

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, JULY 10, 2023 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

Written Public Comments Can Be Submitted By 6:15 P.M. on July 10, 2023, 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 Regular Meeting June 26, 2023 (APPROVE)
 - c. Warrants \$345,019.98

NEW BUSINESS

6. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST TO AN AGREEMENT WITH KSA LIGHTING, INC. FOR THE PURCHASE AND INSTALLATION OF SOLAR LIGHTS AT MIDWAY PARK IN THE VILLAGE OF WILLOWBROOK (ADOPT)
7. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE SUBMISSION OF AN OPEN SPACE LAND ACQUISITION AND DEVELOPMENT (OSLAD) GRANT APPLICATION FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT, 208 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS (ADOPT)

8. MIDWAY PARK IMPROVEMENT BID AWARD

a. MIDWAY PARK UTILITY IMPROVEMENTS - BID A

RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF
WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND
AWARDING A CONTRACT TO MARTAM CONSTRUCTION, INC. FOR MIDWAY PARK
UTILITY IMPROVEMENTS PROJECT (ADOPT)

b. MIDWAY PARK GRADING IMPROVEMENTS - BID B

RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF
WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND
AWARDING A CONTRACT TO MARTAM CONSTRUCTION, INC. FOR MIDWAY PARK
GRADING IMPROVEMENTS PROJECT (ADOPT)

PRIOR BUSINESS

9. TRUSTEE REPORTS

10. ATTORNEY'S REPORT

11. CLERK'S REPORT

12. ADMINISTRATOR'S REPORT

13. MAYOR'S REPORT

14. EXECUTIVE SESSION

15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 26, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

Due to the expiration of the Governor's Disaster Declaration, public participation/comment is permitted solely by attending the meeting at 825 Midway Drive.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Village Clerk Deborah Hahn, Trustee Michael Mistele and Chief Lauren Kaspar.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Chief Kadolph to lead everyone in saying the Pledge of Allegiance.

4. MAYORS ANNOUNCEMENT

I would like to address tragic event of Saturday, June 17th, when Reginald Meadows died on Fathers' Day, as a 31-year-old father of two children, and twenty others were shot in unincorporated DuPage County. The effects of this tragic event will live on with his family forever. There were also twenty other victims of this shooting, my thoughts and prayers go out for all of their recoveries.

While this event happened two miles from our southernmost border, it was misreported worldwide as [occurring in] "Willowbrook" or in unincorporated Willowbrook, a non-existent entity.

Administrator Halloran, Chief Kaspar and I received multiple calls from the media, including television, radio, and print sources. We all

corrected every inquiry as "unincorporated DuPage County" in an attempt to correct the record to no avail.

Although this incident was not in our jurisdiction, we [the Village] will on occasion assist on calls to help the [DuPage County] sheriff. While this violence can happen anywhere, I want the residents of Willowbrook to know we are vigilant about your safety, investing in training, adding officers, and embracing new technology.

I'll end by saying, it is frustrating to have friends and family call on you to check on our wellbeing, but the reality is none of our residents were shot or killed. Our police were safe. I pray for those who were injured and killed.

5. VISITORS' BUSINESS

Mr. Arteaga received two emails with residents' comments. The first email was from Eric and Cathy Johnson, received at 3:07 p.m. today [June 26, 2023]. The text of the message [sic] read by Mr. Arteaga follows:

"Mr. Arteaga,

Left message regarding fact we never received answers to questions submitted and read (thank you very much) at Village of Willowbrook Board meeting two weeks ago (6/12/23).

Made couple of attempts to get any type of comment...any response. Nothing.

So... we will be in attendance tonight as well...here are a few more questions...please read aloud...and answers truly are needed.

Questions

- as long-term residents sharing an EASTERN and SOUTHERN property line border with Borse Park...we would like to communicate with the Village about the type of fencing that will be provided to prevent trespass from Nature Trail, pavilion and baseball attendees...do other parks in Village have the type of fencing considered? This, in addition, to soundproofing around pickleball courts on our south property line...

- we mentioned to both the Park Improvement Architect (he put sticky note on Plan at Open House #2) and Mr. Halloran [Village Administrator] ... in person ... that we notice that PERMITS are required to use Village parks/pavilions for large groups... residents still would like to use the park too ... CAN VILLAGE POST PERMITS for EVENT taking place that day...? Right now...once and awhile...you see a banner...but there is a broken paned announcement board on South perimeter of bathrooms in Borse not used or updated...please post PERMITS...date...group contacts

- USA FLAG in Borse Park is not lit up after dark...we have called when FLAG is dirty, tattered...certainly it is lowered and raised...why is FLAG still up after dark...there are lights at base..are bulbs burnt out?

- are you aware that there are numerous publications/articles that cite that even permeable pavers as going into parking lots at Borse and Midway Parks...leach antifreeze, motor oil and gasoline residue as well as many other toxins into water table...water flowing south into residential sewers and pond at Borse that has wildlife...? We can provide articles in question...

And, of course, maintenance costs for all the improvements...dirt, weed overgrowth, sediments clogging permeable paver lots...

As always, we are not adversaries to the Village Board...we look forward to true improvement to both Midway and Borse Parks. There should be updated amenities for children and sports. There should also be a balance not to pave over every bit of greenspace."

Mr. Arteaga noted that responses to the Johnsons' questions from the June 12th meeting were provided by Administrator Halloran today at 3:11 p.m.

The second public comment read by Mr. Arteaga was received on 6/26 at 6:10 p.m. from Donalynne Nipperus. The content of the message [sic] follows:

"Hello and good evening,

I apologize for the late email as I had planned to be at tonight's board meeting in person. Unfortunately, I have another commitment.

This email is partial in response to the Village Administrators response to my email dated 6/8/23.

In my email I had requested if a soil test was ever done with respect to the ETO [sic EtO Ethylene Oxide] contamination from Sterigenics. Many that live in close proximity to the redevelopment of both Midway Park and Borse Park share in this concern as the soil will be disturbed and residence in close proximity will once again be left with wondering and worrying about what will be distributed in the air once again.

The Village Response was that they were waiting to hear from the environmental engineers that worked on Sterigenics.

I also had some concerns over the placement of the new amenities that were approved, although there are currently, as Mr. Kleefisch [Director of Parks & Recreation] had said to me that there are no shovels in the ground. As no one is asking to remove any of the approved amenities I think placement between the exercise court

and hockey/ice rink should be reviewed. The location of the hockey/ice rink is in proximity of a fenced in portion of my patio where I let my dogs to be outside. The placement of this rink will bring an additional noise nuisance.

I was also told that there would not be lights at this park only to find out that there is a plan for 5 solar light posts 16 feet high. If this was in the original rendering, I must have missed it.

We are under the impression from Village Response that the immediately residential neighbors will be receiving fencing both at Borse and Midway. Can you be more specific as to what type of fencing you are proposing. This is something that we would like to be involved in since this effects the adjacent neighbors the most.

As we all know that change can sometimes be good, it is also can come to a cost to some. We have lived next to Midway Park for close to 25 years and have been good neighbors. Those that are excited about the new development will not be impacted or inconvenienced in any way. Our immediate neighbors and ourselves will have to deal with months of construction, dirt, noise and extra traffic. I personally work from home and within direct ear shot of whatever transpires at the park.

I still have some other questions and concerns that I will address at another time.

Thank you all,
Donalynne Nipperus"

For the record, comments were provided from Administrator Halloran to Ms. Nipperus at 6:05 p.m. today.

Mayor Trilla addressed the Johnsons' comments stating there was no delay except for the fact that we were waiting for the expert at Sterigenics who was out of the county. Once he returned, we received the response today. Ms. Johnson asked if they could have been contacted sooner as a courtesy. Mayor Trilla agreed with Ms. Johnson.

6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Committee of the Whole Meeting June 12, 2023 (APPROVE)
- c. Minutes - Board of Trustees Regular Meeting June 12, 2023

(APPROVE)

- d. Warrants \$378,016.17
- e. RESOLUTION NO. 23-R-28- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING TWO (2) PROPOSALS AND APPROVING THE PURCHASE OF EIGHT (8) PRIMARY PRO SENTRY MOBILE SURVEILLANCE CAMERAS AND SIX (6) SECONDARY PRO SENTRY MOBILE SURVEILLANCE CAMERAS WITH APPLICABLE LICENSING SOFTWARE FROM MOBILE SYSTEMS AT A COST NOT TO EXCEED \$150,00.00 (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 7. RESOLUTION NO. 23-R-29 - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST TO AN AGREEMENT WITH FALCOS LANDSCAPING, INC. TO PERFORM CONCRETE FLATWORK FOR THE VILLAGE OF WILLOWBROOK (ADOPT)

Mr. Arteaga reported that this agenda item is pertaining to a contract with Falco's Landscaping to provide concrete flat work services. We released an RFP [Request for Proposal] on May 12, with bids due on June 7. The concrete flatwork RFP was directly provided to 15 vendors in total, along with being posted to the Village website and an industry specific network. This is the first time in Village history that concrete flatwork services were sought while utilizing the Village of Willowbrook's Purchasing Policy.

The scope of work for this contract includes various concrete services provided to the Village. Falco's Landscaping is the current contractor used by the Village for concrete flatwork services. When the RFP bid was returned, staff noted that, in several categories, the prices quoted were lower than currently being charged by Falco's. The new contract will yield cost savings in concrete flatwork services.

As current contractor, staff remains confident that Falco's will continue to provide quality services. Since Falco's Landscaping was the lone bidder, staff recommends adopting the resolution to approve the execution of a contract with Falco's Landscaping for concrete flatwork services to be provided to the Village.

Administrator Halloran noted that even though the contractor remains the same, there will be an 11 percent savings for the services provided.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adopt Resolution No. 23-R-29 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 23-R-30- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF A CERTAIN PREFABRICATED PARK PAVILION/RESTROOM STRUCTURE FROM NUTOYS LEISURE PRODUCTS, INC. AT A COST NOT TO EXCEED \$101,758.00 (ADOPT)

Director Kleefisch thanked the Mayor and stated in preparation for the Midway Park Project renovation and development, staff looked for structures that serve as both a public restroom and as a pavilion. This was one of the number one concerns noted in the Open House and the Community Survey.

There are only five or six companies that create prefabricated concrete structures. Many of the structures are only restroom facilities, similar to those at Willow Pond. This resolution, if adopted, would approve the purchase of the park pavilion/restroom prefabricated structure from NuToys Leisure Products for an amount not to exceed \$101,758.00. Once approved the purchase order can be placed so the manufacturing process can begin. The lead time for manufacturing is only 12-16 weeks, considerably shorter than other manufacturers.

Staff will coordinate with contractors once the project construction begins, which will likely occur in the summer of 2023. Staff anticipates final bids for the remainder of the project to be presented to the Board by July 2023.

MOTION: Made by Trustee Neal and seconded by Trustee Astrella to adopt Resolution No. 23-R-30 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 23-R-31- AN RESOLUTION WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) NEW 2023 DODGE DURANGO MOTOR VEHICLES PLUS STRIPING, UPFITTING AND EXTENDED WARRANTIES AT A TOTAL COST NOT TO EXCEED \$123,820.20 (ADOPT)

Deputy Chief Kadolph described the issues behind shortages in motor vehicle production which has resulted in police vehicle production being limited or completely idled. To circumvent these issues, police departments have been purchasing vehicles directly from dealer lots and/or ordering them directly from dealerships who offer police package pricing.

Currently, two of the department's patrol vehicles are over 6 years old, with over 80,000 miles, have major mechanical issues, and are out of warranty. To limit maintenance costs, staff is requesting the purchase and upfit of two Dodge Durango SUVs to be used as patrol vehicles. Typically, Village staff identifies with the DMMC (DuPage Mayors & Managers Conference) or the state purchasing bid, but both entities have informed staff that the manufacturing of goods has been affected by supply chain and employee shortages.

Staff recommends the use of ARPA [American Rescue Plan Act] funds for the purchase of these two vehicles. These vehicles will be purchased through Thomas Dodge Chrysler Jeep of Highland, Inc. with a total cost for both vehicles not to exceed \$123,820.20.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Astrella to adopt Resolution No. 23-R-31 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele was not present.

Trustee Berglund had no report.

Trustee Davi had no report but thanked the mayor for his words at the beginning of the meeting.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Hahn was not present.

13. ADMINISTRATOR'S REPORT

Administrator Halloran wanted to reinforce the fact that the cost of the two police vehicles in Deputy Chief Kadolph's presentation would be drawn from ARPA funds, coming in under budget, and would not impact the Village's General Fund.

14. MAYOR'S REPORT

I appreciate the effort to stay local with Village purchases, and to try to go to Willowbrook Ford. It is important to generate business locally when possible.

Thanks to Director Kleefisch and Trustee Neal for attending the Farmingdale Park Neighborhood Night. Over 40 people showed up at a park that typically has no one in it. We got phenomenal feedback. The residents love it - Hat's off to Director Kleefisch!

15. EXECUTIVE SESSION

There is no need for an executive session this evening.

16. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Neal to adjourn the Regular Meeting at the hour of 6:53 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2023.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

July 10, 2023

GENERAL CORPORATE FUND	-----	\$	161,732.60
WATER FUND	-----	\$	70,030.74
CAPITAL PROJECT FUND	-----	\$	112,888.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	368.64
 TOTAL WARRANTS	-----	\$	 345,019.98

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
07/10/2023		APCH	100466	AMERICAN LEGAL PUBLISHING	FEES/DUES/SUBSCRIPTIONS	455-307	10	442.42
07/10/2023		APCH	100467	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
					RED LIGHT - MISC FEE	630-249	30	1,765.20
					CHECK APCHK 100467 TOTAL FOR FUND 01:			24,240.20
07/10/2023		APCH	100468	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	46.97
07/10/2023		APCH	100469#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	267.89
					PHONE - TELEPHONES	630-201	30	1,613.75
					TELEPHONES	710-201	35	295.63
					CHECK APCHK 100469 TOTAL FOR FUND 01:			2,177.27
07/10/2023		APCH	100470	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	33.00
					MAINTENANCE - BUILDING	630-228	30	33.00
					MAINTENANCE - BUILDING	630-228	30	309.00
					MAINTENANCE - BUILDING	630-228	30	124.40
					CHECK APCHK 100470 TOTAL FOR FUND 01:			499.40
07/10/2023		APCH	100471	BARNWOOD SPORTS DESIGN	EMPLOYEE RECOGNITION	630-309	30	350.00
07/10/2023		APCH	100473	BEST OFFICIALS	COMMUNITY EVENTS	585-522	20	642.00
07/10/2023		APCH	100475	CHOICE SCREENING	PERSONNEL RECRUITMENT	455-131	10	42.00
07/10/2023		APCH	100476	CHRIST OASIS MINISTRIES	PARK PERMIT FEES	310-814	00	400.00
07/10/2023		APCH	100477	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	6,612.50
07/10/2023		APCH	100478#	COMED	RED LIGHT - COM ED	630-248	30	42.13
					ENERGY - STREET LIGHTS	745-207	35	1,537.86
					CHECK APCHK 100478 TOTAL FOR FUND 01:			1,579.99
07/10/2023		APCH	100479	DUPAGE COUNTY TREASURER	EDP LICENSES	640-263	30	750.00
07/10/2023		APCH	100480	DUPAGE MAYORS AND MGRS. CONF.	COMMISSARY PROVISION	455-355	10	510.00
07/10/2023		APCH	100481*#	FALCO'S LANDSCAPING INC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,800.00
07/10/2023		APCH	100483#	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	466-228	10	198.00
					MAINTENANCE - EQUIPMENT	570-411	20	297.00
					MAINTENANCE - BUILDING	630-228	30	396.00
					MAINTENANCE	725-410	35	396.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					CHECK APCHK 100483 TOTAL FOR FUND 01:			1,287.00
07/10/2023	APCH	100484*#	GOVERNMENT INSURANCE NETWORK		EMP DED PAY- INSURANCE	210-204	00	14,575.39
					LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	76.30
					LIFE INSURANCE - COMMISSIONERS	435-148	07	28.00
					HEALTH/DENTAL/LIFE INSURANCE	455-141	10	5,898.25
					LIFE INSURANCE - PLAN COMMISSION	510-340	15	93.10
					HEALTH/DENTAL/LIFE INSURANCE	550-141	20	21.00
					HEALTH/DENTAL/LIFE INSURANCE	630-141	30	40,181.61
					HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,841.87
					HEALTH/DENTAL/LIFE INSURANCE	810-141	40	5,876.09
					CHECK APCHK 100484 TOTAL FOR FUND 01:			70,591.61
07/10/2023	APCH	100485	GREAT LAKES CONCRETE, LLC		STREET IMPROVEMENTS	765-685	35	350.00
07/10/2023	APCH	100486*#	HOME DEPOT CREDIT SERVICES		FIRING RANGE	630-245	30	479.84
					OPERATING SUPPLIES & EQUIPMENT	710-401	35	87.14
					MAINTENANCE	725-410	35	106.90
					MAINTENANCE	725-410	35	350.86
					MAINTENANCE	725-410	35	376.52
					CHECK APCHK 100486 TOTAL FOR FUND 01:			1,401.26
07/10/2023	APCH	100487	HUNTER ASPHALT PAVING INC		MAINTENANCE	725-410	35	4,132.80
07/10/2023	APCH	100488	IRMA		SELF INSURANCE - DEDUCTIBLE	480-273	10	2,741.00
07/10/2023	APCH	100489*#	KLOEPFER CONSTRUCTION, INC.		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,092.50
07/10/2023	APCH	100490#	KONICA MINOLTA BUSINESS SOLUTION		COPY SERVICE	455-315	10	150.00
					COPY SERVICE	630-315	30	150.00
					COPY SERVICE	630-315	30	150.00
					COPY SERVICE	810-315	40	150.00
					CHECK APCHK 100490 TOTAL FOR FUND 01:			600.00
07/10/2023	APCH	100491	KRISTIN WESTERVELT		PARK PERMIT FEES	310-814	00	100.00
07/10/2023	APCH	100492*#	LAUTERBACH & AMEN LLP		FINANCIAL SERVICES	620-252	25	12,550.00
07/10/2023	APCH	100494	MORA BUILDERS		COMM. DEV. BOND & DEPOSITS PAYABLE	210-109	00	2,000.00
07/10/2023	APCH	100495#	MULTISYSTEM MANAGEMENT COMPANY		MAINTENANCE - BUILDING	466-228	10	1,222.50

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					MAINTENANCE - EQUIPMENT	570-411	20	640.00
					MAINTENANCE - BUILDING	630-228	30	1,222.50
					CHECK APCHK 100495 TOTAL FOR FUND 01:			3,085.00
07/10/2023	APCH	100496	MUNICIPAL CLERKS OF DUPAGE CNTY		FEES/DUES/SUBSCRIPTIONS	455-307	10	40.00
07/10/2023	APCH	100498	NCPERS GROUP LIFE INSURANCE		EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	32.00
07/10/2023	APCH	100499	NORTH EAST MULTI REGIONAL TRNG.		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	510.00
					SCHOOLS/CONFERENCES/TRAVEL	630-304	30	175.00
					CHECK APCHK 100499 TOTAL FOR FUND 01:			685.00
07/10/2023	APCH	100500#	OCCUPATIONAL HEALTH CENTERS		PERSONNEL RECRUITMENT	455-131	10	160.00
					PERSONNEL RECRUITMENT	630-131	30	368.00
					CHECK APCHK 100500 TOTAL FOR FUND 01:			528.00
07/10/2023	APCH	100501	ORBIS SOLUTIONS		CONSULTING SERVICES - IT	460-306	10	1,700.00
07/10/2023	APCH	100502	ORKIN EXTERMINATING		MAINTENANCE - BUILDING	630-228	30	110.99
07/10/2023	APCH	100503	P.F. PETTIBONE & CO.		PRINTING & PUBLISHING	630-302	30	34.00
07/10/2023	APCH	100504	PARVIN-CLAUSS SIGN CO		CONTINGENCIES	490-799	10	3,490.50
07/10/2023	APCH	100505	QUALIFICATION TARGETS INC.		FIRING RANGE	630-245	30	252.29
07/10/2023	APCH	100506	RAY O'HERRON CO., INC.		UNIFORMS	630-345	30	746.23
07/10/2023	APCH	100507	READY REFRESH		WELLNESS	480-276	10	59.97
07/10/2023	APCH	100508	RUTLEDGE PRINTING CO.		PRINTING & PUBLISHING	630-302	30	388.15
07/10/2023	APCH	100509	SAFE BUILT, LLC		BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,613.30
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,989.00
					CHECK APCHK 100509 TOTAL FOR FUND 01:			3,602.30
07/10/2023	APCH	100510	STONE WHEEL, INC.		MAINTENANCE - BUILDING	630-228	30	16.20
					MAINTENANCE - BUILDING	630-228	30	334.77
					CHECK APCHK 100510 TOTAL FOR FUND 01:			350.97
07/10/2023	APCH	100511*#	TAMELING GRADING		MAINTENANCE	725-410	35	2,975.00
07/10/2023	APCH	100513	THOMPSON ELEV. INSPECT. SERVICE		ENGINEERING SERVICES	820-262	40	100.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					ENGINEERING SERVICES	820-262	40	100.00
					ELEVATOR INSPECTION	830-117	40	473.00
					ELEVATOR INSPECTION	830-117	40	100.00
					CHECK APCHK 100513 TOTAL FOR FUND 01:			773.00
07/10/2023	APCH	100514	THOMSON REUTERS - WEST		FEES/DUES/SUBSCRIPTIONS	630-307	30	209.91
07/10/2023	APCH	100516	VESCO OIL CORPORATION		MAINTENANCE - BUILDING	630-228	30	1,087.35
07/10/2023	APCH	100517	WAREHOUSE DIRECT		OFFICE SUPPLIES	455-301	10	374.94
					CONTINGENCIES	490-799	10	462.28
					CHECK APCHK 100517 TOTAL FOR FUND 01:			837.22
07/10/2023	APCH	100518	WELD-ALL, INC.		CONTINGENCIES	490-799	10	1,680.00
07/10/2023	APCH	322 (E) #	AMAZON CAPITAL SERVICES		OFFICE SUPPLIES	455-301	10	126.19
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	486.28
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	59.95
					OFFICE SUPPLIES	630-301	30	216.72
					OPERATING EQUIPMENT	630-401	30	155.36
					OFFICE SUPPLIES	810-301	40	81.30
					CHECK APCHK 322(E) TOTAL FOR FUND 01:			1,125.80
					Total for fund 01 GENERAL FUND			161,732.60

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
07/10/2023		APCH	100474	CALLAHAN PLUMBING & IRRIGATION	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	750.00
07/10/2023		APCH	100481*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,950.00
					SPOILS HAULING SERVICES	430-280	50	3,000.00
					SPOILS HAULING SERVICES	430-280	50	3,000.00
					SPOILS HAULING SERVICES	430-280	50	2,500.00
					SPOILS HAULING SERVICES	430-280	50	4,000.00
					SPOILS HAULING SERVICES	430-280	50	4,500.00
					SPOILS HAULING SERVICES	430-280	50	3,500.00
					CHECK APCHK 100481 TOTAL FOR FUND 02:			25,450.00
07/10/2023		APCH	100482	FLEETPRIDE TRUCK & TRAILER PARTS	VEHICLE MAINTENANCE	401-350	50	131.33
07/10/2023		APCH	100484*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,105.92
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	4,695.62
					CHECK APCHK 100484 TOTAL FOR FUND 02:			5,801.54
07/10/2023		APCH	100486*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	78.62
					VEHICLE MAINTENANCE	401-350	50	502.86
					OPERATING EQUIPMENT	430-401	50	269.01
					OPERATING EQUIPMENT	430-401	50	61.53
					CHECK APCHK 100486 TOTAL FOR FUND 02:			912.02
07/10/2023		APCH	100489*#	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,500.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,200.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,460.00
					CHECK APCHK 100489 TOTAL FOR FUND 02:			16,160.00
07/10/2023		APCH	100492*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,350.00
07/10/2023		APCH	100493	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
07/10/2023		APCH	100511*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,366.90
07/10/2023		APCH	100512	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,210.38
07/10/2023		APCH	100515	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	583.42
					POSTAGE & METER RENT	401-311	50	818.50
					CHECK APCHK 100515 TOTAL FOR FUND 02:			1,401.92

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User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 07/10/2023 - 07/11/2023

Page 6/8

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
07/10/2023		APCH	100519	WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	401-350	50	209.83
					VEHICLE MAINTENANCE	401-350	50	148.82
					CHECK APCHK 100519 TOTAL FOR FUND 02:			358.65
					Total for fund 02 WATER FUND			70,030.74

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 07/10/2023 - 07/11/2023

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
07/10/2023		APCH	100472	BELSON OUTDOORS LLC	67TH STREET TRAFFIC SIGNAL	600-315	55	7,888.00
07/10/2023		APCH	100497	NATIONAL FITNESS CAMPAIGN	COMMUNITY CENTER CONSTRUCTION	600-326	55	105,000.00
					Total for fund 10 CAPITAL PROJECT FUND			112,888.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 07/10/2023 - 07/11/2023

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
07/10/2023		APCH	100484*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	368.64
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			368.64
				TOTAL - ALL FUNDS				345,019.98

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

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

VILLAGE OF WILLOWBROOK

BOARD MEETING

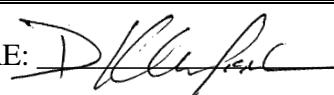
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

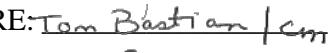
A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST TO AN AGREEMENT WITH KSA LIGHTING, INC. FOR THE PURCHASE AND INSTALLATION OF SOLAR LIGHTS AT MIDWAY PARK IN THE VILLAGE OF WILLOWBROOK

AGENDA NO. 6.

AGENDA DATE: 7-10-2023

STAFF REVIEW: Dustin Kleefisch, Director of Parks & Recreation SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Sean Halloran, Village Administrator

SIGNATURE: 

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

PREVIOUS DISCUSSION: One of the objectives and initiatives for the Midway Park and Borse Memorial Community Park projects was to introduce more sustainable and environmentally friendly components and elements to the parks. Solar park path lights provide an environmentally friendly alternative to conventional hard-wired lights. Each fixture includes a solar panel and battery pack that makes each an independent unit. They can be placed anywhere without the worry of boring or trenching for power lines; all they require is a concrete base. In addition, these lights have photometric calibrations that can be chosen and changed depending on the area and space that light is needed. With this type of control, light exposure to nearby homes can be limited by time and intensity. The lights are LED for greater dependability and longer lifespan.

DISCUSSION UPDATE: This resolution if adopted would approve the purchase of five SCL2 units, with a cost of \$2,995.00 per unit. For Midway Park, five units plus aluminum poles and freight will be \$22,264.00.

RECOMMENDATIONS: Staff recommends approval of the quote and purchase of the First Light Technologies SCL2 Solar Park path lights from KSA Lighting, Inc. for the Midway Park project.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 23-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE
AND THE VILLAGE CLERK TO ATTEST TO AN AGREEMENT WITH KSA
LIGHTING, INC. FOR THE PURCHASE AND INSTALLATION OF SOLAR LIGHTS
AT MIDWAY PARK IN THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook (the “Village”) sought proposals for the purchase and installation of solar lighting at Midway Park (the “Project”) in the Village; and

WHEREAS, of the proposals received for the purchase and installation of the solar lighting, the lowest responsible proposal for the Project is KSA Lighting, Inc., at a total cost not to exceed Twenty Two Thousand Two Hundred Sixty-Four and 00/100ths Dollars (\$22,264.00); and

WHEREAS, upon review of the KSA Lighting, Inc.’s proposal, the Village has determined that it is in the best interest of the Village to enter into an agreement with KSA Lighting, Inc. for the Project, all as set forth in KSA Lighting, Inc.’s proposal dated June 9, 2023, attached to the proposed Agreement as Exhibit “A” and expressly made a part of this Resolution and Agreement, as if each term of said proposal was repeated verbatim.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, to an Agreement with KSA Lighting, Inc. for the purchase and installation of solar lighting at Midway Park in the Village at a cost for materials and labor not to exceed Twenty Two Thousand Two Hundred Sixty-Four and 00/100ths Dollars (\$22,264.00), which Agreement is attached hereto as Exhibit "A" and made a part hereof, which is hereby approved.

PASSED and APPROVED this 10th day of July, 2023, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

Agreement with KSA Lighting, Inc.

CONTRACT

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

1. The Village of Willowbrook has found it to be in the best interest of the Village to engage Contractor to supply and install solar lighting in the Village of Willowbrook (the “Project”).
2. Contractor has submitted a Proposal to the Village for the materials and labor. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this Agreement shall control.
3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner, unit price amounts not to exceed Twenty Two Thousand Two Hundred Sixty-Four and 00/100ths Dollars (\$22,264.00) for materials and labor set forth in Contractor's Response to Request for Proposals dated June 9, 2023. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

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

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

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

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

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

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

A. Publishing a statement:

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

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

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor’s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance program;

and

(4) The penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

11. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

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

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

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

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

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

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

or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

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

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

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

or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

15. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

16. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order

13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

17. Insurance requirements shall be as follows:

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

B. Contractor shall maintain limits no less than:

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

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

(1) Commercial General Liability and Automobile Liability Coverages:

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

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

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

(3) All Coverages:

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

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

19. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

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

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the

government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

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

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

22. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to KSA Lighting, Inc., 150 E. Pierce Road, Suite 650, Itasca, Illinois 60143, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received two days after such meeting.

