

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 13, 2023 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OATH OF OFFICE
 - i. Officer Peter Delgado
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting October 23, 2023
(APPROVE)
 - c. Warrants \$562,663.68
 - d. RESOLUTION NO. _____ - A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER(ADOPT)
 - e. RESOLUTION NO. _____ - A RESOLUTION APPOINTING THE VILLAGE ADMINISTRATOR TO SERVE AS THE PLAN COORDINATOR FOR THE VILLAGE'S MISSION SQUARE RETIREMENT DEFERRED COMPENSATION PLAN, AND APPOINTING THE VILLAGE CHIEF FINANCIAL OFFICER ("CFO") TO SERVE AS THE TRUSTEE FOR THE VILLAGE'S RETIREMENT HEALTH SAVINGS PLAN
(ADOPT)
 - f. PUBLIC WORKS EQUIPMENT - TOOL CAT
 - i. MOTION - MOTION TO AUTHORIZE A BUDGET AMENDMENT TO EFFECT THE PURCHASE OF A BOBCAT UW56 TOOL CAT (PASS)
 - ii. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) NEW BOBCAT MODEL UW56 TOOL CAT, PLUS ACCESSORIES, AT A TOTAL COST NOT TO EXCEED \$103,192.01 (ADOPT)

- g. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE TRI-STATE FIRE PROTECTION DISTRICT FOR ACCESS TO THE VILLAGE PERMIT SYSTEM (ADOPT)

NEW BUSINESS

7. RESOLUTION NO. _____ - A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH UTILITY DYNAMICS CORPORATION FOR THE 2023 ADAMS STREET LED LIGHTING IMPROVEMENTS PROJECT (ADOPT)
8. MOTOR FUEL TAX APPROPRIATION PURCHASE
- i. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE SUM OF \$92,000.00 OF MOTOR FUEL TAX FUNDS (ADOPT)
- ii. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2023/2024 WINTER SEASON (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, OCTOBER 23, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Chief Financial Officer Lora Flori.

PRESENT VIA ZOOM: Village Attorney Thomas Bastian

A QUORUM WAS DECLARED

PRESENT VIA ZOOM: Trustee Gregory Ruffolo

- a. MOTION - Motion to Allow Trustee Ruffolo to Attend the Meeting Remotely. (PASS)

MOTION: Made by Trustee Neal and seconded by Trustee Davi to allow Trustee Ruffolo to attend the meeting remotely.

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

MOTION DECLARED CARRIED

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. OATH OF OFFICE

- i. Deputy Chief of Police Gerard Wodka

Chief Kaspar introduced the new Deputy Chief of Police, Gerard Wodka, provided a brief review of his background, and offered her welcome to the Village.

Clerk Hahn had the honor of swearing in the new Deputy Chief of Police. Mayor Trilla congratulated Deputy Chief Wodka and thanked his family and friends for attending the meeting to witness the swearing in ceremony. The Deputy Chief introduced his family and thanked all the family and friends that attended the meeting.

5. VISITORS' BUSINESS

Ms. Hoffman, a fifty-year resident at 7831 Clarendon Hills Road, attended the meeting. Ms. Hoffman had concerns about the high cost of her water bill, flooding of her yard due to a neighbor's sump pump discharge, harassment by a Village inspector over the trapping of nuisance animals, and a neighbor's tree encroaching on her property and damaging her home.

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 October 9, 2023 (APPROVE)
- c. Minutes - Board of Trustees Regular Meeting October 9, 2023 (APPROVE)
- d. Warrants \$989,208.98
- e. RESOLUTION NO. 23-R-68- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (ADOPT)
- f. ORDINANCE NO. 23-O-21- AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING SECTION 11-3-1 ENTITLED "TAX REQUIRED; AMOUNT", AND 11-3-3 ENTITLED "DEFINITIONS", OF CHAPTER 3 ENTITLED "MUNICIPAL HOTEL TAX", OF TITLE 11 ENTITLED "TAXES", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS (PASS)
- g. ORDINANCE NO. 23-O-22- AN ORDINANCE AMENDING TITLE 6, CHAPTER 6, SECTION 6-6-3 (A)(3) AND SECTION 6-6-3 (B)(1) OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

There is no new business this evening.

PRIOR BUSINESS

7. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

8. ATTORNEY'S REPORT

Attorney Bastian had no report but mentioned that it was nice to see everyone.

9. CLERK'S REPORT

Clerk Hahn had no report.

10. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

11. MAYOR'S REPORT

Mayor Trilla had no report.

12. EXECUTIVE SESSION

There was no executive session this evening.

13. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adjourn the Regular Meeting at the hour of 6:56 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2023.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

November 13, 2023

GENERAL CORPORATE FUND	-----	\$	325,232.45
WATER FUND	-----	\$	189,616.59
CAPITAL PROJECT FUND	-----	\$	38,606.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	9,208.64
TOTAL WARRANTS	-----	\$	562,663.68

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
10/25/2023	APCH	101015	DUPAGE CNTY CHIEFS OF POL.ASSN.	FEES/DUES/SUBSCRIPTIONS	630-307	30	275.00
10/25/2023	APCH	101016	MARRIOTT THEATRE	ACTIVE ADULT PROGRAM	590-517	20	546.00
10/25/2023	APCH	101017	MARRIOTT THEATRE	PREPAID EXPENDITURES	190-101	00	210.00
10/25/2023	APCH	101018	THE GARDEN CLUB OF DOWNERS GROVE	ACTIVE ADULT PROGRAM	590-517	20	220.00
10/26/2023	APCH	336 (E) *#	WEX BANK	FUEL/MILEAGE/WASH	455-303	10	227.52
				FUEL/MILEAGE/WASH	630-303	30	6,418.75
				FUEL/MILEAGE/WASH	710-303	35	1,168.76
				FUEL/MILEAGE/WASH	810-303	40	2.00
				CHECK APCHK 336(E) TOTAL FOR FUND 01:			7,817.03
11/13/2023	APCH	101019	AARP	ACTIVE ADULT PROGRAM	590-517	20	370.00
11/13/2023	APCH	101020	ADMINISTRATIVE CONSULTING SPECIA	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
11/13/2023	APCH	101021	AHEAD OF OUR TIME PUBLISHING INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	500.00
11/13/2023	APCH	101022	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	25,035.20
11/13/2023	APCH	101023	APEX LANDSCAPING, INC.	STREET IMPROVEMENTS	765-685	35	3,943.75
11/13/2023	APCH	101024	ARROWHEAD SCIENTIFIC INC	OPERATING EQUIPMENT	630-401	30	311.93
11/13/2023	APCH	101025#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	173.34
				PHONE - TELEPHONES	630-201	30	1,947.14
				TELEPHONES	710-201	35	296.33
				CHECK APCHK 101025 TOTAL FOR FUND 01:			2,416.81
11/13/2023	APCH	101026	AXON ENTERPRISE, INC	FIRING RANGE	630-245	30	281.75
				FIRING RANGE	630-245	30	281.75
				CHECK APCHK 101026 TOTAL FOR FUND 01:			563.50
11/13/2023	APCH	101027	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	1,300.00
11/13/2023	APCH	101028	BILL REMKUS	BUILDING PERMITS	310-401	00	1,000.00
11/13/2023	APCH	101029*#	BS & A SOFTWARE	EDP LICENSES	615-263	25	13,754.00
11/13/2023	APCH	101030	CAR REFLECTIONS	MAINTENANCE - BUILDING	630-228	30	630.00
11/13/2023	APCH	101031	CARROLL CONSTRUCTION SUPPLY	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	542.92
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	449.08
				CHECK APCHK 101031 TOTAL FOR FUND 01:			992.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/13/2023	APCH	101032	CASE LOTS, INC	MAINTENANCE	725-410	35	589.00
				MAINTENANCE	725-410	35	476.10
				CHECK APCHK 101032 TOTAL FOR FUND 01:			1,065.10
11/13/2023	APCH	101033	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40	645.50
				ENGINEERING SERVICES	820-262	40	789.20
				CHECK APCHK 101033 TOTAL FOR FUND 01:			1,434.70
11/13/2023	APCH	101034	CIVIC PLUS	INTERNET/WEBSITE HOSTING	460-225	10	1,523.66
11/13/2023	APCH	101035#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	640-225	30	235.71
				INTERNET/WEBSITE HOSTING	715-225	35	344.85
				CHECK APCHK 101035 TOTAL FOR FUND 01:			580.56
11/13/2023	APCH	101036	COMED	ENERGY - STREET LIGHTS	745-207	35	428.83
				ENERGY - STREET LIGHTS	745-207	35	611.30
				ENERGY - STREET LIGHTS	745-207	35	44.34
				ENERGY - STREET LIGHTS	745-207	35	521.72
				CHECK APCHK 101036 TOTAL FOR FUND 01:			1,606.19
11/13/2023	APCH	101040	EVT TECH	MAINTENANCE - BUILDING	630-228	30	3,414.90
11/13/2023	APCH	101041*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35	12,970.00
				STREET IMPROVEMENTS	765-685	35	8,455.00
				STREET IMPROVEMENTS	765-685	35	2,600.00
				CHECK APCHK 101041 TOTAL FOR FUND 01:			24,025.00
11/13/2023	APCH	101042#	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	466-228	10	388.00
				MAINTENANCE	725-410	35	2,315.76
				CHECK APCHK 101042 TOTAL FOR FUND 01:			2,703.76
11/13/2023	APCH	101043*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	15,328.38
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	90.30
				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	2,594.18
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	35,670.01

