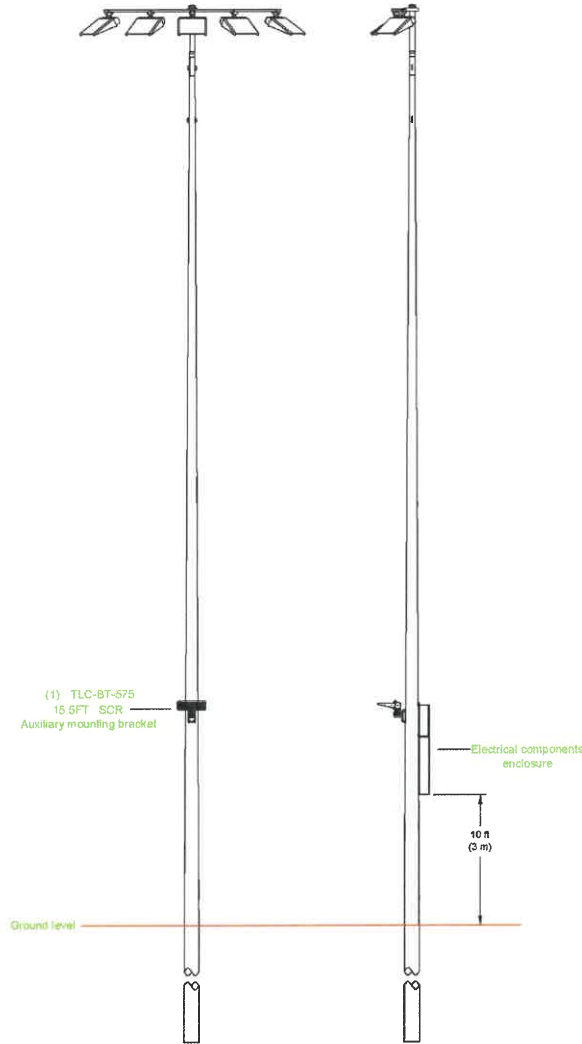
DATE:	BY:	R.L.	REVISIONS:

MUSCO Lighting

CORPORATE OFFICE:
 P.O. Box 808
 100 1st Avenue West
 Oakbrook, Iowa 52577
 +1-800-875-6020
 +1-641-873-0411

Willowbrook Community Park Ball Fields Retrofit
 Willowbrook, IL
 Pole Configuration Drawing **B**

Willowbrook Community Park Ball Fields Retrofit
 Pole Configuration Drawing
 Pole(s) B1-B2
 70FT Existing Pole that will be taller swapped
 (5)TLC-LED-1200
 (1) TLC-BT-575
 15.5FT SCR
 Auxiliary mounting bracket
 Electrical components enclosure
 10 ft (3 m)
 Ground level



Pole(s) B1-B2

70FT Existing Pole that will be taller swapped
 (5)TLC-LED-1200

(1) TLC-BT-575
 15.5FT SCR
 Auxiliary mounting bracket

Electrical components enclosure

10 ft
 (3 m)

Ground level

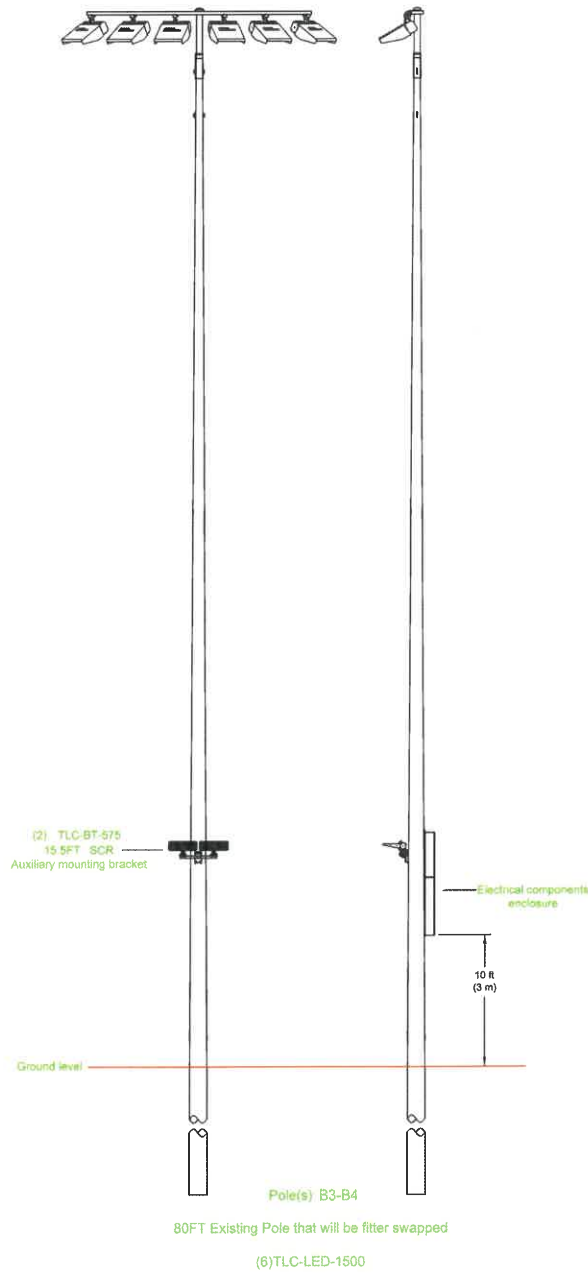
PROJECT NUMBER:
 185731
 DRAWN BY:
 D.V. Meier
 DATE:
 08/02/2022
 SCALE:
 NTS
 185731P1
 4 of 1 sheets

DATE:	BY:	R.L.	REVISIONS:

MUSCO
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 CORPORATE OFFICE:
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 100 1st Avenue West
 Oakdale, Iowa 52577
 +1-800-825-8020
 +1-841-673-0411

Willowbrook Community Park Ball Fields Retrofit
 Willowbrook, IL
 Pole Configuration Drawing

Willowbrook Community Park Ball Fields Retrofit
 Pole Configuration Drawing
 Willowbrook, IL
 185731P1
 1 of 7 sheets



PROJECT NUMBER:
 185731
 DRAWN BY:
 D. Ver Meer
 CHECKED BY:
 NTS
 DATE:
 10/02/2022
 PROJECT STATUS:
 185731P1
 1 of 7 sheets

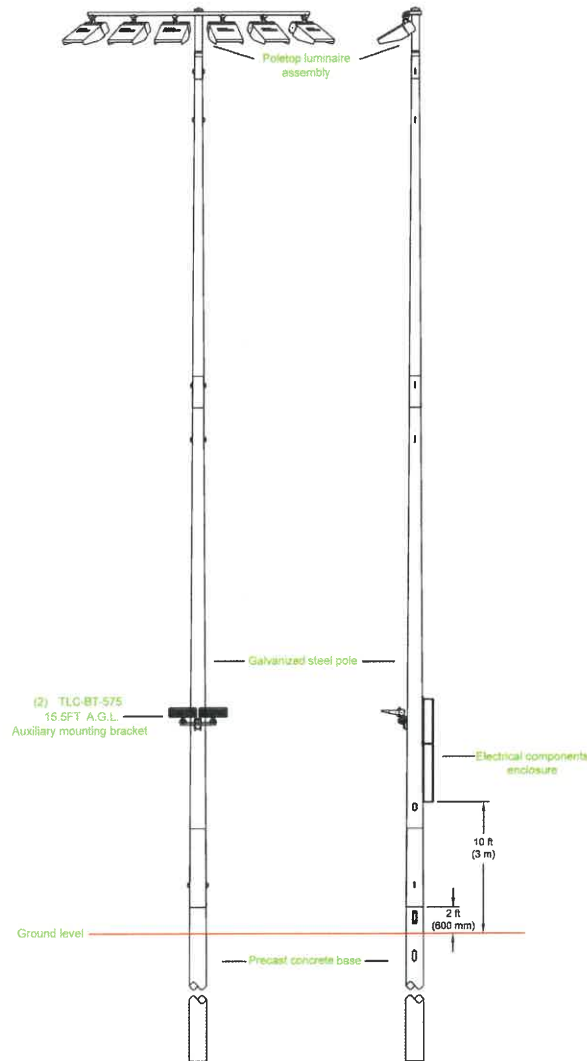
DATE:	BY:	R.L.	REVISIONS:

MUSCO
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CORPORATE OFFICE:
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 100 1st Avenue West
 Oskaloosa, Iowa 52577
 +1-800-525-8020
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Willowbrook Community Park Ball Fields Retrofit
 Willowbrook, IL
 Pole Configuration Drawing **B**

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POLE(S): B5-B6
Musco 70FT Light-Structure System pole
TLC for LED luminaires
(6)TLC-LED-1500

PROJECT NUMBER	185731
OWNER	Willowbrook, IL
DATE	08/02/2022
NTS	
185731P1	

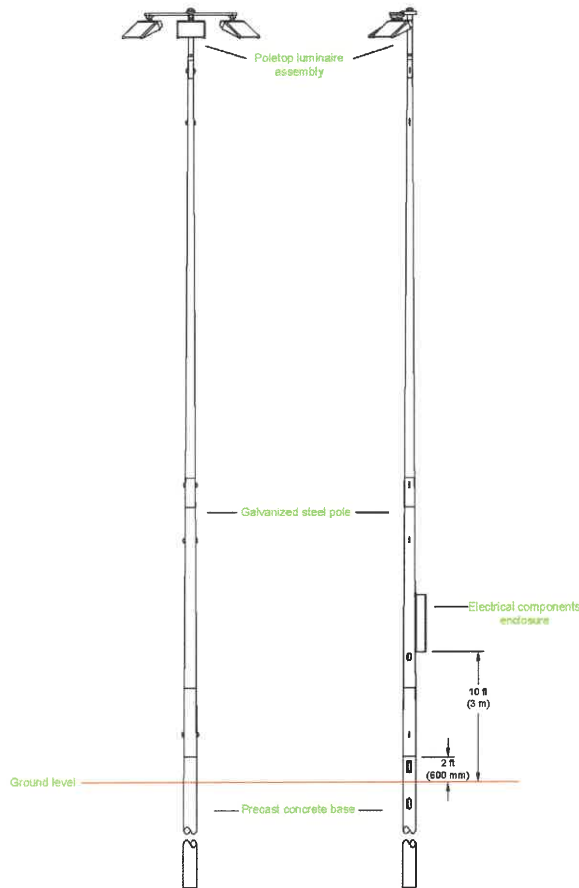
DATE	BY	R.L.	REVISIONS

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Willowbrook Community Park Ball Fields Retrofit
Willowbrook, IL
Pole Configuration Drawing **B**

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POLE(S): S1
Musco 60FT Light-Structure System pole
TLC for LED luminaires
(3)TLC-LED-1200

PROJECT NUMBER:
185731
DRAWN BY:
D. V. Meyer
SCALE:
NTS
DATE:
08/02/2022
185731P1
1 of 1 sheets

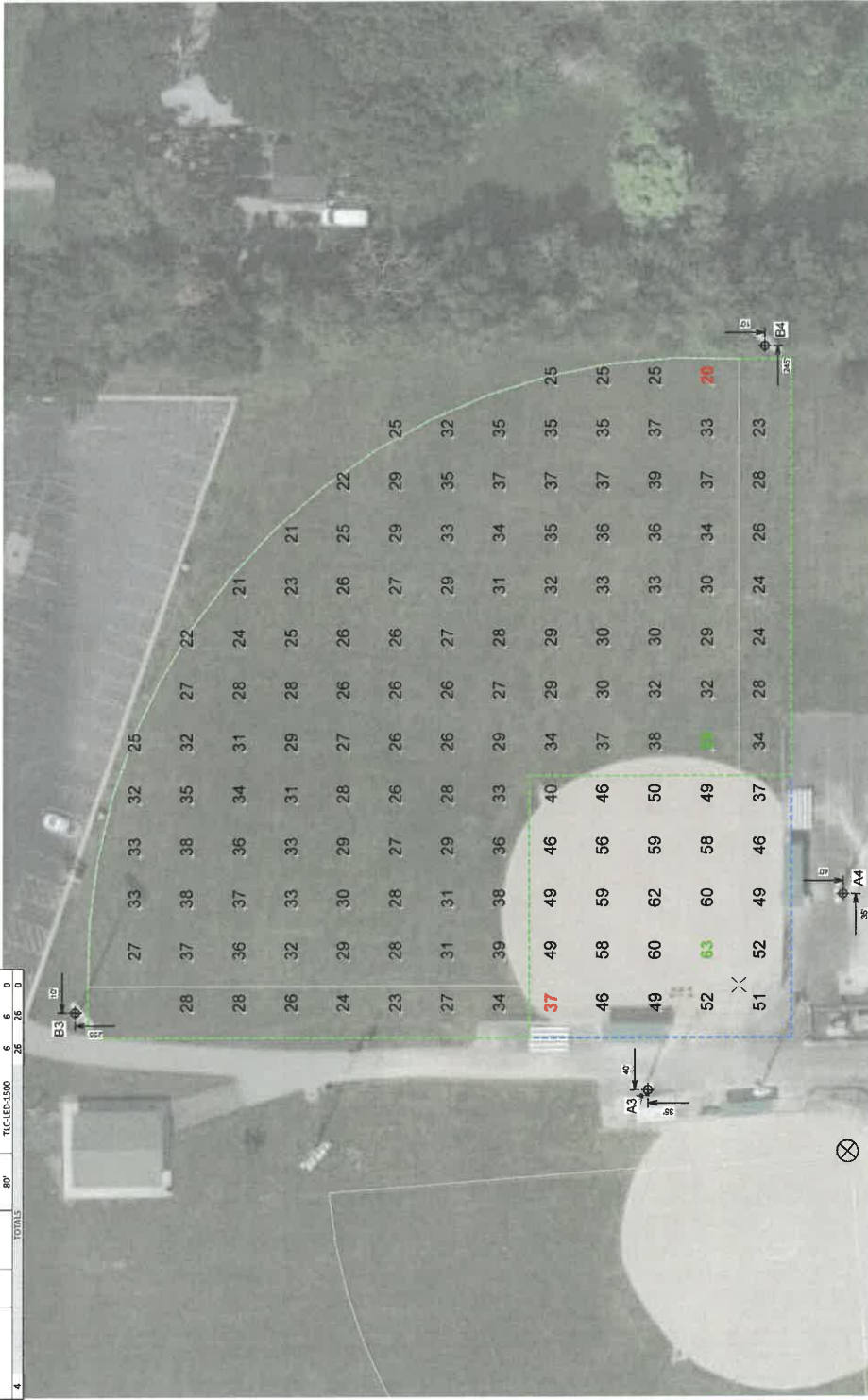
DATE:	BY:	R.L.	REVISIONS:

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Willowbrook Community Park Ball Fields Retrofit
Willowbrook, IL
Pole Configuration Drawing **B**

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	BASE ELEVATION	MOUNTING HEIGHT	LUMINAIRES			O.V.	THRU ORDS
					TYPE	WATTAGE	POLE TYPE		
2	A3-A4	60"	-	15.5'	TLC-LED-550	550	1	1	0
1	B3	80"	-	15.5'	TLC-LED-550	550	2	2	0
1	B4	80"	-	15.5'	TLC-LED-550	550	2	2	0
4	TOTALS						26	26	0



Pole location(s) dimensions are relative to 0.0 reference point(s)



ENGINEERED DESIGN By: Colin Lapacznek File #185731B 03-Aug-22

GRID SUMMARY

Name:	Field 1
Size:	250'x250' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	51.30	30.17
Minimum:	63	39
Maximum:	37	20
Avg / Min:	1.38	1.51
Guaranteed Max / Min:	1.69	1.96
UG (adjacent pts):	1.32	1.68
CU:	0.66	

LUMINAIRE INFORMATION

No. of Points:	25	118
Applied Circuits:	A	
No. of Luminaires:	26	
Total Load:	27.45 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



We Make It Happen.