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

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

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24. Time is of the essence of this Contract.

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

Contractor:

KSA LIGHTING, INC.

By: _____
Its duly authorized agent

ATTEST:

Title:

Village of Willowbrook

By: _____
Frank A. Trilla, Mayor

ATTEST:

Village Clerk

EXHIBIT A

KSA LIGHTING, INC.
RESPONSE TO REQUEST FOR PROPOSALS



Quote

Job Name: Village of Willowbrook Midway Park
Quote #: 23-25375-1
Quote Label: Updated BOM - 6/9/23
Job Location:
Issue Date: **6/9/2023**
Good Through: **2/14/2023**
Quoted By: Smith, Scott

KSA LIGHTING INC
150 E PIERCE RD
SUITE 650
ITASCA, IL 60143-1222
(Phn) 630-307-6955 EXT:
(Fax) 630-307-6965

Quoted To: Village of Willowbrook
Willowbrook, IL

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit \$	Ext \$
5	First Light Technologies Ltd.	SCL2-SPMU-BK-T4F-WW-09		SCL2 Side Mount Univ Black Type 4F 3000K Dark + 3/30%/-1hr	\$2,995.00	\$14,975.00
5	First Light Technologies Ltd.	QS4ALAB		Round Aluminum Light Pole, 16 Foot, 4 Inch Diameter, Anchor Base, Quick Ship	\$1,190.00	\$5,950.00
1	First Light Technologies Ltd.	Freight			\$1,339.00	\$1,339.00

** LEAD TIME: 4-6 WEEKS

Grand Total: \$22,264.00

Manufacturer Totals

Manufacturer	Total
First Light Technologies Ltd.	\$22,264.00

Notes

- * Manufacturer's Standard Freight Terms and Conditions for Sale Apply - Subject to change without notice.
- * Any deviation voids this quote.
- * Alternate Fixtures are not included in the total.
- * Final confirmation of quantities and design intent is the responsibility of the contractor.
- * Subject to approval; No plans or specs were provided at bid time.
- * Certain assumptions have been made to assemble a functional system from the supplied documents. Final verification that all necessary equipment has been specified and ordered is the responsibility of the specifier/contractor. Please read the accompanying Bill of Materials carefully to verify that all items are correct.
- * Please reference KSA quote number on purchase order.
- * A set of submittals marked "Approved as Noted", or KSA Release Waiver Form, will be required for all project orders.
- * Partial releases are subject to additional freight charges.
- * Linear product over eight foot runs will require Factory Drawings approved. Distributor Hold For Release po is required to get factory drawings - which can take 1-2 weeks. Order will not be released to production until factory drawings are approved. Standard catalog cuts/specs will NOT be accepted.
- * KSA does not take responsibility for accuracy of submittals unless they are done by KSA or reviewed by KSA prior to submitting.



Quote

Job Name: Village of Willowbrook Midway Park
Quote #: 23-25375-1
Quote Label: Updated BOM - 6/9/23
Job Location:
Issue Date: **6/9/2023**
Good Through: **2/14/2023**
Quoted By: Smith, Scott

Notes

- * All control products will require submittal sets generated by KSA. Full Submittal sets are available upon receipt of HFR Purchase orders and require approximately 2 weeks to produce. Device color, voltage and counts must be verified prior to project release.
- * nLight devices require CAT 5 cable connections between devices. 1500 ft max cable length per zone. The preferred CAT 5 cable pin out for the nLight network is T568B.
- * Onsite Startup or fixture addressing for any Lighting or Controls material is NOT included unless specifically called out for on this quote.

Freight/Order Terms

First Light Technologies Ltd.:

Freight Minimum:

Always Charge

Qualifies: No

Order Minimum:

Qualifies: Yes

SOLAR LED INTEGRATED COMMERCIAL AREA LIGHT

Project: _____

Type: _____

Quantity: _____



The SCL2 Series solar LED luminaire is a great fit for commercial, parking lot, recreational bikeway/pathway and public space lighting applications. The self-contained, unobtrusive design integrates its solar power, adaptive control and LED technologies into a compact and efficient form. With robust construction and unequalled performance, the SCL2 series is an excellent fit wherever cost effective, full cutoff lighting is required.

Using solar power and LEDs, the SCL2 series is completely self-contained and offers significant benefits:

- Cost effective design ships fully assembled and installs in minutes
- Smart Connect provides wireless control & communication with your light
- Low installation cost and minimal site impact with no trenching, cabling or wiring
- Minimal ongoing costs with no electrical bills or bulbs to change
- Operates entirely independent from the grid and is immune to power outages
- A sustainable choice without recurring carbon emissions

All of our solar powered lights are enabled by our innovative Solar Lighting Controller (SLC). The SLC in each light is “self-learning” and allows the lights to predictively adapt to their surroundings, providing a level of lighting performance and reliability unavailable in other solar lighting products.

TECHNICAL SPECIFICATIONS

Solar Module:

- High-efficiency monocrystalline cells
- Inconspicuously integrated into the top of luminaire
- Used for day/night detection (no photocell required)

Solar Lighting Controller (SLC):

- Microcontroller-based technology
- High-efficiency, Maximum Power Point Tracking (MPPT) battery charger
- Built-in high-efficiency LED driver
- Multiyear data logging
- Automatically manages lighting performance based on environmental conditions and lighting requirements
- Integrated into luminaire housing

Battery:

- High performance lithium (LiFePO₄)
- Exceptional 10+ year lifecycle
- High temperature tolerance
- Contained within luminaire housing
- Designed for easy battery changes when required

LEDs and Optics:

- 100,000 hour L70 lifetime LED
- Extra Warm White (2700K), Warm White (3000K), Neutral White (4000K), and Amber (595nm) LEDs available
- High-efficiency type 2, 3, 4, 4F, and 5, full cutoff optics
- Typical lumen output 3250 lumens
- Optional backlight shield
- Wildlife-friendly amber option available

Mechanical Construction:

- Extruded and formed, low copper aluminum enclosure and mounting arm
- Stainless fasteners with security fastener option
- Architectural grade, super durable, TGIC powder coat
- Four standard colors with custom colors available

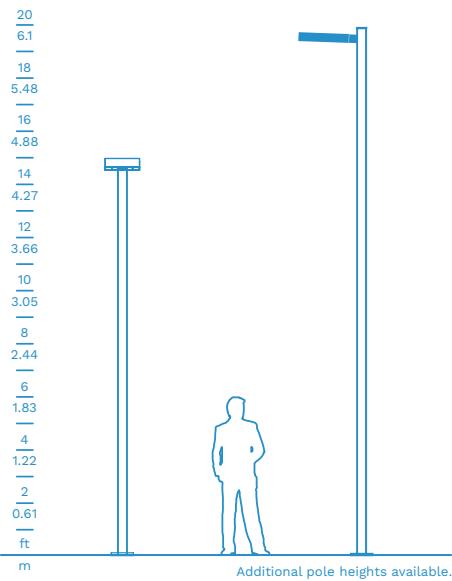
Factory Set Lighting Profiles:

- 11 standard duration profiles available
- Real-time lighting profile options available
- See lighting profile sheet for all options
- Lighting profiles and motion sensing options are field configurable with app
- Motion sensing capabilities optimize performance based on usage

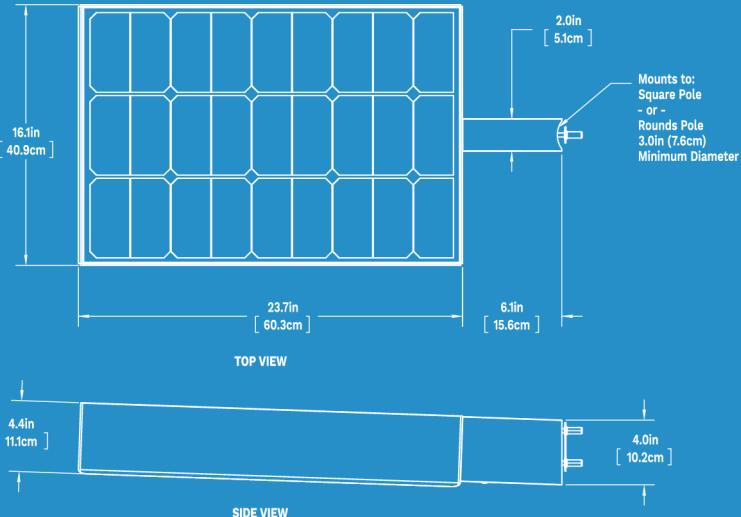
Wireless Controls:

- Easy-to-use interface via iOS smartphone app
- Configure and control lighting profiles
- Adjust dusk and dawn thresholds
- Motion sensing capabilities optimize performance based on usage

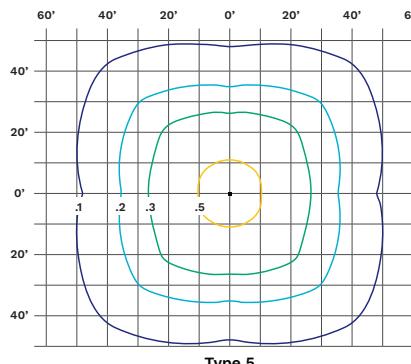
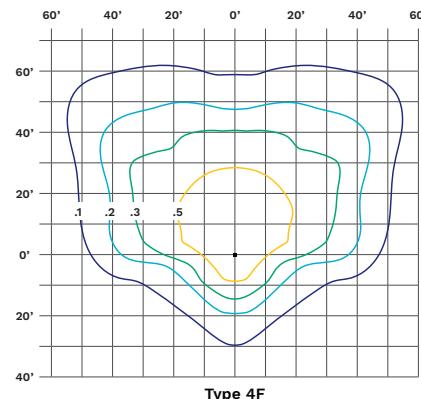
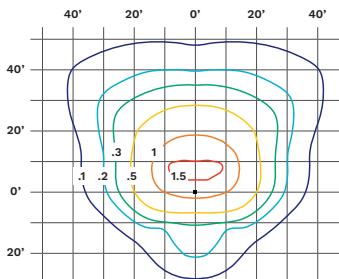
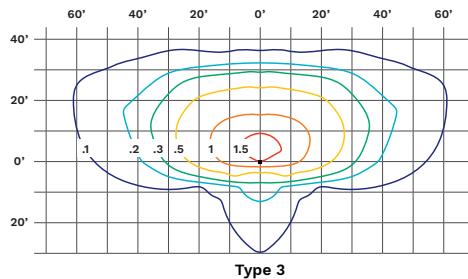
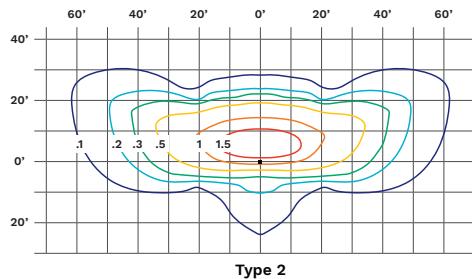
SOLAR LED INTEGRATED COMMERCIAL AREA LIGHT



EPA: 0.99ft² (0.09m²) | Weight: 34lbs (15.4kg) including battery



PHOTOMETRICS (IES files available on our website)



Notes:

- Photometrics based on 20 ft mounting height
- Light levels in foot candles are calculated using 3250 lumens at 4000K color temperature
- To convert to lux multiply light levels by 10.7
- Typical lumen levels based off of Type 5 optic with the default profile using neutral white LEDs
- Contact us for help in choosing the right lighting profile and distribution
- Motion sensing is ON by default
- Specifications subject to change without notice



ORDER MATRIX

Series	Mounting	Finish	Distribution	LED	Lighting Profiles (Full list on website)	Options
SCL2	SPMU - Side Pole Mount Universal	BK - Black	T2 - Type 2	XW - 2700K	00 - Dusk till dawn	SEC - Security Fasteners
		BZ - Bronze	T3 - Type 3	WW - 3000K	09 - On at dusk, 100% for 3 hours, dim to 30%, brighten to 100% one hour before dawn, off at dawn (DEFAULT)	MSO - Motion Sensor Off
	NMNT - No Mount	SV - Silver	T4 - Type 4	NW - 4000K		BLS - Backlight Shield
		WH - White	T4F - Type 4F	AMB - Amber	TX0000 - On at dusk until time between 1800 & 0600. X = O (Off) or D (Dim). 0000 = time to dim or turn off.	
		CC - Custom	T5 - Type 5			

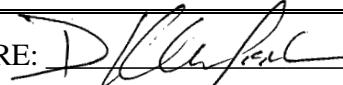
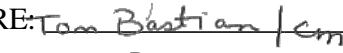
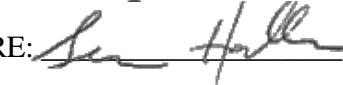
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN OPEN SPACE LAND ACQUISITION AND DEVELOPMENT (OSLAD) GRANT APPLICATION FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT, 208 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS

AGENDA NO. 7.**AGENDA DATE:** 7/10/2023**STAFF REVIEW:** Dustin Kleefisch, Director of Parks & Recreation SIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

PREVIOUS DISCUSSION: In the past year, staff has developed and created multiple documents such as the parks and recreation community survey, updated Master Plan, comprehensive park analysis, and hosted two open house meetings regarding redeveloping and updating the parks in the Village of Willowbrook. The updated Master Plan was adopted on February 13, 2023. Within that document, the redevelopment of Borse Memorial Community Park and the development of Midway Park were outlined as priority projects for the Village. Staff prepared a three-phase project proposal to strategically execute the redevelopment project for Borse Memorial Community Park. Phase I of Borse Memorial Community Park project and the Midway Park Development were approved by the Board on May 22nd, 2023. The Capital Improvement Plan budget was approved for Phase I at Borse Memorial Community Park and the entire Midway Park Improvement project.

For Phase II and Phase III at Borse Memorial Community Park, the Village can apply for an Open Space Lands Acquisition and Development (OSLAD) grant through the Illinois Department of Natural Resources (IDNR). The OSLAD grant will provide, if awarded, up to \$600,000 in matching funds from IDNR for the project's completion. Under the grant regulations, the Village will have a chance to apply for a grant for Phase II and Phase III (application in 2024). If awarded for both grant cycles, the Village potentially could receive a maximum of \$1,200,000 in matching funds from the IDNR. The OSLAD grant application window for 2023 is July 3 to August 31, 2023. Previously, The Village applied for and was granted a \$400,000 OSLAD grant in 2013 for the Willow Pond redevelopment project.