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,841.87
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	5,876.09
				CHECK APCHK 101043 TOTAL FOR FUND 01:			69,420.18
11/13/2023	APCH	101044	H AND R CONSTRUCTION INC.	STREET IMPROVEMENTS	765-685	35	800.00
11/13/2023	APCH	101045	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10	4,725.00
11/13/2023	APCH	101046*#	HINSDALE NURSERIES, INC.	STREET IMPROVEMENTS	765-685	35	4,945.00
				STREET IMPROVEMENTS	765-685	35	310.00
				CHECK APCHK 101046 TOTAL FOR FUND 01:			5,255.00
11/13/2023	APCH	101047	HOLLY SINE-RAMSDELL	ACTIVE ADULT PROGRAM	590-517	20	350.00
11/13/2023	APCH	101049	HOUSEAL LAVIGNE ASSOCIATES LLC	SPECIAL PROJECTS	810-305	40	5,953.69
				SPECIAL PROJECTS	810-305	40	13,092.50
				CHECK APCHK 101049 TOTAL FOR FUND 01:			19,046.19
11/13/2023	APCH	101050	IL ASSN. CHIEFS OF POLICE	FEES/DUES/SUBSCRIPTIONS	630-307	30	115.00
11/13/2023	APCH	101051	INT ASSN ARSON INVSTGRS INC	FEES/DUES/SUBSCRIPTIONS	630-307	30	133.00
11/13/2023	APCH	101052	J.P. COOKE CO.	PRINTING & PUBLISHING	630-302	30	76.50
11/13/2023	APCH	101053#	KEVRON PRINTING & DESIGN INC	OFFICE SUPPLIES	610-301	25	206.31
				PRINTING & PUBLISHING	810-302	40	559.35
				CHECK APCHK 101053 TOTAL FOR FUND 01:			765.66
11/13/2023	APCH	101054*#	KLOEPFER CONSTRUCTION, INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,500.00
11/13/2023	APCH	101055#	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 101055 TOTAL FOR FUND 01:			600.00
11/13/2023	APCH	101056*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,540.00
11/13/2023	APCH	101057	LAW ENFORCEMENT RECORDS MNGRS IL	FEES/DUES/SUBSCRIPTIONS	630-307	30	40.00
				FEES/DUES/SUBSCRIPTIONS	630-307	30	40.00
				FEES/DUES/SUBSCRIPTIONS	630-307	30	125.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
CHECK APCHK 101057 TOTAL FOR FUND 01:							205.00
11/13/2023	APCH	101058	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	19,763.78
				FEES - VILLAGE ATTORNEY	470-239	10	1.70
				FEES - VILLAGE ATTORNEY	470-239	10	17.50
				FEES - VILLAGE ATTORNEY	470-239	10	451.00
				FEES - VILLAGE ATTORNEY	470-239	10	1,654.88
CHECK APCHK 101058 TOTAL FOR FUND 01:							21,888.86
11/13/2023	APCH	101059	LIVING WATERS CONSULTANTS	CONTINGENCIES	490-799	10	583.52
11/13/2023	APCH	101060	METROPOLITAN MAYORS CAUCUS	FEES/DUES/SUBSCRIPTIONS	410-307	05	415.62
11/13/2023	APCH	101061	MOBILE PRO SYSTEMS	CONTINGENCIES	490-799	10	49,813.50
11/13/2023	APCH	101063	NCPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	32.00
11/13/2023	APCH	101064	NICOR GAS	NICOR GAS (825 MIDWAY)	570-235	20	88.57
11/13/2023	APCH	101065	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	35.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	400.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	650.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	600.00
CHECK APCHK 101065 TOTAL FOR FUND 01:							1,685.00
11/13/2023	APCH	101066	ORBIS SOLUTIONS	EDP EQUIPMENT/SOFTWARE	715-212	35	820.00
11/13/2023	APCH	101067	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30	110.99
11/13/2023	APCH	101069	POWERDMS INC	EDP LICENSES	640-263	30	4,289.32
11/13/2023	APCH	101070	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	138.90
				OPERATING EQUIPMENT	630-401	30	458.97
				OPERATING EQUIPMENT	630-401	30	1,637.52
CHECK APCHK 101070 TOTAL FOR FUND 01:							2,235.39
11/13/2023	APCH	101071#	READY REFRESH	WELLNESS	480-276	10	176.38
				OPERATING EQUIPMENT	630-401	30	90.22
				CHECK APCHK 101071 TOTAL FOR FUND 01:			
11/13/2023	APCH	101072	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	123.02
11/13/2023	APCH	101073	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,674.40

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	3,513.90
				CHECK APCHK 101073 TOTAL FOR FUND 01:			5,188.30
11/13/2023	APCH	101074	SECRETARY OF STATE	MAINTENANCE - VEHICLES	630-409	30	151.00
11/13/2023	APCH	101076*#	TAMELING GRADING	STREET IMPROVEMENTS	765-685	35	1,320.00
11/13/2023	APCH	101077	TAMELING INDUSTRIES	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	67.32
				STREET IMPROVEMENTS	765-685	35	2,522.64
				STREET IMPROVEMENTS	765-685	35	153.83
				STREET IMPROVEMENTS	765-685	35	883.80
				STREET IMPROVEMENTS	765-685	35	75.60
				CHECK APCHK 101077 TOTAL FOR FUND 01:			3,703.19
11/13/2023	APCH	101078	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	100.00
				ELEVATOR INSPECTION	830-117	40	172.00
				CHECK APCHK 101078 TOTAL FOR FUND 01:			272.00
11/13/2023	APCH	101079	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
11/13/2023	APCH	101080	TKB ASSOCIATES INC	COPY SERVICE	810-315	40	3,451.40
11/13/2023	APCH	101081	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
11/13/2023	APCH	101083	UNDERGROUND PIPE & VALVE, CO.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	450.00
11/13/2023	APCH	101084	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,400.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,400.00
				STREET IMPROVEMENTS	765-685	35	2,400.00
				CHECK APCHK 101084 TOTAL FOR FUND 01:			7,200.00
11/13/2023	APCH	101085	WAREHOUSE DIRECT, INC.	OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	243.96
11/13/2023	APCH	101086	WESTERN FIRST AID & SAFETY	MAINTENANCE - BUILDING	630-228	30	83.42
11/13/2023	APCH	101087	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
11/13/2023	APCH	101088#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	35.00
				SCHOOLS/CONFERENCES/TRAVEL	410-304	05	35.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	35.00
				SCHOOLS/CONFERENCES/TRAVEL	550-304	20	35.00
				CHAMBER DIRECTORY	435-319	53	3,000.00
				CHECK APCHK 101088 TOTAL FOR FUND 01:			3,140.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/13/2023	APCH	337(E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	410-301	05	13.59
				OFFICE SUPPLIES	455-301	10	245.51
				COMMUNITY EVENTS	585-522	20	372.92
				OPERATING EQUIPMENT	630-401	30	665.82
				COMMODITIES	670-331	30	40.64
				OFFICE SUPPLIES	810-301	40	143.15
				CHECK APCHK 337(E) TOTAL FOR FUND 01:			1,481.63
				Total for fund 01 GENERAL FUND			325,232.45

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
10/26/2023	APCH	336 (E) *#	WEX BANK	FUEL/MILEAGE/WASH	401-303	50	719.85
11/13/2023	APCH	101029*#	BS & A SOFTWARE	EDP LICENSES	417-263	50	1,215.00
11/13/2023	APCH	101037	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	674.12
11/13/2023	APCH	101038	DMJ AUTOMOTIVE	VEHICLE MAINTENANCE	401-350	50	4,213.18
11/13/2023	APCH	101041*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,694.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,888.00
				SPOILS HAULING SERVICES	430-280	50	9,000.00
				CHECK APCHK 101041 TOTAL FOR FUND 02:			15,582.00
11/13/2023	APCH	101043*#	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 101043 TOTAL FOR FUND 02:			5,801.54
11/13/2023	APCH	101054*#	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	782.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	11,370.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,497.50
				CHECK APCHK 101054 TOTAL FOR FUND 02:			17,649.50
11/13/2023	APCH	101056*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,360.00
11/13/2023	APCH	101062	MRO SYSTEMS LLC	OPERATING EQUIPMENT	430-401	50	1,345.73
11/13/2023	APCH	101068	PACE ANALYTICAL SERVICES, LCC	SAMPLING ANALYSIS	420-362	50	38.00
11/13/2023	APCH	101076*#	TAMELING GRADING	STREET IMPROVEMENTS SERVICES	430-281	50	3,294.00
11/13/2023	APCH	338 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	130,723.67
Total for fund 02 WATER FUND							189,616.59

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
11/13/2023	APCH	101041*#	FALCO'S LANDSCAPING INC	MIDWAY PARK UPGRADE	600-342	55	7,500.00
				MIDWAY PARK UPGRADE	600-342	55	3,500.00
				CHECK APCHK 101041 TOTAL FOR FUND 10:			11,000.00
11/13/2023	APCH	101046*#	HINSDALE NURSERIES, INC.	BORSE PARK LIGHTING PROJECT	600-327	55	7,816.00
11/13/2023	APCH	101048	HOPPY'S LANDSCAPING, INC.	MIDWAY PARK UPGRADE	600-342	55	15,585.00
11/13/2023	APCH	101075	TACTICALLY SOUND	OFFICER SAFETY	600-321	55	1,750.00
11/13/2023	APCH	101082	ULTIMATE RENTAL SERVICES, INC	MIDWAY PARK UPGRADE	600-342	55	2,455.00
				Total for fund 10 CAPITAL PROJECT FUND			38,606.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
11/13/2023	APCH	101039	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	3,102.00
				LEGAL FEES	401-242	15	1,072.00
				LEGAL FEES	401-242	15	4,565.50
				LEGAL FEES	401-242	15	100.50
				CHECK APCHK 101039 TOTAL FOR FUND 15:			
11/13/2023	APCH	101043*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	368.64
			Total for fund 15 RT 83/PLAINFIELD RD BUSINESS				9,208.64
			TOTAL - ALL FUNDS				562,663.68

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.d.

DATE: November 13, 2023

SUBJECT:

A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Lauren Kaspar, Chief of Police

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

In September of 2020, the Village Board passed an ordinance allowing the Police Department to hire lateral candidates to fill vacancies in the rank of patrol officer. Title 5, Chapter 1, Section 5-1-14 specifies using a rotation between the hiring of lateral candidates and entry level candidates. A deviation from this rotation can be granted by the Village Board. Staff is proposing a resolution to allow deviation from the hiring rotation between lateral police officer candidates and entry level police officer candidates.

BACKGROUND/SUMMARY

The current composition of the Willowbrook Police Department as provided by Title 5, Chapter 1, Section 5-1-1 of the municipal code is as follows:

Chief of Police -1

Deputy Chief of Police -2

Sergeants – 3

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-seven (27) members

With the most recent hire, the total number of sworn officers is twenty-five (25) in the police department, leaving two vacancies.