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ILLUMINATION SUMMARY

GRID SUMMARY	
Name:	Field 2
Size:	200' x 200' - basepath 60'
Spacing:	5' x 5' x 4' x 6'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOT CANDLES	
	Outfield
Guaranteed Average:	50
Scan Average:	52.47
Minimum:	33.23
Maximum:	67
Minimum:	45
Maximum:	73
Guaranteed Max / Min:	2.46
Max / Min:	1.85
UG (adjacent pts):	1.28
UG (adjacent pts):	1.71
CU:	0.66
No. of Points:	25
LUMINAIRE INFORMATION	
Applied Circuits:	8
No. of Luminaires:	200
Total Load:	20.84 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN									
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE	QTY / LUMINAIRE	THRU PRO	THRU PRO	OTHER
	A1	60"	-	15.5'	TLC-BF-575	1	1	0	0
1	A2	60"	-	60"	TLC-BF-575	2/2*	2	2	2
	B1	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"	TLC-BF-575	2	2	0	0
	B2	70"	-	15.5'	TLC-BF-575	1	1	0	0
1	B2	70"	-	60"					

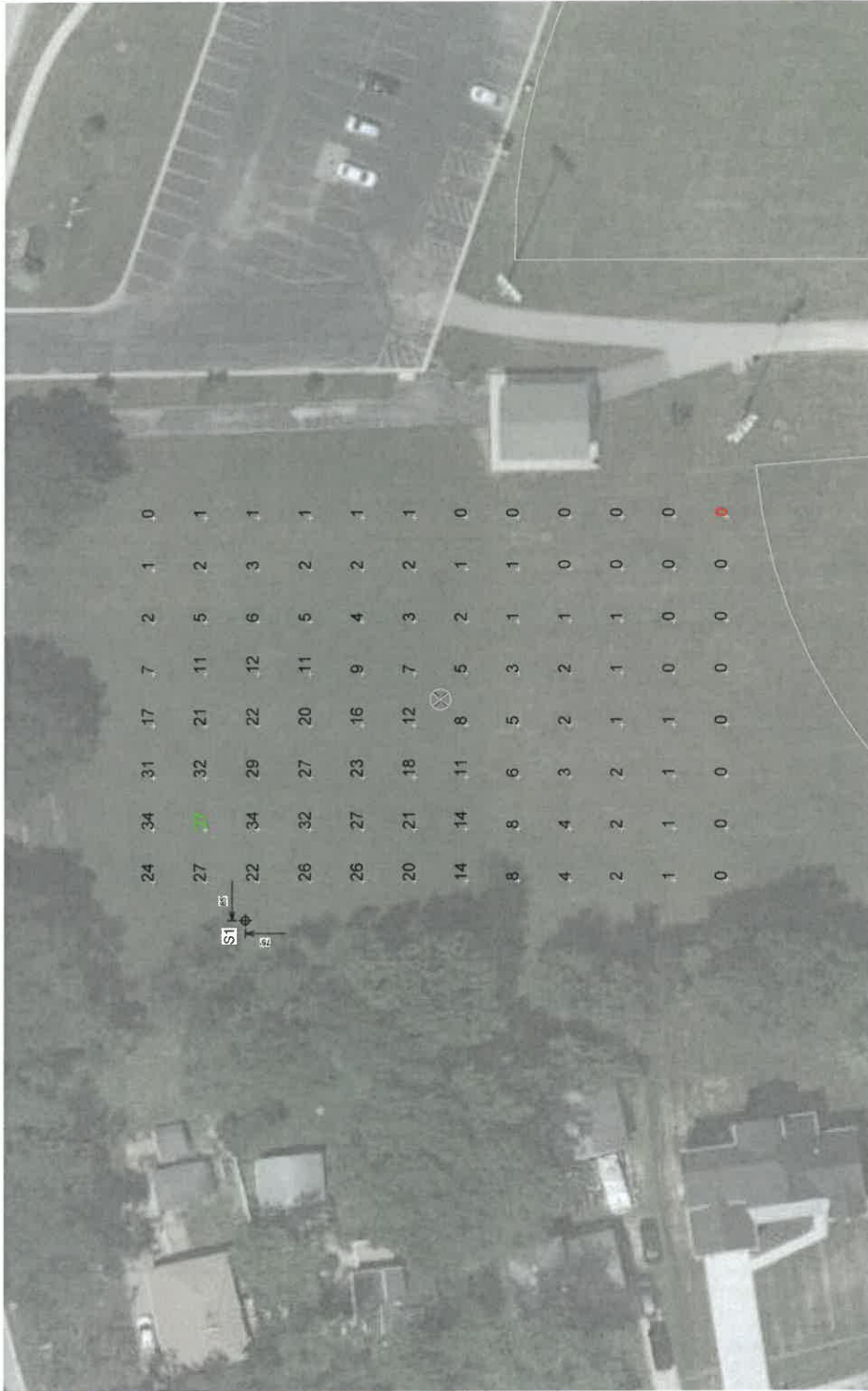
EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE	FOOTING	HEIGHT	TYPE	QTY	TYPE	QTY	TYPE
1	S1	60"	60"	60"	60"	TLC-LED-1000	3	3	3	0
TOTALS										

Willowbrook Community Park Ball Fields Retrofit
Willowbrook, IL

GRID SUMMARY	
Name:	Soccer
Spacing:	20.0' x 20.0'
Height:	3.0' above grade
ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Scan Average:	8.32
Maximum:	37
Minimum:	0
Avg / Min:	649.15
Max / Min:	2435.00
UG (adjacent PCS):	0.80
UG (adjacent PCS):	0.80
No. of Points:	96
LUMINAIRE INFORMATION	
Applied Circuits:	C
No. of Luminaires:	3
Total Load:	3.51 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.55 dirt depreciation factor.
Field Measurements: Individual field measurements may vary from computerized calculations and should be taken in accordance with IESNA RP-6-15.
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ± dimensions are relative to 0.0 reference point(s)

SCALE IN FEET 1" = 40'
0' 40' 80'

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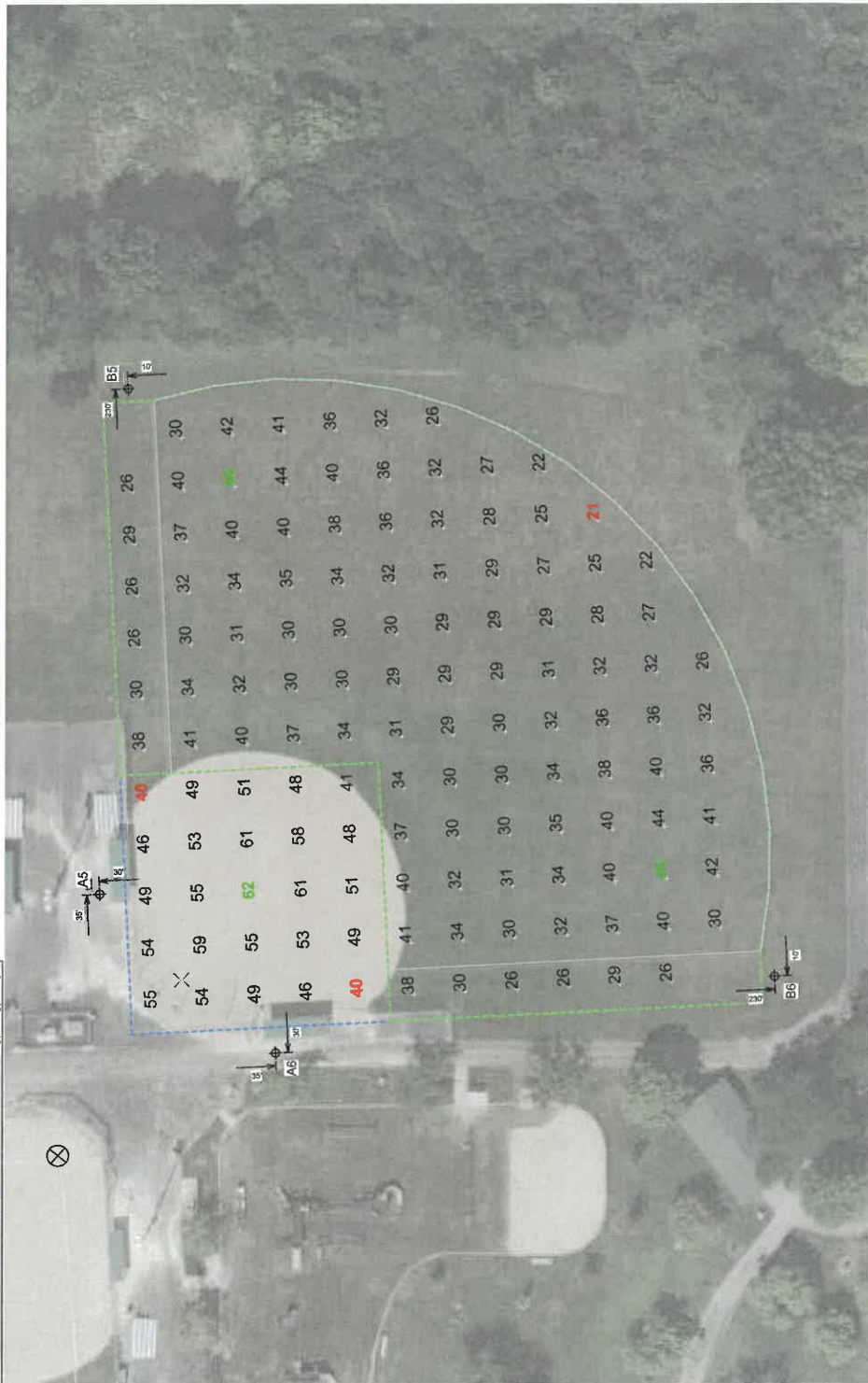
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole		MARKING		LUMINAIRE		OTHER	
QTY	LOCATION	SIZE	GRADE ELEVATION	TYPE	WATTAGE	POLY	THAT CARD
2	A5-A5	60"		RED	TIC-LED-550	2	0
				125'	TIC-BF-575	1	0
				155'	TIC-BF-575	1	0
2	B5-B6	70"		155'	TIC-BF-575	2	0
				70'	TIC-LED-1500	6	0
4						26	25
		TOTALS				35	25



Pole location(s) \pm dimensions are relative to 0,0 reference point(s) 

SCALE IN FEET 1 : 40

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GRID SUMMARY	Name: Field 3
	Size: 225'x250'/225' - basepath 60'
	Spacing: 20.0' x 20.0'
	Height: 3.0' above grade

ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Initiated	Outfitted
Guaranteed Averages:		
Standard:	51.63	32.97
Minimum:	46	21
Maximum:	62	41
Avg. / Min:	1.73	1.58
Guaranteed Max / Min:	2.75	2.5
UG (subject pos):	1.56	2.18
Standard:	1.24	1.52
Minimum:	1.04	1.25
Maximum:	25	105
ILLUMINANCE INFORMATION		
Applied Circuits:	D	
No. of Luminaires:	26	
Total Load:	27.45 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Ampage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume a 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

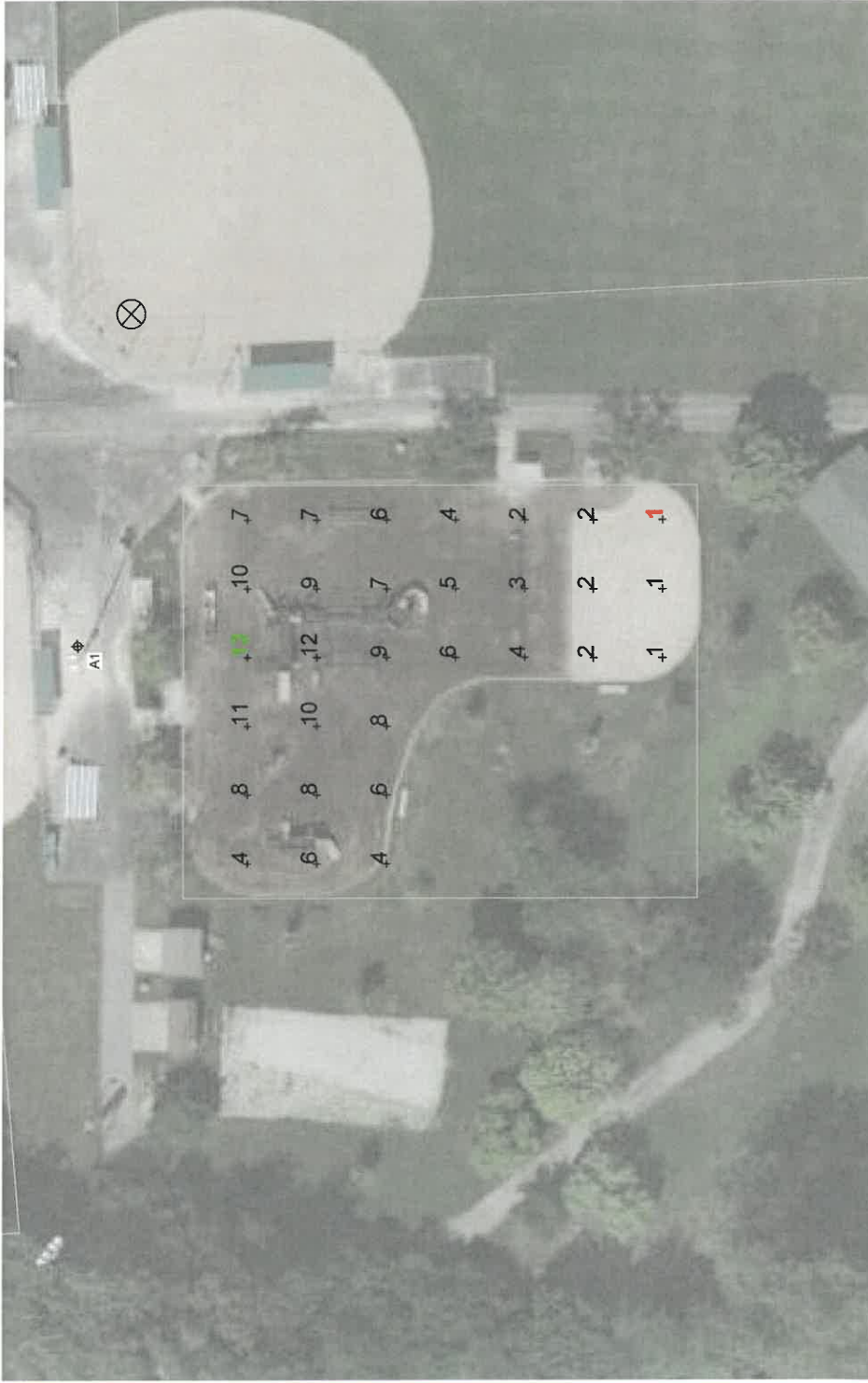


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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN									
QTY	LOCATION	SIZE	GRADE	HEIGHT	LUMINAIRE	QTY	THIS ORDER	THIS ORDER	THIS ORDER
1	A1	60"	0"	15.48'	TLC-LD-100	1	0	0	0
					TLC-LD-575	1	0	0	0
					TLC-LD-550	2/2*	2	2	2
TOTALS									
						7	2	2	2