As the Board is aware, while staff is confident in the grant application, the Village is not forecasting these revenues in future budget cycles.

DISCUSSION UPDATE: This resolution, if adopted, would approve staff to pursue the Open Space Lands Acquisition and Development (OSLAD) grant for Phase II (2023 OSLAD cycle) and Phase III (2024 OSLAD cycle) of the Borse Memorial Community Park redevelopment project. Staff will prepare the proper documents for submission of the application.

RECOMMENDATIONS: Staff's recommendation is for the approval of the resolution for staff to pursue applying for the Open Space Lands Acquisition and Development (OSLAD) grant.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 23-R-____

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN OPEN SPACE LAND
ACQUISITION AND DEVELOPMENT (OSLAD) GRANT APPLICATION FOR THE
BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT,
208 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS**

WHEREAS, the Village of Willowbrook, DuPage County, Illinois (the “Village”), is a home rule unit of government duly organized, existing and created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Village of Willowbrook has held public meetings with the discussion directly related to the renovation and improvement of one of the Village’s facilities, namely Borse Memorial Community Park (the “Project”); and

WHEREAS, the total projected cost for the Project is estimated to be \$1,800,000 to \$2,200,000; and

WHEREAS, the Village Board has determined that it has, on hand, one hundred percent (100%) of the funds necessary to complete the contemplated pending OSLAD project within a time frame specified for the Project execution at any time on and after the date of this Resolution; and

WHEREAS, a portion of the cost of the Project can be paid for with matching funds available through an OSLAD grant for matching funds.

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

SECTION 1. The above recitals are incorporated herein as the findings of the corporate authorities of the Village of Willowbrook as express provisions of this Resolution.

SECTION 2. The Director of Parks and Recreation, of the Village of Willowbrook, with assistance of the Village Administrator of the Village of Willowbrook, is directed and authorized

to prepare and submit, on behalf of the Village of Willowbrook, an OSLAD Grant Application for improvements at Borse Memorial Community Park.

SECTION 3. The Village Administrator is authorized to utilize consultants and attorneys, on a priority basis for the preparation and presentation of the Application.

SECTION 4. The Corporate Authorities have determined that it has, on hand, one hundred percent (100%) of the funds necessary to complete the pending OSLAD project, within the time frames herein, for project execution, and that failure to execute the grant and all of its requirements will result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

SECTION 5. The corporate authorities of the Village of Willowbrook fully understand that an OSLAD Grant Application requires it to comply with all terms, conditions and regulations of the Open Space Lands Acquisition and Development (OSLAD) program and will maintain the project area in an attractive and safe conditions, keep the facilities open to the general public during reasonable hours consistent with the type of facility, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD and cannot be sold or exchanged, in whole or in part, to another party without approval from the Illinois DNR.

SECTION 6. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 10th day of July, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLES:

MIDWAY PARK IMPROVEMENT BID AWARD

a. MIDWAY PARK UTILITY IMPROVEMENTS – BID A

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO MARTAM CONSTRUCTION, INC. FOR MIDWAY PARK UTILITY IMPROVEMENTS PROJECT

b. MIDWAY PARK GRADING IMPROVEMENTS – BID B

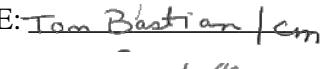
A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO MARTAM CONSTRUCTION, INC. FOR MIDWAY PARK GRADING IMPROVEMENTS PROJECT

AGENDA NO: 8.a. & 8.b.

AGENDA DATE: 7-10-2023

STAFF REVIEW: Dustin Kleefisch, Director of Parks & Recreation SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Sean Halloran, Village Administrator

SIGNATURE: 

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

PREVIOUS DISCUSSION: As part of the Midway Park Improvement Project, staff, with the assistance of the Village's engineering consultant Novotny Engineering, prepared the utility and grading improvements bid, which was released on June 21st, 2023. Project bids were submitted and opened on July 5th at the Village Hall. Martam Construction came in as the lowest, responsible bidder for both the grading (Bid A) and utilities (Bid B). The grading bid submitted was in the amount of \$245,433.75. The utility work bid submitted was in the amount of \$246,340.00. The total of Bid A and B being awarded to Martam Construction is \$491,773.75.

Utility Improvements Bid A:

Company	Cost
Martam Construction	\$246,340
Misfits Construction Company	\$288,830

Grading Improvements Bid B:

Company	Cost
Martam Construction	\$245,433.75
Schwartz Construction	\$302,097.25

The engineer's estimate for the total amount of work was \$511,873.50. If the Board approves the lowest responsible bidder for both projects, which is Martam Construction, the total costs for Utility and Grading work will be \$491,773.75. This results in a \$20,099.75 savings for the project.

DISCUSSION UPDATE: Martam Construction is a reputable contractor with good references that have been vetted. As previously mentioned at the last Board meeting, staff will release a contractor schedule when all bids have been received, which will likely occur by the end of July. At that time, all residents in the area will be notified via mail.

RECOMMENDATIONS: Staff's recommendation is for the approval of the grading bid (bid A) in the amount of \$245,433.75 and utility bid (bid B) in the amount of \$246,340.00 for a total of \$491,773.75 to Martam Construction

ACTION PROPOSED: Adopt the Resolutions



CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

July 5, 2023

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

Re: **VILLAGE OF WILLOWBROOK
MIDWAY PARK UTILITY IMPROVEMENTS**

Dear Sean:

Listed below and on the attached *Tabulation of Bids* are the results of the July 5th, 2023, bid opening for the above-captioned project. Two (2) bids were received and tabulated, with no computational errors found. A summary is as follows:

Martam Construction, Inc.	\$ 246,340.00
Misfits Construction Company.....	\$ 288,830.00
Engineer's Estimate	\$ 211,021.00

The lowest bidder was Martam Construction, Inc., submitting a bid in the amount of \$246,340.00, which was \$35,319.00 (+16.74%) above the Engineer's Estimate of \$211,021.00.

Martam Construction, Inc. is qualified to perform this type of work. Therefore, we recommend that the Contract be awarded to **Martam Construction, Inc., 1200 Gasket Drive, Elgin, IL 60120** in an amount not to exceed **\$ 246,340.00**.

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

Sincerely,

NOVOTNY ENGINEERING

John E. Fitzgerald, P.E.
Executive Vice President

JEF/km
Enclosure

cc: Mr. Andrew Passero, Public Services Foreman, w/Encl.
Mr., Dustin Kleefisch, Director of Parks & Recreation
File No. 23037(A)

TABULATION OF BIDS

OWNER:

Village of Willowbrook

PROJECT DESCRIPTION:

Midway Park Utility Improvements
209 Midway Drive

BID OPENING:

July 5th, 2023 @ 10am

PROJECT NO : 23037(A)

				Engineer's Estimate		Martam Construction Inc. 1200 Gasket Drive Elgin, IL 60120 5%		Misfits Construction Company 333 South Wabash Ave, S2700 Chicago, IL 60604 5%	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	HMA Pavement Removal & Replacement, 6"	SQ YD	25	\$ 225.00	\$ 5,625.00	\$ 166.00	\$ 4,150.00	\$ 200.00	\$ 5,000.00
2	Sidewalk Removal	SQ FT	128	7.00	896.00	10.00	1,280.00	5.00	640.00
3	Temporary Pavement, 2"	TON	3	250.00	750.00	360.00	1,080.00	500.00	1,500.00
4	Catch Basin, 4' Dia., Type A, Type 1 Frame, Open Lid	EACH	4	4,800.00	19,200.00	4,620.00	18,480.00	6,500.00	26,000.00
5	Catch Basin, 2' Dia., Type C, Type 1 Frame, Open Lid	EACH	3	2,500.00	7,500.00	2,680.00	8,040.00	5,500.00	16,500.00
6	Yard Drain	EACH	1	1,000.00	1,000.00	1,460.00	1,460.00	2,500.00	2,500.00
7	Storm Sewer, Class B, Type 2, HDPE (ADS N-12), 4"	EACH	35	35.00	1,225.00	62.00	2,170.00	80.00	2,800.00
8	Storm Sewer, Class B, Type 2, PVC SDR26, 4"	EACH	50	45.00	2,250.00	62.00	3,100.00	60.00	3,000.00
9	Storm Sewer, Class A, Type 1, RCP, 12"	FOOT	195	90.00	17,550.00	98.00	19,110.00	85.00	16,575.00
10	Storm Sewer, Class A, Type 2, RCP, 12"	FOOT	280	100.00	28,000.00	131.00	36,680.00	85.00	23,800.00
11	Storm Sewer, Class A, Type 1, RCP, 15"	FOOT	190	110.00	20,900.00	144.00	27,360.00	70.00	13,300.00
12	Catch Basins to be Adjusted	EACH	1	500.00	500.00	680.00	680.00	1,000.00	1,000.00
13	Connection to Existing Catch Basin, 12"	EACH	2	1,000.00	2,000.00	1,280.00	2,560.00	2,000.00	4,000.00
14	Connection to Existing Catch Basin, 15"	EACH	1	1,200.00	1,200.00	1,460.00	1,460.00	3,500.00	3,500.00
15	Sanitary Sewers PVC SDR26, (Pressure Pipe), 6"	FOOT	310	85.00	26,350.00	116.00	35,960.00	130.00	40,300.00
16	Sanitary Manhole, Type A	EACH	2	5,000.00	10,000.00	5,460.00	10,920.00	10,500.00	21,000.00
17	Sanitary Sewer, Cleanout, 6"	EACH	2	750.00	1,500.00	880.00	1,760.00	1,500.00	3,000.00
18	Connection to Existing Sanitary Sewer	EACH	1	1,500.00	1,500.00	1,680.00	1,680.00	9,500.00	9,500.00
19	Water Service, Line, 2"	FOOT	260	90.00	23,400.00	58.00	15,080.00	130.00	33,800.00
20	Buffalo Box	EACH	1	1,500.00	1,500.00	650.00	650.00	3,500.00	3,500.00
21	Water Service Tap, 2"	EACH	1	2,000.00	2,000.00	5,600.00	5,600.00	7,500.00	7,500.00
22	Select Granular Backfill, Compacted (CA-6)	CU YD	115	45.00	5,175.00	56.00	6,440.00	1.00	115.00
23	Non Metallic Schedule 40 Electrical Conduit in Trench, 4"	FOOT	360	50.00	18,000.00	46.00	16,560.00	50.00	18,000.00
24	Non Metallicac Schedule 40 Electrical Conduit Directionally Bored & Pu	FOOT	60	100.00	6,000.00	68.00	4,080.00	200.00	12,000.00
25	Traffic Control and Protection	LSUM	1	7,000.00	7,000.00	20,000.00	20,000.00	20,000.00	20,000.00
Sub - Totals :				\$ 211,021.00		\$ 246,340.00		\$ 288,830.00	
Bid Error Corrections:									
Corrected Totals ---									
Over / Under ----									
Percent ----									



CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

TABULATION OF BIDDERS

OWNER: VILLAGE OF WILLOWBROOK

PROJECT: MIDWAY PARK – UTILITY IMPROVEMENTS

PROJECT NUMBER: 23037(A)

DATE & TIME OF
OPENING OF BIDS: JULY 5TH @ 10:00AM

ENGINEER'S ESTIMATE: 211,021.00

	PROPOSAL OF:	TYPE OF SECURITY	AMOUNT OF SECURITY	BIDDER'S PROPOSAL
1	Martam Construction, Inc.	Bond	5%	246,340 00
2	Trine Construction Corp.			
3	H. Linden & Sons Sewer and Water, Inc.			
4	Gerardi Sewer & Water Co			
5	Misfits Construction Company	5%	Bond	256,830 00
6				
7				
8				
9				
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14				
15				



CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

July 5, 2023

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

Re: **VILLAGE OF WILLOWBROOK
MIDWAY PARK – GRADING IMPROVEMENTS**

Dear Sean:

Listed below and on the attached *Tabulation of Bids* are the results of the July 5th, 2023, bid opening for the above-captioned project. Two (2) bids were received and tabulated, with no computational errors found. A summary is as follows:

Martam Construction, Inc.	\$ 245,433.75
Schwartz Construction, Inc.	\$ 302,097.25
Engineer's Estimate	\$ 300,852.50

The lowest bidder was Martam Construction, Inc., submitting a bid in the amount of \$245,433.75, which was \$55,418.75 (-18.42%) below the Engineer's Estimate of \$300,85.50.

Martam Construction, Inc. is qualified to perform this type of work. Therefore, we recommend that the Contract be awarded to **Martam Construction, Inc., 1200 Gasket Drive, Elgin, IL 60120** in an amount not to exceed **\$ 245,433.75**.

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

Sincerely,

NOVOTNY ENGINEERING

A handwritten signature in blue ink that reads "John E. Fitzgerald".