Over the past few years, recruitment and retention has become an increasingly difficult topic for law enforcement agencies all over the county. Staff has worked tirelessly to try and refine recruitment and retention procedures within the department to attract a more robust pool of applicants. Staff is seeing success in recruiting larger candidate pools, however there are still hurdles in competing with other departments facing the same issues. The department's last entry level candidate list was established this past July and had twenty-four candidates on the list versus four candidates in the previous year. Staff has been reviewing the candidates according to the procedures outlined in the Board of Police Commissioners Rules and Regulations and have encountered numerous candidates who decline further consideration due to being hired by another agency.



The department currently has an enrollment spot in the January Basic Law Enforcement Academy at the Police Training Institute; however, staff has been currently unable to identify a candidate who is still interested and can successfully complete pre-employment screening prior to the start of the course. Unfortunately, due to the time constraints of Police Training Institute, the department will have to surrender the spot in the January academy. In lieu of waiting until May of 2024 to hire an entry level candidate when another available spot opens at the Academy, staff is proposing deviating from the hiring rotation outlined in the municipal code giving the department the ability to hire two lateral candidates.

There are currently three interested candidates on the lateral hire list and this deviation would give the department the best opportunity to reach full staffing for the first time in almost a decade.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the Resolution which will enable the Chief of Police to hire two candidates from the lateral hire candidate pool.

RESOLUTION NO. 23-R-_____

**A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE
VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING
ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF
TWO (2) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER**

WHEREAS, Title 2, Chapter 4, Section 6 of the Village Code of Ordinances provides that the Board of Police Commissioners of the Village shall make original appointments in the Police Department upon written receipt of a written resolution to do so, duly adopted by a majority vote of the corporate authorities of the Village; and

WHEREAS, Title 5, Chapter 1, Section 5-1-14 authorizes lateral hiring of qualified police officers; and

WHEREAS, the Village Code provides that the original appointment of police officers shall be made on a rotating basis pursuant to Title 2, Chapter 4, Section 6 or Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances; and

WHEREAS, the provision of Section 5-1-14, notwithstanding the corporate authorities, are expressly authorized to deviate from the hiring rotation process and direct the Chief of Police of the Village to select qualified candidates from the lateral pool to be recommended for hire by the Village Administrator.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a deviation from the “rotating hiring basis”, as provided in Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances, is hereby approved and the Chief of Police is hereby directed to select two (2) qualified candidates from the lateral pool of qualified candidates and shall further make a recommendation to the Village Administrator of the Village to extend a conditional offer of employment to such

candidates, all in accord with the provisions of the Village Code of Ordinances.

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

PASSED and APPROVED this 13th day of November, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.e. SUBJECT: A RESOLUTION APPOINTING THE VILLAGE ADMINISTRATOR TO SERVE AS THE PLAN COORDINATOR FOR THE VILLAGE'S MISSION SQUARE RETIREMENT DEFERRED COMPENSATION PLAN, AND APPOINTING THE VILLAGE CHIEF FINANCIAL OFFICER ("CFO") TO SERVE AS THE TRUSTEE FOR THE VILLAGE'S RETIREMENT HEALTH SAVINGS PLAN	DATE: November 13, 2023
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STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lora Flori, Chief Financial Officer
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

The Village is required by Mission Square Retirement to designate a Plan Coordinator for the Village's Mission Square Retirement Deferred Compensation Plan, to designate a Trustee for the Village's Retirement Health Savings Plan, and to complete (update) the Plan Contacts and Access Form.

BACKGROUND/SUMMARY

The Plan Coordinator for the Village's Mission Square Retirement Deferred Compensation Plan and the Trustee for the Village's Retirement Health Savings Plan have historically been the responsibility of the Village Administrator and/or CFO. Since the Plan Coordinator for the Village's Mission Square Retirement Deferred Compensation Plan and the Trustee for the Village's Retirement Health Savings Plan currently on file with Mission Square Retirement are no longer Village employees, a new Plan Coordinator and new Trustee are required to be appointed.

Staff recommends the appointment of the Village Administrator to serve as the Plan Coordinator, and the CFO to serve as the Trustee for the Mission Square Retirement Deferred Compensation Plan.

FINANCIAL IMPACT

No financial impact.

RECOMMENDED ACTION:

Adopt the Resolution.

RESOLUTION NO. 23-R- _____

**A RESOLUTION APPOINTING THE VILLAGE ADMINISTRATOR TO SERVE AS
THE PLAN COORDINATOR FOR THE VILLAGE’S MISSION SQUARE
RETIREMENT DEFERRED COMPENSATION PLAN, AND APPOINTING THE
VILLAGE CHIEF FINANCIAL OFFICER (“CFO”) TO SERVE AS THE TRUSTEE FOR
THE VILLAGE’S RETIREMENT HEALTH SAVINGS PLAN**

WHEREAS, the Village of Willowbrook, County of DuPage, State of Illinois (hereinafter the “Village”) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village is required by Mission Square Retirement to designate a Plan Coordinator for the Village’s Mission Square Retirement Deferred Compensation Plan; and

WHEREAS, the Village is required by Mission Square Retirement to designate a Trustee for the Village’s Retirement Health Savings Plan; and

WHEREAS, the Village has determined that it is in the best interest of the Village to appoint Village Administrator, Sean Halloran, as the Plan Coordinator for the Village’s Mission Square Retirement Deferred Compensation Plan; and

WHEREAS, the Village has determined that it is in the best interest of the Village to appoint CFO, Lora Flori, as Trustee for the Village’s Retirement Health Savings Plan; and

WHEREAS, as the Plan Coordinator for the Village’s Mission Square Retirement Deferred Compensation Plan, and the Trustee for the Village’s Retirement Health Savings Plan, the Village Administrator and the Village CFO shall receive reports, notices, etc. from Mission Square Retirement; cast, on behalf of the Village, any required votes; delegate any administrative duties related to the respective Plans to appropriate departments; and execute all necessary agreements with Mission Square Retirement incidental to the administration of the Plans.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Village Administrator, Sean Halloran, is hereby appointed as Plan Coordinator for the Village’s Mission Square Retirement Deferred Compensation Plan.

BE IT FURTHER RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Lora Flori, Village CFO, is hereby appointed as Trustee of the Village's Retirement Health Savings Plan.

BE IT FURTHER RESOLVED that the Village Administrator and CFO shall be and are hereby authorized and directed to execute and attest, on behalf of the Village, the necessary form, attached hereto, required by Mission Square Retirement to certify the appointments of Sean Halloran, Village Administrator as the Plan Coordinator for the Village's Mission Square Retirement Deferred Compensation Plan and Lora Flori, Village CFO, as the Trustee for the Village's Retirement Health Savings Plan.

ADOPTED and APPROVED this 13th day of November, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

Plan Contacts & Access Form

MissionSquare Retirement is committed to providing innovative, helpful tools and support for plan administration. So that we can stay connected with you, please designate the individuals who will work directly with MissionSquare and will need access to the employer web tool and our support team.

Web Access Profiles

Standard allows the user to view all participants' information, process transactions, and view reports.

Payroll allows the user to process payroll rosters only.

Admin Reports allows the user to view reports only.

Sponsor Reports allows contacts with oversight roles to view reports at a plan level without showing participants' personally identifiable information.

Employer Name Village of Willowbrook

Plan Number(s) 302296 800293

Plan Sponsor Contacts

Plan Coordinator

Role/Duties Provides fiduciary oversight for plan. The title of the official at the plan sponsoring organization is designated via resolution. This role does not apply to RHS plans or IRAs.
Initial ☒ Change (Attach copy of resolution, if applicable.)

Name Sean Halloran

Email Address shalloran@willowbrook.il.us

Phone Number 630-920-2230

Web Access ☒ Standard ☒ Sponsor Reports ☐ No Access

Authorization Plan Coordinator has authority to sign/approve all plan-related items and authority to change all administration contacts.

Signature (Required)

RHS Trustee

Role/Duties Provides fiduciary oversight for plan. The title of the official at the plan sponsoring organization is designated via resolution. This role only applies to RHS plans.
Initial ☒ Change (Attach copy of resolution, if applicable.)

Name Lora Flori

Email Address CFO@willowbrook.il.us

Phone Number (630) 920-2235

Web Access ☒ Standard ☒ Payroll ☒ Admin Reports ☐ No Access

Authorization RHS Trustee has authority to sign/approve all plan-related items and authority to change all administration contacts.

Signature (Required)

Plan Administration Contacts

Primary Contact

Role/Duties	Day-to-day recordkeeping contact. Receives required notices from MissionSquare about changes to investments or services provided. <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Change
Name	Karie Spencer
Email Address	payroll@willowbrook.il.us
Phone Number	
Web Access	<input checked="" type="checkbox"/> Standard <input checked="" type="checkbox"/> Payroll <input checked="" type="checkbox"/> Admin Reports
Authorization	Primary Contact has authority to sign/approve all plan-related items and authority to change all administration contacts.
Signature (Required)	

Payroll Contact

Role/Duties	Principal payroll administration contact. <input type="checkbox"/> Initial <input type="checkbox"/> Change
Name	Karie Spencer
Email Address	payroll@willowbrook.il.us
Phone Number	
Web Access	<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Payroll

Withdrawal Contact

Role/Duties	Approves withdrawals via online approval and/or paper form. <input type="checkbox"/> Initial <input type="checkbox"/> Change
Name	Karie Spencer
Email Address	payroll@willowbrook.il.us
Phone Number	
Web Access	<input checked="" type="checkbox"/> Standard
Authorization	Withdrawal Contact has authorization to sign/approve all participant loan and withdrawal requests.
Signature (Required)	

Billing Contact

Role/Duties	Receives and processes payment of plan invoices. <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Change
Name	Karie Spencer
Email Address	payroll@willowbrook.il.us
Phone Number	

Other Contacts

Additional Administration Contact				
	Add	Remove	Replace	
Name				
Email Address				
Phone Number				
Web Access	Standard	Payroll	Reports	No Access
Authorization	Withdrawals	No Authorization		
Signature*				

*Required if authorization indicated.

Additional Administration Contact				
	Add	Remove	Replace	
Name				
Email Address				
Phone Number				
Web Access	Standard	Payroll	Reports	No Access
Authorization	Withdrawals	No Authorization		
Signature*				

*Required if authorization indicated.