*This structure utilizes a back-to-back mounting configuration



Pole location(s) - If dimensions are relative to 0.0 reference point(s)



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Willowbrook Community Park Ball Fields Retrofit
Willowbrook, IL

GRID SUMMARY	
Name:	Playground
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOT-CANDELS	
Scan Average:	5.92
Maximum:	13
Minimum:	1
Max / Min:	6.26
Max / Min:	13.45
UG (adjacent pd):	1.86
UG (adjacent pd):	1.82
No. of Points:	30
LUMINAIRE INFORMATION	
Applied Circuits:	E
No. of Luminaires:	2
Total Load:	1.08 kW

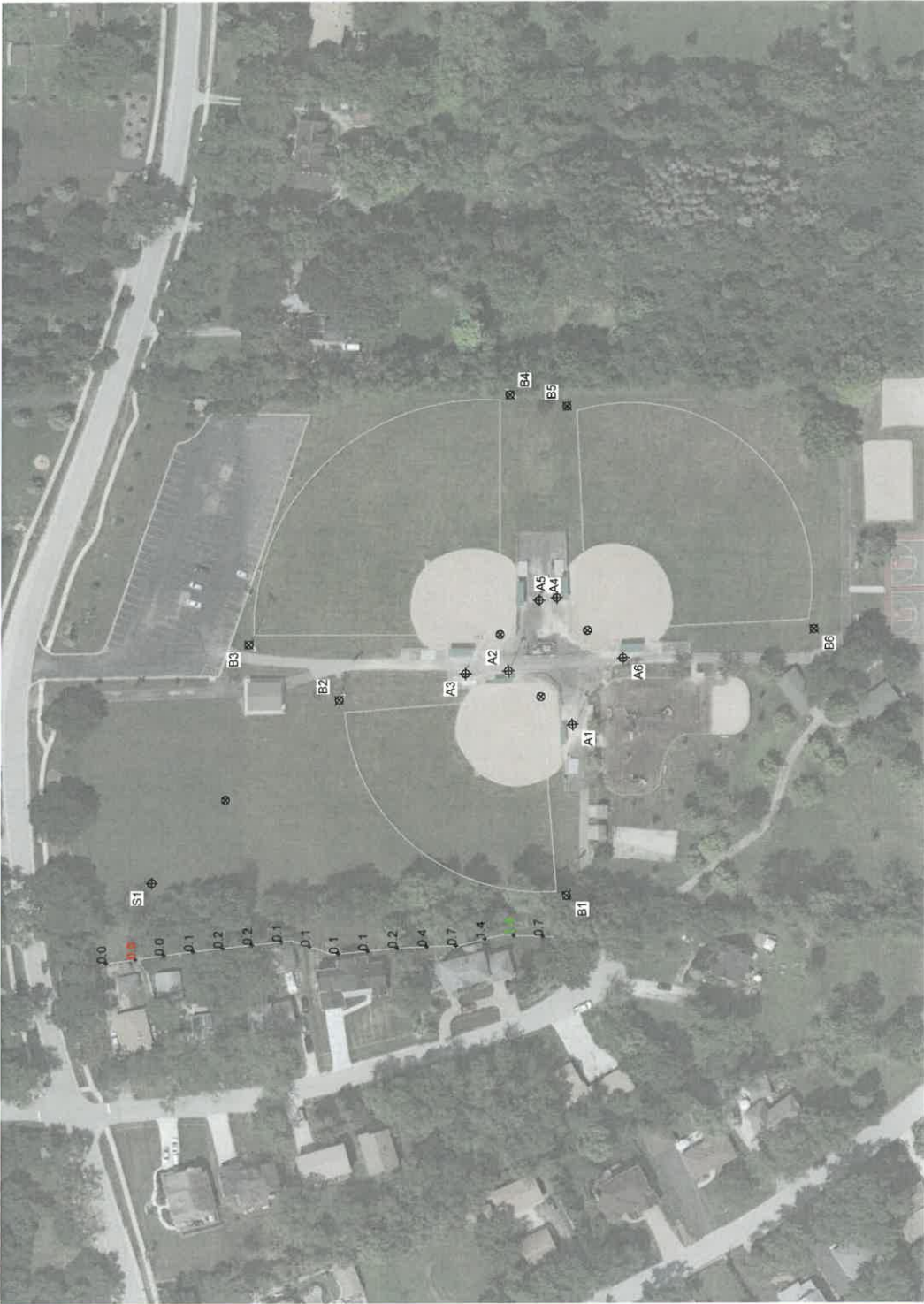
Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.35 dirt depreciation factor.
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA NP-6-15.
Electrical System Requirements: Refer to Ampsange Drawings for the Musco Control System Summary.
Installation Requirements: Results assume a 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



Pole location(s) - ± dimensions are relative to U.S. reference point(s)

SCALE IN FEET 1" = 100'
0' 100' 200'
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Willowbrook Community Park Ball Fields Retrofit
Willowbrook, IL

GRID SUMMARY	
Name:	Haves Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
HORIZONTAL FOOTCANDLES	
Scan Average:	Entire Grid 0.3469
Maximum:	1.43
Minimum:	0.00
No. of Footcandle:	10
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C, D
No. of Luminaire:	77
Total Load:	79.25 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with ICMA NP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical wiring.

Installation Requirements: Results assume ± 3% mechanical tolerances of luminaire and structures located within 3 feet (1m) of design locations.



musco
Lighting

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Willowbrook Community Park Ball Fields Retrofit
Willowbrook, IL

GRID SUMMARY	
Name:	House Spill
Spacing:	30.0'
Height:	3.0' above grade
ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
Scan Average:	Entire Grid 0.6102
Maximum:	2.25
Minimum:	0.00
No. of Points:	16
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C, D
No. of Luminaires:	16
Total Load:	79.25 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole locations: ± dimensions are relative to 5.0 reference point(s)

SCALE IN FEET 1" = 100'
0' 100' 200'

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ILLUMINATION SUMMARY

Willowbrook Community Park Ball Fields Retrofit Willowbrook, IL

GRID SUMMARY	
Name:	House Spill
Spacing:	30.0'
Height:	3.0' above grade
ILLUMINATION SUMMARY	
CANDLES PER FOOT CUBED	
Scan Average:	5683.3359
Maximum:	12036.80
Minimum:	94.30
No. of Points:	16
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C, D
No. of Luminaires:	77
Total Load:	7325 KW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) + dimensions are relative to 0.0 reference point(s)

SCALE IN FEET 1" = 100'
0' 100' 200'

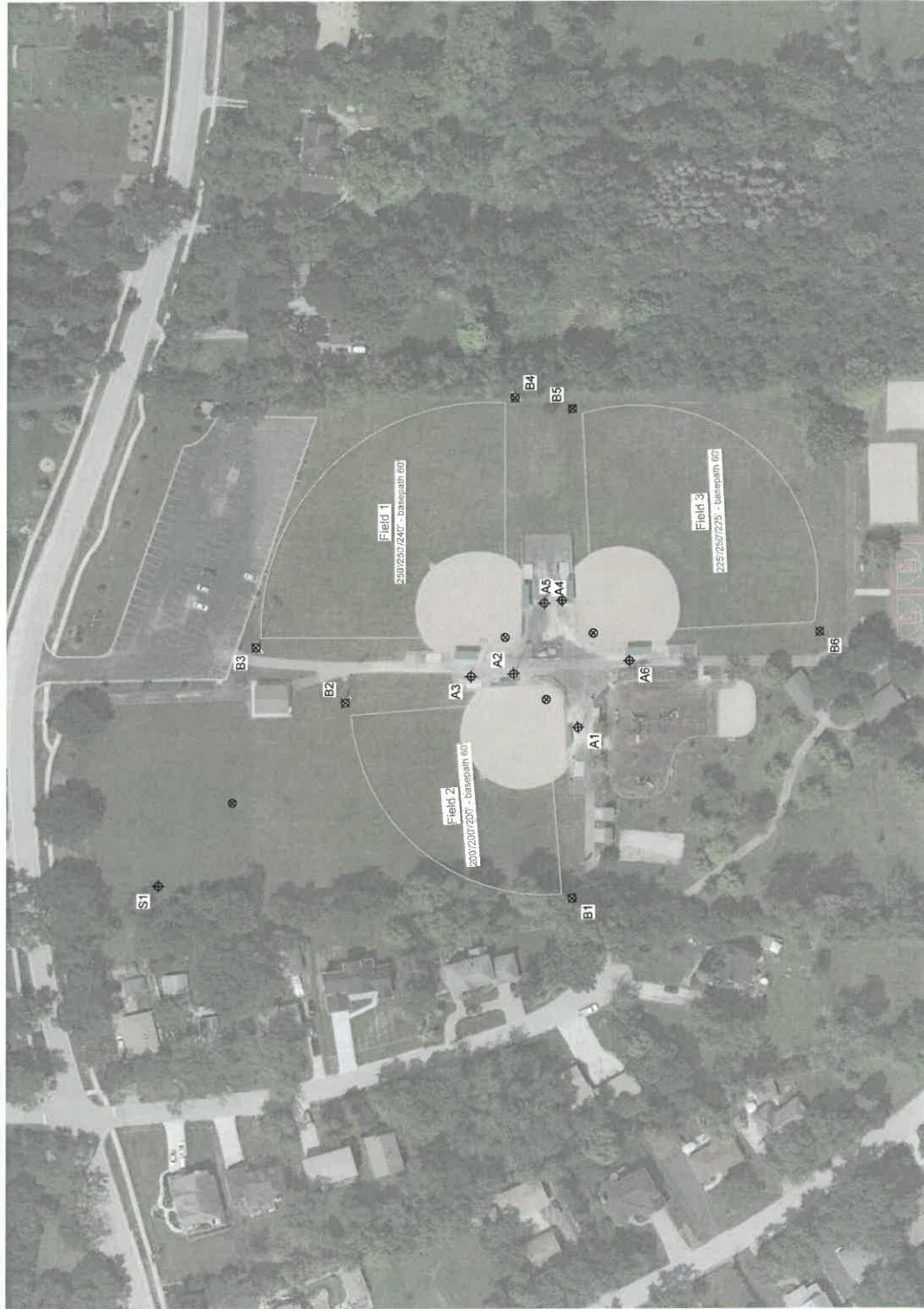
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ILLUMINATION SUMMARY



SCALE IN FEET 1" = 100'
 0' 100' 200'
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Pole location(s) + dimensions are relative to 0.0 reference point(s)

EQUIPMENT LAYOUT

- INCLUDES:
- Field 1
 - Field 2
 - Field 3
 - Soccer

Electrical System Requirements: Refer to Appendix Draw Chart and/or the "Musco Control System Summary" for electrical siting.
 Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN									
Pole		Pole		Luminaire		Luminaire			
QTY	LOCATION	SIZE	HEIGHT	TYPE	TIME	QTY	LOCATION	SIZE	HEIGHT
1	A1	60'	60'	TLC-LED-1000	2	1	A1	60'	60'
1	A2	60'	60'	TLC-LED-1000	2	1	A2	60'	60'
1	A3	60'	60'	TLC-LED-1000	2	1	A3	60'	60'
1	A4	60'	60'	TLC-LED-1000	2	1	A4	60'	60'
1	A5	60'	60'	TLC-LED-1000	2	1	A5	60'	60'
1	B1	70'	70'	TLC-LED-1000	5	1	B1	70'	70'
1	B2	70'	70'	TLC-LED-1000	5	1	B2	70'	70'
1	B3	80'	80'	TLC-LED-1000	6	1	B3	80'	80'
1	B4	80'	80'	TLC-LED-1000	6	1	B4	80'	80'
1	B5	80'	80'	TLC-LED-1000	6	1	B5	80'	80'
1	B6	70'	70'	TLC-LED-1000	6	1	B6	70'	70'
1	S1	60'	60'	TLC-LED-1000	3	1	S1	60'	60'
1	S2	60'	60'	TLC-LED-1000	3	1	S2	60'	60'
1	S3	60'	60'	TLC-LED-1000	3	1	S3	60'	60'

* This structure utilizes a back-to-back mounting configuration

MUSCO LIGHTING SPECIFICATIONS									
Ballast Specifications		Line Amps		Line Voltage		Line Amps			
Ballast	Spec	Ballast	Spec	Line	Spec	Line	Spec	Line	Spec
Single Phase Voltage	208	220	240	277	347	380	480	480	480
Line Voltage	100	100	100	100	100	100	100	100	100
Line Voltage	85	81	74	64	51	47	37	37	37
Line Voltage	70	68	61	51	42	40	30	30	30
Line Voltage	55	53	47	39	32	30	23	23	23
Line Voltage	44	42	37	30	25	23	18	18	18



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EQUIPMENT LAYOUT

*** SPECIAL PROVISION ***

REMOVE ELECTRIC CABLE FROM UNIT DUCT

Description: This work shall consist of removing existing cable from existing unit duct at locations indicated on the Plans or as directed by the Engineer and in accordance with the following Specifications.

Removal: Existing cable shall be removed and disposed of in accordance with the applicable portions of Section 895 of the Standard Specifications. Care shall be taken by the Contractor so as to not damage the existing unit duct, which is to be reused. Any repairs or replacement of damaged unit duct will be the Contractor's responsibility and no further compensation will be allowed. All removal operations shall be performed to the satisfaction of the Engineer.

Method of Measurement: Cable removal shall be measured per foot in place. Measurements shall be made in straight lines between changes in direction and to the centers of light standards, junction boxes and control cabinets.

Basis of Payment: This item will be paid for at the Contract unit price per foot for **REMOVE ELECTRIC CABLE FROM UNIT DUCT**, which price shall include all work as specified herein.

*** SPECIAL PROVISION ***

ELECTRIC CABLE IN CONDUIT, 600 VOLT (XLP-TYPE USE)
ELECTRIC CABLE IN UNIT DUCT, 600 VOLT (XLP-TYPE USE)

Description: This work shall consist of furnishing materials and labor for installation of electric cables in conduit and unit duct as shown on the Contract drawings or as otherwise indicated, complete with all splicing, identification, terminating and testing.

Materials:

General: The cable shall be rated 600 volts and shall be UL listed Type RHH/RHW/XLP/USE.

The cable shall be rated 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, exposed to the weather, and shall be resistant to oils and chemicals.

The cable shall be in conformance with ICEA Standard S-66-524, NEMA Standard Publication No. WC-8 and UL Standard 44.

The U.L. listing mark, cable voltage, insulation type and ratings, as well as the cable size shall all be clearly printed on the cable in a color contrasting with the insulation color.

Conductors: Conductors shall be uncoated or coated copper.

Uncoated conductors shall meet the applicable requirements of ASTM Designation B-3, ASTM Designation B-8, ICEA S-68-516, NEMA Standard Publication No. WC-8 and UL Standard 44. Coated conductors shall meet the applicable requirements of ASTM Designation B-33, ASTM Designation B-8, ICEA S-68-615, NEMA Standard Publication No. WC-8 and UL Standard 44.

Unless otherwise indicated, all-conductors shall be stranded. Stranding shall meet the requirements of ASTM Designation B-8 (or may be compact ASTM Designation B-496 for conductors larger than No. 2 AWG), ICEA S-68-516, NEMA Standard Publication No. WC-8 and UL Standard 44.