John E. Fitzgerald, P.E.
Executive Vice President

JEF/km

Enclosure

cc: Mr. Andrew Passero, Public Services Foreman, w/Encl.
Mr., Dustin Kleefisch, Director of Parks & Recreation
File No. 23037(B)

Date: 7/5/2023

TABULATION OF BIDS

Page 1 of 1

OWNER: Village of Willowbrook

PROJECT DESCRIPTION: Midway Park Grading Improvements
209 Midway Drive

BID OPENING: July 5, 2023 @10am

PROJECT NO : 23037(B)

				Engineer's Estimate		Martam Const., Inc 1200 gasket Drive Elgin, IL 60120 5%		Schwartz Excavating, Inc 7023 Willow Springs Rd., S103 Countryside, IL 60525 5%							
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount						
1	Tree Protection	EACH	1	\$ 500.00	\$ 500.00	\$ 265.00	\$ 265.00	\$ 900.00	\$ 900.00						
2	Tree Removal (6" to 15" Units Diameter)	U.D.	35	\$ 55.00	\$ 1,925.00	\$ 120.00	\$ 4,200.00	\$ 51.43	\$ 1,800.05						
3	Inlet Filters	EACH	8	\$ 225.00	\$ 1,800.00	\$ 205.00	\$ 1,640.00	\$ 330.00	\$ 2,640.00						
4	Stabilized Construction Entrance	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00						
5	Perimeter Erosion Barrier	FOOT	1295	\$ 4.00	\$ 5,180.00	\$ 3.40	\$ 4,403.00	\$ 4.80	\$ 6,216.00						
6	Topsoil Excavation and Placement	CU YD	730	\$ 19.00	\$ 13,870.00	\$ 23.50	\$ 17,155.00	\$ 22.46	\$ 16,395.80						
7	Earth Excavation	CU YD	4575	\$ 53.00	\$ 242,475.00	\$ 37.75	\$ 172,706.25	\$ 40.98	\$ 187,483.50						
8	Temporary Erosion Control Seeding	LB	1000	\$ 1.50	\$ 1,500.00	\$ 3.60	\$ 3,600.00	\$ 36.18	\$ 36,180.00						
9	Construction Fence	FOOT	1365	\$ 8.50	\$ 11,602.50	\$ 7.30	\$ 9,964.50	\$ 6.46	\$ 8,817.90						
10	SWPPP Inspections	L SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 6,500.00	\$ 6,500.00	\$ 22,464.00	\$ 22,464.00						
11	Cash Allowance	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00						
12	Maintenance of Existing Erosion Control Measures	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00						
13	Insurance Provisions - Complete	FOOT	1	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	-	-						
Sub - Totals :				\$ 300,852.50		\$ 245,433.75		\$ 302,097.25							
Bid Error Corrections:															
Corrected Totals ---															
Over / Under ----															
Percent ----															



CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

TABULATION OF BIDDERS

OWNER: VILLAGE OF WILLOWBROOK

PROJECT: MIDWAY PARK – GRADING IMPROVEMENTS

PROJECT NUMBER: 23037(B)

DATE & TIME OF
OPENING OF BIDS: JULY 5TH @ 10:00AM

ENGINEER'S ESTIMATE: \$300,852.50

	PROPOSAL OF:	TYPE OF SECURITY	AMOUNT OF SECURITY	BIDDER'S PROPOSAL
1	Martam Construction, Inc.	Bond	590	245,433 ⁷⁵
2	Schwartz Construction Group Inc.	Bond	590	302,097 ²⁵
3	Schroeder Asphalt Services, Inc.			
4	Misfits Construction Company			
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

RESOLUTION NO. 23-R-_____**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING
THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT
TO MARTAM CONSTRUCTION, INC. FOR MIDWAY PARK UTILITY
IMPROVEMENTS PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) publicly advertised for bids for the Midway Park Utility Improvements Project (the “Project); and

WHEREAS, the sealed bids received were publicly opened, examined and declared by officials of the Village on July 5, 2023 at 10:00 a.m.; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder for the Project, at a cost not to exceed Two Hundred Forty-Six Thousand Three Hundred Forty and 00/100ths Dollars (\$246,340.00), is Martam Construction, Inc.

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 Martam Construction, Inc.’s bid to be the lowest responsible bid for the Midway Park Utility Improvements Project.

SECTION 3: Award of Contract.

Martam Construction, Inc. is hereby awarded a contract for the afore-referenced Project, at a cost not to exceed Two Hundred Forty-Six Thousand Three Hundred Forty and 00/100ths Dollars (\$246,340.00), as set forth in its bid proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

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

SECTION 5: Effective Date.

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

PASSED and APPROVED this 10th day of July, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”
Contract

VILLAGE OF WILLOWBROOK DuPAGE COUNTY, ILLINOIS

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

FOR

MIDWAY PARK – UTILITY IMPROVEMENTS

Prepared By:

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

Project No. 23037(A)

June 2023

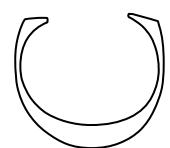
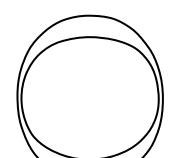
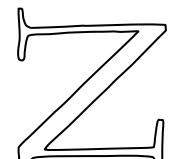
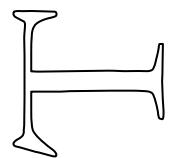
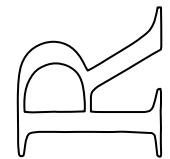
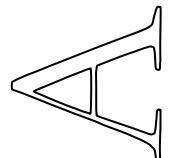
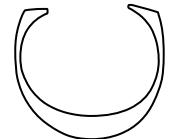
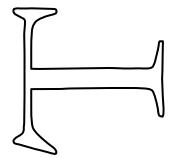


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NOTICE TO CONTRACTORS

Owner:	VILLAGE OF WILLOWBROOK
Township:	DOWNERS GROVE
County:	DuPAGE
Project No.	23037(A)

I. TIME AND PLACE OF OPENING OF BIDS:

Sealed Proposals for the improvement described herein will be received at the office of the Village Clerk, and shall be addressed: **ATTN: BID PROPOSAL, Village Clerk, Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527.** Sealed Proposals will be received until **10:00 a.m., on the 5th day of July 2023**, and will be publicly opened and read at that time.

II. DESCRIPTION OF WORK:

The proposed work is officially known as:

MIDWAY PARK - UTILITY IMPROVEMENTS

and consists of constructing new utilities for a future park development at Midway Park located at 209 Midway Drive, Willowbrook, Illinois. The proposed improvements include water service construction, sanitary sewer service & manhole installation, storm sewer & structure installation, electrical service installation, and street pavement restoration.

III. INSTRUCTIONS TO BIDDERS:

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

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

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

NOTICE TO CONTRACTORS, Cont'd.

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

IV. AWARD CRITERIA AND REJECTION OF BIDS:

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

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

Deborah A. Hahn (s)
Village Clerk

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SPECIAL PROVISION

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

PREQUALIFICATION OF BIDDERS

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

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

AFFIDAVIT

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

"STATEMENT OF EXPERIENCE" REQUIREMENT

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

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

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 or 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 American 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 is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must certify compliance pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act"), and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must certify compliance pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."
- e) The Contractor must certify compliance pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act, and require that all Subcontractors furnish Certifications of Compliance with this Act.
- f) No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

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

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

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

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

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

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

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

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

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

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

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

Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

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CONTRACT

1. **THIS AGREEMENT**, made and concluded the _____ day of _____, 2023, between the Village of Willowbrook acting by and through the Mayor and Village Council as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.
2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny & Associates, Inc., dba Novotny Engineering, and designated as **MIDWAY PARK - UTILITY 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** _____

Deborah A. Hahn , Clerk
(S E A L)

By _____
Title _____ Frank A. Trilla, Mayor _____

Party of the Second Part

Secretary
(Corporate Seal)

(If a Corporation)
Corporate
Name _____

By _____
President
(If a Co-Partnership)

(SEAL)
(SEAL)

Partners doing Business under the name

of _____

(If an Individual)

(SEAL)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

ss

COUNTY OF _____

City # _____

Loan # _____

TO WHOM IT MAY CONCERN:

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

The undersigned, for and in consideration of _____

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

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

Signature and Seal: _____

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

ss

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
 of the _____

who is the Contractor of the _____ work on the _____
 building located at _____
 owned by _____.

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

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

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

Signed this _____ day of _____, 2023.

Signature _____

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

SPECIAL PROVISION

INSURANCE PROVISIONS

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

Hold Harmless Provisions

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

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

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

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SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

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

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

Insurance

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

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

A. Minimum Limits of Insurance

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

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

1. **Contractors-**

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

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

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

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

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

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

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



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

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

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

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

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

B. Contractor's Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

E. Verification of Coverage

1. Contractor's Insurance:

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

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

F. Subcontractors

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

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

“SAMPLE”

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)

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

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

PRODUCER	FULLY COMPLETED	CONTACT			
		NAME: (A/C, No, Ext):	PHONE	(A/C, NO):	FAX
INSURED	FULLY COMPLETED	ADDRESS:	INSURERS AFFORDING COVERAGE		NAIC #
		Insurer A: Name of Insurance Company	Insurer B: Name of Insurance Company	Insurer C: Name of Insurance Company	Insurer D: Name of Insurance Company

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

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS <i>All Units in Thousands</i>		
							EACH OCCURRENCE	\$ 1,000	
	GENERAL LIABILITY CG0001 ■ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100	
	□□ CLAIMS MADE ■ OCCUR						MED EXP (Any one person)	\$ 10	
	□ GEN. AGGREGATE LIMIT APPLIES PER: □ POLICY ■ PROJECT □ LOC						PERSONAL & ADV INJURY	\$ 1,000	
							GENERAL AGGREGATE	\$ 2,000	
							PRODUCT-COMP/OP AGG	\$ 2,000	
	AUTOMOBILE LIABILITY CA0001 ■ ANY AUTO □ SCHEDULED ■ ALL OWNED AUTOS □ NON-OWNED AUTOS ■ HIRED AUTOS □						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
	□ UMBRELLA LIAB ■ OCCUR						EACH OCCURRENCE	\$ 2,000	
	□ EXCESS LIAB □ CLAIMS MADE						AGGREGATE	\$ 2,000	
	□ DED □ RETENTION \$							\$	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N □	N/A				■ WC STATU-TORY LIMITS		OTHER
							E.L. EACH ACCIDENT	\$ 1,000	
							E.L. DISEASE- EA EMPLOYEE	\$ 1,000	
							E.L. DISEASE-POLICY LIMIT	\$ 1,000	
	Other								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

OWNER: **VILLAGE OF WILLOWBROOK** PROJECT DESCRIPTION: **MIDWAY PARK – UTILITY 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).

CERTIFICATE HOLDER ■ Additional Insured, Insurer Letter: _____	CANCELLATION
OWNER (Including its officials, employees and volunteers) and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING (Including its agents and employees)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

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

OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
ORNAMENTAL IRON WORKER	E	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		49.85	52.84	1.5	1.5	2.0	2.0	12.10	21.48	0.00	1.09	
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99	
SHEETMETAL WORKER	All	BLD		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59	2.54
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75	
STEEL ERECTOR	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRAFFIC SAFETY WORKER II	All	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRUCK DRIVER	All	ALL	1	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

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

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

SUPPLEMENTAL SPECIFICATIONS

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211	Topsoil and Compost	4
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RECURRING SPECIAL PROVISIONS



Check Sheet for Recurring Special Provisions

Local Public Agency

Village of Willowbrook

County

DuPage

Section Number

Check this box for lettings prior to 01/01/2023.

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

Recurring Special Provisions

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1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	53
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3	<input checked="" type="checkbox"/> EEO	57
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	67
5	<input type="checkbox"/> Required Provisions - State Contracts	72
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	78
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	80
9	<input type="checkbox"/> Construction Layout Stakes	81
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	84
11	<input type="checkbox"/> Subsealing of Concrete Pavements	86
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	90
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	92
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	93
15	<input type="checkbox"/> Polymer Concrete	95
16	<input type="checkbox"/> Reserved	97
17	<input type="checkbox"/> Bicycle Racks	98
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	100
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	102
20	<input type="checkbox"/> English Substitution of Metric Bolts	103
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	104
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	105
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	113
24	<input type="checkbox"/> Reserved	129
25	<input type="checkbox"/> Reserved	130
26	<input type="checkbox"/> Temporary Raised Pavement Markers	131
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	132
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	135
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	142
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	144
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	145

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	

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

Local Roads And Streets Recurring Special Provisions

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

BDE SPECIAL PROVISIONS
For the April 28, 2023 and June 16, 2023 Lettings

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

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

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

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

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
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

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

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

*** SPECIAL PROVISION ***

GENERAL

Scope of Work: This project consists of constructing new utilities for a future park development at Midway Park located at 209 Midway Drive, Willowbrook, Illinois. The proposed improvements include water service construction, sanitary sewer service & manhole installation, storm sewer & structure installation, electrical service installation, and street pavement restoration.

At all times, areas under construction shall be properly barricaded and protected to insure maximum safety. Traffic Control Standards and Special Provisions included in these bid documents shall be strictly enforced during applicable stages of construction.

Execution and Prosecution of the Contract: This project is expected to be awarded on July 10, 2023, at the regularly scheduled Village Board meeting.

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

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

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

Completion Date: The overall completion date is **August 11, 2023**, which includes the completion of all work as specified in the Contract, including all punchlist work.

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

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

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

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

*** SPECIAL PROVISION ***

HMA PAVEMENT REMOVAL & REPLACEMENT - 6"

Description: This work shall consist of the removal and replacement of the existing hot-mix asphalt roadway pavement as shown on the Plans or, as directed by the Engineer, and in accordance with the applicable portions of Sections 406 and 440 of the "Standard Specifications".

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

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

The Contractor will be required to replace the removed portions with six inches (6") of hot-mix asphalt materials irrespective of the thickness that was removed. Before the hot-mix asphalt materials are replaced, the existing base shall be prepared and compacted as required; and, the sawed edges of the existing pavement shall be hand primed with approved materials.

The hot-mix asphalt shall be replaced in two (2) separate lifts of materials. The first layer shall be Hot-Mix Asphalt Binder course, IL-19.0, N50 and shall be four inches (4") in thickness, The second layer shall be Hot-Mix Asphalt Surface Course, Mixture D, N50, and shall be one-and-one-half inches (1½") in thickness. Hot-Mix Asphalt Surface Course, Mixture D, N50 and Hot-Mix Asphalt Binder, IL-19.0, N50 mixture designs shall be as specified in the Hot-Mix Asphalt Design Chart shown on the Plans. The final layer shall be placed with sufficient care to insure an even, level surface, free from depressions, and providing a smooth riding surface, and conforming to the approximate cross-section of the existing pavement.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **HMA PAVEMENT REMOVAL & REPLACEMENT - 6"**, which price shall be payment in full for all work as specified herein.

SPECIAL PROVISION

SIDEWALK REMOVAL

Description: This work shall consist of the complete removal of existing sidewalk, hot-mix asphalt driveway pavement, P.C. concrete driveway pavement and combination curb & gutter that interfere with the proposed construction work. All work shall be in accordance with Section 440 of the Standard Specifications for Road and Bridge Construction.

General: All sidewalk pavement to be removed under this item shall be saw cut to the full depth of the pavement or appurtenances.

Disposal of Material: All materials resulting from the removal of existing pavement and appurtenances as herein specified shall be disposed of according to Article 202.03 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the Contract unit price per square foot for **SIDEWALK REMOVAL**; which prices shall be payment in full for all work specified, including full-depth saw cutting and the proper disposal of all removed material.

SPECIAL PROVISION

TEMPORARY PAVEMENT, 2"

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

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

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

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

State of Illinois
Department of Transportation
Division of Highways
Springfield

SPECIFICATIONS
FOR
BITUMINOUS MIXTURES FOR MAINTENANCE USE
EMULSIFIED ASPHALT TYPE

Serial Number: M17-08

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

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

(a) Aggregate

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

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

(b) Bituminous Material

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

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

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

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

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

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

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

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

Effective March 1, 2008

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

VJP/M17-08

SPECIAL PROVISION

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

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

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

*** SPECIAL PROVISION ***

CATCH BASINS, 4' DIA., TYPE A, TYPE 1 FRAME, OPEN LID
CATCH BASINS, 2' DIA., TYPE C, TYPE 1 FRAME, OPEN LID

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

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

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

Basis of Payment: This work will be paid for at the Contract unit price for each for **CATCH BASINS, 4' DIA., TYPE A, TYPE 1 FRAME, OPEN LID** and **CATCH BASINS, 2' DIA., TYPE C, TYPE 1 FRAME, OPEN LID**, which price shall be payment in full for constructing each unit as specified.