Additional Administration Contact				
	Add	Remove	Replace	
Name				
Email Address				
Phone Number				
Web Access	Standard	Payroll	Reports	No Access
Authorization	Withdrawals	No Authorization		
Signature*				

*Required if authorization indicated.

Additional Administration Contact				
	Add	Remove	Replace	
Name				
Email Address				
Phone Number				
Web Access	Standard	Payroll	Reports	No Access
Authorization	Withdrawals	No Authorization		
Signature*				

*Required if authorization indicated.

Third-Party Contacts

Auditor	
	Add Remove Replace
Firm Name	
Firm Tax ID	
Firm Address	
Contact Name	
Email Address	
Phone Number	
Web Access	<input checked="" type="checkbox"/> Auditor

Investment Consultant	
	Add Remove Replace
Firm Name	
Firm Tax ID	
Firm Address	
Contact Name	
Email Address	
Phone Number	
Web Access	Investment Consultant has access to MissionSquare Retirement Consultant Access site and can contact Consultant Relations Team directly for support.

Third-Party Administrator	
	Add Remove Replace
Firm Name	
Firm Tax ID	
Firm Address	
Contact Name	
Email Address	
Phone Number	

Signature

By signing this document, the Plan Coordinator and/or RHS Trustee attests that the individuals listed above have been named as authorized contacts for the purposes of plan administration. If the plan informs MissionSquare that the Plan Coordinator and/or RHS Trustee named above is unavailable or the role has been vacated, MissionSquare is authorized to treat the Primary Contact on file as the Plan Coordinator and/or RHS Trustee, with the full ability to name new authorized contacts.

Plan Coordinator

Signature _____
Title _____
Date _____

RHS Trustee

Signature _____
Title _____
Date _____



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.f. SUBJECT: PUBLIC WORKS EQUIPMENT PURCHASE – TOOL CAT i. A MOTION TO AUTHORIZE A BUDGET AMENDMENT TO EFFECT THE PURCHASE OF A BOBCAT UW56 TOOL CAT ii. A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) NEW BOBCAT MODEL UW56 TOOL CAT, PLUS ACCESSORIES, AT A TOTAL COST NOT TO EXCEED \$103,192.01	DATE: November 13, 2023
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STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

As previously discussed at the October 23rd Committee of the Whole meeting, staff is requesting the purchase of a Bobcat UW56 Tool Cat for the Public Works Department.

BACKGROUND/SUMMARY

Public Works staff have a continuing need for an additional vehicle for facilities and street maintenance. The Bobcat Tool Cat is a versatile, four-season machine used by many municipalities. The Bobcat machine offers over fifty (50) different attachments available for purchase.

Staff are proposing to purchase an angle broom, heavy-duty bucket, snow pusher, and salt spreader. The sixty-eight-inch (68") angle broom will be used to clean the streets after water main breaks, routine village-owned parking lot cleaning, snow clearing within the permeable parking lots, and add sand to the brick parking lots on an annual basis. The snow and ice control attachments will reduce the number of outsourced contractors called in for routine tasks during the winter season. Additional attachments can be purchased in the future and used to maintain the ball fields, complete job site restoration work in-house, and receive and unload heavy deliveries made to the public works facility. The Tool Cat will be utilized by Public Works, Parks, and the Police Department. This utility vehicle comes standard with a fully enclosed, heated, and cooled cab. Police Department staff can use this vehicle during larger park events and patrol areas of the parks unreachable by their squad cars.

The Tool Cat will come with a sixty (60) month, 2,000-hour extended warranty. All warranty and preventive maintenance work will take place at the public works facility, eliminating the need for a trailer to transport the Tool Cat for service. The proposed deluxe, road-ready package will include turn signals, headlights and taillights, sideview mirrors, and a backup alarm allowing staff to drive the vehicle on village-owned streets from job site to job site.



FINANCIAL IMPACT

Staff are requesting a budget amendment. The cost is \$103,192.01 and includes the above-mentioned four attachments as well as the extended warranty. This machine was publicly bid out through Sourcewell.

While staff expenditures are nearly 10% lower than expected at this time, staff is recommending using existing appropriated funds that have come in under budget, specifically for the 67th Street Light Project., which was budgeted at \$200,000. Staff is expecting that final expenditures will be \$80,000 resulting in a \$120,000 savings.

RECOMMENDED ACTION:

Adopt the resolution to purchase the Bobcat Tool Cat vehicle.

RESOLUTION NO. 23-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1)
NEW BOBCAT MODEL UW56 TOOL CAT, PLUS ACCESSORIES, AT A TOTAL
COST NOT TO EXCEED \$103,192.01**

WHEREAS, the Village Public Works Department has requested the purchase of one (1) new Bobcat Model UW56 Tool Cat, with accessories; and

WHEREAS, the Bobcat was competitively bid through Sourcewell; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to purchase one (1) new Bobcat Model UW56 Tool Cat, with accessories, from Atlas Bobcat of Elk Grove Village, Illinois.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 1: The Village Administrator of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a purchase order for one (1) new Bobcat Model UW56 Tool Cat, with accessories, from Atlas Bobcat of Elk Grove Village, Illinois, at a total cost not to exceed One Hundred Three Thousand One Hundred Ninety-Two and 01/100ths Dollars (\$103,192.01), which purchase is hereby approved. A copy of said purchase order, and accessory list, is attached hereto as Exhibit “A” and made a part hereof.

PASSED and APPROVED this 13th day of November, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”



Product Quotation
 Quotation Number: **EN59464**
 Quote Sent Date: **Aug 29, 2023**
 Expiration Date: **Sep 28, 2023**

Prepared By
Erik Novak
 Phone: 8475295651
 Email: enovak@atlasbobcat.com

Customer
Village of Willowbrook
 701 75TH ST
 WILLOWBROOK, IL, 60527
 Phone: +16305143329

Contact
Andrew Passero
 Phone: +16305143329
 Email: apassero@willowbrook.il.us

Dealer
Atlas Bobcat, Elk Grove Village, IL
 1160 MCCABE AVE
 ELK GROVE VILLAGE, IL, 60007

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	70,183.04	70,183.04
Standard Equipment: Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive		Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE- J1043 & ISO3449, Level I Dome Light Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty		
Deluxe Road Package	M1225-P01-C01	1	2,600.40	2,600.40
<i>Included:</i> Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
Attachment Control	M1225-R08-C02	1	224.40	224.40

High Flow Package	M1225-R03-C02	1	1,527.68	1,527.68
Power Bob-Tach	M1225-R14-C03	1	1,012.00	1,012.00
Radio Option	M1225-R15-C02	1	497.20	497.20
Rear View Camera	M1225-R20-C01	1	330.00	330.00
Traction Control	M1225-R16-C02	1	532.40	532.40
68" Angle Broom	7337703	1	7,228.72	7,228.72
62" Heavy Duty Bucket	7272678	1	1,565.76	1,565.76
Bolt-On Cutting Edge, 62"	6718005	1	333.98	333.98
Snow Pusher, 8 ft (94 in).	7113767	1	4,285.76	4,285.76
SP13 Sand and Salt Spreader	7453395	1	6,825.60	6,825.60
Rear Window Guard	7150926	1	1,046.09	1,046.09
Strobe Light	7424783	1	398.98	398.98
	Total for Bobcat UW56			98,592.01
UW56 60mo 2000hr Full Warranty	60/2000 Full	1	3,400.00	3,400.00
	Total for UW56 60mo 2000hr Full Warranty			3,400.00
Rhino Liner Floor/Bed	Rhino Liner	1	1,200.00	1,200.00
	Total for Rhino Liner Floor/Bed			1,200.00
			Quote Total - USD	103,192.01
			Sales total before Taxes	103,192.01
			Taxes	0.00
			Quote Total - USD	103,192.01

Notes:

Sourcewell Discount Applied.

Customer Acceptance: Quotation Number: EN59464		Purchase Order: _____
Authorized Signature: Print: _____ Sign: _____		
Date: _____ Email: _____		Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.g. SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE TRI- STATE FIRE PROTECTION DISTRICT FOR ACCESS TO THE VILLAGE PERMIT SYSTEM	DATE: November 13, 2023
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STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Michael Krol, Director of Community Development
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

This item was discussed at the August 28, 2023 Committee of the Whole Meeting regarding a potential Intergovernmental Agreement (IGA) with TriState Fire District (TSFD).

BACKGROUND/SUMMARY

The Tri-State Fire District and the Village of Willowbrook have a common interest in providing a safe environment, efficient processes, and fiduciary financial duty to our residents. In July 2023, Administrator Halloran and Director Krol met with representatives of TSFD to discuss ways to improve and expedite the permitting and inspection services processes.

As the Board is aware, Tri-State Fire District is responsible for any and all plan reviews and inspections that are fire related in most of the Village. In addition to the Village of Willowbrook, TSFD's boundary covers the Village of Burr Ridge and the City of Darien. Since TSFD is not a part of the Village, employees within the Community Development department are only made aware of any status updates on a permit via phone call or email. Since the volume of permits being issued is higher than in previous years, this antiquated process slows turnaround times and creates inconsistent communication for employees, residents and businesses.

As part of this agreement, staff from the Village and TSFD will share information regarding the permit process. For example, Village staff will be able to see TSFD's comments or status on a permit or plan review by logging into their software. TSFD staff will have the same access. By allowing transparency for both agencies' employees, residents and businesses will see quicker turnaround times and better communication.

FINANCIAL IMPACT

There is no financial impact as part of this IGA.

RECOMMENDED ACTION:

Adopt the resolution to execute an IGA with the Tri-State Fire District.

RESOLUTION NO. 23 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE TRI-STATE FIRE PROTECTION DISTRICT
FOR ACCESS TO THE VILLAGE PERMIT SYSTEM**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village of Willowbrook (“Village”) is a unit of government organized and existing pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/1-1, *et seq.*) and the Tri-State Fire Protection District (“Tri-State”) is a unit of government organized and existing pursuant to the provisions of the Illinois Fire Protection District Act (70 ILCS 705/0.01 *et seq.*). Both the Village and Tri-State are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into intergovernmental agreements; and

WHEREAS, Tri-State provides fire protection, EMS services and inspection services to the Village; and

WHEREAS, Tri-State desires to have access to the Village Permit System via VPN network connection; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the health, safety and welfare of Village residents to enter into an intergovernmental

agreement with Tri-State authorizing Tri-State to access the Village Permit System, a copy of which is attached hereto as Exhibit “A” and made a part hereof.