Insulation: Cable insulation shall incorporate cross-linked polyethylene (XLP) as specified and the insulation shall meet or exceed the requirements of ICEA S-66-524, NEMA Standard Publication No. WC-8, UL Standard 44.

*** SPECIAL PROVISION ***

ELECTRIC CABLE IN CONDUIT, 600 VOLT (XLP-TYPE USE)
ELECTRIC CABLE IN UNIT DUCT, 600 VOLT (XLP-TYPE USE), Cont'd.

Cables sized No. 2 AWG and smaller shall be solid color coded as specified via insulation color and shall be insulated with XLP insulation over the conductor with average thickness as indicated in Table 5.

Conductor Size, AWG	Average Insulation Thickness
No. 10 and Smaller	45 mils
No. 8 Through No. 2	60 mils

Table 5
Insulation Thickness

COLOR CODING BY STRIPING WILL NOT BE ACCEPTABLE.

Unless otherwise indicated, cables sized larger than No. 2 AWG shall be color coded as specified having not less than twelve inches (12") of cable ends length field-taped with half-lapped color tape or by other means approved by the Engineer. Cables No. 2 AWG and larger shall be insulated by XLP insulation over the conductor with average thicknesses as indicated in Table 6.

Conductor Size, AWG	Average Insulation Thickness
No. 1 Through No. 4/0	80 mils
250 MCM thru 500 MCM	95 mils

Table 6
Insulation Thickness

Minimum insulation thickness at any point shall not be less than 90% of the average insulation thickness listed in Tables 5 and 6.

*** SPECIAL PROVISION ***

ELECTRIC CABLE IN CONDUIT, 600 VOLT (XLP-TYPE USE)
ELECTRIC CABLE IN UNIT DUCT, 600 VOLT (XLP-TYPE USE), Cont'd.

All electric cables installed on this Contract shall be color coded. Unless otherwise indicated, neutral wires shall be color coded white. Unless otherwise indicated, single phase 3-wire runs of cable shall be color coded one black, one red and one white and single phase 2-wire runs shall be similarly color coded based on the applicable phase(s) and neutral. Insulated ground wires, where applicable, shall be green. COLORED STRIPING OF CABLES WILL NOT BE ACCEPTABLE IN LIEU OF SPECIFIED COLOR CODING MEANS.

Quality Control: Cables shall be the product of an established, reputable manufacturer and shall be manufactured and tested in accordance with Insulated Cable Engineers Association (ICEA) Publication S-68-516, otherwise referenced as NEMA Standard Publication No. WC-8.

Submittal information shall include demonstration of compliance with all specified requirements.

All cables shall be new, having been manufactured within the time period indicated in Table 7, preceding the date of delivery to the site. A certification from the cable manufacturer attesting to compliance with this requirement shall accompany the submittal.

Plan Quantity	Time Period
Less than 2000 ft.	30 months
2000 ft. and Greater	18 months

Table 7
Maximum Cable Age

All cable shall be delivered to the site in full reels. Cable on the reels shall be protected from damage during shipment and handling by wood lagging or other means acceptable to the Engineer. Reels shall be tagged or otherwise identified to show the UL listing.

Installation: Wires and cables shall be carefully installed to avoid damage to insulation.

*** SPECIAL PROVISION ***

ELECTRIC CABLE IN CONDUIT, 600 VOLT (XLP-TYPE USE)
ELECTRIC CABLE IN UNIT DUCT, 600 VOLT (XLP-TYPE USE), Cont'd.

Wire lubricant shall be used when pulling wires into conduit or unit duct. The lubricant shall be non-injurious to conduits, conductors, insulations or jackets and the lubricant shall be UL listed.

Each run of cable shall have sufficient slack.

Where a number of wires are trained through a box, manhole or handhole, they shall be grouped by circuit where applicable and bundled using appropriate cable ties and supported to minimize pressure or strain on cable insulation.

Wire and cable shall not be bent to a radius less than the manufacturer's recommended bending radius, either in permanent placement or during installation.

Cable pulling apparatus shall have no sharp edges or protrusions which could damage cables or raceways.

Splices, identification and terminations, as required, shall be incidental to this item and shall be in conformance with Basic Materials and Methods, elsewhere herein.

Testing: After installation, including any backfill operations, the cable shall be field tested as specified under Final Acceptance Inspection in the Special Provisions. Cable failing to Pass the field test shall be replaced with new cable at no additional cost.

Measurement: The cable shall be measured for payment per foot, in place. Measurements shall be made in straight lines between changes in direction and to the centers of light standards and control cabinets. All vertical cable and permissible cable slack shall be measured for payment. A total of fifteen feet (15') slack shall be allowed for the end of a run terminating at a light pole installed nominally at grade (with or without a breakaway device) and ten feet (10') will similarly be allowed when terminating at a controller. Additional vertical distance for the height of barrier wall etc., as applicable, will be measured for payment for equipment so mounted. Six feet (6') of slack shall be allowed at pull boxes, junction boxes and similar locations.

Basis of Payment: This item will be paid for at the Contract unit price per foot installed for **ELECTRIC CABLE IN CONDUIT, 600 VOLT (XLP-TYPE USE)** or **ELECTRIC CABLE IN UNIT DUCT, 600 VOLT (XLP-TYPE USE)**, of the size and number of conductors indicated, which shall be payment in full for the work as described herein.

*** SPECIAL PROVISION ***

UNIT DUCT, 600 VOLT (XLP-TYPE USE), 1-½" DIA., POLYETHYLENE
UNIT DUCT, 600 VOLT (XLP-TYPE USE), 2" DIA., POLYETHYLENE

Description: This work shall include furnishing and installing a cable-duct assembly with the number and size conductor indicated on the Plans and as specified herein. It shall also include a green insulated conductor inside the unit duct to be used specifically as a ground wire. All workmanship and materials shall be in accordance with the requirements of the Standard Specifications, except as modified herein.

All cable, conductor, and conduit shall be new having been manufactured within eighteen (18) months of the date of the Contract. The cable-duct assembly of conductors, cables, and conduit shall be made at the factory in continuous lengths that will permit installation of the longest spans shown in the Plans without splicing or cutting either conduit or cable. Splices of cable or conduit will not be permitted in the trench. Both conduit and cable shall be continuous from pole to pole and pole to handhole. All cables within the unit duct shall be color coded.

Materials: Conductors shall be stranded copper conductors and meet the requirements of the Standard Specifications. Conductor insulation shall be heat and moisture resistant, cross linked polyethylene suitable for use at 75°C in dry or wet locations at 600 volts. It shall conform to Underwriters Laboratories' Standards for XLP. Insulated conductors shall be readily identified by permanent marking indicating the type of insulation and all other information required by Underwriters Laboratories' Standard for XLP insulated conductors. All conductors will be color coded.

Duct shall be of black polyethylene flexible enough for easy coiling and uncoiling, but rigid enough to maintain its shape over its entire life when applied as shown herein. It shall be permanently marked at ten foot (10') intervals on the outside with the manufacturer's name or trademark. The duct shall be flexible enough for easy coiling or uncoiling at -10°C.

The duct shall conform to the requirements of ASTM D-3485 and NEMA Standard Publication No. TC-7. The duct shall be made of high density polyethylene which shall meet the requirements of ASTM D-1248, Type III, Class C and the requirements listed in Table 2-1 of NEMA Standard Publication No. TC-7. Submittal information shall demonstrate compliance with the details of these requirements.

*** SPECIAL PROVISION ***

UNIT DUCT, 600 VOLT (XLP-TYPE USE), 1-½", DIA., POLYETHYLENE
UNIT DUCT, 600 VOLT (XLP-TYPE USE), 2" DIA., POLYETHYLENE , Cont'd.

Installation: Unit duct shall be installed so that it is possible to withdraw a conductor and pull in a new one without any excavation. Under no circumstances shall bends be less than 24" radius.

The unit duct shall extend into a below grade handhole and foundations not less than six inches (6"). The conductors shall be exposed and the ends shall be neatly trained around the handhole on the cable supports. Unit duct shall be installed intact in steel conduit.

Where unit duct terminates in an anchor base pole, the duct shall terminate at a point halfway between the aperture of the pole and the handhole of the pole. The cables and conductors shall extend eighteen inches (18") out of the pole. It is intended that the duct can be pulled to the opening in the handhole for pulling in a replacement conductor or cable.

All unit ducts which are underground shall be directional bored or placed in conduit at a minimum depth of thirty inches (30"), unless otherwise indicated on the Plans. The unit duct shall be laid loosely on the bottom of the trench. The Contractor shall not attempt to pull the slack out of the duct. The cost for directional boring of unit duct will be paid for under a separate item in the Contract.

All splices shall be made using compression-type copper compression joints of the size and configuration required for the splice involved. Splices on insulated cables shall be insulated and finished in such a manner as to be moisture proof and in conformance with the Standard Specifications.

Method of Measurement: Unit duct shall be measured in feet along the centerline of the trench to the center of the light standard, control cabinet, or handhole. All vertical cable in structures and slack cable in excess of the lengths allowed in the following table will not be measured for payment. Slack will be paid for as follows:

Junction Box	6 feet of slack
Controllers	10 feet of slack
Base of Standards	15 feet of slack per span

*** SPECIAL PROVISION ***

UNIT DUCT, 600 VOLT (XLP-TYPE USE), 1-½", DIA., POLYETHYLENE
UNIT DUCT, 600 VOLT (XLP-TYPE USE), 2" DIA., POLYETHYLENE , Cont'd.

Provided the cable is in accordance with all of the above Specifications and the Engineer approves, the Contractor may:

- A) Substitute larger stranded copper conductor.
- B) Substitute higher voltage insulation.
- C) Use unit duct containing extra conductors or cables.

No other substitutions will be permitted and no extra compensation will be allowed for substitutions permitted above.

Basis of Payment: Electric cable in duct will be paid for at the Contract unit price per foot for **UNIT DUCT, 600 VOLT (XLP-TYPE USE), 1-½" DIAMETER, POLYETHYLENE** or **UNIT DUCT, 600 VOLT (XLP-TYPE USE), 2" DIAMETER, POLYETHYLENE**, of the number and size conductors indicated in the "Bidding Schedule", which price shall include the cost of cable, conductors, including the green ground wire, and polyethylene duct as shown on the Plans and as specified herein, but does not include the cost of any steel conduit or directional boring, which will all be paid for separately. It shall also include all splicing and testing as described elsewhere in these Specifications.

*** SPECIAL PROVISION ***

DIRECTIONAL BORING AND PULLING UNIT DUCT

Description: This work shall consist of installing one-and-a-half inch (1½") diameter and two-inch (2") diameter polyethylene unit duct with an assembly of factory pre-installed insulated conductors by directional boring and pulling methods, at locations as shown on the Plans. The cost of furnishing the unit duct will be paid for under the respective unit duct item as indicated in the Summary of Quantities.

Installation: This pay item shall pertain to the boring of an opening and the pulling of the unit duct through this opening. The cost of furnishing the unit duct will not be included in the cost of this item. The unit duct is to be installed using a remotely steerable, fluid cutting tunneling system. The tunneling system shall be electronically detectable as to its location, both horizontally and vertically, and shall line the tunnel with a clay lining as it tunnels. The tunnel shall be installed to a minimum depth of thirty inches (30") below the surface elevation. The tunneling system shall be approved by the Engineer prior to its use.

The cost of any excavation and disposal of excavated material for the exposing of any utilities that could possibly be in conflict with the proposed unit duct path, as well as all other excavations, shall be considered incidental to this item. Any such excavations within paved areas shall be backfilled with sand or stone screenings, and no additional compensation will be allowed. Permanently paved surfaces and sodded areas will be restored and paid for under the "RESTORATION" item in the Contract.

In areas where the Engineer deems it impractical to use the tunneling system, the Contractor shall trench the cable duct in accordance with the details on the Plan, or as required by field conditions. The Engineer shall be the sole decision maker concerning this operation, since it is the intent of the Owner to limit disturbance of all ground surfaces. Payment will be made under this item only.

Unit duct shall be installed so that it is possible to withdraw a conductor and pull in a new one without any excavation. Under no circumstances shall bends be less than twenty-four inches (24") radius. Electric cable and unit duct shall always be installed in such a manner as to be able to pull in or pull out conductors without making any excavations along the run of the duct.

The unit duct shall extend into a below grade handhole and foundations not less than six inches (6"). The conductors shall be exposed and the ends shall be neatly trained around the handhole on the cable supports. Unit duct shall be installed intact in steel conduit where applicable.

*** SPECIAL PROVISION ***

DIRECTIONAL BORING AND PULLING UNIT DUCT, Cont'd.

Method of Measurement: Directional boring and pulling unit duct will be measured in feet along a horizontal centerline from center of poles, control cabinets, handholes, junction boxes, and end points of galvanized steel conduit locations. Lengths of unit duct installed in proposed steel conduits will not be included in measurements for this item. Vertical and slack lengths will also not be measured for payment.

Basis of Payment: This item shall be paid for at the Contract unit price per foot for **DIRECTIONAL BORING AND PULLING UNIT DUCT**, which price shall include the cost of the digging of the start hole, boring the tunnel, pulling of the one-and-a-half inch (1½") diameter and two-inch (2") diameter unit duct with cables through the tunnel, removal of all excavated materials, and all other work, materials, and equipment to complete the work as specified. Where cable duct is installed in conduits, no payment will be provided under this item. All permanently paved areas and sodded areas that must be restored will be paid for under the "RESTORATION" item in the Contract.

*** SPECIAL PROVISION ***

JUNCTION BOX

Description: This work shall consist of furnishing and installing a reinforced composite concrete junction box at locations as shown on the Plans.

Materials: The junction box shall be constructed to NEMA 4X standards, with a closed-cell oil-resistant PE gasket between the body and cover. The cover shall be arranged to fit flush with the structure surface. The cover shall be attached with stainless steel hex-head bolts, factory coated with anti-seize compound.

The box and cover shall be constructed of a polymer concrete and reinforced with a heavy-weave fiberglass cloth. The material shall have the following properties.

compressive strength	75.8 MPa (11,000 psi)
tensile strength	11.7 MPa (1,700 psi)
flexural strength	51.7 MPa (7,500 psi)

The resulting enclosure shall have a service load of 35.6 kN (8,000 lbs) (minimum), over a 250 mm (10-inch) square area as defined by AASHTO H 10. The material shall have light green color. The cover shall be made of the same material.

Conduit openings may be factory cut and pre-assembled with conduit fittings. Conduit fittings and accessories shall be manufactured from polyvinyl chloride, complying with ASTM D 1784 and shall comply with all the applicable requirements of NEMA Publication No. TC2, U.L. Standard 651 for EPC-40-PVC and NEC Article 347.

The Junction Box shall have the approximate interior dimensions:

<u>Length:</u>	24"	<u>Width:</u>	24"	<u>Depth:</u>	12"
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Slight deviations to a similar size junction box may be allowed to conform to a standard manufacturer's production size with the approval of the Engineer.

Installation: The junction box will be located by the Engineer. The junction box shall be set at an elevation one inch (1") above the existing grade in grass areas, at grade in concrete or asphalt pavement areas, or as directed by the Engineer. The junction box shall also be set on a twelve-inch (12") aggregate base (CA-5 or CA-7) for drainage purposes.

Basis of Payment: This work shall be paid for at the Contract unit price per each for **JUNCTION BOX**, which price shall be payment in full of all work as specified.