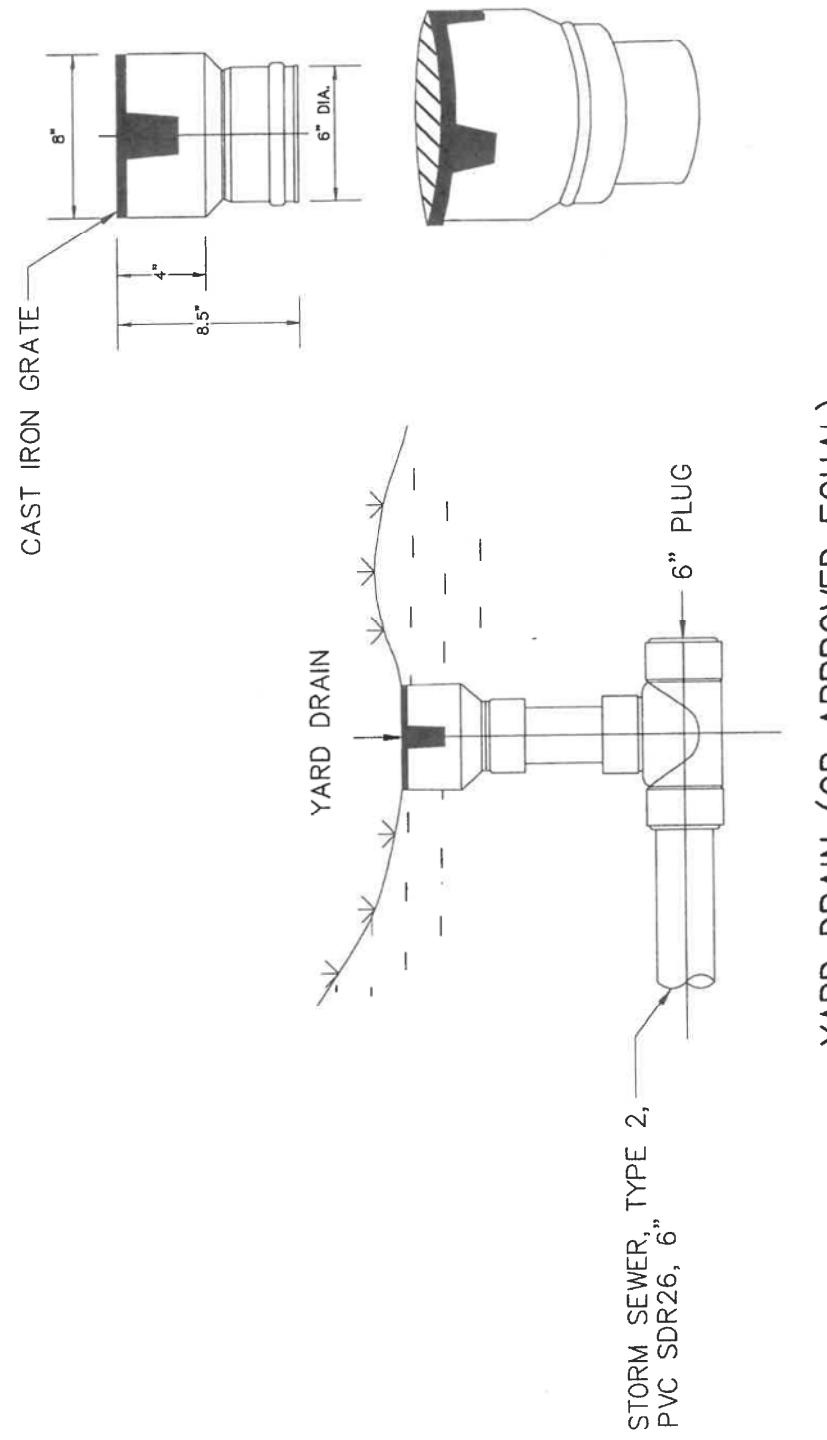
*** SPECIAL PROVISION ***

YARD DRAIN

Description: This work shall consist of furnishing all material and labor for the installation of yard drains at locations as shown on the plans. At locations where positive drainage to the proposed drainage structures cannot be achieved, the Plans call for the installation of a yard drain. The yard drain shall meet the requirements of the detail shown on the Plans, or an approved equal. Trench Backfill will be paid for separately.

Materials: The Contractor shall provide the Engineer with a manufacturer's shop drawing for the drain assembly for his review and approval before work is started on this item.

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



*** SPECIAL PROVISION ***

CONNECTION TO EXISTING CATCH BASIN

Description: This work shall consist of making a direct connection of a proposed fifteen-inch (15") or twelve-inch (12") diameter RCP storm sewer to an existing drainage structure, to the line and grade as shown on the Plans. The existing drainage structure is to be cored or sawed to minimize the size of the hole needed to make the proposed connection. The proposed RCP storm sewer, at the connection point, should be cut in a manner to match the inside structure diameter so that this connecting storm sewer pipe does not unnecessarily protrude into the existing drainage structure. The circumference of the RCP storm sewer pipe, at the connection point, shall be bricked and mortared in place.

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

SPECIAL PROVISION

SANITARY SEWERS, PVC SDR 26 (PRESSURE PIPE)

Description: This work shall consist of installing sanitary sewer at the locations indicated on the Plans or as directed by the Engineer. All work shall be in accordance with applicable sections of the "Standard Specifications for Water & Sewer Main Construction in Illinois".

Installation: Sewers shall be constructed on a six-inch (6") bed of granular materials and covered up to a point twelve inches (12") above the top of the pipe. These materials will not be paid for separately, but shall be merged in the unit price bid for sanitary sewers.

Materials: Sanitary sewers shall be Polyvinyl Chloride (PVC SDR 26 Pressure Pipe). All pipe shall meet or exceed the performance requirements of ASTM D-2241 and shall have push-on rubber gasket joints that meet or exceed the performance requirements of ASTM D-3139.

Basis of Payment: This work will be paid for at the Contract unit price per foot for **SANITARY SEWERS, PVC SDR 26 (PRESSURE PIPE)**, of the size listed in the "Bidding Schedule", which price shall be payment in full for all labor, materials, and equipment necessary to construct new sewers at the required locations in accordance with the above specifications and the Standard Specifications for Sewer and Water Construction in Illinois, including pipe, bedding, and cradle materials to a point twelve inches (12") above the top of the pipe.

SPECIAL PROVISION

SANITARY MANHOLES, TYPE A

Description: This work shall consist of the furnishing of all labor and materials for the complete construction of all sanitary sewer manholes at the locations and to the elevations as shown on the Plans or designated by the Engineer.

Materials: Each manhole shall consist of precast reinforced concrete base, with sidewalls consisting of precast concrete risers, with an eccentric cone at the top. Each manhole shall be equipped with a Type 1 heavy duty cast iron frame and closed lid. Manholes shall have an internal diameter of four feet (4') or five feet (5') diameter at the locations indicated on the Plans. Manhole steps shall be provided on the one vertical manhole wall at sixteen-inch (16") centers for the full depth of the manhole.

The cast iron frames and lids shall be new, Neenah Foundry Company, Number R-1713 Series or equal, and shall have combined total weight of at least 287 pounds. Lids shall be specially cast, so as to provide a rubber seating gasket between the frame and the lid to reduce infiltration and inflow to a minimum. Lids shall be what is commonly referred to as "Self-Sealing Lids" and shall be Type "B" design. The word "SANITARY" shall be permanently cast in the top of each manhole lid.

Installation: The casting for each manhole shall be set as closely as possible to the elevation indicated on the Plans or required by field adjustment. Elevations on the Plans are the Engineer's best interpretation of field conditions for final setting of manhole rims. At the time of construction, an adjustment may be necessary which the Contractor shall verify at the time of construction before completing the construction of the manhole. No additional compensation will be allowed for adjustment in height of manhole when constructed in this manner. Final adjustment shall be made with precast concrete adjusting rings set in full mortar beds. In no case shall the total thickness of adjusting rings exceed eight inches (8"). Should an adjustment require an addition of over eight inches (8"), a full diameter barrel section shall be installed beneath the cone. Final adjustments requiring a barrel section after the manhole has been completed will be paid for as additional depth of manhole under another item in the Contract. It is the intent that castings set in parkways provide a minimum of interference with mowing equipment used by property owners, and castings set in pavement areas be set to finished pavement elevation.

The joint between the pipe and the manhole sidewalls shall be constructed so as to be completely watertight. A flexible waterproof boot shall be cast in the manhole at the time it is fabricated, and shall be equipped to receive a spigot-end pipe connection which shall have a band-seal connecting piece from the rubber boot to tightly seal the connection to the new sanitary sewer pipe.

Manhole Testing Methods: All manholes shall be inspected and leakage tested for watertightness in accordance with ASTM C969-94--"Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines", Vol. 04.05, Chemical Resistant Materials, Vitrified Clay, Concrete, Fiber-Cement Products; Mortars; Masonry (1996) (no later editions or amendments) or ASTM C1244-93 "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test", Vol. 04.05, Chemical Resistant Materials, Vitrified Clay, Concrete, Fiber-Cement Products; Mortars; Masonry (1996) (no later editions or amendments) prior to placing into service.

Basis of Payment: This work will be paid for at the Contract unit price per each for **SANITARY MANHOLES, TYPE A** for the diameter manhole required and the type of frame and lid specified and which price shall be payment in full for all work as specified. The Engineer reserves the right to make final adjustments in the elevation of manhole frames and lids to meet field conditions. ss.2 (REV)

*** SPECIAL PROVISION ***

SANITARY SEWER, CLEANOUT, 6"

Description: This work shall consist of installing sanitary sewer cleanouts at the locations indicated on the Plans. All work shall be in accordance with the applicable sections of the "Standard Specifications for Water and Sewer Main Construction in Illinois".

Materials: The material to be used in this work shall be Polyvinyl Chloride (PVC SDR 26 Pressure Pipe). All Polyvinyl Chloride plastic pipe materials shall conform to all the requirements of ASTM D-2241. Joints shall be rubber gasket type, meeting the requirements of ASTM D-3139. Threaded plug and threaded pipe hub shall be used.

Installation: Cleanouts shall be installed and set at grades provided on the Plans.

Basis of Payment: This work will be paid for at the Contract unit price per each for **SANITARY SEWER, CLEANOUT, 6"**, which price shall be payment in full for all labor, materials, and equipment necessary to construct cleanouts at the required locations.

*** SPECIAL PROVISION ***

CONNECTION TO EXISTING SANITARY SEWER

General: This work shall consist of furnishing all labor and materials required to make a direct sanitary sewer service connection to an existing sanitary sewer main as all work shall be in accordance with applicable provisions of the "Standard Specifications For Water And Sewer Main Construction In Illinois", and conform in all respects to the lines and grades as shown on the Plans or furnished by the Engineer.

Materials: Sanitary sewer main pipe shall be Polyvinyl Chloride (PVC SDR 26). All pipe shall meet or exceed the performance requirements of ASTM D-3034, and shall have solvent joints meeting the specification requirements of ASTM D-2855.

Installation: At locations indicated on the Plans or required by the Engineer, the Contractor shall install a Wye branch fitting into the sanitary sewer main for the lateral service connection. No break-in connections will be allowed.

All pipe constructed in trench shall be laid on granular bedding having a thickness of six inches (6") of compacted granular materials to uniformly support the barrel of the pipe. After the pipe materials have been laid to the grades specified, the pipe shall be backfilled to a point twelve inches (12") above the top of the pipe with similar-type granular materials, and these will be compacted and spaded around the pipe to firmly support the barrel and prevent deformation due to backfill loads. These granular materials will not be measured and paid for separately but shall be merged in the unit price for this item.

Pipes of dissimilar materials shall be connected together with band seal couplings, for which no additional compensation will be allowed.

Backfilling of sanitary sewers, unless otherwise specified, shall be done in accordance with Section 20-3.02 & 20-3.03 of said Standard Specifications. Backfill above the top of the granular bedding and cradle materials described above shall utilize existing materials, placed so as not to disturb the newly installed pipe-line where the pipe is not under an area of existing or future paving. Any pipe-lines installed in paved areas shall be backfilled 100% with granular backfill materials.

Basis of Payment: The work will be paid for at the Contract unit price per each for **CONNECTION TO EXISTING SANITARY SEWER**, which price shall be payment in full for all work as specified, including Band Seal Couplings, Sanitary Sewer Main Pipe, and WYE Fitting. Sanitary sewer service Pipe, select Granular Backfill and Restorations will be paid for separately.

ss.1(Rev.)

*** SPECIAL PROVISION ***

BUFFALO BOX

Description: This work shall consist of furnishing and installing between a new buffalo box to be located between the sidewalk and the right of way line. This work shall include a new insulated dieelectrical 2" curb stop, precast concrete curb stop stabilizing pad, and Buffalo Box. The service line and water service tap will be paid for separately.

Materials: Curb stops, all necessary fittings shall be of solid brass. Curb stops shall be insulated dielectric Mueller or Ford approved models, with a nylon insulating material to intercept stray currents, and shall be of the same internal diameter as the service pipe and shall be of the roundway type. All fittings shall be of the type approved by the Owner, and in accordance with local plumbing codes. Buffalo boxes shall be of a screw type accepted by the Owner as standard and shall meet with their approval prior to ordering. Precast concrete curb stop stabilizing bases shall be approximately eight inches (8") in diameter and three inches (3") in height, with precast cut outs made to accept the service line in one direction and stabilize the curb stop in the other direction.

After each new buffalo box is set in the parkway, they shall be marked with a wooden stake and with a paint mark on the curb or sidewalk. The stake shall be driven into the backfill to a depth which will afford stability and shall stick up above grade at least two feet (2'). This will afford visual protection for others excavating in the area until the stakes can be removed by the landscaper.

All labor, workmanship, and installation procedures shall be in accordance with applicable sections of Section 41 of the "Standard Specifications for Water and Sewer Construction in Illinois".

Basis of Payment: This work shall be paid for at the Contract unit price per each for **BUFFALO BOX**, which price shall be payment in full for insulated curb stop, concrete curb stop stabilizing pad, and buffalo box. Restoration, service line, water service tap and granular backfill will be paid for under separate items of the Contract.