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

The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement (the “Agreement”) by and between the Village of Willowbrook and the Tri-State Fire Protection District for access by Tri-State to the Village-owned and operated permitting system, all as detailed in the Agreement, is hereby approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED that the Mayor of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook and the Village Clerk is hereby directed to attest to said signature. A copy of said Agreement is attached hereto as Exhibit “A” and made a part hereof.

This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED and APPROVED this 13th day of November, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WILLOWBROOK
AND THE TRI-STATE FIRE PROTECTION DISTRICT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WILLOWBROOK AND
TRI-STATE FIRE PROTECTION DISTRICT FOR ACCESS TO THE VILLAGE OF
WILLOWBROOK PERMIT SYSTEM**

This Agreement is made and entered into this _____ day of November, 2023, between the Village of Willowbrook, Illinois, a municipal corporation, (the “Village”) and the Tri-State Fire Protection District (“Tri-State”) (collectively the “Parties”).

WHEREAS, the Parties hereto are units of local government and the Constitution of the State of Illinois, 1970; Article VII, Section 10, which authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Act 220, Section 1, *et seq.*, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, Tri-State provides permitting and inspection services to the Village; and

WHEREAS, the Village and Tri-State have determined that it is beneficial and in the best interest of the Parties to grant approved Tri-State members access to the Village’s Permit System via the Village’s VPN connection; and

WHEREAS, both the Village and Tri-State find that granting one (1) Tri-State member access to the Village’s Permit System will further serve the residents of the Village.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency of which is

acknowledged by the Parties, it is agreed by and between the Village of Willowbrook and the Tri-State Fire Protection District as follows:

1. The foregoing preambles are incorporated herein and constitute a part of this Agreement.
2. The Village shall grant Tri-State access to the Village Permit System via network connection, via login to the Village BS&A permit module.
3. The VPN access provided by the Village shall be on a device-by-device basis and a user-by-user basis.
4. Each user approved by the Village and granted access shall have a permit module installed on their device with their own user credentials for access.
5. The Village shall control access to the system to ensure that only Tri-State shall have access to the Village network.
6. Access to the Village Permit System by Tri-State will be granted on a person-by-person basis at the discretion of the Willowbrook Village Administrator.
7. During the term of this Agreement, Tri-State and the Village shall each obtain and maintain at all times General Liability/Bodily Injury/Property Damage Insurance in an amount no less than One Million (\$1,000,000.00) Dollars combined single limit coverage. Such insurance policies shall name the other Party as an additional insured with respect to any and all liability arising out of or in connection with the programs and uses of the Village Permit System contemplated by this Agreement. Each Party shall serve the other with a copy of the Certificate of Insurance, naming the other Party as an additional insured, and such insurance shall not be cancelled or materially altered to reduce the policy limits unless the other Party has received at least thirty (30) days' advanced written notice of such cancellation or change.

8. The term of this Agreement shall commence on September 1, 2023 and terminate as provided by paragraph nine (9) herein.

9. TERMINATION: Either Party may terminate this Agreement for any reason by providing the other with thirty (30) day advanced written notice of termination. Notice of Termination shall be served if to the Village, at the corporate offices of the Village or, if Tri-State, at the corporate offices of Tri-State.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions to this Agreement, the duly authorized representatives of the Party have executed this Agreement as of the effective date.

VILLAGE OF WILLOWBROOK

**TRI-STATE FIRE PROTECTION
DISTRICT**

By: _____
Frank A. Trilla, Mayor

By: _____
Its Board President

Attest: _____
Deborah A. Hahn, Village Clerk

Attest: _____
Board Secretary



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: November 13, 2023

SUBJECT:

A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH UTILITY DYNAMICS CORPORATION FOR THE 2023 ADAMS STREET LED LIGHTING IMPROVEMENTS PROJECT

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of the contract with Utility Dynamics for the Adams Street Lighting Project.

BACKGROUND/SUMMARY

In April of 2015, staff released a bid to replace almost all the inefficient, sodium halide streetlights throughout the community. At the time, the proposed streetlight retrofit was not compatible with the existing poles located along Adams Street south of Plainfield Road.

Novotny Engineering was hired in the spring of 2023 to inspect all aspects of the existing lighting along the industrial area of Adams Street. Their report determined that the existing concrete bases and wiring are in good shape and only recommended the replacement of the light poles, mast arms, and light fixture.

Village staff hosted a bid opening for this project on November 1st and received two bids:

Vendor	Utility Dynamics	Lyons Electric
Cost	\$48,683	\$68,424

Utility Dynamics Corporation was the lowest responsible bidder for this project. Utility Dynamics was also awarded the contract in 2015 for the LED retrofit contract with the Village.

FINANCIAL IMPACT

The cost of this project is not to exceed \$48,683. Village staff budgeted \$85,000 for this project and will see a savings of \$36,317.

RECOMMENDED ACTION:

Adopt the resolution.



November 1, 2023

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

Re: **Adams Street LED Lighting Improvements
South End to Plainfield Road**

Dear Sean:

Enclosed is the *Tabulation of Bids* for the bids that were received and opened for the above-referenced project at 10:00 a.m. on November 1, 2023. Two (2) bids were received and tabulated, with no errors found. The Bid Tab shows the result if Alternate Equipment were to be used.

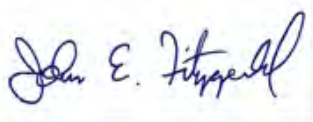
The lowest bidder is Utility Dynamics Corporation, submitting a bid in the amount of \$48,683.00, which is \$34,417.00 (41.42%) below the Engineer's Estimate of \$83,100.00.

Utility Dynamics Corporation is qualified to perform this work, therefore, we recommend that the Contract be awarded to **Utility Dynamics Corporation, 23 Commerce Drive, Oswego, IL 60543** in the amount of **\$48,683.00**.

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

Sincerely,

NOVOTNY ENGINEERING



John E. Fitzgerald, P.E.

JEF/clc

Enclosure

cc: Mr. Andrew Passero, Public Services Foreman, w/Enc.
File No. 22018

Date: 11/1/2023

TABULATION OF BIDS

Page 1 of 1

OWNER: Village of Willowbrook
PROJECT DESCRIPTION: Adams Street - LED Lighting Improvements
 South End to Plainfield Road
BID OPENING: November 1, 2023 @ 10:00 am

PROJECT NO : 22018

				Engineer's Estimate		Utility Dynamics Corp. 23 Commerce Drive Oswego, IL 60543 5% Bid Bond		Lyons Electric Co., Inc. 650 E. Elm Avenue La Grange, IL 60525 5% Bid Bond	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Removal of Lighting Unit, Salvage	EACH	13	\$ 1,200.00	\$ 15,600.00	\$ 495.00	\$ 6,435.00	\$ 750.00	\$ 9,750.00
2	Light Pole, Aluminum, 25 FT., 6 FT. Mast Arm, Special	EACH	13	3,500.00	45,500.00	2,357.00	30,641.00	3,430.00	44,590.00
3	Luminaire, LED, 87 Watt, Type II Distribution, Special	EACH	12	1,500.00	18,000.00	700.50	8,406.00	891.00	10,692.00
4	Luminaire, LED, 87 Watt, Type III Distribution, Special	EACH	1	1,500.00	1,500.00	701.00	701.00	892.00	892.00
5	Maintenance of Existing Lighting Sytem	L SUM	1	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
 <u>Alternate Equipment</u>									
	Light Pole, Aluminum, 25 FT., 6 FT. Mast Arm, Special Manufacturer Name: <u>Valmont</u> Model No.: <u>RTA 27.5 M.8"X4.5" Taper, .156 Wall, 12" BC.:</u> SBF Finish w/1MA0632B Am		13			N/A	-	2,243.00	29,159.00
	Luminaire, LED, 87 Watt, Type II Distribution, Special Manufacturer Name: <u>Leotek</u> Model No.: <u>GCJ4-30J-MV-40K-2R-GY-110-PCR7-SC-4B-BBL-SSC</u>		12			N/A	-	782.00	9,384.00
	Luminaire, LED, 87 Watt, Type III Distribution, Special Manufacturer Name: <u>Leotek</u> Model No.: <u>GCJ4-30J-MV-40K-3R-GY-110-PCR7-SC-4B-BBL-DSC</u>		1			N/A	-	783.00	783.00
Totals :				\$ 83,100.00		\$ 48,683.00		\$ 68,424.00	
Bid Error Corrections: Alternate Equipment Bid Total.....						N/A		51,576.00	
Corrected Totals ---						\$ 48,683.00		\$ 68,424.00	
Over / Under ----						\$ (34,417.00)		\$ (14,676.00)	
Percent ----						-41.42%		-17.66%	

RESOLUTION NO. 23-R-_____

**A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE
BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE
CLERK TO EXECUTE AN AGREEMENT WITH UTILITY DYNAMICS
CORPORATION FOR THE 2023 ADAMS STREET LED LIGHTING
IMPROVEMENTS PROJECT**

WHEREAS, the Village of Willowbrook (“Village”) advertised for competitive bids from contractors for the 2023 Adams Street LED Lighting Improvements Project (the “Project”); and

WHEREAS, the submitted bids were publicly opened and reviewed on November 1, 2023 at 10:00 a.m. by Village staff and Novotny Engineering; and

WHEREAS, of the bids submitted, opened and reviewed by the Village and Novotny Engineering, the Village declares Utility Dynamics Corporation to be the lowest responsive and responsible bidder for the Project, at a total bid of \$48,683.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as owner, that Utility Dynamics Corporation is hereby declared to be the lowest responsive and responsible bidder for the 2023 Adams Street LED Improvements Project, at a total bid of \$48,683.00.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to execute and attest, on behalf of the Village, to that certain Agreement with Utility Dynamics Corporation for labor and materials for the 2023 Adams Street LED Lighting Improvements Project, in an amount not to exceed \$48,683.00, as set forth in the Agreement attached hereto as Exhibit “A”, which Agreement, together with all certifications and special provisions, is hereby approved.