*** SPECIAL PROVISION ***

RESTORATION

Description: This item shall consist of the complete restoration of all disturbed surfaces including grading, topsoiling, sodding, sidewalk replacement and asphalt surface replacement, and shall be constructed in accordance with the following Specifications, and as directed by the Engineer. **The Contractor is encouraged to keep the ground disturbance to a minimum, in order to limit the use of this pay item.**

Furnishing and Placing Topsoil, 4"

Description: This work shall consist of the excavation for, and the installation of, topsoil at the locations indicated on the Plans, or as directed by the Engineer in accordance with the Standard Specifications, except as modified herein. It is the intention of these Specifications to restore all areas disturbed during the course of construction with topsoil, and to reshape the disturbed areas to a condition that will accommodate the proposed seeding, hydroseeding, and/or sodding.

Materials: All topsoil to be used for restoration of this improvement shall be obtained from outside the limits of the right-of-way of this improvement, transported to the job site, and placed at the required locations to the depth as designated by the Engineer. The topsoil furnished shall be pulverized and shall be uniform in color, free of foreign objects, and shall crumble easily for ease of placement and proper finished appearance. Materials furnished shall meet with the requirements unless otherwise approved.

Organic Matter	3% to 12%
Sand	50% Maximum
Clay (Particle Size of .005 MM)	2% to 35%
pH	5.0 to 8.0

Installation: Prior to furnishing new topsoil for restoration, the Contractor shall remove surplus materials for the placement of topsoil over the required area to a depth as directed by the Engineer. Excavation for the placement of topsoil, where necessary, shall be included in this item. If the Contractor elects to excavate in excess of the area so directed, or cuts deeper than the amount provided, 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. The finished surface shall be level, with all depressions filled, and shall be placed to a density in accordance with standard

GEN.40 (Rev.)

*** SPECIAL PROVISION ***

RESTORATION, Cont'd.

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.

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

Sodding

Description: This work shall consist of preparing the ground surface and furnishing, transporting, and placing sod and other materials as required herein at all disturbed areas so noted on the Plans to be "sodded", 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 above 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 (24") wide shall be prepared eighteen inches (24") 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 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.

*** SPECIAL PROVISION ***

RESTORATION, Cont'd.

After the sod has been placed, a commercial grade of fertilizer consisting of Nitrogen (N), Phosphorus (P₂O₅), and Potassium (K₂O) shall be applied to all sodded areas at the rate of 250 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, which shall entail thirteen (13) free waterings during the initial establishment period. The Contractor shall contact the Engineer prior to watering in order that the Engineer may approve the watering as inclusive in the fifteen (15) free waterings.

Sidewalk Removal & Replacement

Sidewalk removal and replacement shall be constructed in accordance with Sections 440 and 424 of the "Standard Specifications for Road and Bridge Construction".

Restoration of Hot-Mix Asphalt Surfaces

This work shall consist of the removal and replacement of asphalt pavement materials at the locations disturbed due to construction of this improvement. Under this Contract, any pavement so needed to be replaced will be saw cut on all sides as required, and subsequently replaced to the thicknesses as specified.

After the existing pavement is saw cut, those pavement materials within the area to be patched shall be removed with the appropriate hand tools and any aggregate materials that otherwise filled the previous excavation shall be removed and properly disposed of. The area to be paved shall be fine graded to provide for the construction of a three inch (3") asphalt surface. All work shall otherwise be performed in accordance with the applicable portions of Section 400 of the "Standard Specifications for Road and Bridge Construction".

The hot-mix asphalt shall be replaced in two (2) separate lifts of materials. The first and second layer shall be Hot-Mix Asphalt Surface course Mixture D, N50, and shall be one-and-one-half inches (1-1/2") in thickness. Hot-Mix Asphalt Surface Course, Mixture D, N50 mixture designs shall be as specified in the Hot-Mix Asphalt Design Chart shown on the Plans. The final layer shall be placed with sufficient care to insure an even, level surface, free from depressions, and providing a smooth riding surface, and conforming to the approximate cross-section of the existing pavement.

Basis of Payment: This work shall be paid for at the Contract unit price per lump sum for **RESTORATION**, which price shall be payment in full for all work as specified herein.

*** SPECIAL PROVISION ***

TRAFFIC CONTROL AND PROTECTION

General: The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, and guiding traffic through the area of construction. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Sections 701, 702 and 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.

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

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

PROPOSAL BID BOND

RETURN WITH BID

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: BORSE MEMORIAL COMMUNITY
PARK – LIGHTING IMPROVEMENTS
PROJECT NO.: 21489

WE _____ as

PRINCIPAL, and _____ as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of **5%** of the total bid price, or for the amount specified in the Proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the OWNER acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE, if the Proposal is accepted and a contract awarded to the PRINCIPAL by the OWNER for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal Contract, furnish Surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the OWNER determines the PRINCIPAL has failed to enter into a formal Contract in compliance with any requirements set forth in the preceding paragraph, then the OWNER acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D., 2022.

PRINCIPAL

(Company Name)

(Company Name)

BY: _____
(Signature & Title)

BY: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

SURETY

(Name of Surety)

BY: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby
certify that _____ who are each
personally _____
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D., 2022.

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires _____

Notary Public

RETURN WITH BID

PROPOSAL	Owner: VILLAGE OF WILLOWBROOK
	Township: DOWNERS GROVE
	County: DuPAGE
	Project No. 21489

1. **PROPOSAL OF:** Lyons Electric Company, Inc.
650 E. Elm Avenue, La Grange, IL 60525
(Name and Address of Bidder)

for the improvement designated in Paragraph 2 below, includes the construction and enhancement of baseball field and future soccer field lighting systems, including galvanized steel light pole standards, LED luminaires, cross arms, unit duct with electric cable directionally bored, electrical control cabinet, restoration, and other appurtenant construction.

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

BORSE MEMORIAL COMMUNITY PARK - LIGHTING IMPROVEMENTS

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, 2022**, unless additional time is granted in accordance with the Specifications.

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

Five percent of bid amount.

(In Writing)

(5%).

(In Figures)

RETURN WITH BID

PROPOSAL, Cont'd.

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

RETURN WITH BID

PROPOSAL, Cont'd.

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

SCHEDULE OF PRICES				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Sports Field Lighting System, Complete	1 L SUM	\$ 481,750.00	\$ 481,750.00
2	Remove Electric Cable from Unit Duct	610 FOOT	0.91	555.10
3	Electric Cable in Unit Duct, 600 Volt (XLP-Type Use) 3-1/C No. 3 & 1/C No. 4 Ground	710 FOOT	14.39	10,216.90
4	Electric Cable in Unit Duct, 600 Volt (XLP-Type Use) 3-1/C No. 10 & 1/C No. 12 Ground	305 FOOT	3.48	1,061.40
5	Electric Cable in Unit Duct, 600 Volt (XLP-Type Use) 3-1/C No. 14 & 1/C No. 16 Ground	150 FOOT	2.98	447.00
6	Unit Duct with 3-1/C No. 3 & 1/C No. 4 Ground 600 V (XLP-Type Use) 1-1/2" Dia. Polyethylene	510 FOOT	14.92	7,609.20
7	Unit Duct with 3-1/C No. 3 & 1/C No. 4 Ground and 3-1/C No. 10 & 1/C No. 12 Ground 600 V (XLP-Type Use) 1-1/2" Dia. Polyethylene	235 FOOT	18.03	4,237.05
8	Unit Duct with 3-1/C No. 4 & 1/C No. 6 Ground 600 V (XLP-Type Use) 1-1/2" Dia. Polyethylene	225 FOOT	11.17	2,513.25
9	Unit Duct with 3-1/C No. 10 & 1/C No. 12 Ground 600 V (XLP-Type Use) 1-1/2" Dia. Polyethylene	75 FOOT	6.75	506.25
10	Unit Duct with 3-1/C No. 4 & 1/C No. 6 Ground 600 V (XLP-Type Use) 2" Dia. Polyethylene	540 FOOT	11.67	6,301.80
11	Directional Boring and Pulling Unit Duct	1,335 FOOT	16.26	21,707.10
12	Junction Box	6 EACH	3,357.00	20,142.00
13	Restoration	1 L SUM	28,677.95	28,677.95
14	Insurance Provisions, Complete	1 L SUM	275.00	275.00
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$586,000.00

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: BORSE MEMORIAL COMMUNITY
PARK – LIGHTING IMPROVEMENTS
PROJECT NO.: 21489

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 **Lyons Electric Company, Inc.**

Signed By _____
Mike Wilson, Sr. Vice President

Business Address **650 E. Elm Avenue**
La Grange, IL 60525

Phone Number **708-588-6800**

Federal Tax ID # **36-2315539**

DUNS #: **025604315**

Insert Names of Officers:

President **Gary Misicka**

Sr. Vice President **Michael Wilson**

Treasurer **Robert Schaeffer**

Attest: _____

Robert Schaeffer, Treasurer

(S E A L)

CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, 2022, between the **Village of Willowbrook**, acting by and through the Mayor and Board of Trustees , known as the party of the first part, and **Lyons Electric Company, Inc.**, his/their executors, administrators, successors or assigns, known as the party of the second part.

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

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

BORSE MEMORIAL COMMUNITY PARK - LIGHTING IMPROVEMENTS

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:

Lyons Electric Co., Inc.
(Corporate Name)

Robert Schaeffer, Treasurer

(S E A L)

By: _____
Michael Wilson, Sr. Vice President

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **Lyons Electric Company, 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 **Five Hundred Eighty-Six Thousand and 00/100 Dollars (\$586,000.00)** lawful money of the United States, well and truly to be paid unto said Village of Willowbrook, for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents.

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

BORSE MEMORIAL COMMUNITY PARK - LIGHTING IMPROVEMENTS

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 _____, 2022.

ATTEST:

Robert Schaeffer, Treasurer
(S E A L)

Corporate
Name Lyons Electric Company, Inc.

By _____
Michael Wilson, Sr. Vice 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 **Michael Wilson** and **Robert Schaeffer**, to me personally known to be the Sr. Vice President and Treasurer, respectively, of **Lyons Electric Company, 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 Sr. Vice President and Treasurer, 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 _____, 2022.

(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 _____, 2022.

(Notary Public)

Approved this _____ day of _____ A.D., 2022.

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 OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT THE VILLAGE HALL AND THE VILLAGE POLICE DEPARTMENT FACILITIES

AGENDA NO. 7.**AGENDA DATE: 8/8/2022****STAFF REVIEW:** Alex Arteaga, Assistant to the V.A.SIGNATURE: **LEGAL REVIEW:** Michael Durkin, Village AttorneySIGNATURE: M. Durkin/jw**RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: B. Pabst**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒**BACKGROUND**

Since 2015, the Village had utilized City Wide Facility Solutions for custodial services within Village Hall and the Police Department, following several unaddressed service complaints, staff determined that the Village would seek a new custodial services contractor. In May 2022, staff released a Request for Proposal (RFP) for Custodial Services on May 23, 2022. Following the bid opening on June 17, 2022, staff received seven responses. As outlined in the RFP, bidders were required to submit their total costs for a contract period of three years, below are the bids that were received:

Syma Group	Multisystem Management	Chi-Town Cleaning	Eco-Clean Maintenance	Bravo Services	Best Quality Cleaning	Jan-Pro
\$82,080.00	\$88,020.00	\$90,720.00	\$107,712.00	\$143,140.20	\$143,616.00	\$239,364.00

Multisystem Management quoted custodial services at a cost of \$29,340 annually or \$88,020 for a three-year period. The total budgeted amount for our FY 22-23 V.A.O. - Administration maintenance account is \$45,000, thus the annual cost provided by Multisystem Management falls within the approved budget.

STAFF RECOMMENDATION

Based on the results from the reference check process for the lowest responsible and responsive bidder, staff recommends not to move forward with the lowest bidder. Three out of five references were unresponsive with another reference citing issues related to customer service and a scope of work not being met. The recommendation to move forward with Multisystem Management is based on positive references, qualifications, and firm experience, particularly the services Multisystem Management provides to other municipal clients.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 22-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE
LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO
MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL
SERVICES AT THE VILLAGE HALL AND
THE VILLAGE POLICE DEPARTMENT FACILITIES**

WHEREAS, the Village solicited sealed proposals from seven (7) contractors for the performance of custodial services at the Village’s Municipal Buildings, including the Village Hall facility and the Village Police Department facility (the “Project”); and

WHEREAS, the proposals received were publicly opened, examined and declared by officials of the Village of Willowbrook on June 17, 2022 at 3:00 p.m.; and

WHEREAS, of the proposals received and opened, the apparent lowest responsible bidder to submit a proposal for the Project is Multisystem Management Company, at a proposal of Eighty-Eight Thousand Twenty and 00/100 Dollars (\$88,020.00).

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 Multisystem Management Company to be the lowest responsible bidder for the Project.

SECTION 3: Award of Contract.

Multisystem Management Company is hereby awarded the Contract for the Project for the performance of custodial services at the Village’s Municipal Buildings, including the Village

Hall facility and the Village Police Department facility, for a term of three (3) years, at a cost not to exceed Eighty-Eight Thousand Twenty and 00/100 Dollars (\$88,020.00), subject to: the execution of all Contract documents.

SECTION 4: Notice of Award.

The Village Clerk of the Village of Willowbrook is hereby authorized and directed to execute and issue to Multisystem Management Company, the lowest responsible bidder, a Notice of Award, substantially in the form attached hereto as an exhibit and made a part hereof, for the Project. That the Notice of Award shall be accompanied with a sufficient number of contracts, attached hereto as Exhibit "A", incorporating the proposals attached for execution by Multisystem Management Company.

SECTION 5: Execution of Contract.

Provided further that Multisystem Management Company returns to the Willowbrook Assistant Village Administrator, within fifteen (15) days of the receipt of the Notice of Award, the Contract with all other written Contract documents attached, properly executed by it, along with the proper insurance certificates, at which time the Mayor of the Village of Willowbrook 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.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 6: Effective Date.

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

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 22nd day of August, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

NOTICE OF AWARD

TO: Lilla Liner
Multisystem Management Company
6019 N. Milwaukee Avenue
Chicago, Illinois 60646

PROJECT DESCRIPTION: Custodial Services at the Village of Willowbrook's Municipal Buildings, including the Village Hall facility and the Village Police Department facility.

THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK have considered the proposal submitted by you for the above-described work in response to its published Request for Proposals.

YOU ARE HEREBY NOTIFIED that your proposal has been accepted for the price set forth in your proposal for the Project, which totaled the amount of Eighty-Eight Thousand Twenty and 00/100 Dollars (\$88,020.00), subject to: the furnishing of the insurance certificates and execution of all Contract documents.

You are required to execute the Contract and furnish the required insurance certificates within fifteen (15) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract, and to furnish the required insurance certificates within fifteen (15) days from the date of this Notice, the Village of Willowbrook shall be entitled to consider all your rights arising out of the Village of Willowbrook's acceptance of your proposal as abandoned. The Village of Willowbrook shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Sean Halloran, Assistant Village Administrator, Village of Willowbrook; 835 Midway Drive, Willowbrook, Illinois 60527.

Dated this _____ day of August, 2022.

VILLAGE OF WILLOWBROOK

By: _____
Deborah A. Hahn, Village Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award for the Custodial Services at the Village of Willowbrook's Municipal Buildings, including the Village Hall facility and the Village Police Department facility, is hereby acknowledged by Multisystem Management Company, this _____ day of _____, 2022.