SPECIAL PROVISION

WATER SERVICE TAP

Description: This work shall consist of furnishing and installing new water service tap at the existing water main.

The new water service tap shall include a full circle stainless steel tapping saddle and at the location shown. The Contractor shall use a "core cutter" on both Ductile Iron and PVC water mains that is capable of removing the piece of water pipe that is cut out at each service. All cores shall be given to the Engineer to verify compliance with this requirement.

Installation: The contractor shall install 2" Tapping Sleeve and tap the existing water main at a 45° by "core cutting" the main. The corporation stop should be turned so that the T-handle will be on top. The service tap shall be completed in accordance with AWWA C-600 Section 4.8 and the applicable manufacturer's recommendations.

Materials: All fittings shall be of the type approved by the Owner, and in accordance with local plumbing codes. Saddles shall be full-circle, new, all stainless steel, Muller SS Series or Smith Blair No. 372 or approved equal.

Basis of Payment: This work shall be paid for at the Contract unit price per each for **WATER SERVICE TAP** of the size specified in the "Bidding Schedule", complete and in operation, which price shall be payment in full for tapping the existing main, corporation, and saddle. Restoration, service line, Buffalo Box and granular backfill will paid for under separate items of the Contract.

*** SPECIAL PROVISION ***

SELECTED GRANULAR BACKFILL, COMPACTED (CA-6)

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

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

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

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

Basis of Payment: This work will be paid for at the Contract unit price per cubic yard for **SELECTED GRANULAR BACKFILL, COMPACTED (CA-6)**, which price shall be payment in full for furnishing all granular materials, disposal of all surplus excavated materials and all work as included herein and further described in the Standard Specifications.

WM.16(Rev.)

SPECIAL PROVISION

NON-METALLIC SCHEDULE 40 ELECTRICAL CONDUIT IN TRENCH

Description: This work shall consist of furnishing and installing PVC conduit in trench as shown on the plans or as directed by the Engineer in accordance with the applicable portions of Section 810 of the standard Specifications.

Materials: All Non-Metallic Schedule 40 Electrical Conduit shall meet the requirements of ASTM D1785.

Installation: The Non-Metallic Schedule 40 Electrical Conduit shall be installed by trenching operation in accordance with Article 810.04(a) of the Standard Specifications at a depth of 24 to 30 inches below finished grade. Backfill material for trenches under or within 2 feet of pavement shall be fine aggregate in accordance with Section 1003.04 of the Standard Specifications and shall be included in the cost of this item. In non-paved areas, suitable excavated material may be used for backfilling trenches. Both excavated materials and fine aggregate backfill shall be deposited in 6 inch lifts and mechanically compacted to the satisfaction of the engineer in such a manner as not to disturb or damage the conduit.

Fittings: Any fittings required to change direction or couplings required to connect to dissimilar pipe materials shall be included in the cost of this item.

Basis of Payment: This work shall work will not be paid for at the Contract unit price per foot for **NON-METALLIC SCHEDULE 40 ELECTRICAL CONDUIT IN TRENCH**, of the size specified, which price shall be payment in full for all work specified herein, including any and all backfill and fittings, couplings or miscellaneous accessories.

SPECIAL PROVISION

NON-METALLIC SCHEDULE 40 ELECTRICAL CONDUIT DIRECTIONALLY BORED & PULLED

Description: This work shall consist of furnishing and directional boring & pulling PVC conduit as shown on the plans or as directed by the Engineer in accordance with the applicable portions of Section 810 of the standard Specifications.

Materials: All Non-Metallic Schedule 40 Electrical Conduit shall meet the requirements of ASTM D1785.

Installation: The Non-Metallic Schedule 40 Electrical Conduit shall be installed by directional boring operation in accordance with Article 810.04(c) of the Standard Specifications at a depth of 24 to 30 inches below finished grade.

Basis of Payment: This work shall work will not be paid for at the Contract unit price per foot for **NON-METALLIC SCHEDULE 40 ELECTRICAL CONDUIT DIRECTIONALLY BORED & PULLED**, of the size specified, which price shall be payment in full for all work specified herein, including any miscellaneous accessories.

*** SPECIAL PROVISION ***

UNCONTAMINATED SOIL CERTIFICATION

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

ADDENDUM NO. 2



Illinois Environmental Protection Agency

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

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

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

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

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

I. Source Location Information

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

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

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

209 Midway Drive _____

City: Willowbrook _____ State: IL _____ Zip Code: 60527 _____

County: DuPage _____ Township: Downers Grove _____

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

Latitude: 41.74786 _____ Longitude: -87.94932 _____

(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

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

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

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

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Willowbrook

Street Address: 835 Midway Drive

PO Box:

City: Willowbrook State: IL

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

Contact: AJ Passero

Email, if available: _____

Site Operator

Name: Village of Willowbrook

Street Address: 835 Midway Drive

PO Box:

City: Willowbrook State: IL

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

Contact: AJ Passero

Email, if available: _____

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

Uncontaminated Soil Certification**III. Basis for Certification and Attachments**

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

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

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

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

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

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

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

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

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

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

Garrett Gray, PE
Printed Name:

Garrett S. Gray
Licensed Professional Engineer or
Licensed Professional Geologist Signature:

May 18, 2023

Date:



PROPOSAL BID BOND

RETURN WITH BID

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: MIDWAY PARK – UTILITY
IMPROVEMENTS
PROJECT NO.: 23037(A)

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., 2023.

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

BY:

(Name of Surety)

(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., 2023.

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.	23037(A)

1. **PROPOSAL OF:** Martam Construction, Inc.

1200 Gasket Drive, Elgin, IL 60120

(Name and Address of Bidder)

for the improvement designated in Paragraph 2 below and consists of constructing new utilities for a future park development at Midway Park located at 209 Midway Drive, Willowbrook, Illinois. The proposed improvements include water service construction, sanitary sewer service & manhole installation, storm sewer & structure installation, electrical service installation, and street pavement restoration.

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

MIDWAY PARK - UTILITY 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 **August 11, 2023**, unless additional time is granted in accordance with the Specifications.

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

Five percent of bid amount.

(In Writing)

(5%).

(In Figures)

RETURN WITH BID

PROPOSAL, Cont'd.

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

RETURN WITH BID

PROPOSAL, Cont'd.

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

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	HMA Pavement Removal & Replacement, 6"	25 SQ YD	\$166.00	\$4,150.00
2	Sidewalk Removal	128 SQ FT	\$10.00	\$1,280.00
3	Temporary Pavement, 2"	3 TON	\$360.00	\$1,080.00
4	Catch Basin, 4' Dia., Type A, Type 1 Frame, Open Lid	4 EACH	\$4,620.00	\$18,480.00
5	Catch Basin, 2' Dia., Type C, Type 1 Frame, Open Lid	3 EACH	\$2,680.00	\$8,040.00
6	Yard Drain	1 EACH	\$1,460.00	\$1,460.00
7	Storm Sewer, Class B, Type 2, HDPE (ADS N-12), 4"	35 Foot	\$62.00	\$2,170.00
8	Storm Sewer, Class B, Type 2, PVC SDR26, 4"	50 Foot	\$62.00	\$3,100.00
9	Storm Sewer, Cass A, Type 1, RCP, 12"	195 FOOT	\$98.00	\$19,110.00
10	Storm Sewer, Class A, Type 2, RCP, 12"	280 FOOT	\$131.00	\$36,680.00
11	Storm Sewer, Class A, Type 1, RCP, 15"	190 FOOT	\$144.00	\$27,360.00
12	Catch Basins to be Adjusted	1 EACH	\$680.00	\$680.00
13	Connection to Existing Catch Basin, 12"	2 EACH	\$1,280.00	\$2,560.00
14	Connection to Existing Catch Basin, 15"	1 EACH	\$1,460.00	\$1,460.00
15	Sanitary Sewers PVC SDR26, (Pressure Pipe), 6"	310 FOOT	\$116.00	\$35,960.00
16	Sanitary Manhole, Type A	2 EACH	\$5,460.00	\$10,920.00
17	Sanitary Sewer, Cleanout, 6"	2 EACH	\$880.00	\$1,760.00
18	Connection to Existing Sanitary Sewer	1 EACH	\$1,680.00	\$1,680.00
19	Water Service, Line, 2"	260 FOOT	\$58.00	\$15,080.00
20	Buffalo Box	1 EACH	\$650.00	\$650.00
21	Water Service Tap, 2"	1 EACH	\$5,600.00	\$5,600.00
22	Select Granular Backfill, Compacted (CA-6)	115 CU YD	\$56.00	\$6,440.00
23	Non Metallic Schedule 40 Electrical Conduit in Trench, 4"	360 FOOT	\$46.00	\$16,560.00
S U B - T O T A L				\$222,260.00

RETURN WITH BID

PROPOSAL, Cont'd.

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

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
SUB-TOTAL BROUGHT FORWARD.....				\$222,260.00
24	Non Metallicac Schedule 40 Electrical Conduit Directionally Bored & P	60 FOOT	\$68.00	\$4,080.00
25	Traffic Control and Protection	1 LSUM	\$20,000.00	\$20,000.00
				Foot
				Foot
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$246,340.00

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: MIDWAY PARK – UTILITY
IMPROVEMENTS
PROJECT NO.: 23037(A)

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).

RETURN WITH BID

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

Corporate Name **Martam Construction, Inc.**

Signed By _____
Robert Kutrovatz, President

Business Address **1200 Gasket Drive**
Elgin, IL 60120

Phone Number **847-608-6800**

Federal Tax ID # 36-2779904

DUNS #: 36-3770004

Journal of Numerical Sci.

Rebels

• Jerry

Robert Kurovatz

Jerry Kurovatz

Tony Geschke

Jerry Kurovatz, Secretary

(S E A L)

CONTRACT

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

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

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

MIDWAY PARK - UTILITY 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

By: _____
Frank A. Trilla, Mayor

(S E A L)

Party of the Second Part:

Martam Construction, Inc.
(Corporate Name)

Jerry Kutowatz, Secretary

By: _____
Robert Kutowatz, President

(S E A L)

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, 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 **Two Hundred Forty-Six Thousand - Three Hundred and Forty Dollars 00/100 Dollars (\$246,340.00)** 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:

MIDWAY PARK - UTILITY 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 _____, 2023.

ATTEST:

Jerry Kutowatz, Secretary

(S E A L)

Corporate
Name Martam Construction, Inc.

By _____

Robert Kutowatz, President

Surety _____
(Attorney-In-Fact)
Address _____

STATE OF ILLINOIS] SS
COUNTY OF _____

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

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

(Notary Public)

STATE OF ILLINOIS] SS
COUNTY OF _____

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

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

(Notary Public)

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

VILLAGE OF WILLOWBROOK
(Owner)

ATTEST: By _____
Frank A. Trilla, Mayor

Deborah H. Hahn, Clerk

(MUNICIPAL SEAL)

RESOLUTION NO. 23-R-_____**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING
THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT
TO MARTAM CONSTRUCTION, INC. FOR MIDWAY PARK GRADING
IMPROVEMENTS PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) publicly advertised for bids for the Midway Park Grading Improvements Project (the “Project”); and

WHEREAS, the sealed bids received were publicly opened, examined and declared by officials of the Village on July 5, 2023 at 10:00 a.m.; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder for the Project, at a cost not to exceed Two Hundred Forty-Five Thousand Four Hundred Thirty-Three and 75/100ths Dollars (\$245,433.75), is Martam Construction, Inc.

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 Martam Construction, Inc.’s bid to be the lowest responsible bid for the Midway Park Grading Improvements Project.

SECTION 3: Award of Contract.

Martam Construction, Inc. is hereby awarded a contract for the afore-referenced Project at a cost not to exceed Two Hundred Forty-Five Thousand Four Hundred Thirty-Three and 75/100ths Dollars (\$245,433.75), as set forth in its bid proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

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

SECTION 5: Effective Date.

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

PASSED and APPROVED this 10th day of July, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”
Contract

VILLAGE OF WILLOWBROOK DuPAGE COUNTY, ILLINOIS

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

FOR

MIDWAY PARK - GRADING IMPROVEMENTS

Prepared By:

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

Project No. 23037(B)

June 2023

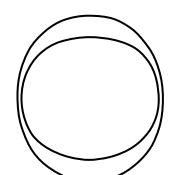
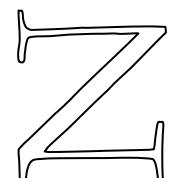
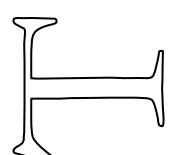
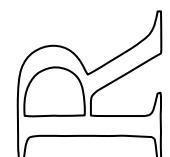
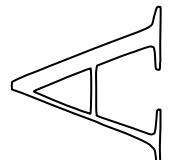
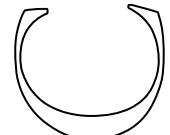
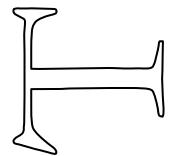


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NOTICE TO CONTRACTORS

Owner:	VILLAGE OF WILLOWBROOK
Township:	DOWNERS GROVE
County:	DuPAGE
Project No.	23037(B)

I. TIME AND PLACE OF OPENING OF BIDS:

Sealed Proposals for the improvement described herein will be received at the office of the Village Clerk, and shall be addressed: **ATTN: BID PROPOSAL, Village Clerk, Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527.** Sealed Proposals will be received until **10:00 a.m., on the 5th day of July 2023,** and will be publicly opened and read at that time.

II. DESCRIPTION OF WORK:

The proposed work is officially known as:

MIDWAY PARK - GRADING IMPROVEMENTS

and consists of grading improvements for a park development at Midway Park located at 209 Midway Drive, Willowbrook, Illinois. The proposed grading improvements will take place in 2 separate operations and include construction fence installation, soil erosion and control measure installations, topsoil excavation & placement, mass grading, disposal of surplus material, temporary seeding, and final grading.

III. INSTRUCTIONS TO BIDDERS:

A. All applicable work will be in conformance with the "Standard Specifications for Road and Bridge Construction", dated January 1, 2022.

B. Plans and proposal forms are available for download only from QuestCDN via the Novotny Engineering website, <http://novotnyengineering.com>, "Bidding" tab, for a non-refundable charge of \$40.00. Please contact Novotny Engineering (630-887-8640) to obtain the QuestCDN password.

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

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

NOTICE TO CONTRACTORS, Cont'd.