PASSED and APPROVED this 13th day of November, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

2023 ADAMS STREET LED LIGHTING IMPROVEMENTS PROJECT AGREEMENT

**VILLAGE OF WILLOWBROOK
DuPAGE COUNTY, ILLINOIS**

DRAFT

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

FOR

**ADAMS STREET
LED LIGHTING IMPROVEMENTS**

Prepared By:

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

Project No. 22018

October 2023

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<h1 style="text-align: center;">NOTICE TO CONTRACTORS</h1>	Owner: VILLAGE OF WILLOWBROOK
	Township: DOWNERS GROVE
	County: DuPAGE
	Project No. 22018

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 1st day of November 2023** and will be publicly opened and read at that time.

II. DESCRIPTION OF WORK:

The proposed work is officially known as:

ADAMS STREET LED LIGHTING IMPROVEMENTS

and includes the removal of existing light poles & luminaires, construction of new aluminum poles, single mast arms & LED luminaires on exiting concrete foundations and other appurtenant construction.

III. INSTRUCTIONS TO BIDDERS:

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

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

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

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

NOTICE TO CONTRACTORS, Cont'd.

D. All Proposals must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five percent (5%) of the total amount of the Bid, or as provided in the applicable sections of the "Standard Specifications".

E. No Bid may be withdrawn after opening of Proposals without the consent of the Owner for a period of forty-five (45) days after the scheduled time of opening of Bids.

F. The Contractor will be required to furnish a labor and material "Performance Bond" in the full amount of the Contract.

G. The Contractor will be required to pay Prevailing Wages in accordance with all applicable laws.

IV. AWARD CRITERIA AND REJECTION OF BIDS:

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

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

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

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SPECIAL PROVISION

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

☐ **PREQUALIFICATION OF BIDDERS**

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

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

☐ **AFFIDAVIT**

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

☒ **"STATEMENT OF EXPERIENCE" REQUIREMENT**

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

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

SPECIAL PROVISION

SUBMITTING BID DOCUMENTS

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

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

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

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

MAN.5(Rev.)07/2016

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

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

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

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

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

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

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

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

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

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

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

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

(e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;

(f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;

(g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contractor's obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply herewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

(a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,

(b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

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

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

NOTICE TO PROCEED: Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the

Contract Document, after which the Contractor shall have seven (7) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT

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

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

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny & Associates, Inc., dba Novotny Engineering, and designated as **ADAMS STREET LED LIGHTING IMPROVEMENTS**, are all essential documents of this Contract, and are a part hereto.

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

Party of the First Part

ATTEST: The VILLAGE OF WILLOWBROOK

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

By _____
Title Frank A. Trilla, Mayor

Party of the Second Part

(If a Corporation)
Corporate Name _____
By _____
President
(If a Co-Partnership)

(SEAL)
(SEAL)
Partners doing Business under the name
of _____
(If an Individual)

(SEAL)

Secretary
(Corporate Seal)

(SAMPLE)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

SS

City # _____

COUNTY OF _____

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____

to furnish _____

for the premises known as _____

of which _____ is the Owner.

The undersigned, for and in consideration of _____

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

Given under _____ hand _____ and seal _____

this _____ day of _____, 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.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL 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.

ACORD	<div style="font-size: 24pt; font-weight: bold; margin-bottom: 10px;">“SAMPLE”</div> <div style="font-size: 18pt; font-weight: bold;">CERTIFICATE OF LIABILITY INSURANCE</div>	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.																												
<i>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</i>																												
PRODUCER <div style="text-align: center;">FULLY COMPLETED</div>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">CONTACT</td> </tr> <tr> <td style="width:50%;">NAME:</td> <td style="width:50%;"></td> </tr> <tr> <td>(A/C, No, Ext):</td> <td>FAX</td> </tr> <tr> <td colspan="2" style="text-align: center;">E-MAIL</td> </tr> <tr> <td colspan="2">ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURERS AFFORDING COVERAGE</td> </tr> <tr> <td>Insurer A: Name of Insurance Company</td> <td>NAIC #</td> </tr> <tr> <td>Insurer B: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer C: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer D: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer E: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer F: Name of Insurance Company</td> <td></td> </tr> </table>		CONTACT		NAME:		(A/C, No, Ext):	FAX	E-MAIL		ADDRESS:		INSURERS AFFORDING COVERAGE		Insurer A: Name of Insurance Company	NAIC #	Insurer B: Name of Insurance Company		Insurer C: Name of Insurance Company		Insurer D: Name of Insurance Company		Insurer E: Name of Insurance Company		Insurer F: Name of Insurance Company			
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																										
THIS IS TO CERTIFY THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																												
INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS <i>All Units in Thousands</i>																					
	GENERAL LIABILITY CG0001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			POLICY NUMBER	POLICY START DATE	POLICY END DATE	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100 MED EXP (Any one person) \$ 10 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000 PRODUCT-COMP/OP AGG \$ 2,000																					
	AUTOMOBILE LIABILITY CA0001 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/>			POLICY NUMBER	POLICY START DATE	POLICY END DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																					
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			POLICY NUMBER	POLICY START DATE	POLICY END DATE	EACH OCCURRENCE \$ 2,000 AGGREGATE \$ 2,000 \$																					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED Y / N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		POLICY NUMBER	POLICY START DATE	POLICY END DATE	<table style="width:100%;"> <tr> <td style="width:5%;"><input checked="" type="checkbox"/></td> <td style="width:45%;">WC STATU-TORY LIMITS</td> <td style="width:10%;"></td> <td style="width:10%;">OTHER</td> <td style="width:30%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$ 1,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE- EA EMPLOYEE</td> <td></td> <td></td> <td>\$ 1,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE-POLICY LIMIT</td> <td></td> <td></td> <td>\$ 1,000</td> </tr> </table>		<input checked="" type="checkbox"/>	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
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	Other																											
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS																												
OWNER: VILLAGE OF WILLOWBROOK PROJECT DESCRIPTION: ADAMS STREET LED LIGHTING IMPROVEMENTS, WILLOWBROOK, IL "Certificate Holders" are "Additional Insureds" on a Primary Non-Contributory Basis with respect to the General Liability only. "Waiver of Subrogation" is provided on the Workers' Compensation coverage in favor of the CERTIFICATE HOLDER(S). No endorsements or additional forms shall modify or limit the coverage provided to the "ADDITIONAL" INSURED(S).																												
<table style="width:100%;"> <tr> <td style="width:50%;">CERTIFICATE HOLDER <input checked="" type="checkbox"/> Additional Insured, Insurer Letter:</td> <td style="width:50%;">CANCELLATION</td> </tr> </table>									CERTIFICATE HOLDER <input checked="" type="checkbox"/> Additional Insured, Insurer Letter:	CANCELLATION																		
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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 10/5/2023

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

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

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

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

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

SUPPLEMENTAL SPECIFICATIONS

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211 Topsoil and Compost	4
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420 Portland Cement Concrete Pavement	6
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Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	

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

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

Recurring Special Provisions

Check Sheet #			Page No.
1	<input type="checkbox"/>	Additional State Requirements for Federal-Aid Construction Contracts	53
2	<input type="checkbox"/>	Subletting of Contracts (Federal-Aid Contracts)	56
3	<input checked="" type="checkbox"/>	EEO	57
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 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 November 17, 2023 Letting

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

File Name	#	Special Provision Title	Effective	Revised
	80099 1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274 2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192 3	<input type="checkbox"/> Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173 4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426 5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436 6	<input type="checkbox"/> Blended Finely Divided Minerals	April 1, 2021	
*	80241 7	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
*	50531 8	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261 9	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449 10	<input type="checkbox"/> Cement, Type IL	Aug. 1, 2023	
	80384 11	<input type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198 12	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
*	80199 13	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80453 14	<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
	80261 15	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434 16	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029 17	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229 18	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452 19	<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447 20	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433 21	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443 22	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
	80446 23	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438 24	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045 25	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450 26	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441 27	<input type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451 28	<input type="checkbox"/> Portland Cement Concrete	Aug. 1, 2023	
*	34261 29	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445 30	<input type="checkbox"/> Seeding	Nov. 1, 2022	
	80448 31	<input type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340 32	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127 33	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397 34	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391 35	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437 36	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435 37	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410 38	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
*	20338 39	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429 40	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439 41	<input type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440 42	<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
	80302 43	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454 44	<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
	80427 45	<input type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071 46	<input type="checkbox"/> Working Days	Jan. 1, 2002	

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

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

The following special provisions have been deleted from use.

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

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation. Diesel powered off-road equipment with engine ratings of 50 hp and

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

\$1,000.00 for each deficiency identified.

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

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

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

80261

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS

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

DEFINITION OF TERMS:

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

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

Key Definitions:

Standard Specifications:

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

Specifications:

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Supplements:

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

Contract Documents:

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

Contract Drawings:

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

Provide:

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

Owner:

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

Engineer:

See Article 101.15 of the Standard Specifications.