MULTISYSTEM MANAGEMENT COMPANY

By: _____

Lilla Liner

Title: Account Manager

ATTEST:

EXHIBIT “A”

CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY

**CUSTODIAL SERVICES AGREEMENT BETWEEN
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF
WILLOWBROOK**

This Agreement made this ____ day of August, 2022, between the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), and Multisystem Management Company (“Contractor”), for the provision of custodial services at Village’s Municipal Buildings, including Village Hall and Village Police Station, in consideration of the following and other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. Contractor has submitted a proposal to perform custodial services for the Village. Such proposal dated June 17, 2022, including all general terms and conditions, special terms and conditions, requirements and specifications contained therein, are incorporated herein as Exhibit “A” and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. For and in consideration of the payments to be made by the Village, and the agreements set forth in the contract documents to be made by the Contractor, the Village and the Contractor agree that the Contractor, at its own proper cost and expense, shall perform the following Work: Provide custodial maintenance to the Village managed buildings listed below, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this Agreement, in strict compliance with the specifications, general conditions, and special provisions which are essential documents of and made a part of this Agreement.

A. Contractor shall perform custodial services at the following Village facilities:

1. Village Hall – 835 Midway Drive, Willowbrook, IL 60527; and
2. Village Police Station – 7760 Quincy Street, Willowbrook, IL 60527.

B. The Village shall provide, at no cost to the Contractor, for application at the facilities subject to the Agreement, the following consumable products for use by the Building’s Occupants:

- Toilet tissue
- Roll towels – household use
- Roll towels – bathroom use
- Toilet seat covers
- Facial tissue
- Liquid hand cleaner
- Bar soap
- Feminine napkins
- Waste can liners
- Toilet bowl sanitation blocks

- Urinal blocks

The Contractor shall provide, at its expense and at no additional cost to the Village, all cleaning equipment and cleaning supplies to support all its work activities specified, with the exception of the items listed above. A secure storage space for cleaning equipment and cleaning supplies shall be made available by the Village.

2. The Contractor shall perform the Work as directed by Public Works Foreman or his designee.

3. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth in the Contractor's proposal, for a total amount not to exceed Eighty-Eight Thousand Twenty and 00/100th Dollars (\$88,020.00). Additional hours worked shall be paid at the hourly rate specified. Additional hours will only be paid when authorized in writing by Village. Hours reduced from the contract specifications shall be deducted from the monthly invoice at the hourly rate specified.

B. **Contract Term**

The Contractor shall commence the Work on September 6, 2022 and shall perform the Work through December 31, 2025. The Village shall have the right to terminate this Agreement, at any time, upon giving written notice to the Contractor at least thirty (30) days prior to the termination of the Agreement.

C. **Payment**

Payment to the Contractor shall be made in accordance with the Local Government Prompt Payment Act.

4. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

5. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village Administrator
835 Midway Drive
Willowbrook, Illinois 60527

b. If to Contractor:

Multisystem Management Company
1900 E. Golf Road, Suite 950
Schaumburg, Illinois 60173

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

6. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended, or a provision hereof waived, by the parties by written instrument executed by authorized signatories of the Village and Contractor.

7. **Insurance.** Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits, as required by the Labor Code of the State of Illinois and Employers'

Liability limits of \$1,000,000 per accident; 1,000,000 each employee disease/\$1,000,000 disease policy limit.

- (4) Umbrella Excess Liability or Excess Liability insurance with minimum limits of \$5,000,000 combined single limit each occurrence; \$5,000,000 combined single limit aggregate, other than products/completed operations and auto liability; and \$5,000,000 combined single products/completed operations aggregate.

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

- (1) Commercial General Liability and Automobile Liability Coverages:

- (a) The Village, its officials and employees, are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
- (b) The Contractor's insurance coverage shall be primary insurance, as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees, shall be in excess of Contractor's insurance, and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

- (3) All Coverages:

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

8. **Indemnification/Hold Harmless.** The Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including

litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

9. **Supervision.** Regular supervision shall be maintained over all working personnel by the Contractor. The Contractor shall ensure that all activities are properly coordinated with the Village. Contractor shall modify assignments, if and when necessary, inspect and correct the working personnel, make needed adjustments, check requisitions and dispense supplies and equipment, and make “on the job” inspections.

10. **Complaints.** A complaint is a problem with the quality of the service or the omission of an item of work. A complaint will be reported to the Contractor by phone, by e-mail, or letter. Complaints may also be reported to the Contractor in the form of the monthly inspection results. The Contractor will be expected to correct the problem within five (5) business days of notice. The Village reserves the right to discount the monthly invoice for work not performed, or performed in an unsatisfactory manner. The discount is not to be considered a penalty, but, rather, will be in direct proportion to the time and materials necessary for the Village staff to perform those services, as described in the contract, at a satisfactory level. A reduction in payment will be levied against the next possible invoice.

11. **Modification.** Any modification of this Contract, or additional obligation assumed by any party in connection with this Contract, shall be binding only if evidenced in writing, signed and authorized by the representatives of both parties.

12. **Severability.** If any provision or part of this Contract shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or parts of this Contract not so held invalid or unenforceable. Such other provisions or parts which are not held invalid or unenforceable shall survive and continue, in full force and effect, unless deletion of the provision or other part of the Contract, which is held to be invalid or unenforceable, renders this Contract meaningless.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

13. **Certifications.** The Contractor shall execute the Certification attached hereto as Exhibit "A", and made a part hereof. The parties agree that the assurances contained in the Certification contained in Exhibit "A", are each a material representation of fact upon which the Village relies in entering into this Agreement.

Village of Willowbrook

Contractor: Multisystem Management Company

By: _____
Frank A. Trilla, Mayor

By: _____

Attest:

Attest:

By: _____
Deborah A. Hahn, Village Clerk

By: _____

EXHIBIT "A"
CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Willowbrook ("Village") in entering into the contract with the Contractor. The Village of Willowbrook may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)
_____, and as such, hereby represent and warrant to the
(Name of Contractor)
Village of Willowbrook, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); and
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1 of the Education Loan Default Act (5 ILCS 385/1 *et seq.*).

In addition, the Contractor hereby represents and warrants to the Village of Willowbrook, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under subsection (A)(1)c from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) During the performance of this contract, the Contractor agrees as follows: That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- (C) The Contractor represents that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.
- (D) The Contractor represents that no officer or employee of the Village 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.; and
- (E) The Contractor has not given to any officer or employee of the Village 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 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.
- (F) The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all

claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

- (G) 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 to 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.
- (H) The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- (I) Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

Notwithstanding anything to the contrary which may be contained in this Agreement, payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village of Willowbrook, in writing, within seven (7) days. Dated: _____, 2022

Contractor: Multisystem Management Company

By: _____

_____,
(Print Name of Owner or Officer) (Title or Office)

[illegible]

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____ of _____, appeared before me this day in person and, (Name of Contractor)

being first duly sworn on oath, acknowledged that he executed the foregoing certification as his/her free act and deed.

Dated: _____, 2022

Notary Public

**CUSTODIAL SERVICES AGREEMENT BETWEEN
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF
WILLOWBROOK**

This Agreement made this 1 day of August, 2022, between the Village of Willowbrook, a municipal corporation of the State of Illinois ("Village"), and Multisystem Management Company ("Contractor"), for the provision of custodial services at Village's Municipal Buildings, including Village Hall and Village Police Station, in consideration of the following and other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. Contractor has submitted a proposal to perform custodial services for the Village. Such proposal dated June 17, 2022, including all general terms and conditions, special terms and conditions, requirements and specifications contained therein, are incorporated herein as Exhibit "A" and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. For and in consideration of the payments to be made by the Village, and the agreements set forth in the contract documents to be made by the Contractor, the Village and the Contractor agree that the Contractor, at its own proper cost and expense, shall perform the following Work: Provide custodial maintenance to the Village managed buildings listed below, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this Agreement, in strict compliance with the specifications, general conditions, and special provisions which are essential documents of and made a part of this Agreement.

A. Contractor shall perform custodial services at the following Village facilities:

1. Village Hall – 835 Midway Drive, Willowbrook, IL 60527; and
2. Village Police Station – 7760 Quincy Street, Willowbrook, IL 60527.

B. The Village shall provide, at no cost to the Contractor, for application at the facilities subject to the Agreement, the following consumable products for use by the Building's Occupants:

- Toilet tissue
- Roll towels – household use
- Roll towels – bathroom use
- Toilet seat covers
- Facial tissue
- Liquid hand cleaner
- Bar soap
- Feminine napkins
- Waste can liners
- Toilet bowl sanitation blocks

- Urinal blocks

The Contractor shall provide, at its expense and at no additional cost to the Village, all cleaning equipment and cleaning supplies to support all its work activities specified, with the exception of the items listed above. A secure storage space for cleaning equipment and cleaning supplies shall be made available by the Village.

2. The Contractor shall perform the Work as directed by Public Works Foreman or his designee.

3. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth in the Contractor's proposal, for a total amount not to exceed Eighty-Eight Thousand Twenty and 00/100th Dollars (\$88,020.00). Additional hours worked shall be paid at the hourly rate specified. Additional hours will only be paid when authorized in writing by Village. Hours reduced from the contract specifications shall be deducted from the monthly invoice at the hourly rate specified.

B. **Contract Term**

The Contractor shall commence the Work on September 6, 2022 and shall perform the Work through December 31, 2025. The Village shall have the right to terminate this Agreement, at any time, upon giving written notice to the Contractor at least thirty (30) days prior to the termination of the Agreement.

C. **Payment**

Payment to the Contractor shall be made in accordance with the Local Government Prompt Payment Act.

4. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

5. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village Administrator
835 Midway Drive
Willowbrook, Illinois 60527

b. If to Contractor:

Multisystem Management Company
6019 N. Milwaukee Avenue
Chicago, Illinois 60646

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

6. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended, or a provision hereof waived, by the parties by written instrument executed by authorized signatories of the Village and Contractor.

7. **Insurance.** Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits, as required by the Labor Code of the State of Illinois and Employers'

Liability limits of \$1,000,000 per accident; 1,000,000 each employee disease/\$1,000,000 disease policy limit.

- (4) Umbrella Excess Liability or Excess Liability insurance with minimum limits of \$5,000,000 combined single limit each occurrence; \$5,000,000 combined single limit aggregate, other than products/completed operations and auto liability; and \$5,000,000 combined single products/completed operations aggregate.

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

- (1) Commercial General Liability and Automobile Liability Coverages:

- (a) The Village, its officials and employees, are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
- (b) The Contractor's insurance coverage shall be primary insurance, as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees, shall be in excess of Contractor's insurance, and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (2) Worker's Compensation and Employers' Liability Coverage:
The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

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

8. **Indemnification/Hold Harmless.** The Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including

litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

9. **Supervision.** Regular supervision shall be maintained over all working personnel by the Contractor. The Contractor shall ensure that all activities are properly coordinated with the Village. Contractor shall modify assignments, if and when necessary, inspect and correct the working personnel, make needed adjustments, check requisitions and dispense supplies and equipment, and make "on the job" inspections.

10. **Complaints.** A complaint is a problem with the quality of the service or the omission of an item of work. A complaint will be reported to the Contractor by phone, by e-mail, or letter. Complaints may also be reported to the Contractor in the form of the monthly inspection results. The Contractor will be expected to correct the problem within five (5) business days of notice. The Village reserves the right to discount the monthly invoice for work not performed, or performed in an unsatisfactory manner. The discount is not to be considered a penalty, but, rather, will be in direct proportion to the time and materials necessary for the Village staff to perform those services, as described in the contract, at a satisfactory level. A reduction in payment will be levied against the next possible invoice.

11. **Modification.** Any modification of this Contract, or additional obligation assumed by any party in connection with this Contract, shall be binding only if evidenced in writing, signed and authorized by the representatives of both parties.

12. **Severability.** If any provision or part of this Contract shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or parts of this Contract not so held invalid or unenforceable. Such other provisions or parts which are not held invalid or unenforceable shall survive and continue, in full force and effect, unless deletion of the provision or other part of the Contract, which is held to be invalid or unenforceable, renders this Contract meaningless.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

13. **Certifications.** The Contractor shall execute the Certification attached hereto as Exhibit "A", and made a part hereof. The parties agree that the assurances contained in the Certification contained in Exhibit "A", are each a material representation of fact upon which the Village relies in entering into this Agreement.

Village of Willowbrook

Contractor: Multisystem Management Company

By: _____
Frank A. Trilla, Mayor

By: *Lilla Lina*

Attest:

Attest:

By: _____
Deborah A. Hahn, Village Clerk

By: *Sylvia Wodak*

EXHIBIT "A"
CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Willowbrook ("Village") in entering into the contract with the Contractor. The Village of Willowbrook may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, LILLA LINDER, hereby certify that I am the ACCT MANAGER of
(Name of Owner or Officer) (Title or Office)
MULTISYSTEM MANAGEMENT CORP, and as such, hereby represent and warrant to the
(Name of Contractor)

Village of Willowbrook, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); and
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1 of the Education Loan Default Act (5 ILCS 385/1 *et seq.*).

In addition, the Contractor hereby represents and warrants to the Village of Willowbrook, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under subsection (A)(1)c from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) During the performance of this contract, the Contractor agrees as follows: That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- (C) The Contractor represents that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.
- (D) The Contractor represents that no officer or employee of the Village 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.; and
- (E) The Contractor has not given to any officer or employee of the Village 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 in violation of 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.
- (F) The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all

claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

- (G) 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 to 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.
- (H) The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- (I) Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

Notwithstanding anything to the contrary which may be contained in this Agreement, payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village of Willowbrook, in writing, within seven (7) days. Dated: AUGUST 1, 2022

Contractor: Multisystem Management Company

By: Lilla Liner

LILLA LINER ACCOUNT MANAGER
(Print Name of Owner or Officer) (Title or Office)

STATE OF ILLINOIS)

COUNTY OF IL

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that LILLIAN LINER known to me to be the ACCOUNT MGR of
(Name of Owner or Officer) (Title or Office)

being first duly sworn on oath, acknowledged that he executed the foregoing certification as his/her free act and deed.

Dated: August 3rd, 2022

Margaret Kewalshi
Notary Public




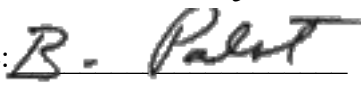
VILLAGE OF WILLOWBROOK**BOARD MEETING
AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

AN ORDINANCE AMENDING TITLE 11, ENTITLED "TAXES," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO CHAPTER 10 ENTITLED "MUNICIPAL CANNABIS RETAILORS' OCCUPATION TAX"

AGENDA NO. 8.**AGENDA DATE: 8/22/2022**

STAFF REVIEW: Sean Halloran, Assistant Village Administrator. SIGNATURE: 

LEGAL REVIEW: Michael Durkin, Village Attorney SIGNATURE: 

RECOMMENDED BY: Brian Pabst, Village Administrator SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☐ N/A ☒

BACKGROUND

On December 16, 2019, the Village Board approved a 3% Municipal Cannabis Retailors' Occupation Tax for a future dispensary. As part of that ordinance, the Village Board instructed staff to file the tax with the Illinois Department of Revenue (IDOR) within 30 days of passage. As a home rule community, the Village has the ability to collect this unrestricted tax, which is expected to generate \$350,000-\$401,473 per the staff report from the December 16, 2019 Board meeting.

On January 24, 2022, the Village Board approved an ordinance granting a special use permit for an Adult-Use Cannabis dispensing organization at the Willowbrook Plaza Shopping Center. As part of staff's monthly financial analysis, the Chief Financial Officer and other members of staff connect with the business community to monitor the ongoing state of the economy. Throughout those discussions with business owners and representatives from IDOR, it became apparent the 2019 ordinance was not delivered to IDOR.