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

IV. AWARD CRITERIA AND REJECTION OF BIDS:

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

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

Deborah A. Hahn (s)
Village Clerk

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SPECIAL PROVISION

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

PREQUALIFICATION OF BIDDERS

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

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

AFFIDAVIT

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

"STATEMENT OF EXPERIENCE" REQUIREMENT

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

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

SPECIAL PROVISION

SUBMITTING BID DOCUMENTS

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

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

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

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

MAN.5(Rev.)07/2016

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

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

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

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

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

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

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

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

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

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future Contracts or 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 American as applicable. The Contractor, Engineer, and Owner shall each be responsible for his own respective agents and employees. Neither the Engineer nor Owner have the authority to stop work should the Contractor be in violation of State and Federal Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

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CONTRACT

1. **THIS AGREEMENT**, made and concluded the _____ day of _____, 2023, between the Village of Willowbrook acting by and through the Mayor and Village Council as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.
2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny & Associates, Inc., dba Novotny Engineering, and designated as **MIDWAY PARK – GRADING 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** _____

Deborah A. Hahn , Clerk
(S E A L)

By _____
Title _____ Frank A. Trilla, Mayor _____

Party of the Second Part

Secretary
(Corporate Seal)

(If a Corporation)
Corporate
Name _____

By _____
President
(If a Co-Partnership)

(SEAL)
(SEAL)

Partners doing Business under the name

of _____

(If an Individual)

(SEAL)

(SAMPLE)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

ss

COUNTY OF _____

City # _____

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____

to furnish _____

for the premises known as _____

of which _____ is the Owner.

The undersigned, for and in consideration of _____

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

Given under _____ hand _____ and seal _____

this _____ day of _____, 2023.

Signature and Seal: _____

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

ss

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____

of the _____

who is the Contractor of the _____ work on the

building located at _____

owned by _____.

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

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

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

Signed this _____ day of _____, 2023.

Signature _____

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

SPECIAL PROVISION

INSURANCE PROVISIONS

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

Hold Harmless Provisions

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

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

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

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

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

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

Insurance

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

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

A. Minimum Limits of Insurance

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

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

1. Contractors-

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

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

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

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

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

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

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

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

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

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

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

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

B. Contractor's Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

SPECIAL PROVISION

INSURANCE PROVISIONS, Cont'd.

E. Verification of Coverage

1. Contractor's Insurance:

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

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

F. Subcontractors

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

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

“SAMPLE”

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)

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

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

PRODUCER	FULLY COMPLETED	CONTACT			
		NAME: (A/C, No, Ext):	PHONE	(A/C, NO):	FAX
INSURED	FULLY COMPLETED	ADDRESS:	INSURERS AFFORDING COVERAGE		NAIC #
		Insurer A: Name of Insurance Company	Insurer B: Name of Insurance Company	Insurer C: Name of Insurance Company	Insurer D: Name of Insurance Company

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

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS <i>All Units in Thousands</i>		
							EACH OCCURRENCE	\$ 1,000	
	GENERAL LIABILITY CG0001 ■ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100	
	□□ CLAIMS MADE ■ OCCUR						MED EXP (Any one person)	\$ 10	
	□ GEN. AGGREGATE LIMIT APPLIES PER: □ POLICY ■ PROJECT □ LOC						PERSONAL & ADV INJURY	\$ 1,000	
							GENERAL AGGREGATE	\$ 2,000	
							PRODUCT-COMP/OP AGG	\$ 2,000	
	AUTOMOBILE LIABILITY CA0001 ■ ANY AUTO □ SCHEDULED ■ ALL OWNED AUTOS □ NON-OWNED AUTOS ■ HIRED AUTOS □						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
	□ UMBRELLA LIAB ■ OCCUR						EACH OCCURRENCE	\$ 2,000	
	□ EXCESS LIAB □ CLAIMS MADE						AGGREGATE	\$ 2,000	
	□ DED □ RETENTION \$							\$	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				■ WC STATUTORY LIMITS		OTHER
							E.L. EACH ACCIDENT	\$ 1,000	
							E.L. DISEASE- EA EMPLOYEE	\$ 1,000	
							E.L. DISEASE-POLICY LIMIT	\$ 1,000	
	Other								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

OWNER: **VILLAGE OF WILLOWBROOK** PROJECT DESCRIPTION: **MIDWAY PARK - GRADING 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).

CERTIFICATE HOLDER ■ Additional Insured, Insurer Letter: _____	CANCELLATION
OWNER (Including its officials, employees and volunteers) and FRANK NOVOTNY & ASSOCIATES, INC. dba NOVOTNY ENGINEERING (Including its agents and employees)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

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

OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
ORNAMENTAL IRON WORKER	E	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		49.85	52.84	1.5	1.5	2.0	2.0	12.10	21.48	0.00	1.09	
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99	
SHEETMETAL WORKER	All	BLD		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59	2.54
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75	
STEEL ERECTOR	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRAFFIC SAFETY WORKER II	All	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRUCK DRIVER	All	ALL	1	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

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

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

SUPPLEMENTAL SPECIFICATIONS

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502	Excavation for Structures	7
509	Metal Railings	8
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RECURRING SPECIAL PROVISIONS



Check Sheet for Recurring Special Provisions

Local Public Agency

Village of Willowbrook

County

DuPage

Section Number

Check this box for lettings prior to 01/01/2023.

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

Recurring Special Provisions

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	

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

Local Roads And Streets Recurring Special Provisions

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

BDE SPECIAL PROVISIONS
For the April 28, 2023 and June 16, 2023 Lettings

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

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

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

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

The following special provisions have been deleted from use.

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

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

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

*** SPECIAL PROVISION ***

GENERAL

Scope of Work: This project consists of grading improvements for a park development at Midway Park located at 209 Midway Drive, Willowbrook, Illinois. The proposed grading improvements will take place in 2 separate operations and include construction fence installation, soil erosion and control measure installations, topsoil excavation & placement, mass grading, disposal of surplus material, temporary seeding, and final grading.

The contractor is hereby advised that the Village of Willowbrook will be bidding out separate contracts for utility improvements, park improvements, and permeable paver parking lot improvements at this same site. Details on construction phasing are provided on sheet "4" of the plans. Special attention is drawn to article 105.06 of the Standard Specifications, which requires cooperation between contractors. Each contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. In the case of dispute, a meeting will be held with the owners, the engineer and all contractors involved. The owner and engineer shall act as referee and their decision shall be final and binding on all.

The grading improvements included in this contract shall be completed in two (2) separate operations as detailed on sheet 4 of the plans. The contractor will not be paid for a separate mobilization for the second operation. Instead all mobilization costs should be taken into consideration into the contractors bid.

At all times, areas under construction shall be properly barricaded and protected to insure maximum safety. Traffic Control Standards and Special Provisions included in these bid documents shall be strictly enforced during applicable stages of construction.

Execution and Prosecution of the Contract: This project is expected to be awarded on **July 10, 2023**, at the regularly scheduled Village Board meeting.

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

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

Completion Parameters:

1. **Grading improvements Part 1**, this work includes Part 1 of the Grading Improvements and includes all work specified in Phase 2 of the "Midway Park Construction Phasing" found on Sheet 4 of the plan. To keep all park construction on schedule, it is the villages intention to complete this Phase by August 25, 2023.
2. **Grading Improvements Part 2**, this work includes Part 2 of the Grading Improvements and includes all work specified in Phase 5 of the "Midway Park Construction Phasing" found on Sheet 4 of the plans. To keep all park construction on schedule, it is the villages intention to complete this Phase by November 15, 2023.

*** SPECIAL PROVISION ***

GENERAL, Cont'd.

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

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

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

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

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

****SPECIAL PROVISION****

TREE PROTECTION

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

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

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

*** SPECIAL PROVISION ***

STABILIZED CONSTRUCTION ENTRANCE

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

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

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

*** SPECIAL PROVISION ***

EARTH EXCAVATION

Description: All earthwork operations associated with this project shall be conducted in accordance with Section 200 of the Standard Specifications, except the following provisions shall be complied with.

This work shall consist of furnishing all labor and equipment necessary for excavating and rough grading the entire site to 4" below finished grad as shown on the overall grading plan.

The Contractor must exercise care to only remove the material required for the new construction. No compensation will be allowed for over-digging. If the Contractor removes materials in excess of that required, he will be responsible for bringing in material to achieve proper grade at his own expense.

Excavation for the specific components of the "Park Improvements" and "Permeable Pave Parking Lot" such as concrete pavements & curbs, foundations, footings and permeable paver installation will be completed by others under separate contracts.

Basis of Payment: This work will be paid for at the Contract unit price per cubic yard for **EARTH EXCAVATION**, which price shall include all excavation, grading, removal and disposal of all materials off-site, and all work specified herein and in accordance with the Standard Specifications.

***SPECIAL PROVISION ***

CONSTRUCTION FENCE

Description: This work shall consist of temporarily erecting a construction fence around the perimeter of the site as shown on the Plans, for the purposes of securing the site. This item shall also include removing the fence upon completion of all work.

Construction: The Contractor will provide a temporary, free-standing six foot (6') chain link fence with a support system that provides a stable platform for the fencing. The construction fence shall include a gate at the site entrance and shall remain in place for the duration of construction, or as directed by the Engineer.

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

*** SPECIAL PROVISION ***

SWPP INSPECTIONS

Description: This work shall consist of providing Stormwater Pollution Prevention Plan (SWPPP) inspections as detailed in the plans, for the purpose of fulfilling the obligations of the SWPPP Permit with the IEPA.

Construction: The General Contractor shall provide qualified personnel to perform the SWPPP inspections as detailed in Section 4 of the SWPPP, which is found on Sheet 6 of the Plans. This work shall also include the preparation of any inspection sheets, reports or incidences of noncompliance.

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

*** SPECIAL PROVISION ***

MAINTENANCE OF EXISTING EROSION CONTROL MEASURES

Description: This work shall consist of repairing any existing silt fence or inlet filters that were installed in a previous phase of the site work at this location.

Basis of Payment: For bidding purposes, this item shall be estimated at a fixed amount of \$5,000.00 as indicated in the Proposal Section. Payment for this item will be only be made at the direction of the Engineer and will be done on a time and material basis as described in Article 109.04 of the Standard Specifications for Road and Bridge Construction.

SPECIAL PROVISION

CASH ALLOWANCE:

Description: This work item is an allowance established by the owner to be able to address Unforeseen Work Items that may develop in an efficient manner.

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

Basis of Payment: For bidding purposes, this item shall be estimated at a cash allowance amount of \$10,000.00 as indicated in the Proposal Section. Payment for this item will be only be made at the direction of the Engineer and will be done on a time and material basis as described in Article 109.04 of the Standard Specifications for Road and Bridge Construction.

*** SPECIAL PROVISION ***

UNCONTAMINATED SOIL CERTIFICATION

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

ADDENDUM NO. 2

PROPOSAL BID BOND

RETURN WITH BID

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: MIDWAY PARK – GRADING
IMPROVEMENTS
PROJECT NO.: 23037(B)

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., 2023.

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

BY:

(Name of Surety)

(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., 2023.

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.	23037(B)

1. PROPOSAL OF: Martam Construction, Inc.

1200 Gasket Drive, Elgin, IL 60120

(Name and Address of Bidder)

for the improvement designated in Paragraph 2 below and consists of grading improvements for a park development at Midway Park located at 209 Midway Drive, Willowbrook, Illinois. The proposed grading improvements will take place in 2 separate operations and include construction fence installation, soil erosion and control measure installations, topsoil excavation & placement, mass grading, disposal of surplus material, temporary seeding, and final grading.

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:

MIDWAY PARK - GRADING 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 15, 2023**, unless additional time is granted in accordance with the Specifications.

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

Five percent of bid amount.

(In Writing)

(5%).

(In Figures)

RETURN WITH BID

PROPOSAL, Cont'd.

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

RETURN WITH BID

PROPOSAL, Cont'd.

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

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Tree Protection	1 EACH	\$265.00	\$265.00
2	Tree Removal (6" to 15" Units Diameter)	35 U.D.	\$120.00	\$4,200.00
3	Inlet Filters	8 EACH	\$205.00	\$1,640.00
4	Stabilized Construction Entrance	1 EACH	\$4,000.00	\$4,000.00
5	Perimeter Erosion Barrier	1,295 FOOT	\$3.40	\$4,403.00
6	Topsoil Excavation and Placement	730 CU YD	\$23.50	\$17,155.00
7	Earth Excavation	4,575 CU YD	\$37.75	\$172,706.25
8	Temporary Erosion Control Seeding	1,000 LB	\$3.60	\$3,600.00
9	Construction Fence	1,365 FOOT	\$7.30	\$9,964.50
10	SWPPP Inspections	1 L SUM	\$6,500.00	\$6,500.00
11	Cash Allowance	1 L SUM	<u>\$5,000.00</u>	<u>\$5,000.00</u>
12	Maintenance of Existing Erosion Control Measures	1 L SUM	<u>\$10,000.00</u>	<u>\$10,000.00</u>
13	Insurance Provisions - Complete	1 L SUM	\$6,000.00	\$6,000.00
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$245,433.75

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: MIDWAY PARK – GRADING
IMPROVEMENTS
PROJECT NO.: 23037(B)

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).

RETURN WITH BID

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

Corporate Name **Martam Construction, Inc.**

Signed By Robert Kutrovatz, President

Business Address **1200 Gasket Drive**
Elgin, IL 60120

Phone Number **847-608-6800**

Federal Tax ID # 36-2779904

DUNS #: 36-2779904

Insert Names of Officers:

Robert Kurovatz

Jerry Kurovatz

Jerry Kurovatz, Secretary

(S E A L)

CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, 2023, between the **Village of Willowbrook**, acting by and through the Mayor and Board of Trustees, known as the party of the first part, and _____, 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:

MIDWAY PARK - GRADING 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

By: _____
Frank A. Trilla, Mayor

(S E A L)

Party of the Second Part:

Martam Construction, Inc.
(Corporate Name)

Jerry Kutowatz, Secretary

By: _____
Robert Kutowatz, President

(S E A L)

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, 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 **Two Hundred Forty-Five Thousand - Four Hundred and Thirty-Three and 75/100 Dollars (\$245,433.75)** lawful money of the United States, well and truly to be paid unto said Village of Willowbrook, for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents.

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

MIDWAY PARK - GRADING 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 _____, 2023.

ATTEST:

Jerry Kutowatz, Secretary

(S E A L)

Corporate
Name Martam Construction, Inc.

By _____

Robert Kutowatz, President

Surety _____
(Attorney-In-Fact)
Address _____

STATE OF ILLINOIS] **ss**
COUNTY OF _____

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

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

(Notary Public)

STATE OF ILLINOIS] **ss**
COUNTY OF _____

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

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

(Notary Public)

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

VILLAGE OF WILLOWBROOK
(Owner)

ATTEST: By _____
Frank A. Trilla, Mayor

Deborah H. Hahn, Clerk

(MUNICIPAL SEAL)