Equipment:

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

REFERENCED SPECIFICATIONS AND STANDARDS:

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

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

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

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

NATIONAL ELECTRICAL CODE

NATIONAL ELECTRICAL SAFETY CODE

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

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

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

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

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

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

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

Scope of Work:

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

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

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

CONTROL OF WORK:

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

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

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

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

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

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

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

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

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

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

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

MATERIALS AND EQUIPMENT:

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

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

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

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

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

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

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

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

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

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

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

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

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

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

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

Table 1

GENERAL ELECTRICAL PROVISIONS, Continued

RECORD DRAWINGS:

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

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

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

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

TESTING:

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

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

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

FINAL ACCEPTANCE INSPECTION:

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

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

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

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

Table 2

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

The following readings shall be taken:

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

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

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

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

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

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

*** SPECIAL PROVISION ***

GENERAL ELECTRICAL PROVISIONS, Continued

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

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

Electrical Cable Insulation Resistance Test

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

Resistance Measurements (Megohms)

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

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

Representatives Present

Resident Engineer

Contractor Representative

Owner Representative

Signature

Signature

Signature

Electrical Loading Test

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

Controller Load Measurements (Amperes)

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

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

Representatives Present

Resident Engineer

Contractor Representative

Owner Representative

Signature

Signature

Signature

Electrical Voltage Test

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

Last Pole Circuit Phase To Neutral Voltage Measurements (Volts)

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

Representatives Present

Resident Engineer

Contractor Representative

Owner Representative

Signature

Signature

Signature

Electrical Continuity Test

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

Resistance Measurements (Ohms)

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

Representatives Present

Resident Engineer

Contractor Representative

Owner Representative

Signature

Signature

Signature

Lighting Inventory

Location

Controller Number

Date_

[illegible]

TABLE LEGEND

Fixture Type: T = Tower, U = Underpass, P = Poles

Base: TB = T-Base, C = Couplings, NF = Non-Frangible

Lamp Type: HPS, LPS, MH, MV

Cover: SK = AL Skirt, SH = Fiberglass Shroud, L = Leafs

Lamp Wattage: 55, 80, 100, 150, 250, 310, 400, 750, 1000

Mounting Height = Distance from pole base to luminaire

Foundation Type: C = Concrete, BM = Bridge Mount, WM = Wall Mount, H = Metal Helix

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS - ELECTRICAL

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

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

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

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

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

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

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

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

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

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

Table 3
Post-Shrink Wall Thickness

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

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

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

Fuse Holders:

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

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

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

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

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

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

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

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

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

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

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

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

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

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

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

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

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

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

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

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

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

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

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

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

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

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

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

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

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

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

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

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

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

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

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

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

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

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

*** SPECIAL PROVISION ***

BASIC MATERIALS AND METHODS – ELECTRICAL, Continued

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

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

*** SPECIAL PROVISION ***

REMOVAL OF LIGHTING UNIT, SALVAGE

Description: This work shall consist of the removal and salvaging of existing street light poles, arms, luminaires, and hardware at locations as shown on the Plans. The Contractor shall take care not to damage the poles, bracket arms, and luminaires during removal. All removed light pole assemblies shall be delivered to the Village of Willowbrook Public Works Department at 700 Willowbrook Center, or at a location as directed.

This work shall also consist of furnishing all labor required to remove signs mounted on the existing light poles that are scheduled for removal, and to reinstall the existing signs at the newly installed light pole.

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

*** SPECIAL PROVISION ***

MATERIAL SUBSTITUTION

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

*** SPECIAL PROVISION ***

LIGHT POLE, ALUMINUM, 25 FT., 6 FT. MAST ARM, SPECIAL

Description: This work shall consist of furnishing and installing a tapered round aluminum pole complete with a roadway mast arm, and all required hardware. All work and materials shall meet the requirements of Section 830 of the Standard Specifications and the details shown on the Plans and as modified. Except that the use of shims will be allowed to plumb the poles on the existing concrete foundations.

Materials: The base bid for this item shall be manufactured by:

Lithonia Lighting
Available through KSA Lighting
150 E. Pierce Road, Suite 650
Itasca, IL 60143
630/307-6955
Representative: Jeff First
jfirst@ksalighting.com

Round Tapered Aluminum Pole – Model No. RTA 25 8E PT BA
Aluminum (AMACE) Elliptical Tube Mast Arm – Model No.19 AMACE T20 US 6 SA

The Contractor may, at his option, also submit an alternate bid proposal for this pay item with a light pole from another manufacturer that meets the minimum requirements of this specification. See Section D–Proposal for alternate in bidding schedule.

Basis of Payment: This work will be paid for at the contract unit price per each for **LIGHT POLE, ALUMINUM, 25 FT., 6 FT. MAST ARM, SPECIAL**, which price shall be payment in full for all work as specified, including any shims necessary to plumb the new poles on the existing concrete foundations.

SPECIAL PROVISION

LUMINAIRE, LED, 87 WATT TYPE II DISTRIBUTION, SPECIAL **LUMINAIRE, LED, 87 WATT, TYPE III DISTRIBUTION, SPECIAL**

Description: This work shall consist of furnishing and installing a luminaire, including pole wire as applicable, lamp, fuseholders, mounting hardware and fusing. All work shall meet the requirements of Section 821 of the Standard Specifications except as modified herein.

Manufacturer: The base bid for this item shall be manufactured by:

GE Lighting
Available through the Will Group
401 S. Carlton Avenue
Wheaton, IL 60184
630/462-0230
Representative: Dean LaMantia
dlamantia@thewillgroup.com

TYPE II DISTRIBUTION – Model No. ERL1 0 11 B5 40 D GRAY AGIL
TYPE III DISTRIBUTION – Model No. ERL1 0 11 C5 40 D GRAY AGIL

The Contractor may, at his option, also submit an alternate bid proposal for this pay item with a luminaire another manufacturer that meets the minimum requirements of this specification. See Section D–Proposal for alternate in bidding schedule.

Finish: The luminaire housing shall be powder coat painted to match the proposed black powder coat steel pole and mast arm installations.

Basis of Payment: This work shall be paid for at the Contract unit price per each for **LUMINAIRE, LED, 87 WATT TYPE II DISTRIBUTION, SPECIAL** and **LUMINAIRE, LED, 87 WATT, TYPE III DISTRIBUTION, SPECIAL**, of the wattage indicated, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

MAINTENANCE OF EXISTING LIGHTING SYSTEM

Description: This work shall consist of maintaining the existing lighting systems that have been designated to remain in operation during construction.

Procedure: The electric utility energy charges for the operation of the existing lighting systems will be paid for by the Village of Willowbrook.

At least one week prior to beginning construction, the Contractor shall conduct an inspection of the existing lighting systems associated with the controller that is a part of this project with the Engineer and a representative of the Village of Willowbrook responsible for street lighting maintenance. The Contractor will not be held responsible for any deficiencies found during the inspection. In case the Contractor fails to organize the inspection, the Contractor shall be held responsible for all the street lighting items deemed defective during construction.

The Contractor shall become responsible for the maintenance of the lighting systems at a date mutually agreed upon between the Contractor and the Village of Willowbrook representative, but no later than the beginning of construction. The Contractor's maintenance responsibility shall cease upon approval of the new lighting system by the Engineer.

Maintenance: The maintenance shall be according to Articles 801.11 and 801.12 of the Standard Specifications, adopted January 1, 2022. The Contractor will be responsible for maintaining all lighting units that are associated (both existing and proposed) with the controller that is being used to power the proposed poles on this project.

Method of Payment: This work will be paid for only as directed by the Engineer and as specified in Article 109.04 of the Standard Specifications.

For bidding purposes, this item shall be estimated at a fixed amount of \$2,500.00.

*** SPECIAL PROVISION ***

TRAFFIC CONTROL AND PROTECTION

General: The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, and guiding traffic through the area of construction. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Sections 701, 702 and 1106 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.

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

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

RETURN WITH BID

PROPOSAL	Owner:	VILLAGE OF WILLOWBROOK
	Township:	DOWNERS GROVE
	County:	DuPAGE
	Project No.	22018

1. **PROPOSAL OF:** Utility Dynamics Corporation

23 Commerce Drive, Oswego, IL 60543

(Name and Address of Bidder)

for the improvement designated in Paragraph 2 below, includes the removal of existing light poles & luminaires, construction of new aluminum poles, single mast arms & LED luminaires on exiting concrete foundations and other appurtenant construction.

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

ADAMS STREET LED LIGHTING IMPROVEMENTS

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

4. The undersigned agrees to complete all work in ten (10) working days, 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	Removal of Lighting Unit, Salvage	13 EACH	495.00	6,435.00
2	Light Pole, Aluminum, 25 FT., 6 FT. Mast Arm, Special	13 EACH	2,357.00	30,641.00
3	Luminaire, LED, 87 Watt, Type II Distribution, Special	12 EACH	700.50	8,406.00
4	Luminaire, LED, 87 Watt, Type III Distribution, Special	1 EACH	701.00	701.00
5	Maintenance of Existing Lighting Sytem	1 L SUM	<u>2,500.00</u>	<u>\$2,500.00</u>
<u>Alternate Equipment</u>				
A1	Light Pole, Aluminum, 25 FT., 6 FT. Mast Arm, Special Manufacturer Name: _____ Model No.: _____	13 EACH	N/A	N/A
A2	Luminaire, LED, 87 Watt, Type II Distribution, Special Manufacturer Name: _____ Model No.: _____	12 EACH	N/A	N/A
A3	Luminaire, LED, 87 Watt, Type III Distribution, Special Manufacturer Name: _____ Model No.: _____	1 EACH	N/A	N/A
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$48,683.00

OWNER: VILLAGE OF WILLOWBROOK
PROJECT: ADAMS STREET LED LIGHTING
IMPROVEMENTS
PROJECT NO.: 22018

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

(If an individual)

Signature of Bidder _____

Business Address _____

Phone Number _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Phone Number _____

Insert Names and Addresses
of All Partners: _____

(If a corporation)

Corporate Name **Utility Dynamics Corporation**

Signed By _____
Joseph B. Spencer, President

Business Address **23 Commerce Dr.**
Oswego, IL 60543

Phone Number **(630)554-1722**

Federal Tax ID # **36-2776022**

DUNS #: _____

Insert Names of Officers:

President **Joseph B. Spencer**

Secretary **Christie Maday**

Treasurer **June Goggin**

Attest: _____

Christie Maday, Secretary

(S E A L)

CONTRACT

DRAFT

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 **Utility Dynamics Corporation**, 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:

ADAMS STREET LED LIGHTING IMPROVEMENTS

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

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

Party of the First Part:

ATTEST:

The **Village of Willowbrook**

Deborah H. Hahn, Clerk

(S E A L)

By: _____
Frank A. Trilla, Mayor

Party of the Second Part:

Utility Dynamics Corporation
(Corporate Name)

Christie Maday, Secretary

(S E A L)

By: _____
Joseph B. Spencer, President

CONTRACT BOND

DRAFT

KNOW ALL MEN BY THESE PRESENTS, that we, **Utility Dynamics Corporation**, 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 **Forty-Eight Thousand Six Hundred Eighty-Three and 00/100 Dollars (\$48,683.00)** 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:

ADAMS STREET LED LIGHTING IMPROVEMENTS

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

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

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

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

ATTEST:

Christie Maday, Secretary

(S E A L)

Corporate
Name Utility Dynamics Corporation

By _____
Joseph B. Spencer, President

Surety _____
(Attorney-In-Fact)

Address _____

STATE OF ILLINOIS
COUNTY OF _____ } SS

DRAFT

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

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

(Notary Public)

STATE OF ILLINOIS
COUNTY OF _____ } SS

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

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

(Notary Public)

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

VILLAGE OF WILLOWBROOK
(Owner)

ATTEST:

By _____
Frank A. Trilla, Mayor

Deborah H. Hahn, Clerk

(MUNICIPAL SEAL)



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: November 13, 2023

SUBJECT:

- i. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE SUM OF \$92,000.00 OF MOTOR FUEL TAX FUNDS
- ii. A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2023/2024 WINTER SEASON

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is seeking to appropriate Motor Fuel Tax (MFT) funds for use in the purchase of bulk rock salt through the DuPage County joint bid contract,

BACKGROUND/SUMMARY

Historically, staff have used the general fund and budgeted appropriately to purchase untreated bulk rock salt for the winter season. The Illinois Department of Transportation will allow a community to utilize Motor Fuel Tax funds as long as the bid program follows Motor Fuel Tax procedures for awarding the contract. This year, Willowbrook will be joining the DuPage County joint bid to purchase untreated bulk rock salt. DuPage County did follow all MFT procedures for awarding the contract which will allow these funds to be spent on untreated rock salt this season.