By passing the ordinance, the Village will be able to collect revenue effective January 1, 2023.

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 22-0-__

**AN ORDINANCE AMENDING TITLE 11, ENTITLED
“TAXES,” OF THE VILLAGE CODE OF ORDINANCES OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING
THERETO CHAPTER 10 ENTITLED “MUNICIPAL CANNABIS RETAILERS’
OCCUPATION TAX”**

WHEREAS, the Village of Willowbrook (the “Village”) has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

WHEREAS, this ordinance is adopted pursuant to the provisions of the Illinois Municipal Cannabis Retailers’ Occupation Tax Law, 65 ILCS 5/8-11- 23 *et seq.* (the “Act”); and

WHEREAS, this ordinance is intended to impose the tax authorized by the Act, providing for a municipal cannabis retailers’ occupation tax which will be collected by the Illinois Department of Revenue.

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

SECTION ONE. Recitals. The facts and statements contained in the preamble to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

SECTION TWO. Adoption of Tax. Title 11 entitled “Taxes” of the Village Code of Ordinances of the Village of Willowbrook, Illinois, as amended, be and is hereby further amended by adding thereto Chapter 10 entitled “Municipal Cannabis Retailers’ Occupation Tax”, which shall read as follows:

“Chapter 10. Municipal Cannabis Retailers’ Occupation Tax.

11-10-1 Tax Imposed; Rate.

(A) A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the Village of Willowbrook at the rate of 3% of the gross receipts from these sales made in the course of that business.

(B) The imposition of this tax is in accordance with the provisions of Sections 8-11-23 of the Illinois Municipal Code (65 ILCS 5/8-11-23).

11-10-2 Collection of tax by retailers.

(A) The tax imposed by this ordinance shall be remitted by such retailer to the Illinois Department of Revenue ("Department"). Any tax required to be collected pursuant to or as authorized by this Ordinance and any such tax collected by such retailer and required to be remitted to the Department shall constitute a debt owed by the retailer to the State. Retailers may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.

(B) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department. The Department shall have full power to administer and enforce the provisions of this Article."

SECTION THREE. Severability. If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this ordinance.

SECTION FOUR. Conflict. Any ordinance or a portion of any ordinance in conflict with the provisions hereof is hereby repealed solely to the extent of said conflict.

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SECTION FIVE. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the tax provided for herein shall take effect for all sales occurring on or after the first day of January 1, 2023. A certified copy of this ordinance shall be sent to the Illinois Department of Revenue within thirty (30) days of its adoption.

PASSED and APPROVED this 22nd day of August, 2022.

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

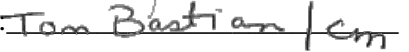
Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK
ANNEXING PROPERTY TO THE VILLAGE OF WILLOWBROOK –
APPROXIMATELY 0.96 ACRES IN SIZE, LOCATED AT 6420
THURLOW, WILLOWBROOK, ILLINOIS

AGENDA NO. 9.**AGENDA DATE: 08/22/22****STAFF REVIEW:** Michael Krol, Director of Community Development**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:****YES** ☐**NO** ☐**N/A** ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM,
OTHER HISTORY)**

In June 2022, the applicant, Apex Construction Group, Inc., submitted a petition for annexation on behalf of the property owner, Gjaneto Harusha, to annex the property at 6420 Thurlow Street to the Village of Willowbrook to connect to Village water services and build a new single-family home. The property is located south of 63rd Street, west of Madison Street, and is approximately 0.96 acres in size and currently is a vacant lot. The subject property is bordered by incorporated Willowbrook residential properties to the east, west, and south. The property just north of the subject property is unincorporated.

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

As part of the application for annexation, the applicant has submitted a plat of annexation, which has been reviewed and approved by the Village Engineer. The vacant lot will be annexed into the R-1 Zoning District and does comply with minimum lot area and minimum lot width and depth. The applicant has applied for zoning variations for the construction of a new single-family residence, which is currently under staff review and will be presented at a public hearing in the near future.

ACTION PROPOSED: Pass the ordinance annexing the property at 6420 Thurlow Street.

ORDINANCE NO. 22-0-__

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK ANNEXING PROPERTY TO THE
VILLAGE OF WILLOWBROOK – APPROXIMATELY 0.96 ACRES IN SIZE, LOCATED AT
6420 THURLOW, WILLOWBROOK, ILLINOIS**

WHEREAS, there has been filed with the Village Clerk of the Village of Willowbrook (the “Village”), DuPage County, Illinois, a Petition for Annexation (the “Petition”), under oath, attached hereto as Exhibit “A”, and made a part hereof, requesting that the property legally described on Exhibit “B”, attached hereto, and made a part hereof, be annexed to the Village; and

WHEREAS, said Petition was presented to the Village on or about June 24, 2022, pursuant to the provisions of 65 ILCS 5/7-1-8, as amended; and

WHEREAS, said Petition has been signed by all of the owners of record of the property, heretofore legally described on Exhibit “B”, and at least 51% of the electors that reside upon the premises; and

WHEREAS, such property is not within the corporate limits of any municipality, and portions thereof are contiguous to the corporate limits of the Village of Willowbrook; and

WHEREAS, the statutes of the State of Illinois provide that, upon the filing of such a Petition, the corporate authorities of the Village of Willowbrook may pass an ordinance annexing said territory to the Village, if said ordinance is passed by a majority of the corporate authorities; and

WHEREAS, all notices required by law have been given.

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

SECTION 1. That the foregoing recitals are incorporated into and made a part of this Ordinance, as though they were fully set forth in this Section 1.

SECTION 2. That the subject property, legally described on Exhibit “B”, be, and the same is hereby annexed, to the Village of Willowbrook, DuPage County, Illinois, together with all adjacent streets and highways contiguous to said property, so that the new boundaries of the territory annexed shall extend to the far side of said adjacent streets and highways not within the corporate limits of any other municipality.

SECTION 3. That the Mayor, Village Clerk, and any other necessary officers of the Village, are hereby authorized to execute the Plat of Annexation, attached hereto and made a part hereof, as Exhibit “C”.

SECTION 4. That the Village Clerk shall and is hereby authorized and directed to file, with the County Clerk of DuPage County and the Recorder of Deeds of DuPage County, certified copies of this Ordinance together with the Plat of Annexation.

SECTION 5. That the Village Clerk shall and is hereby authorized to file with the County Clerk of DuPage County, as the election authority, and the postal service branch serving the property a certified copy of this Ordinance together with the Plat of Annexation.

SECTION 6. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, are hereby repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 7. That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 22nd day of August, 2022, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

PETITION FOR ANNEXATION

THE UNDERSIGNED PETITIONER(S), having first been duly sworn, on oath, respectfully represent and petition as follows:

1. That the undersigned petitioner(s) is/are all of the owner(s) of record of the property legally described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Subject Realty").
2. That part of the Subject Realty is not within the corporate limits of any municipality and the part of the Subject Realty is contiguous to the corporate limits of the Village of Willowbrook (hereinafter referred to as the "Village").
3. That this petition is presented to the Village Clerk of the Village pursuant to the provisions of 65 ILCS 5/7-1-8, as amended.
4. That no electors reside on the Subject Realty, or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
5. That the Subject Realty shall be deemed to include all highways and streets not within the corporate limits of any other municipality and which are adjacent to or contained within the Subject Realty, which highways and streets shall, pursuant to 65 ILCS 5/7-1-1, as amended, be included within the boundaries of the property to be annexed as herein petitioned.

The Petitioner(s) hereby respectfully request(s) that:

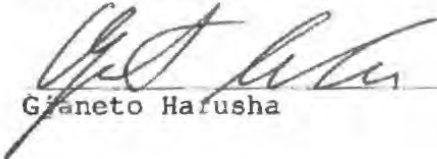
1. The Subject Realty be annexed to the Village, together with all adjacent public highway rights-of-way not within the corporate limits of any municipality, by an ordinance passed and approved by the President and the

Board of Trustees of the Village, pursuant to 65 ILCS 5/7-1-8, as amended.

2. The Village give any and all notices required by law, and take such further action as may be necessary or appropriate to effectuate the annexation of the entire Subject Realty to the Village.

Dated this 24th day of June, 2022.

PETITIONER(S) :


Gianeto Harusha

Owner

SUBSCRIBED and SWORN to before me
this 24th day of June, 2022.

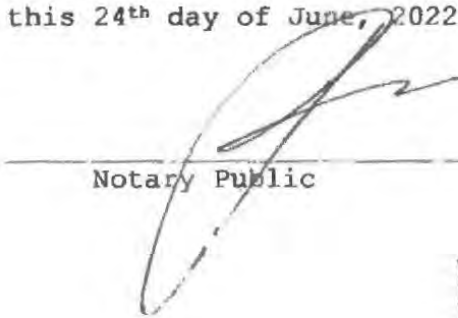

Notary Public



EXHIBIT “B”

LEGAL DESCRIPTION

LOT NINETEEN (19) IN ERION'S HIGH VIEW ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1954 AS DOCUMENT 721075, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 19, 1954 AS DOCUMENT 723525, IN DUPAGE COUNTY, ILLINOIS. COMMONLY KNOWN AS: 6420 THURLOW STREET, WILLOWBROOK, ILLINOIS

EXHIBIT "C"

PLAT OF ANNEXATION

PLAT OF ANNEXATION TO THE VILLAGE OF WILLOWBROOK

LOT 19
41,736 sq. ft.

THURLOW STREET

HEREBY ANNEXED

LEGAL DESCRIPTION
LOT 19 AND THAT PART OF THURLOW STREET LING SOUTH OF THE SOUTH LINE OF LOT 22 EXTENDED WEST IS KNOWN AND VIEW ESTABLISHED A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1994 AS DOCUMENT 721075, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 1994 AS DOCUMENT 77398, IN DUPage COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF WILL)
I, ROBERT F. SLUIS, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM EXISTING PUBLIC RECORDS AND FROM FIELD SURVEY FOR THE PURPOSE OF ANNEXING SAID PROPERTY TO THE VILLAGE OF WILLOWBROOK, ILLINOIS.
THESE PLANS HAVE BEEN PREPARED BY M. GINGERICH, GEREUX & ASSOCIATES, ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 184 005003, LICENSE EXPIRES APRIL 30, 2022, UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED BELOW. REPRODUCTION OR USE BY THIRD PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED.
GIVEN UNDER MY HAND AND SEAL THIS 28th DAY OF JUNE, A.D. 2022.
Robert F. Sluis
ROBERT F. SLUIS
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-3558
LICENSE EXPIRES NOVEMBER 30, 2022

OWNER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF)
THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND HEREON SHOWN AND HAS CAUSED THE SAME TO BE ANNEXED TO THE VILLAGE OF WILLOWBROOK AS INDICATED HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE HEREON INDICATED.
DATED THIS _____ DAY OF _____, A.D. 20____
BY _____
(OWNER)

NOTARY'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF)
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE AFORESAID INSTRUMENT BY SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED THE ABOVE STATEMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL.
THIS _____ DAY OF _____, A.D. 20____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

VILLAGE BOARD CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPage)
UNDER THE AUTHORITY PROVIDED BY 65 ILLINOIS COMPILS STATUTES ACT 5, ARTICLE 11, DIVISION 12, AND ORDINANCES ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF WILLOWBROOK, THIS ANNEXED PLAT WAS GIVEN APPROVAL BY THE VILLAGE OF WILLOWBROOK AND SHALL BE RECORDED ONLY BY THE VILLAGE CLERK OR THE VILLAGE CLERK'S DESIGNEE.
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS AT A MEETING HELD THIS _____ DAY OF _____, A.D. 20____
BY _____
VILLAGE PRESIDENT
ATTEST: _____
VILLAGE CLERK

DUPAGE COUNTY RECORDER CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPage)
THIS INSTRUMENT _____ WAS FILED FOR RECORD BY _____
THE RECORDER'S OFFICE OF DUPAGE COUNTY, AFORESAID ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____ M.
AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____
RECORDER OF DEEDS

REVISIONS

DATE	BY	DESCRIPTION
07/15/22	SP	PER VILLAGE REVIEW
08/03/22	SP	PER VILLAGE REVIEW

MGA CIVIL ENGINEERING SURVEYING
M GINGERICH GEREUX & ASSOCIATES
MGA WEST
Professional Design Firm License # 184 005003
P. 615-478-0680 www.mga28.com, F. 615-478-0685
25620 S. GOUGAR RD. | MANHATTAN, IL 60442
GIANETO HARUSHA
06-09-2022
21-045
1 of 1



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

APPLICATION FOR PLANNING REVIEW

NAME OF PROJECT: 6420 Thurlow, Willowbrook, IL

NAME OF APPLICANT(S): Apex Construction Group, Inc.

ADDRESS: 17W601 14th St.

CITY, STATE, ZIP: Oakbrook Terrace, IL 60181

TELEPHONE: 773-372-3724

FAX: (773) 481-1036

NAME OF PROPERTY OWNER(S): Gjaneto Harusha

ADDRESS: 814 Anchors Way

CITY, STATE, ZIP: Tarpon Springs, FL 34689

TELEPHONE: 773-372-3724

FAX: (773) 481-1036

APPLICATION SUBMITTED FOR: (check all that apply)

Site Plan Review

☐

Preliminary Plat of Subdivision

☐

Final Plat Subdivision

☐

Preliminary PUD

☐

Final PUD

☐

Annexation

☒

Annexation Agreement

☐

Special Use Permit

☐

Map Amendment (Rezoning)

☐

Text Amendment

☐

Variation

☒

SITE INFORMATION:

COMMON ADDRESS OR DISTANCE IN FEET & DIRECTION OF SUBJECT PROPERTY FROM CLOSEST STREET INTERSECTION:
6420 Thurlow St, Willowbrook, IL 60527, West of S Madison and 64th St., intersection.

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: 0923201023

LEGAL DESCRIPTION: **ATTACH** LEGAL DESCRIPTION TYPED ON SEPARATE 8.5 X 11" PAGE(S) AND SUBMIT A DIGITAL COPY.

AREA OF SUBJECT PROPERTY IN ACRES: 0.96 acre

CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: unincorporated

CURRENT USE OF SUBJECT PROPERTY: Vacant lot

PROPOSED ZONING CLASSIFICATION OF SUBJECT PROPERTY: R-1

PROPOSED USE OF SUBJECT PROPERTY: Single-Family Residential

PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY: New construction

ADJACENT PROPERTIES

CURRENT ZONING

LAND USE

NORTH OF SITE	R	Residential
SOUTH OF SITE	R	Residential
EAST OF SITE	R	Residential
WEST OF SITE	R	Residential

UTILITIES - PROVIDE INFORMATION ON LOCATION, SIZE AND OWNERSHIP OF UTILITIES

WATER

LOCATION: East of the property per the site SIZE: 1 and 1/2'

OWNERSHIP: Village of Willowbrook

SANITARY SEWER

LOCATION: main traverses the property, see site plan SIZE: Tbd

OWNERSHIP: Flagg Creek Water Reclamation District

STORM SEWER

LOCATION: Per the site plan SIZE: Tbd

SCHOOL DISTRICT - INDICATE WHICH SCHOOL DISTRICT SERVES THE SUBJECT REALTY

ELEMENTARY SCHOOL DISTRICT: Holmes Primary School, 5800 Holmes Ave, Clarendon Hills, IL 60514 · ~7.8 mi

JUNIOR HIGH SCHOOL DISTRICT: Hinsdale Central High School, 5500 S Grant St, Hinsdale, IL 60521 · ~7.5 mi

HIGH SCHOOL DISTRICT: Hinsdale Central High School, 5500 S Grant St, Hinsdale, IL 60521 · ~7.5 mi

FIRE DISTRICT - INDICATE WHICH FIRE DISTRICT SERVES THE SUBJECT REALTY

FIRE DISTRICT: Tri-State Fire Protection District

DISTANCE TO FIRE STATION: 419 Plainfield Rd, Darien, IL 60561 · ~9.7 mi

CONSULTANTS

NAME OF ATTORNEY OR AGENT: N/A

ADDRESS: CITY, STATE, ZIP:

E-mail: Office Phone: Cell:

NAME OF ENGINEER: M. Gingerich, Gereaux & Associates (MG2A) / Brian P. Hertz, P.E.

ADDRESS: 25620 S Gougar Rd, CITY, STATE, ZIP: Manhattan, IL 60442

E-mail: bhertz@mg2a.com Office Phone: (815)478-9680 Cell:

NAME OF ARCHITECT: William K Olson & Associates

ADDRESS: 14334 Town Center Drive, CITY, STATE, ZIP: Homer Glen, IL 60491


E-mail: wkolsonarc@aol.com Office Phone: 866-374-0724 Cell: 708-301-2503

NAME OF LANDSCAPE ARCHITECT: William K Olson & Associates

ADDRESS: 14334 Town Center Drive, CITY, STATE, ZIP: Homer Glen, IL 60491

E-mail: wkolsonarc@aol.com Office Phone: 866-374-0724 Cell: 708-301-2503

With the submittal of this application, I hereby request that the Mayor and Board of Trustees of the Village of Willowbrook grant approval of this application and/or development as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

Signature of Property Owner(s):  Date: 6/24/2022

Printed Name: Gjaneto Harusha

LEGAL DESCRIPTION

LOT NINETEEN (19) IN ERION'S HIGH VIEW ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1954 AS DOCUMENT 721075, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 19, 1954 AS DOCUMENT 723525, IN DUPAGE COUNTY, ILLINOIS. COMMONLY KNOWN AS: 6420 THURLOW STREET, WILLOWBROOK, ILLINOIS

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

PETITION FOR ANNEXATION

THE UNDERSIGNED PETITIONER(S), having first been duly sworn, on oath, respectfully represent and petition as follows:

1. That the undersigned petitioner(s) is/are all of the owner(s) of record of the property legally described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Subject Realty").
2. That part of the Subject Realty is not within the corporate limits of any municipality and the part of the Subject Realty is contiguous to the corporate limits of the Village of Willowbrook (hereinafter referred to as the "Village").
3. That this petition is presented to the Village Clerk of the Village pursuant to the provisions of 65 ILCS 5/7-1-8, as amended.
4. That no electors reside on the Subject Realty, or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
5. That the Subject Realty shall be deemed to include all highways and streets not within the corporate limits of any other municipality and which are adjacent to or contained within the Subject Realty, which highways and streets shall, pursuant to 65 ILCS 5/7-1-1, as amended, be included within the boundaries of the property to be annexed as herein petitioned.

The Petitioner(s) hereby respectfully request(s) that:

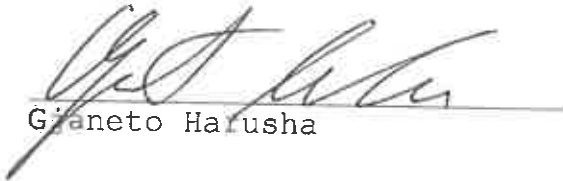
1. The Subject Realty be annexed to the Village, together with all adjacent public highway rights-of-way not within the corporate limits of any municipality, by an ordinance passed and approved by the President and the

Board of Trustees of the Village, pursuant to 65 ILCS 5/7-1-8, as amended.

2. The Village give any and all notices required by law, and take such further action as may be necessary or appropriate to effectuate the annexation of the entire Subject Realty to the Village.

Dated this 24th day of June, 2022.

PETITIONER(S):


Gianeto Harusha

Owner

SUBSCRIBED and SWORN to before me
this 24th day of June, 2022.


Notary Public

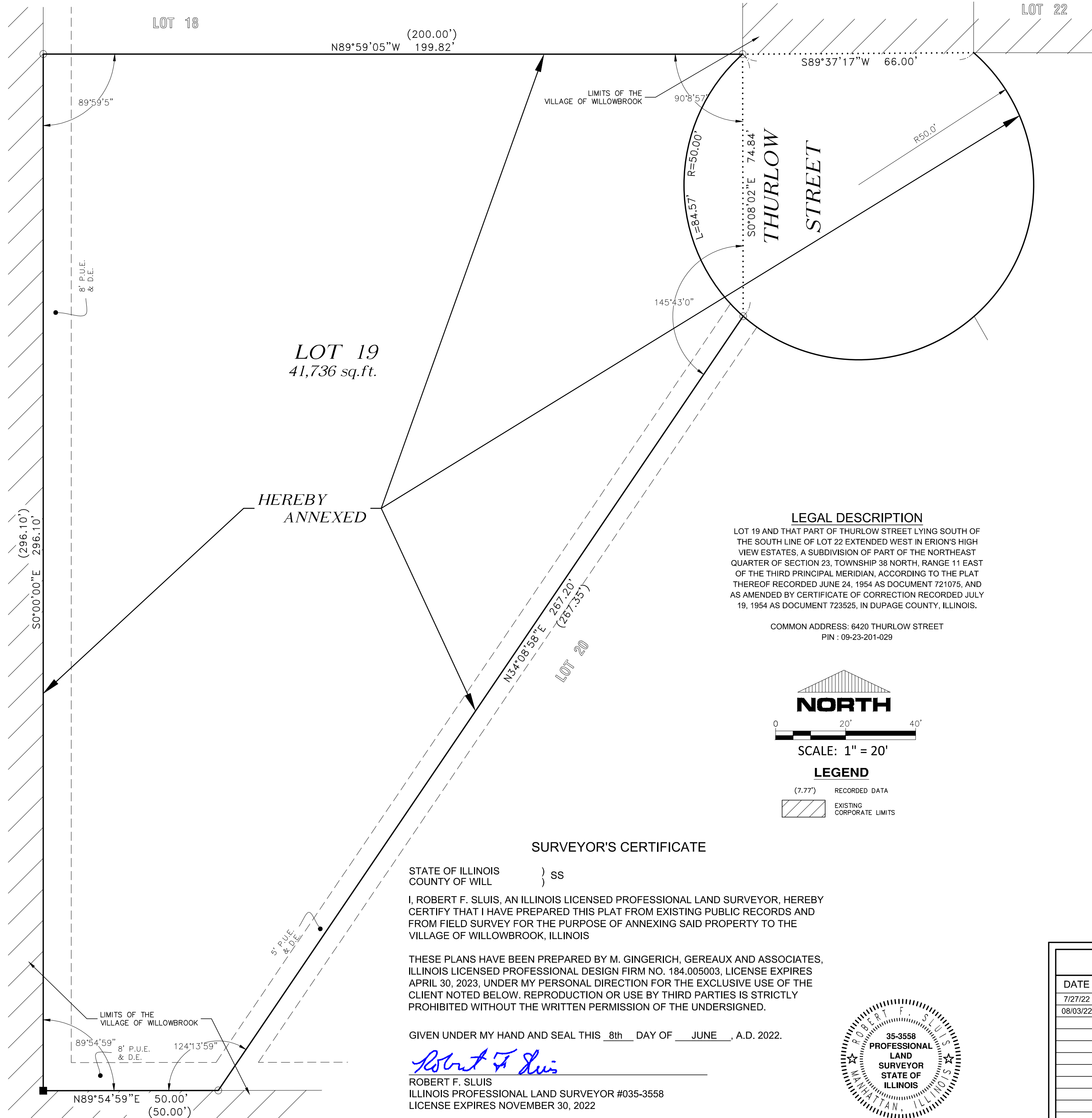


Exhibit A

Legal Description of Property

LOT NINETEEN (19) IN ERION'S HIGH VIEW ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1954, AS DOCUMENT 721075, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 19, 1954 AS DOCUMENT 723525, IN DUPAGE COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 6420 THURLOW STREET, WILLOWBROOK, ILLINOIS

PLAT OF ANNEXATION
TO
THE VILLAGE OF WILLOWBROOK



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT _____ IS THE
OWNER OF THE LAND HEREON SHOWN AND HAS CAUSED THE SAME TO BE TO BE ANNEXED
TO THE VILLAGE OF WILLOWBROOK AS INDICATED HEREON, FOR THE USES AND PURPOSES
HEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE
TITLE HEREON INDICATED.

DATED THIS _____ DAY OF _____, A.D. 20__.

BY _____
(OWNER)

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____)SS

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED THE ABOVE STATEMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL

THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS

UNDER THE AUTHORITY PROVIDED BY 65 ILLINOIS COMPILED STATUTES ACT 5, ARTICLE 11, DIVISION 12, AND ORDINANCE ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF WILLOWBROOK, THIS ANNEXED PLAN WAS GIVEN APPROVAL BY THE VILLAGE OF WILLOWBROOK AND SHALL BE RECORDED ONLY BY THE VILLAGE CLERK OR THE VILLAGE CLERK'S DESIGNEE.

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
WILLOWBROOK, ILLINOIS AT A MEETING HELD THIS _____ DAY OF _____, A.D. 20__.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

DUPAGE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS


THIS INSTRUMENT WAS FILED FOR RECORD IN

THE RECORDER'S OFFICE OF DUPAGE COUNTY, AFORESAID ON THE DAY OF

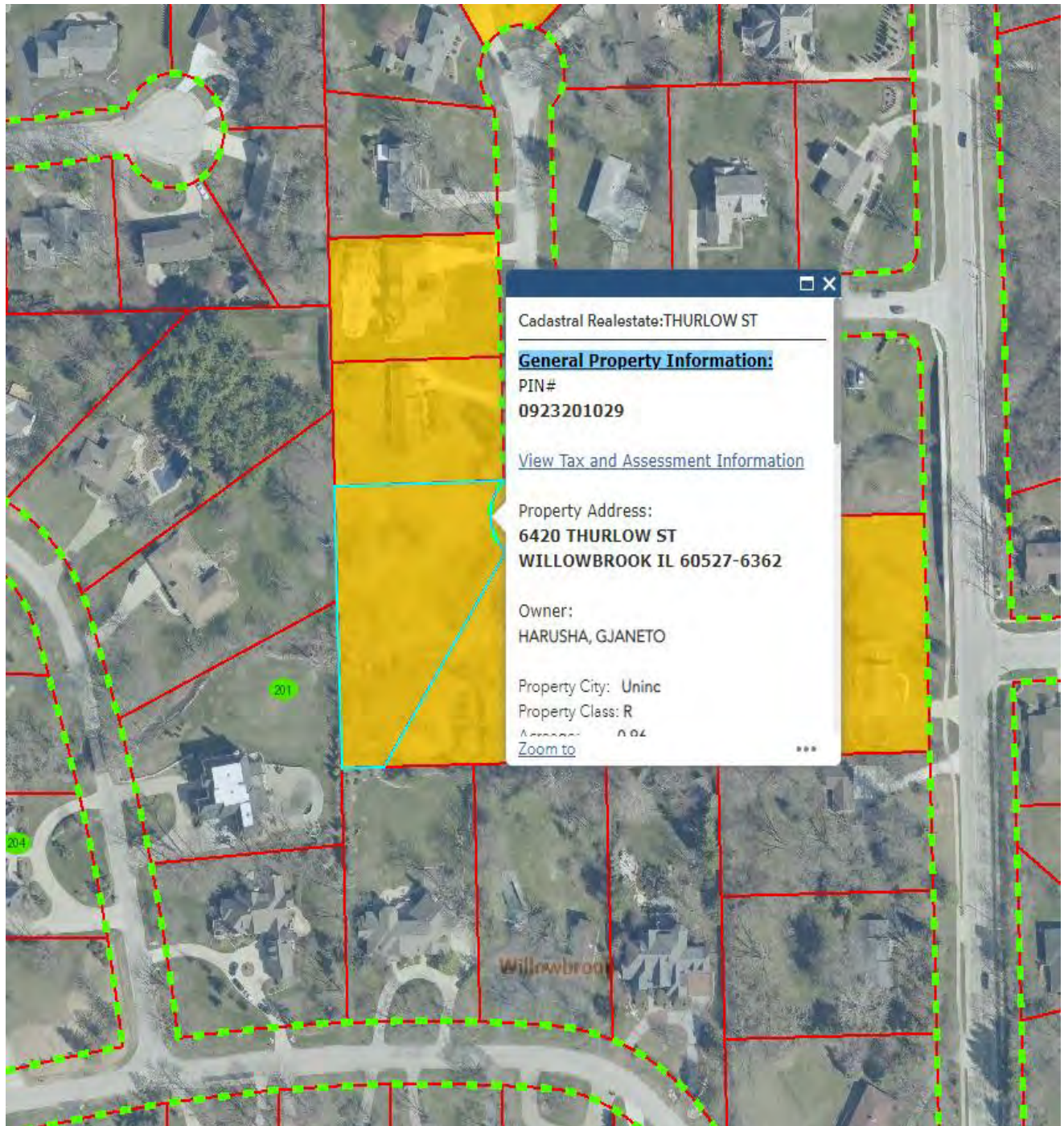
_____, 20 ____ A.D. AT _____ O'CLOCK _____ M.

AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

RECORDED OF DEEDS

REVISIONS			 CIVIL ENGINEERING SURVEYING			
DATE	BY	DESCRIPTION	M GINGERICH GEREAX & ASSOCIATES MG2A WEST			
7/27/22	BPH	PER VILLAGE REVIEW	Professional Design Firm License # 184.005003			
08/03/22	RFS	PER VILLAGE REVIEW	P. 815-478-9680 www.mg2a.com F. 815-478-9685			
			25620 S. GOUGAR RD MANHATTAN, IL. 60442			
			ORDERED BY: GJANETO HARUSHA			
			DATE ISSUED: 06-09-2022	DR. BY NIB	CK. BY RFS	FILE:
			JOB NO. 21-045	PG: 1 of 1		

\\projects\2021\21-045 - 6420 Tharlow St Willowbrook - GJaneto Haruashal\DWG\2-Annex\21-045 POA.dwg, Survey, 8/4/2022 8:43:33 AM



DuPage County GIS Map: Yellow Highlighted Area Indicates Unincorporated Properties.



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

August 11, 2022

Mr. Michael Krol
Director of Community Development
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Re: **Plat of Annexation**
6420 Thurlow Street

Dear Michael:

We are in receipt of the Plat of Annexation for the above-referenced site, prepared by M Gingerich Gereaux & Associates, dated August 3, 2022. The Plat depicts the annexation of a single residential lot and adjacent R.O.W. into the Village's corporate limits.

We have reviewed the Plat and find that it meets the applicable requirements of the Village Code. We recommend its acceptance for approval. Therefore, the "Mylar" can be prepared for execution.

If you have any questions or comments regarding this review, please feel free to contact me.

Sincerely,

NOVOTNY ENGINEERING

Michael C. Hansen

John E. Fitzgerald, P.E.

JEF/MCH/clc

cc: Lisa Shemroske - lshemroske@willowbrook.il.us
Brian Pabst - bpabst@willowbrook.il.us
Sean Halloran - shalloran@willowbrook.il.us
File No. 22356