The County of DuPage solicited bids from their Central Management Services (CMS) for untreated rock salt. Compass Minerals was the low bidder this year with a cost of \$78.31 per ton, which is \$2.82 less per ton compared to last year. Group 2 municipalities have the option to make an independent determination on whether to enter into an agreement with the awarded vendor. Vendors will hold their bids for 90 days. The "Standard Buy" would be the standard minimum purchase of 80%, with the option to take up to 130% of the amount at the same price for deliveries. The Village could purchase up to 1,170 tons of untreated bulk rock salt throughout the winter season but anticipates meeting the 80% minimum requirement of 720 tons. There are currently 600 tons of salt stored in the salt dome.

Below is a price list of the three (3) vendors that participated in the joint bid.

	Compass Minerals	Morton Salt	Cargill
Price	\$78.31	\$79.10	\$91.25



FINANCIAL IMPACT

In the fiscal year 2023-24 budget, the budget for Salt expenditures is \$92,000 and is located in the Motor Fuel Tax Fund. Based on the existing amount that is in the Salt Dome, staff estimates the Village will spend \$56,383 for this fiscal year.

RECOMMENDED ACTION:

Staff recommends adopting the resolution to appropriate MFT funds and adopting the resolution with Compass Minerals to purchase rock salt for the 2023-2024 season.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
BULK ROCK SALT 23-057-DOT
BID TABULATION

✓

				Compass Minerals		Morton Salt		Cargill	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
GROUP 1: FOR DELIVERY TO DUPAGE COUNTY DIVISION OF TRANSPORTATION									
1	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 80% - 130% OF PROJECTED USAGE	TON	17,000.00	\$ 78.31	\$ 1,331,270.00	\$ 79.10	\$ 1,344,700.00	\$ 91.25	\$ 1,551,250.00
2	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	-	\$ 89.10	-	NO BID	-
GROUP 2A: FOR EARLY DELIVERY TO TOWNSHIPS/MUNICIPALITIES									
3	BULK ROCK SALT	TON	6,000.00	\$ 78.31	\$ 469,860.00	\$ 79.10	\$ 474,600.00	\$ 91.25	\$ 547,500.00
GROUP 2B: FOR STANDARD DELIVERY TO TOWNSHIPS/MUNICIPALITIES									
4	BULK ROCK SALT	TON	55,320.00	\$ 78.31	\$ 4,332,109.20	\$ 79.10	\$ 4,375,812.00	\$ 91.25	\$ 5,047,950.00
5	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	-	\$ 89.10	-	NO BID	-
GRAND TOTAL					\$ 6,133,239.20		\$ 6,195,112.00		\$ 7,146,700.00

NOTES

Bid Opening 5/1/2023 @ 2:30 PM	DW,NE
Invitations Sent	24
Total Vendors Requesting Documents	1
Total Bid Responses	3

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE
PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE
SUM OF \$92,000.00 OF MOTOR FUEL TAX FUNDS**

WHEREAS, the corporate authorities of the Village of Willowbrook, DuPage County, Illinois, have determined that it is necessary, proper and in the best interest of the Village to appropriate the sum of \$92,000.00 of Motor Fuel Tax funds for the purpose of various road improvements and maintenance in the Village of Willowbrook under applicable provisions of the Illinois Highway Code from May 1, 2023 to April 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that there is hereby appropriated, for the purpose of roadway improvements and maintenance, the sum of \$92,000.00 from Motor Fuel Tax funds for the period of May 1, 2023 to April 30, 2024, all as set forth in that certain Illinois Department of Transportation Resolution for Maintenance, attached hereto as Exhibit “A” and made a part hereof.

BE IT FURTHER RESOLVED that the Clerk of the Village of Willowbrook is directed to execute the attached Resolution, as indicated, and to transmit four (4) certified originals of the attached Resolution to the district office of the Illinois Department of Transportation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 13th day of November, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**ILLINOIS DEPARTMENT OF TRANSPORTATION
RESOLUTION FOR MAINTENANCE**

November 7, 2023

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

Re: **2023 MFT Maintenance**
MFT Section No. 23-00000-00-GM

Dear Sean:

In accordance with your directive, we have prepared the necessary documents to enable the Village to pay for bulk salt purchase utilizing Motor Fuel Tax (MFT) Funds. The MFT project has been set up to provide \$92,000.00 for maintenance usage. Therefore, the following documents are enclosed for further processing, as indicated:

1. One (1) copy of the "Request for Expenditure/Authorization of Motor Fuel Tax Funds". If you concur, please arrange for the Mayor to sign & date the form in the space provided, retain for the Village files, and return one (1) PDF copy to our office for further processing with IDOT.
2. One (1) copy of a "Resolution for Maintenance Under the Illinois Highway Code" in the amount of \$92,000.00 for the MFT Funding. After passage by the Village Board, please have the Village Clerk sign, date & seal the Resolution, retain for the Village files, and return one (1) PDF copy to our office for further processing with IDOT.
3. One (1) copy of a "Local Public Agency General Maintenance – Estimate of Maintenance Costs" form. If you concur, please arrange for the Mayor to sign & date the form in the space provided, retain for the Village files, and return one (1) PDF copy to our office for further processing with IDOT.

If you should have any questions, please feel free to contact me.

Sincerely,

NOVOTNY ENGINEERING



John E. Fitzgerald, P.E.

JEF/clc

cc: Mr. Andrew Passero, Public Services Foreman
File No. 23039



Local Public Agency

Willowbrook

Type

Village

County

DuPage

Section Number

23-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction		
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance	\$92,000.00	
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$92,000.00	

Comments

Local Public Agency Official Signature & Date

Title

Frank A. Trilla, Mayor

Approved

Regional Engineer Signature & Date
Department of Transportation

Department of Transportation Use

Entered By

Date

Itemization of Right-of-Way Request

[illegible]



District	County	Resolution Number	Resolution Type	Section Number
1	DuPage	23 -R-	Original	23-00000-00-GM

BE IT RESOLVED, by the Board of the Village of Willowbrook Governing Body Type Local Public Agency Type Name of Local Public Agency Illinois that there is hereby appropriated the sum of Ninety Two Thousand Dollars Dollars (\$92,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/23 to 04/30/24 Beginning Date Ending Date .

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Willowbrook Local Public Agency Type Name of Local Public Agency shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Deborah A. Hahn Name of Clerk Village Local Public Agency Type Clerk in and for said Village Local Public Agency Type of Willowbrook Name of Local Public Agency in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Willowbrook at a meeting held on 11/13/23 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of November, 2023 Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--



Submittal Type **Original**

Estimate of Maintenance Costs

District Estimate of Cost For

1 Municipality

Local Public Agency		County	Section Number	Maintenance Period	
				Beginning	Ending
Village of Willowbrook		DuPage	23-00000-00-GM	05/01/23	04/30/24

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control	I	No	Rock Salt - Bulk (County Purchase)	Ton	1,150	\$80.00	\$92,000.00	\$92,000.00
	I							
	I							
Total Operation Cost								\$92,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$92,000.00			\$92,000.00
Maintenance Total	\$92,000.00			\$92,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$92,000.00			\$92,000.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

Frank A. Trilla, Mayor

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date

Department of Transportation

Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Willowbrook	DuPage	23-00000-00-GM	05/01/23	04/30/24

IDOT Department Use Only

Received Location	Received Date	Additional Location?
		<input type="checkbox"/>

WMFT Entry By	Entry Date

RESOLUTION NO. 23-R-

**A RESOLUTION AUTHORIZING THE PURCHASE
OF UNTREATED BULK ROCK SALT FOR USE WITHIN
THE VILLAGE OF WILLOWBROOK FOR THE 2023/2024 WINTER SEASON**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the “Village”), it is advisable, necessary, and in the public interest that the Village purchase Untreated Rock Salt (“Rock Salt”) for roadway use during the 2023/2024 winter season; and

WHEREAS, the County of DuPage Office of Central Management Services competitively bid for Untreated Rock Salt for the 2023/2024 winter season; and

WHEREAS, of the bids received and reviewed by DuPage County, the lowest bid for the provision of untreated Rock Salt for the 2023/2024 winter season is Compass Minerals of America, Inc. at a price of Seventy-Eight and 31/100ths Dollars (\$78.31) per ton; and

WHEREAS, the Village desires to purchase Untreated Rock Salt through the DuPage County Program; and

WHEREAS, a majority of the corporate authorities find it in the Village’s best interest to purchase up to 900 tons of Untreated Rock Salt from Compass Minerals of America, Inc. at a cost of Seventy-Eight and 31/100ths Dollars (\$78.31) per ton for Untreated Rock Salt.

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

SECTION 1: The corporate authorities hereby incorporate the foregoing preamble clauses into this resolution.

SECTION 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village purchase the Village’s anticipated Untreated Rock Salt requirement for the

2023/2024 winter season from Compass Minerals of America, Inc. at a cost not to exceed Seventy-Eight and 31/100ths Dollars (\$78.31) per ton.

SECTION 3: That the Village Administrator be and is hereby authorized and directed to execute all necessary purchase orders, invoices, forms, and other documents related to the purchase of the Untreated Rock Salt.

SECTION 4: That this resolution shall take effect upon its passage, approval and publication in accordance with law.

PASSED and APPROVED this 13th day of November, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk